CITY OF LOMA LINDA

CITY COUNCIL AGENDA

REGULAR MEETING OF JULY 10, 2018

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, July 10, 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 AUGUST 14, 2018 meeting must be submitted in writing to the City Clerk no later than NOON, TUESDAY, July 1, 2018

A. Call To Order

B. Roll Call

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

D. Items To Be Added Or Deleted

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

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

G. Scheduled and Related Items

1. June 5, 2018 Election Results
   a. Council Bill #R-2018-29 – Confirming the June 5, 2018 Election Results
   b. Oath of Allegiance to City Councilmen-elect
   c. Presentation of Certificates of Election to City Councilmen-elect
   d. Seating of Councilmen and remarks from newly elected

2. Re-organization
   a. Election of Mayor
   b. Election of Mayor pro tempore

3. Appoint City Council Members to the following Boards/Commissions
   a. San Bernardino County Transportation Authority (SBCTA)
   b. Omnitrans
   c. Inland Valley Development Agency (IVDA)
   d. San Bernardino International Airport Authority (SBIAA)
   e. Solid Waste Management Board
   f. San Bernardino Valley Municipal Water District Advisory Commission on Water Policy
   g. California Joint Powers Insurance Authority Board of Directors (CJPIA)
   h. Board of Directors Confire JPA

4. **Public Hearing** – Council Bill #R-2018-30 - Spring 2018 Weed Abatement Costs **[Fire Dept.]**

H. Consent Calendar

5. Demands Register

6. Award Contract for Engineering Services for the Anderson Way Waterline Relocation and Storm Drain Extension Project (CIP 18-649) **[Public Works]**

7. Adopt Council Bill #R-2018-31 approving an application for grant funding for Mobil Source Air Pollution Reduction Clean Transportation Funding and authorize City Manager to sign **[Public Works]**

8. Approve Master Encroachment Agreement with MOBILITIE, LLC for the construction, installation, maintenance, and operation of telecommunications network facilities within the public right-of-way **[Assistant City Manager]**

I. Old Business

J. New Business

9. Accept with regret the resignations of Art Walls and Don Bender from the Traffic Advisory Committee **[City Clerk]**

10. Committee/Commission Appointments **City Clerk]**
    a. Budget Committee (1)
    b. Historical Commission (2)
    c. Parks, Recreation & Beautification Committee (6)
    d. Personnel Board (2)
    e. Planning Commission (3)
    f. Traffic Advisory Committee (2)
    g. Trails Development Committee (8)

11. Appointment of Council Liaison to Committees/Commissions **[City Clerk]**

   a. Budget Committee (2)
   b. Historical Commission (1)
   d. Parks, Recreation, Beautification Committee (1)
   e. Traffic Advisory Committee (1)
   f. Trails Development Committee (1)

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

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

M. **Adjournment**

City of Loma Linda Official Report

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

COUNCIL AGENDA:	July 10, 2018
TO:	City Council
FROM:	Barbara Nicholson, City Clerk
VIA:	T. Jarb Thaipejr, City Manager TJT
SUBJECT:	Council Bill #R-2018- 29 - Confirming the June 5, 2018 Election Results

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council adopt Council Bill #R-2018-29 confirming the June 5, 2018 election results.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON JUNE 5, 2018 DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW.

WHEREAS, a General Municipal Election was held and conducted in the City of Loma Linda, California, on Tuesday, June 5, 2018, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

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

SECTION 1. That the whole number of ballots cast in the precincts except vote by mail voter ballots was 1,029.

That the whole number of vote by mail voter ballots cast in the City was 2,288, making a total of 3,317 ballots cast in the City.

SECTION 2. That the names of persons voted for at the election for Member of the City Council are as follows:

David Sanner
Gabriel Uribe
Ron Dailey
Phill Dupper

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were as listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that Phill Dupper was elected as Member of the City Council for the full term of four years; Ron Dailey was elected as Member of the City Council for the full term of four years.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person; (5) The total number of votes given to each person.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California

and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON July 10, 2018 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Rhodes Rigsby, Mayor

ATTEST:

_____
Barbara Nicholson, City Clerk

June 5,2018

Resolution No.

SAN BERNARDINO COUNTY Statement of Vote
2018 STATEWIDE PRIMARY ELECTION
EXHIBIT "A"

100041

CITY OF LOMA LINDA, CITY COUNCIL

	Registration	Ballots Cast	Turnout (%)	DAVID SANNER	GABRIEL URIBE	RON DAILEY	PHILLIP DUPPER
LOM1091 1091	775	56	7.23	15	17	21	25
LOM1091 - Vote by Mail	775	215	27.74	40	60	84	99
LOM1092 1092	14	9	64.29	2	2	2	3
LOM1092 - Vote by Mail	14	3	21.43	********** Insufficient Turnout to Protect Voter Privacy *********			
LOM1093 1093	0	0	0.00	0	0	0	0
LOM1093 - Vote by Mail	0	0	0.00	0	0	0	0
LOM1095 1095	2011	162	8.06	30	57	39	56
LOM1095 - Vote by Mail	2011	284	14.12	63	96	91	123
LOM1096 1096	1700	94	5.53	23	31	33	41
LOM1096 - Vote by Mail	1700	301	17.71	70	87	116	156
LOM1097 1097	449	39	8.69	5	10	16	12
LOM1097 - Vote by Mail	449	108	24.05	24	32	35	45
LOM1098 1098	1984	179	9.02	39	52	64	82
LOM1098 - Vote by Mail	1984	408	20.56	77	145	155	182
LOM1099 1099	190	15	7.89	7	5	3	5
LOM1099 - Vote by Mail	190	35	18.42	8	8	10	17
LOM1100 1100	1692	224	13.24	47	49	111	139
LOM1100 - Vote by Mail	1692	398	23.52	81	97	215	237
LOM1101 1101	1601	218	13.62	51	53	104	134
LOM1101 - Vote by Mail	1601	460	28.73	84	115	256	285
LOM1102 1102	224	32	14.29	7	4	19	22
LOM1102 - Vote by Mail	224	70	31.25	25	15	36	46
LOM1151 1151	9	1	11.11	********** Insufficient Turnout to Protect Voter Privacy *********			
LOM1151 - Vote by Mail	9	6	66.67	1	3	4	2
LOM1631 1631	0	0	0.00	0	0	0	0
LOM1631 - Vote by Mail	0	0	0.00	0	0	0	0
LOM1209 1209	0	0	0.00	0	0	0	0
LOM1209 - Vote by Mail	0	0	0.00	0	0	0	0
LOM1210 1210	0	0	0.00	0	0	0	0
LOM1210 - Vote by Mail	0	0	0.00	0	0	0	0
LOM1211 1211	0	0	0.00	0	0	0	0
LOM1211 - Vote by Mail	0	0	0.00	0	0	0	0
Precinct Totals	10649	1029	9.66	226	280	412	520
Vote by Mail Totals	10649	2288	21.49	473	658	1003	1193
Grand Totals	10649	3317	31.15	699	938	1415	1713
California	10649	3317	31.15	699	938	1415	1713
San Bernardino County	10649	3317	31.15	699	938	1415	1713
State Bd of Equal 4	10649	3317	31.15	699	938	1415	1713
U. S. Representative District 31	10649	3317	31.15	699	938	1415	1713
Senatorial District 23	10649	3317	31.15	699	938	1415	1713
State Assembly District 40	10649	3317	31.15	699	938	1415	1713
Supervisorial District 3	10649	3317	31.15	699	938	1415	1713
Supervisorial District 5	0	0	0.00	0	0	0	0
City of Loma Linda	10649	3317	31.15	699	938	1415	1713

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: July 10, 2018

TO: City Council

FROM: Barbara Nicholson, City Clerk

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Appoint City Council Members to the following Boards/Commissions

a. San Bernardino County Transportation Authority (SBCTA)
b. Omnitrans
c. Inland Valley Development Agency (IVDA)
d. San Bernardino International Airport Authority (SBIAA
e. Solid Waste Management Board
f. San Bernardino Valley Municipal Water District Advisory Commission on Water Policy
g. California Joint Powers Insurance Authority Board of Directors (CJPIA)
h. Board of Directors Consolidated Fire Agencies JPA (Confire)

RECOMMENDATION

It is recommended that the City Council confirm current appointments or appoint new delegates and/or alternates.

BACKGROUND

Customarily after re-organization, the City Council considers appointments of its members to serve various local and regional boards and commissions. The following is a listing and brief description of each board or commission on which members of the City Council serve as representatives of the City, as well as the current appointments. All boards, with the exception of the CJPIA, require filing a Statement of Economic Interests.

San Bernardino County Transportation Authority (SBCTA), formerly SANBAG – SBCTA is responsible for cooperative regional transportation planning and furthering an efficient multi-modal system for San Bernardino County. The Board of Directors meets at 10 a.m. on the first Wednesday of every month at the San Bernardino County Transportation Authority Santa Fe Depot – First Floor Lobby Board Room 1170 W. 3rd Street, San Bernardino.

Current delegate - Mayor Rigsby; alternate – Councilman Dailey

Omnitrans – Omnitrans is a Joint Powers Authority (JPA) administered by a Board of Directors, made up of the Mayor or Council Member from each member-City and four Supervisors of the County of San Bernardino. Each City and the County has one designated alternate Board Member. The Omnitrans Board of Directors typically meet on the first Wednesday of the month at 8:00 a.m. at Omnitrans Headquarters, located at 1700 West Fifth Street in San Bernardino.

Current delegate – Councilman Dailey; alternate – Councilman Popescu

Inland Valley Development Agency (IVDA) - The IVDA is a joint powers authority comprised of the County of San Bernardino and the Cities of San Bernardino, Colton and Loma Linda. The IVDA is charged with obligations and responsibilities to serve as the Local Reuse Authority to achieve successful implementation of the base reuse plan for the effective reuse of the former Norton Air Force Base. This includes support for a pubic airport and various lands and buildings. Regular meeting of he Agency Board are held in the main auditorium of the Norton Regional Event Center, 1601 E Third Street, San Bernardino on the 2nd Wednesday of each month, with closed session starting at 3:00 p.m. and open session at 3:30 p.m.

Current delegate – Councilman Popescu and Mayor pro tempore Dupper; alternate – Councilman Lenart

San Bernardino International Airport Authority (SBIAA)- the SBIAA is an regional joint powers authority created by and through State Legislation to serve as the owner, developer, and operator of the aeronautical portions of the former Norton Air Force Base, now known as the San Bernardino International Airport. The SBIAA Oversees a U.S. Department of Transportation, Federal Aviation Administration (FAA) Part-139 Certified Public Airport. The Commission is comprised of members from the County of San Bernardino, Cities of San Bernardino, Colton, Loma Linda and Highland. Regular meetings of the Authority Commission are held in the main auditorium of the Norton Regional Event Center, 1601 E Third Street, San Bernardino on the 4th Wednesday each month, with closed session at 3:00 p.m. and open session at 3:30 p.m.

Current delegate – Councilman Popescu; alternate – Mayor pro tempore Dupper

Solid Waste Management Board – the Board is advisory to the County Board of Supervisors as mandated by and relating to AB 939. They meet quarterly on the third Thursday at 2:00 p.m. at the Fisk Auditorium of the San Bernardino County Museum, 2024 Orange Tree Lane, Redlands.

Current delegate – Councilman Lenart; alternate – Mayor pro tempore Dupper

San Bernardino Valley Municipal Water District Advisory Commission on Water Policy – The Commission consists of 21 member agenci3es and discussed issues related to the San Bernardino Basin, such as water transfers and rates. The Commission meets on an as-needed basis at the San Bernardino Valley Municipal Water District, 380 E. Vanderbilt Way, San Bernardino.

Current delegate – Councilman Lenart; alternate – Mayor pro tempore Dupper

California Joint Powers Insurance Authority Board of Directors (CJPIA) - The board approves the operating budget for the Authority and considers amendments to the Agreement with member agencies. The Delegate must be a Council Member; any number of alternates may be appointed from Council or Staff to ensure representation at the annual meeting. The Board meets annually in July.

Current delegate - Mayor pro tempore Dupper; alternate – City Manager Thaipejr and Finance Director DeAnda

Consolidated Fire Agencies JPA Board of Directors (Confire) – the Board approves the operating budget and oversees the JPA among the cities of Loma Linda, Redlands, Colton, Rialto, Rancho Cucamonga, and the San Bernardino County Fire Agency for emergency communication services under the contact with the San Bernardino County Communication Center for dispatch services. The Board meets on an as-needed basis, but at least bi-annually.

Current delegate - Mayor Rigsby; alternate – Mayor pro tempore Dupper

City of Loma Linda Official Report

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

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: July 10, 2018

TO: City Council

VIA: Jarb Thaipejr, City Manager

FROM: Jeff Bender, Fire Chief JB

SUBJECT: Spring 2018 Weed Abatement Program

Report of Proceedings / Account of Costs

RECOMMENDATION

That the City Council: Receive the report of the **Spring 2018 Weed Abatement Program**, approve the report and accounting of costs, and adopt the accompanying Resolution establishing liens and assessments on the properties.

BACKGROUND

The International Fire Code, 2015 edition, Section 304 adopted and amended by Loma Linda Municipal Code Chapter 15.28, establishes the authority for removing combustible vegetation when it is determined to be a fire hazard. Section 304.1.2 states "Weeds, litter, flammable waste, grass or other vegetation capable of being ignited and endangering property shall be cut down and removed by the owner or occupant of the premises." Vegetation clearance requirements in the wildland-urban interface areas shall be in accordance with Chapter 49.

ANALYSIS

The spring 2018 Weed Abatement program began on **March 26, 2018** with an initial inspection of approximately 435 parcels. Pursuant to Sections 104.5 of the International Fire Code, 233 Notices to Clean Property, Exhibit "A", were sent by regular mail on **March 29, 2018** to the **OWNER OF RECORD** as provided by the County Assessor's office. Follow-up inspections began on **April 16, 2018.** If abatement had not been accomplished, or if arrangements for a time extension had not been made with this office, the parcel was placed on an abatement list which was given to a City contractor for initiation of the abatement work. Combustible vegetation/fire hazards were abated by the City contractor on **27 parcels.**

On **June 7, 2018** invoices (See Exhibit "B") specifying the cost of the work performed by the contractor, plus the City's administrative fee, were mailed to the **OWNER OF RECORD** for each parcel giving them the opportunity to make payment of the bill by **July 10, 2018.**

Parcels abated by the City contractor and which **remain un-paid** are listed on Exhibit "C". Upon completion and documentation of the abatement work payment was made to the contractor by the City.

Owners have the opportunity to appear at the hearing to ask questions or dispute any bills or proceedings.

Subsequent to the **July 10, 2018** Hearing and Council action, the Report of Costs, with accompanying Resolution (see attached), will be forwarded to the Property Tax Division of the San Bernardino County Auditor/Controller-Recorder for collection as assessments and or liens against the property.

ENVIRONMENTAL

No adverse environmental impact. The Weed Abatement program removes weeds and other flammable vegetation or combustible waste that is deemed to present a fire hazard.

FINANCIAL IMPACT

Recovery of abatement costs plus administrative fees are outlined on Exhibit "C".

ATTACHMENTS:

Exhibit A: Sample Notice to Clean Property

Exhibit B: Sample Invoice

Exhibit C: List of Un-Paid Invoices

Copy of Resolution Adopting Report and Statement of Expenses and Imposing a Lien upon Property for payment.

Loma Linda Fire Department

FIRE PREVENTION BUREAU

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

NOTICE TO CLEAN PROPERTY

3/29/2018

Parcel Number:
Location:

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

NOTES:

Any weeds or other fire hazards as listed above on this property must be removed or abated in an acceptable manner manner by **April 15, 2018.** Failure to remove or abate by this date will be cause for the City of Loma Linda or it's designated contractor to enter onto the property to accomplish the abatement. In addition to the costs for cleaning, will also be assessed an administrative fee of 70% of the cost of the work or $100, whichever is greater. Failure to pay all charges will cause a tax assessment and lien to be placed against the property.

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

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

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

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

Tim Bradfield
Fire Marshal

By: *Tom Ingalls*
Tom Ingalls
Fire Prevention Inspector

EXHIBIT A

City of Loma Linda

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

Sister City – Manipal, Karnataka, India

INVOICE

June 6, 2018

Parcel Number:
Location:

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

The following amount is now due for **Spring 2018** weed abatement:

Abatement Cost:	$70.00
Administrative Charges:	$100.00
Total Due:	**$170.00**

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

Payment must be received by **July 10, 2018 at 5:00 p.m.** after which time a Public Hearing will be conducted to hear a Report of Cost. The Public Hearing is scheduled for **July 10, 2018 at 7:00 p.m.** at the City of Loma Linda Council Chambers, 25541 Barton Road, at which time Total Charges will be placed as assessments and or liens against the above real property.

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

Tim Bradfield
Fire Marshal

By:
Tom Ingalls

Tom Ingalls
Fire Prevention Inspector

EXHIBIT B

SPRING 2018
OUTSTANDING WEED INVOICES

INV #	APN	OWNER	AddressofRecord	contractorcost	AdminFees	TOTAL	DateOrdered	DateAbated
18009	029211128	REDLANDS UNIFIED SCHOOL DISTRICT	20 W. LUGONIA AVE REDLANDS CA 92373	3,350.00	2,345.00	5,695.00	April 25, 2018	27-Apr-18
	029212203							
	029212202							
	029211155							
	02021154							
	029211142							
	029211141							
18014	028326119	LIM, HUNG	2404 FALLING OAKS DR RIVERSIDE CA 92506	170.00	119.00	289.00	April 25, 2018	4-May-18
18015	028311456	USPAR ENTERPRISES	2037 S VINEYARD AVE ONTARIO CA 91761	135.00	100.00	235.00	April 25, 2018	3-May-18
18017	029212181	LIN, TSAI C	2026 TURNBULL CANYON HACIENDA HEIGHTS CA 91745	335.00	234.00	569.00	April 25, 2018	5-May-18
18019	028319222	SHANMUGHAM, KARTHLKEYAN	1601 BARTON RD APT 901 REDLANDS CA 92373	135.00	100.00	235.00	April 25, 2018	9-May-18
18020	0292131149	LERMA, EDDIE	1916 CAVE ST REDLANDS CA 92374	170.00	119.00	289.00	April 25, 2018	9-May-18
18021	029213206	REYES, YOLANDA	2205 WOODLAWN CIR MELBOURNE FL 32934	70.00	100.00	170.00	April 25, 2018	9-May-18
18022	028311425	ENRIQUEZ, MARISSA	22989 DELCA LN WILDOMAR CA 92595	135.00	100.00	235.00	April 25, 2018	10-May-18
18023	029301112	KIM, GUN EUNG	11756 WELEBIR ST LOMA LINDA CA 92354	470.00	329.00	799.00	April 25, 2018	11-May-18
18023	028312123	CHINCHAY, HUGO F SR	18 JOSEPH DR SOUTH SAN FRANCISCO CA 94080	350.00	245.00	595.00	April 25, 2018	10-May-18
18024	029211135	HUNT, DONALD G TR	12844 INGLEWOOD AVE HAWTHORNE CA 90250	1,360.00	952.00	2,312.00	April 25, 2018	15-May-18
18026	028407105	SALCEDO CONCEPCION TRUST	325 SHARON PARK DR SUI#110 MENLO PARK CA 94025	140.00	100.00	240.00	April 25, 2018	15-May-18
18027	029204151	WALAYAT, DIANA J	24550 LAWTON AVE LOMA LINDA CA 92354	380.00	266.00	646.00	April 25, 2018	21-May-18
18028	028401213	ZIRKLE, JONATHAN REVOCABLE LIV TR	24747 BARTON RD LOMA LINDA CA 92354	70.00	100.00	170.00	April 26, 2018	15-May-18
18029	029302120-21	THOMAS, IMAD K	466 GREEN ORCHARD PL RIVERSIDE CA 92506	140.00	100.00	240.00	April 25, 2018	22-May-18
18030	029303230	WALAYAT, WARRIS RICHARD	24550 LAWTON AVE LOMA LINDA CA 92354	380.00	266.00	646.00	April 25, 2018	21-May-18
18032	029304148	HOU, QINGMING	195 41ST STREET, STE 11140 OAKLAND, CA 94611	105.00	100.00	205.00	April 25, 2018	29-May-18
18033	029204149	BRUTUS, ELIZABETH	2255 CHUILLA ST APT 103 COLTON CA 92324	340.00	238.00	578.00	April 25, 2018	28-May-18
17034	029310109-10	WESTERN DESERT 886, LLC	5109 E LA PALMA AVE STE D ANAHEIM CA 92807	240.00	168.00	408.00	April 25, 2018	29-May-18
18034	028426102	AGNETTA, ROBERT	1205 IVES ST WATERTOWN NY 13601	280.00	196.00	476.00	April 25, 2018	2-Jun-18

EXHIBIT C

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA ADOPTING A REPORT AND STATEMENT OF EXPENSES FOR THE SPRING 2018 WEED ABATEMENT PROGRAM AND IMPOSING A LIEN UPON PROPERTY FOR PAYMENT THEREFOR

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

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

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

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

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

That the cost of the abatement work done or caused to be done by the City as shown on the statement of expenses is hereby ordered to be paid by July 10, 2018; and

That if said costs have not been paid by July 10, 2018, they shall constitute a lien upon the real property against which the nuisance was abated and shall be collected either by a personal civil suit against the person creating, causing or permitting the nuisance, or by a special assessment against the real property; and

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

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

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

PASSED, APPROVED AND ADOPTED this 10th day of July 2018 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Rhodes Rigsby, Mayor

ATTEST:

_____
Barbara Nicholson, City Clerk

Resolution No.
Attachment

EXHIBIT A

SPRING 2018
OUTSTANDING WEED INVOICES

INV #	APN	OWNER	AddressofRecord	contractorcost	AdminFees	TOTAL	DateOrdered	DateAbated
18009	029211128	REDLANDS UNIFIED SCHOOL DISTRICT	20 W. LUGONIA AVE REDLANDS CA 92373	3,350.00	2,345.00	5,695.00	April 25, 2018	27-Apr-18
	029212203							
	029212202							
	029211155							
	02021154							
	029211142							
	029211141							
18014	028326119	LIM, HUNG	2404 FALLING OAKS DR RIVERSIDE CA 92506	170.00	119.00	289.00	April 25, 2018	4-May-18
18015	028311456	USPAR ENTERPRISES	2037 S VINEYARD AVE ONTARIO CA 91761	135.00	100.00	235.00	April 25, 2018	3-May-18
18017	029212181	LIN, TSAI C	2026 TURNBULL CANYON HACIENDA HEIGHTS CA 91745	335.00	234.00	569.00	April 25, 2018	5-May-18
18019	028319222	SHANMUGHAM, KARTHLKEYAN	1601 BARTON RD APT 901 REDLANDS CA 92373	135.00	100.00	235.00	April 25, 2018	9-May-18
18020	0292131149	LERMA, EDDIE	1916 CAVE ST REDLANDS CA 92374	170.00	119.00	289.00	April 25, 2018	9-May-18
18021	029213206	REYES, YOLANDA	2205 WOODLAWN CIR MELBOURNE FL 32934	70.00	100.00	170.00	April 25, 2018	9-May-18
18022	028311425	ENRIQUEZ, MARISSA	22989 DELCA LN WILDOMAR CA 92595	135.00	100.00	235.00	April 25, 2018	10-May-18
18023	029301112	KIM, GUN EUNG	11756 WELEBIR ST LOMA LINDA CA 92354	470.00	329.00	799.00	April 25, 2018	11-May-18
18023	028312123	CHINCHAY, HUGO F SR	18 JOSEPH DR SOUTH SAN FRANCISCO CA 94080	350.00	245.00	595.00	April 25, 2018	10-May-18
18024	029211135	HUNT, DONALD G TR	12844 INGLEWOOD AVE HAWTHORNE CA 90250	1,360.00	952.00	2,312.00	April 25, 2018	15-May-18
18026	028407105	SALCEDO CONCEPCION TRUST	325 SHARON PARK DR SUI#110 MENLO PARK CA 94025	140.00	100.00	240.00	April 25, 2018	15-May-18
18027	029204151	WALAYAT, DIANA J	24550 LAWTON AVE LOMA LINDA CA 92354	380.00	266.00	646.00	April 25, 2018	21-May-18
18028	028401213	ZIRKLE, JONATHAN REVOCABLE LIV TR	24747 BARTON RD LOMA LINDA CA 92354	70.00	100.00	170.00	April 26, 2018	15-May-18
18029	029302120-21	THOMAS, IMAD K	466 GREEN ORCHARD PL RIVERSIDE CA 92506	140.00	100.00	240.00	April 25, 2018	22-May-18
18030	029303230	WALAYAT, WARRIS RICHARD	24550 LAWTON AVE LOMA LINDA CA 92354	380.00	266.00	646.00	April 25, 2018	21-May-18
18032	029304148	HOU, QINGMING	195 41ST STREET, STE 11140 OAKLAND, CA 94611	105.00	100.00	205.00	April 25, 2018	29-May-18
18033	029204149	BRUTUS, ELIZABETH	2255 CHUILLA ST APT 103 COLTON CA 92324	340.00	238.00	578.00	April 25, 2018	28-May-18
17034	029310109-10	WESTERN DESERT 886, LLC	5109 E LA PALMA AVE STE D ANAHEIM CA 92807	240.00	168.00	408.00	April 25, 2018	29-May-18
18034	028426102	AGNETTA, ROBERT	1205 IVES ST WATERTOWN NY 13601	280.00	196.00	476.00	April 25, 2018	2-Jun-18

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: July 10, 2018

TO: City Council

SUBJECT: Demands Register

RECOMMENDATION

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

Voucher List

CITY OF LOMA LINDA
06-28-2018 Month-End

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
7684	6/28/2018	001044 U.S. BANK	2018062700007684		CITY OF LL WATER REVENUE REFUND	293,881.80
					Total :	**293,881.80**
626152	6/20/2018	005462 ACCOUNTEMPS	51162536	P-0000014759	TEMPORARY ACCT TECH - FINANCE	1,014.77
					Total :	**1,014.77**
626153	6/20/2018	000033 ALL AMERICAN ASPHALT	179966	P-0000014741	PAVEMENT REHAB AT VARIOUS LOCAT	6,925.20
					Total :	**6,925.20**
626154	6/20/2018	001730 AFLAC	986678		AFLAC INSURANCE PREMIUM-JUNE 2(	2,075.25
					Total :	**2,075.25**
626155	6/20/2018	001851 UNUM INSURANCE	00091890-001 0		LIFE INSURANCE PREMIUM-JULY 2018	630.06
					Total :	**630.06**
626156	6/20/2018	001851 UNUM INSURANCE	0091889-001 4		LIFE & DISABILITY INSUR PREMIUM-JU	4,424.47
					Total :	**4,424.47**
626157	6/26/2018	005206 SWRCB-DWOCP	REEXAMINATION APPLIC		REEXAMINATION FEE FOR GRADE 2	45.00
					Total :	**45.00**
626158	6/26/2018	005206 SWRCB-DWOCP	REEXAMINATION FEE		REEXAMINTION FEE OPERATOR I FOR	30.00
					Total :	**30.00**
626159	6/26/2018	003139 JULIA LOEFFERT	REQUEST		FLEX MEDICAL REIMBURSEMENT-201E	50.00
					Total :	**50.00**
626160	6/26/2018	004093 MARTHA YBARRA	REQUEST		FLEX MEDICAL REIMBURSEMENT-201E	30.00
					Total :	**30.00**
626161	6/26/2018	003470 MISSION LANE MAINTENCE CORP, C/O SONA	LL1001	P-0000014389	City's share of the annual maintenance	2,493.00
					Total :	**2,493.00**
626162	6/26/2018	005881 PAZ VALENZUELA	993761021		REFUND-CUSTOMER ACCIDENTLY OVI	1,000.00
					Total :	**1,000.00**
626163	6/26/2018	001741 GREG DESMET	REQUEST		REIMBURSEMENT FOR MEAL FOR CRE	55.63

Bank code : bofa

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
626163	6/26/2018	001741	001741 GREG DESMET	(Continued)		**Total :**	**55.63**
626164	6/28/2018	000857	S.B. CO OFC AUDITOR/CONTR	05/2018		05/2018 PARKING CITATIONS (135 X 12.	1,687.50
						Total :	**1,687.50**
626165	6/28/2018	000876	SAN BERNARDINO MUNICIPAL WATER	05/2018		05/2018 SEWER SVC COLLECTIONS	241,749.28
						Total :	**241,749.28**
626166	6/28/2018	005673	CR&R	05/2018		05/2018 REFUSE PAYMENT COLLECTIC	78,317.62
						Total :	**78,317.62**
626167	6/28/2018	000213	TIME WARNER	0212906060518	P-0000014346	TV CABLE SERVICES VARIOUS LOCATI	42.02
						Total :	**42.02**
626168	6/28/2018	005502	FRONTIER COMMUNICATIONS	909-799-7257-0624145		PHONE SERVICE	39.02
						Total :	**39.02**
626169	6/28/2018	000739	PETTY CASH	re		REQUEST	376.64
						Total :	**376.64**
626170	6/28/2018	005462	ACCOUNTEMPS	51221780	P-0000014759	TEMPORARY ACCT TECH - FINANCE	762.60
						Total :	**762.60**
626171	6/28/2018	003294	US POSTAL SERVICE, NEOPOST POSTAGE-O	request		POSTAGE MTR #47718562	1,000.00
						Total :	**1,000.00**
626172	6/28/2018	001631	JEFF BENDER	request		2018 FLEX MEDICAL REIMBURSEMENT	859.07
						Total :	**859.07**
626173	6/28/2018	000690	NEW YORK LIFE INSURANCE CO	S15351 000		LIFE INSURANCE PREMIUMS	56.34
						Total :	**56.34**
626174	6/28/2018	001965	J.L. LUZADAS	request		2018 FLEX MEDICAL REIMBURSEMENT	7.48
						Total :	**7.48**
1001089833	6/6/2018	000773	P.E.R.S.	1001089833		HEALTH INSURANCE PREMIUM-JUNE 2	55,749.06
						Total :	**55,749.06**

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1001089834	6/6/2018	000773 P.E.R.S.	1001089834		HEALTH INSURANCE PREMIUM-JUNE 2	1,289.64
					Total :	**1,289.64**
1001091228	6/8/2018	000771 P.E.R.S.	1001091228/29/30/31		RETIREMENT CONTRIBUTIONS-05/13-(	48,513.68
					Total :	**48,513.68**
1001096613	6/19/2018	000771 P.E.R.S.	1001096613		RETIREMENT CONTRIBUTIONS-MAY 2(	849.15
					Total :	**849.15**
1001098094	6/20/2018	000771 P.E.R.S.	1001098094/95/96/97		RETIREMENT CONTRIBUTIONS-05/27-(	48,249.92
					Total :	**48,249.92**
29	**Vouchers for bank code :**	bofa			**Bank total :**	**792,204.20**
29	**Vouchers in this report**				**Total vouchers :**	**792,204.20**

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 7684; 626152 through 626174; 1001089833, 1001089834, 1001091228, 1001096613 & 1001098094 for a total disbursement of $ 792,204.20, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

Diana DeAnda
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 July 10, 2018 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626175	7/10/2018	004229 A & I REPROGRAPHICS	CN00025908-IN	P-0000014155	PRINTING SERVICES	-132.11
			CN00028883	P-0000014155	PRINTING SERVICES	103.33
			CN00029109	P-0000014155	PRINTING SERVICES	186.87
					Total :	**158.09**
626176	7/10/2018	000045 AMERIGAS - BLOOMINGTON 1120	3079095117		RANK RENT 500 GALLON TANK	114.22
					Total :	**114.22**
626177	7/10/2018	003833 ATKINSON, ANDESLON, LOYA, RUUD, & ROM(	546473	P-0000014440	HUMAN RESOURCES LEGAL COUNSEI	10,299.50
				P-0000014723		
					Total :	**10,299.50**
626178	7/10/2018	005174 BRENT BILLINGSLEY, AUTOMATED WATER TF	556	P-0000014163	CHLORINE TABLETS FOR WELLS	3,425.74
					Total :	**3,425.74**
626179	7/10/2018	000201 CLA-VAL CO., GRISWOLD INDUSTRIES	747714	P-0000014173	PARTS AND SERVICES FOR WELLS	869.76
					Total :	**869.76**
626180	7/10/2018	001173 COUNTY OF SAN BERNARDINO, DEPT OF INF	22213	P-0000014179	PAGER MONITORING SERVICES	12.56
					Total :	**12.56**
626181	7/10/2018	001279 DAILY JOURNAL CORPORATION	B3144047	P-0000014182	LEGAL ADVERTISING; NOTICE INVITIN(	321.20
					Total :	**321.20**
626182	7/10/2018	005889 DAVID SANNER	REQUEST		REFUND OF EXCESS PAID FOR CANDI	144.00
					Total :	**144.00**
626183	7/10/2018	003035 DOUGLAS L. GOODMAN, GOODMAN & ASSO(	5180	P-0000014669	PREPARE DOCS AND ENG SUPPORT F	1,190.00
					Total :	**1,190.00**
626184	7/10/2018	002179 ENGINEERING RESOURCES	50726	P-0000014724	PREPARE ZONE 2A WATER STORAGE :	8,422.00
					Total :	**8,422.00**
626185	7/10/2018	001521 FACILITIES PROTECTION SYSTEMS, INTELLI(	57879	P-0000014899	HERITAGE HOUSE REPLACE FLOW SV	4,792.00
					Total :	**4,792.00**
626186	7/10/2018	000331 FAIRVIEW FORD SALES, INC	C45670	P-0000014192	VEHICLE PARTS & REPAIRS	62.50

Bank code : bofa

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
626186	7/10/2018	000331	000331 FAIRVIEW FORD SALES, INC	(Continued)			
						Total :	**62.50**
626187	7/10/2018	005407	FAMILY SERVICE ASSOC (FSA)	03-2018-002	P-0000014662	FSA - SENIOR CENTER MEAL PROGRA	3,601.87
						Total :	**3,601.87**
626188	7/10/2018	000973	FIREHOUSE MAGAZINE	2018-1103211847		SUBSCRIPTION-GILLETTE	29.95
						Total :	**29.95**
626189	7/10/2018	005256	FLYERS ENERGY, LLC	18-714177	P-0000014195	FUEL	1,910.79
						Total :	**1,910.79**
626190	7/10/2018	005890	GABRIEL URIBE	REQUEST		REFUND OF EXCESS PAID FOR CANDI	144.00
						Total :	**144.00**
626191	7/10/2018	002636	GOLDEN BELL PRODUCTS, INC	16351	P-0000015108	INSECTA TREATMENT OF MANHOLES	11,990.00
						Total :	**11,990.00**
626192	7/10/2018	002484	HAAKER EQUIPMENT CO	C41771		WIRE NOZZLE	65.70
						Total :	**65.70**
626193	7/10/2018	005244	HHS CONSTRUCTION, INC.	59165	P-0000014819	INSTALL FIBER OPTICS FROM STEWAF	12,920.10
						Total :	**12,920.10**
626194	7/10/2018	005884	HIRAL PATEL	2		REIMBURSEMENT OF UNUSED FUNDS	32.93
						Total :	**32.93**
626195	7/10/2018	005587	IDSMP, INC DBA, INNOVATIVE EMERGENCY E	25824		LABOR	446.02
						Total :	**446.02**
626196	7/10/2018	000480	INLAND WATER WORKS SUPPLY	S1011077.001	P-0000014856	REPLACE VALVE AT RICHARDSON WEI	9,828.96
				S1011434.004	P-0000014211	WATER PARTS AND MATERIALS FOR R	173.99
				S1012869.001	P-0000015105	FIRE HYDRANT REPAIR	2,341.44
				S1013095.001	P-0000014211	WATER PARTS AND MATERIALS FOR R	689.04
						Total :	**13,033.43**
626197	7/10/2018	001965	J.L. LUZADAS	1		REIMBURSEMENT FOR STATE AND ICE	200.00
						Total :	**200.00**

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626198	7/10/2018	005885 KB HOME GREATER L.A. INC.	3		REFUND SALES TRAILER DEPOSIT FO	5,000.00
					Total :	**5,000.00**
626199	7/10/2018	002045 LOMA LINDA HEATING & AIR, CONDITIONING,	22307	P-0000014229	HVAC SERVICE AND MAINTENANCE.	85.00
			22345	P-0000014229	HVAC SERVICE AND MAINTENANCE.	228.75
			22372	P-0000014229	HVAC SERVICE AND MAINTENANCE.	530.72
					Total :	**844.47**
626200	7/10/2018	001733 LOWE'S COMPANIES, INC.	25736	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	38.91
			27588	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	30.57
			27814	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	28.65
			927629	P-0000014230	IMPROVEMENT SUPPLIES AND MATER	16.95
					Total :	**115.08**
626201	7/10/2018	002392 MICHAEL P. ATCHISON	1		EMT RECERTIFICATION-ATCHISON	107.00
					Total :	**107.00**
626202	7/10/2018	005867 MOHAWK GROUP	C3004959	P-0000014903	LIBRARY FLOORING REPLACEMENT M	11,083.51
					Total :	**11,083.51**
626203	7/10/2018	005855 MOMAR, INC.	PSI1239152		INDEX-TEND PRY BAR SYSTEM LARGE	185.92
					Total :	**185.92**
626204	7/10/2018	004703 MUNICIPAL EMERGENCY SVCS, INC	IN1235361	P-0000014846	TURN OUTS	3,177.33
			IN1236123	P-0000014846	TURN OUTS	9,532.00
					Total :	**12,709.33**
626205	7/10/2018	005866 NEW IMAGE INTERIOR FLOORING	484	P-0000014906	LIBRARY FLOORING INSTALLATION	11,103.50
					Total :	**11,103.50**
626206	7/10/2018	001613 OFFICE DEPOT, INC	152459603001	P-0000014238	OFFICE SUPPLIES.	78.75
					Total :	**78.75**
626207	7/10/2018	005232 P & P UNIFORMS	414670/4	P-0000014240	UNIFORMS.	100.20
			415026/4	P-0000014240	UNIFORMS.	350.16
			415027/4	P-0000014240	UNIFORMS.	144.36
					Total :	**594.72**

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626208	7/10/2018	000726 PARKHOUSE TIRE INC	2010570963	P-0000014243	VEHICLE TIRES	1,139.01
					Total :	**1,139.01**
626209	7/10/2018	004413 PHIL DUPPER	REQUEST		REFUND OF EXCESS PAID FOR CANDI	144.00
					Total :	**144.00**
626210	7/10/2018	001592 PHOENIX GROUP INFORMATION SYST	0520181143	P-0000014246	PARKING CITATION DELIQUENT NOTIC	52.94
					Total :	**52.94**
626211	7/10/2018	004458 PRINTING & PROMOTION PLUS, INC	68505	P-0000014248	PRINTING OF BUSINESS CARDS.	63.96
					Total :	**63.96**
626212	7/10/2018	000766 PRUDENTIAL OVERALL SUPPLY	22624440	P-0000014249	SHOP RAGS	46.68
					Total :	**46.68**
626213	7/10/2018	000864 REGISTRAR OF VOTERS	2673		SERVICES PROVIDED BY THE SAN BEI	912.00
					Total :	**912.00**
626214	7/10/2018	000814 RIVERSIDE CONSTRUCTION CO INC	180507	P-0000014796	CONTRACT CALIF/REDLANDS STREET	1,182,037.50
					Total :	**1,182,037.50**
626215	7/10/2018	004414 RON DAILEY	REQUEST		REFUND OF EXCESS PAID FOR CANDI	144.00
					Total :	**144.00**
626216	7/10/2018	000356 SAN BERNARDINO & RIVERSIDE CO, FIRE EC	97988	P-0000014256	RECHARGING FIRE EXTINGUISHERS.	145.80
					Total :	**145.80**
626217	7/10/2018	000875 SAN BERNARDINO VALLEY MWD	3183	P-0000015106	URBAN WATER MGMT PLAN FEES	23,740.28
					Total :	**23,740.28**
626218	7/10/2018	005886 SARAH GILBERT	REQUEST		CANCELLED COMMUNITY ROOM	230.00
					Total :	**230.00**
626219	7/10/2018	003698 SCOTT ZEHM, 2 KOI GUYS	JUNE 2018	P-0000014305	CITY HALL FOUNTAIN MAINTENANCE	125.00
					Total :	**125.00**
626220	7/10/2018	001500 SIMPLER LIFE EMERGENCY	37526	P-0000014925	CERT SUPPLIES	671.46

Bank code : bofa

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
626220	7/10/2018	001500	001500 SIMPLER LIFE EMERGENCY	(Continued)		**Total :**	**671.46**
626221	7/10/2018	004333	SOS SURVIVAL PRODUCTS	821397	P-0000014927	MEALS READY TO EAT & SANITATION I	3,417.15
						Total :	**3,417.15**
626222	7/10/2018	001356	STAPLES BUSINESS ADVANTAGE	3381346109	P-0000014262	OFFICE SUPPLIES.	57.96
				3381346111	P-0000014262	OFFICE SUPPLIES.	38.85
						Total :	**96.81**
626223	7/10/2018	005561	STATEWIDE TRAFFIC SAFETY, & SIGNS	13003024	P-0000014829	CROSSWALK LIGHTED INSTALL AT ANI	10,179.04
						Total :	**10,179.04**
626224	7/10/2018	002880	STEVE HESLOP, STEVE AND BILL'S BACKFLO	1475	P-0000014265	BACKFLOW SERVICES.	1,675.00
				1476	P-0000014265	BACKFLOW SERVICES.	126.52
						Total :	**1,801.52**
626225	7/10/2018	005883	SUNERGY	1		JOB WAS CANCELLED BY HOMEOWNE	254.25
						Total :	**254.25**
626226	7/10/2018	005270	SUPERIOR AUTOMOTIVE WAREHOUSE	015325	P-0000014266	AUTO PARTS	17.91
				015330	P-0000014266	AUTO PARTS	34.79
						Total :	**52.70**
626227	7/10/2018	005206	SWRCB-DWOCP	1		ELIAS HERRERA-CERTIFICATE RENEW	70.00
						Total :	**70.00**
626228	7/10/2018	002862	TRL SYSTEMS, INC.	421699	P-0000014939	REPAIR FIRE ADMIN DOOR	631.12
				423779	P-0000014787	LENEL UPGRADE AND SUPPORT PLAN	1,200.00
				423853	P-0000014787	LENEL UPGRADE AND SUPPORT PLAN	3,040.00
						Total :	**4,871.12**
626229	7/10/2018	001977	VULCAN MATERIALS	71850272	P-0000014275	ASPHALT MATERIALS.	150.13
						Total :	**150.13**
626230	7/10/2018	005186	WALSH CONSTRUCTION CO	4		REFUND FOR OVER PAYMENT FOR PV	3,861.00
						Total :	**3,861.00**
626231	7/10/2018	001919	WILLDAN	002-19480	P-0000014279	BUILDING INSPECTION/PLAN CHECK S	5,045.26

Bank code : bofa

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
626231	7/10/2018	001919	001919 WILLDAN	(Continued)		**Total :**	**5,045.26**
57	**Vouchers for bank code :**	bofa				**Bank total :**	**1,355,260.25**
57	**Vouchers in this report**					**Total vouchers :**	**1,355,260.25**

PAYROLL: $356,384.22 6/28/2018

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 626175 through 626231 for a total disbursement of $1,355,260.25, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

Diana DeAnda
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 July 10, 2018 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

Voucher List

CITY OF LOMA LINDA
07-10-2018

FY: 2018/2019

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
626232	7/10/2018	003239 AFSS SOUTHERN DIVISION	FY 18/19		ANNUAL MEMBERSHIP RENEWAL-LOE	50.00
					Total :	**50.00**
626233	7/10/2018	004872 MAIL FINANCE INC, A NEOPOST USA COMPAI	N7187940	P-0000015097	Lease N17043418 Folder/Inserter	1,020.84
					Total :	**1,020.84**
626234	7/10/2018	004067 SAN BERNARDINO COUNTY, FIRE PREVENTI(	FY19/Ingalls/Bradfie		INGALLS & BRADFIELD MEMBERSHIP I	40.00
					Total :	**40.00**
626235	7/10/2018	000876 SAN BERNARDINO MUNICIPAL WATER	28498		05/18 ANNUAL PERMIT FEE	150.00
					Total :	**150.00**
626236	7/10/2018	001131 SOUTH COAST A.Q.M.D.	3293226		ANNUAL RENEWAL FEES-EM ELEC GE	406.79
			3296509		EMISSIONS FEES	131.79
					Total :	**538.58**

5 Vouchers for bank code : bofa **Bank total : 1,799.42**

5 Vouchers in this report **Total vouchers : 1,799.42**

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 626232 through 626236 for a total disbursement of $ 1,799.42, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

Diana DeAnda
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 July 10, 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
Ronald Dailey, Councilman
John Lenart, Councilman
Ovidiu Popescu, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: July 10, 2018

TO: City Council

FROM: T. Jarb Thaipejr, City Manager

SUBJECT: Award Contract for Engineering Services for the Anderson Way Waterline Relocation and Storm Drain Extension Project (CIP 18-649).

RECOMMENDATION:

It is recommended that the City Council award a contract in an amount not to exceed $14,000 to Goodman & Associates of Colton, CA for engineering services for the Anderson Way Waterline Relocation and Storm Drain Extension Project.

BACKGROUND:

This project is on our Capital Improvement Program budget which includes the installation of a new waterline on Anderson Way to the water reservoir and extension of the storm drain on Anderson Way.

ANALYSIS:

Goodman & Associates provided a proposal that covers the needs of the City for a favorable cost. This firm has satisfactorily performed similar work for the City in the past and continues to provide excellent service in a timely manner.

FINANCIAL IMPACT:

Funding is available in Account No. 09-5340-8500, Infrastructure.

I:\Public Works Admin\Staff Reports\Award of Contract\Anderson Wy WaterLine StormDrain Eng Srvs 07-10-18.doc

City of Loma Linda Official Report

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

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: July 10, 2018

TO: City Council

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

SUBJECT: Adopt Council Bill #R-2018-31 Approving an Application for Grant Funding for Mobil Source Air Pollution Reduction Clean Transportation Funding.

RECOMMENDATION

It is recommended that the City Council adopt Council Bill #R-2018-31 approving the application for the MSRC Grant funding and authorizing the City Manager, or designee, to sign the application.

BACKGROUND

Clean transportation funding from the Mobil Source Air Pollution Reduction Review Committee (MSRC) has been made available through the 2017 Local Government Partnership Program. City staff has received the MSRC supplied presentation, attached, and acknowledges same. Funding up to $50,000 has been reserved for the City of Loma Linda and up to $10,000 may be used for a zero or near zero emission light duty vehicle. An electric vehicle charging station may be match funded, 50% for non-public and up to 75% for a public access facility. Other qualifying projects include traffic signal coordination and synchronization and bicycle active transportation.

ANALYSIS

Staff proposes to purchase an electric vehicle, a 2018 Ford Focus, for $30,494.37 utilizing the maximum allowable grant of $10,000.00 and reserve the remaining $40,000.00 for traffic signal coordination and synchronization and an electric vehicle charging station. Those costs are currently being researched.

FINANICIAL IMPACT

AB2766 Subvention Funds and General Funds will be used for the required match funding.

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, STATE OF CALIFORNIA, APPROVING AN APPLICATION FOR MOBIL SOURCE AIR POLLUTION REDUCTION CLEAN TRANSPORTATION FUNDING

WHEREAS, Mobil Source Air Pollution Reduction Review Committee (MSRC) through the Local Government Partnership Program is designing partnerships within the South Coast region to "jumpstart" the implementation of South Coast's AQMD's 2016 Air Quality Management Plan (AQMP); and

WHEREAS, MSRC has reserved $50,000 for the City of Loma Linda to partner with MSRC to reduce motor vehicle air pollution; and

WHEREAS, City of Loma Linda staff acknowledges receipt of the MSRC supplied presentation; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda, State of California, hereby approves the submittal of a grant application, authorizes the proposed projects to include purchase of a zero or near zero emission electric vehicle, installation of an electric charging station and allocates the necessary matching funds.

PASSED AND ADOPTED this 10th day of July 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rhodes Rigsby, Mayor

Attest:

_____
Barbara Nicholson, City Clerk

City of Loma Linda Official Report

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

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: July 10, 2018

TO: City Council

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Master Encroachment Agreement by and between The City of Loma Linda and Mobilitie, LLC

RECOMMENDATION

It is recommended that the City Council approve the Master Encroachment Agreement by and between The City of Loma Linda and Mobilitie for the construction and operation of telecommunication facilities within the public right-of-way.

BACKGROUND

Mobilitie seeks the city's permission to construct, install, and maintain a comprehensive network of small cellular and repeater sites within the city. The facilities will be attached to city owned street light and traffic signal poles. The city has the authority to regulate the terms and conditions for the use of the Public Right-of-Way for these activities through the issuance of permits and to impose fees in connection with its placement of Telecommunications Network Facilities in the Public Right-of-Way. The purpose of this Agreement is to provide the general framework to allow Mobilitie to apply for necessary permits. Additionally, Mobilitie will be granted permission to install, move, and/or remove Telecommunications Network Facilities on city Property located within the Public Right-of-Way within the city. The city retains the right to determine aesthetic consideration, ultimate placement, and visual effects upon the community.

ENVIRONMENTAL

There is no environmental impact.

FINANCIAL IMPACT

There is an unknown positive fiscal impact which may include fees for permits issued and site leases for the individual facilities.

MASTER ENCROACHMENT AGREEMENT

MASTER ENCROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF LOMA LINDA AND MOBILITIE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF TELECOMMUNICATIONS NETWORK FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY

This Master Encroachment Agreement for the Construction, Installation, Maintenance and Operation of Telecommunications Network Facilities Within the Public Right-of-Way ("Agreement") is entered into effective as of _____, 2018 ("Effective Date") between the CITY OF LOMA LINDA, a municipal corporation organized and operating under the laws of the State of California (the "City") and MOBILITIE, LLC, a Nevada limited liability company ("Permittee" and together with City, the "Parties" and each, a "Party").

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions:

RECITALS

WHEREAS, Permittee is a limited liability company, duly organized and existing under the laws of the State of Nevada and authorized by the Public Utilities Commission of the State of California ("PUC") under its Certificate of Public Convenience and Necessity (No. U-7203-C) ("CPCN") to provide resold and full facilities-based local exchange telecommunications services; and

WHEREAS, Permittee seeks the City's permission to construct, install, and maintain a comprehensive network of Telecommunications Network Facilities (as defined herein) within the City's Public Right-of-Way (as defined herein) within the City, which work is within the scope of Permittee's CPCN.

WHEREAS, City has the authority to regulate the terms and conditions for the use of the Public Right-of-Way for the construction, installation, maintenance, and operation of Telecommunications Network Facilities by telecommunications providers through the issuance of Permits (as defined herein) and the authority to impose permit and other fees on Permittee in connection with its placement of Telecommunications Network Facilities in the Public Right-of-Way.

WHEREAS, the purpose of this Agreement is to provide the general framework within which Permittee will apply for necessary Permits and install, move, and/or remove Telecommunications Network Facilities on City Property located within the Public Right-of-Way within the corporate limits of the City.

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

DEFINITIONS

City – Means the City of Loma Linda, a municipal corporation organized and operating under the laws of the State of California, and includes the duly elected or appointed officers, agents, employees, and volunteers of the City of Loma Linda, individually or collectively.

Telecommunications Network Facilities or Facilities – Means, without limitation, antennas, radios, fiber optic cables, wires, lines, conduits, converters, splice boxes, cabinets, handholes, manholes, vaults, drains, surface location markers, waveguides, poles, towers, conductors, ducts, amplifiers, appliances, pedestals, or other associated equipment and related hardware, appurtenances, and facilities to be used by Permittee to provide service or to be located by Permittee on City Property and/or in any Public Right-of-Way of the City and used or be useful for the transmission of Telecommunications Services – all as described in more detail in any and all Permits.

Laws – Means any order, certificate, judicial decision, statute, constitution, ordinance, resolution, rule, tariff, administrative order, or other requirement of any municipality, county, state, federal, or other agency having joint or several jurisdiction over the Parties to this Agreement, in effect either at the time of execution of this Agreement or at any time during the location of the Facilities in the Public Right-of-Way including, without limitation, any regulation or order of an official entity or body (including the Federal Communication Commission ("FCC") or any successor agency. A reference to "Laws" shall include, without limitation, any lawful provision of the Loma Linda Municipal Code ("LLMC") or any other City ordinance, resolution or regulation.

Permit – Means an individual encroachment permit, in substantially the same form as attached hereto as Exhibit A, obtained by Permittee from the City pursuant to an application filed in accordance with all applicable City procedures and requirements. The term does not include permits, agreements or other authorizations required to occupy City Property.

Permittee – Means the Permittee named in the Preamble and its lawful successors or permitted assigns.

Public Right-of-Way – Means the surface, the air space above the surface, and the area below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, boulevards, and similar places as the same now or may thereafter exist that are owned or controlled by the City, are dedicated to the use of the general public for street purposes, and are under the jurisdiction of the City. This term shall not include any property owned by any person or agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any person. This term shall not include any City Property.

City Property – Means any City-owned buildings, land or other property located outside of the Public Right-of-Way, and any City-owned infrastructure located within the Public Right-of-Way, including, without limitation utility poles, traffic light poles, wires, fiber-optic strands, conduit and street light poles.

Telecommunications Services – Means services that Permittee is authorized to offer and/or provide through the Telecommunications Network Facilities pursuant to its CPCN and PUC decisions pertaining to telecommunications.

1. Limitations and Restrictions of Permit.

1.1 Subject to the provisions of this Agreement and all applicable Laws, City hereby allows Permittee and its employees, contractors, subcontractors, agents, representatives and permitted assigns to encroach upon City's Public Right-of-Way for the purpose of construction, installation, maintenance, location, movement, operation, placement, protection, reconstruction, reinstallation, relocation, removal, repair and replacement of the Telecommunications Network Facilities on City Property as described and shown in any applicable Permit, which by this reference is incorporated herein (the "Work"). Such facilities shall be designed and constructed so as to minimize aesthetic visual or other impacts to the greatest extent possible, and to blend with, or be incorporated into, existing architectural features. Permittee hereby certifies that the descriptions and drawings submitted to the City to obtain any and all Permits are true, complete and accurate. This permission granted under this Agreement is not a permission to do any Work except as described in applicable Permits and is subject to all applicable City procedures and requirements, including but not limited to the requirement for prior review and approval of the City of each Permit, and the acceptance hereof shall evidence Permittee's agreement to all applicable City procedures and requirements, and the additional conditions contained herein. In the event of a contradiction, conflict or inconsistency between the terms of the Agreement and any Permit, the terms of the Permit shall govern the Work to be performed under such Permit.

1.2 Permittee provides Telecommunications Services in California. The type of services Permittee offers to its carrier customers through Telecommunications Network Facilities in the Public Right-of-Way consists of communications services which are presently permitted by Law. If Permittee is authorized by the PUC to provide additional and/or alternative services, including but not limited to community antenna television systems or commercial video programming, and intends to offer such services to customers within the corporate limits of the City, Permittee shall give City as much advance written notice as practicable, up to and including three (3) months' prior notice, of its intent to change the service provided by way of the Telecommunications Network Facilities installed under this Agreement, and comply with all applicable City procedures and requirements. Permittee acknowledges that any expansion or changes in the regulatory authority over such services may, if mandated by law, require Permittee to enter into a new Agreement consistent with all applicable City procedures and requirements regulating such services or the expansion or change in services, if such service changes fall under the lawful regulation, jurisdiction, and authority of City in accordance with Laws.

1.3 Permittee shall not commence any Work until Permittee has first obtained a Permit to do so. Permit applications and accompanying fees must be submitted and paid, respectively, in accordance with the provisions of City's policies, procedures, and rules. Permittee shall pay the City the sum of One Thousand Two Hundred Dollars ($1,200) ("Attachment Fee") per year for each City-owned street light pole location that Permittee attaches Telecommunication Network Facilities, due and payable on the date the applicable Telecommunication Network Facilities are installed and operational and each anniversary thereafter; provided, however, that all Attachment Fees shall be reasonably prorated by the Parties for any period during which the Facilities at a particular location are not in operation or the applicable Permit is terminated for any reason. The Attachment Fees shall be delivered to

the City by mailing a check to the following address: City of Loma Linda, Attn: Accounts Receivable, 25541 Barton Road, Loma Linda, CA 92354.

1.4 Permittee is hereby given notice of existing state law, Sec. 4215 et seq., Chapter 3.1, Division 5, Title 1 of the Government Code, as amended by A.B. 73, effective January 1, 1990, which requires owners of underground facilities to join a regional notification center, e.g. USA which requires contractors to contact such a regional notification center prior to excavation; requires facility owners to mark their underground facilities when notified; and sets civil penalties for failure to comply therewith. Prior to construction, Permittee shall contact USA to verify the location of existing underground facilities.

1.5 Except as permitted by applicable Laws or this Agreement, in the performance and exercise of its rights and obligations under this Agreement, Permittee shall not interfere in any material manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, streetlamps, traffic signals, cable television, and other telecommunications, utility, and municipal property without the approval of the owner(s) of the affected property or properties. In addition, and notwithstanding the foregoing, Permittee may not, without prior approval from the City, install any Facilities underneath any City sidewalk that runs parallel to a curb.

1.6 This Agreement is not a grant by the City of any property interest but is made subject and subordinate to the prior and continuing right of the City to use all the Public Right-of-Way in the performance of its duties, including, but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, streetlamps, traffic signals, cable television, and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across, and in said Public Right-of-Way.

1.7 This Agreement is made subject to all easements, restrictions, conditions, covenants, encumbrances, and claims of title which may affect the Public Right-of-Way which are recorded in the public record or of which City notifies Permittee in writing on or before the date of this Agreement, and it is understood that Permittee, at its own cost and expense, shall obtain such permission as may be necessary and consistent with any other existing rights. Notwithstanding the foregoing, no reference herein to a "Public Right-of-Way" shall be deemed to be a representation or guarantee by City that its interest or other rights to control the use of such property is sufficient to permit its use for such purposes, and Permittee shall be deemed to gain only those rights to use as are properly in City and as City may have the undisputed right and power to give.

1.8 The construction, installation, operation, maintenance, and removal of said Telecommunications Network Facilities shall be accomplished without cost or expense to City subject to reasonable approval of City in such a manner as not to endanger personnel or property, or unreasonably obstruct travel on any road, walk, or other access thereon within said Public Right-of-Way.

1.9 The term of this Agreement shall commence as of the Effective Date, and shall continue until the earlier of (a) ten (10) years (the "Term") or (b) such time as the Agreement is terminated by either Party pursuant to the termination procedures set forth below in Section 7 of this Agreement. Not less than thirty (30) days prior to the expiration of the Term (unless earlier terminated pursuant to Section 7), either Party may provide written notice seeking to re-negotiate any provision of this Agreement or provide written notice to the other Party of non-renewal of the Agreement. If the Parties are re-negotiating the Agreement in good faith but cannot come to agreement prior to expiration of the Term, the Agreement shall expire on its own terms unless the Parties agree in writing to extend the Agreement as currently executed for an additional maximum period of one hundred eighty (180) days (the "Status Quo Extended Term"). If negotiations are not concluded and the Parties do not come to terms on a new agreement by the expiration of the Status Quo Extended Term, the Agreement shall expire and be terminated by its own terms. If the Parties come to terms on a new agreement prior to expiration of the Status Quo Extended Term, but the City is unable to obtain City Council approval prior to such expiration, the Status Quo Extended Term shall be extended to the date of City Council action on the new agreement, after which date, if City Council has approved the new agreement, it shall become effective. If neither Party provides written notice seeking to re-negotiate the Agreement or seeking non-renewal prior to the expiration of the Term pursuant to the terms of this Section 1.9, the Term of the Agreement shall, upon written notice of either Party, be extended for one additional period of (12) months, and all other provisions of this Agreement shall remain intact.

2. <u>No Interests in City Property or Public Right-of-Way</u>.

2.1 No Right, Title or Interest. The permission granted hereunder shall not in any event constitute an easement on or an encumbrance against City Property or against the Public Right-of-Way. No right, title or interest (including franchise interest) in the Public Right-of-Way, or any part thereof, shall vest or accrue in Permittee by reason of this Agreement or the issuance of any Permit or exercise of any privilege given thereby.

2.2 Possessory Interest. The Parties agree that no possessory interest is created by this Agreement. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, Permittee acknowledges that City has given to Permittee notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to this Agreement may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interact taxes or other taxes levied against Permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this Agreement.

3. <u>Compliance with All Laws</u>.

Permittee shall comply with all applicable City, State and Federal Laws and all other applicable City procedures and requirements at all times. No repair or construction shall be performed except in accordance with all applicable City procedures and requirements, to the extent they are not in conflict with any paramount authority of the State or Federal Government.

4. Reservation of Rights.

The City's agreement hereto is not a waiver of and is without prejudice to any right City may have under law to regulate, tax or impose fees or charges on Permittee (including, but not limited to fees or charges for attaching Facilities to City Property – whether such is in the Public Right-of-Way or not – and using City-generated power) or any right Permittee may have under the law to provide services through the Telecommunications Network Facilities pursuant to state or federal laws, rules or regulations, including but not limited to Public Utilities Code sections 7901 and 7901.1, Government Code section 65964.1 and section 253(c) of the Telecommunications Act of 1996. Permittee shall be subject to any taxes, fees or charges that the City lawfully imposes on the Telecommunications Network Facilities and Telecommunications Services in the future. Nothing herein shall affect in any way City's power or right to impose or collect any tax or fee on users or providers of the services to be provided by Permittee. Nothing herein is intended to impose regulations or conditions on Permittee that City is preempted from imposing by state or federal laws.

5. Work Standards; Repairs.

5.1 The Work shall be done in a good and skillful manner, subject to the supervision and reasonable satisfaction of City. Permittee's representative shall be physically present at any construction site at all times that construction or excavation is being conducted under this Agreement. Permittee's Work shall comply with all standards imposed by City law and be conducted with the least possible hindrance or interference to the Public Right-of-Way and City Property.

5.2 Permittee shall be responsible for any damage to City street pavements, existing utilities, curbs, gutters, sidewalks or to any private property or improvements, including but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support, to the extent caused by its installation, maintenance, repair or removal of its Telecommunications Network Facilities in Public Right-of-Way and shall repair, replace and restore in kind any such damaged facilities at its sole expense and to the reasonable satisfaction of City.

5.3 If Public Right-of-Way to be used by Permittee has preexisting installation(s) placed in said Right-of-Way, Permittee shall assume the responsibility to verify the location of the preexisting installation and notify City and any third party of Permittee's proposed installation. The reasonable cost of any work required of such third party or City to provide adequate space or required clearance to accommodate Permittee's installation shall be borne solely by Permittee.

5.4 Permittee shall be responsible for ensuring that the Work of employees, contractors, subcontractors, agents, representatives and permitted assigns is performed consistent with this Agreement and applicable Laws, and shall be responsible for all acts or omissions of such third parties including responsibility for promptly correcting acts or omissions. This section is not meant to alter tort liability of Permittee to third parties.

6. Removal, Relocation and Abandonment.

6.1 Subject to the provisions of this Section 6, Permittee shall at its sole expense and without cost or expense to City, properly remove, relocate and/or abandon (in accordance with Section 6.6) any or all of the Telecommunications Network Facilities installed, used, and maintained under this Agreement if and when such Facilities may be deemed by City to be detrimental to the public health, safety, or welfare; are in conflict vertically and/or horizontally with any proposed City installation; interfere with any City construction project; or must be removed, relocated and/or abandoned due to any abandonment, change of grade, alignment or width of any street, sidewalk or other public facility by the City or other public agency, including the construction, maintenance, or operation of any other City underground or aboveground facilities including but not limited to any sewer, storm drain, conduits, streetlamps, traffic signals, gas, water, electric or other utility system, or pipes owned by City or any other public agency; provided, however, that Permittee shall not be required to bear the expense of a removal, relocation or abandonment requested under this Section 6.1 on behalf of, or for the benefit of, any third party unaffiliated with either Party.

6.2 If Permittee is required to remove, relocate or abandon (in accordance with Section 6.6) its Facilities pursuant to Section 6.1, City shall reasonably cooperate with Permittee to determine a mutually acceptable location on Public Right-of-Way where Permittee may relocate said Facilities. In the event Permittee relocates the Facilities to a new location as set forth in this Section 6.2, the terms of this Agreement will apply to the Work at the relocated Facilities unless the Parties agree otherwise. Permittee will be required to apply for a new Permit to conduct Work to relocate and re-install Facilities in the new location, the approval of which Permit shall not be unreasonably withheld. If the removal or relocation is caused by the City, then any Permit fees associated with such application shall be waived.

6.3 If Permittee is required to remove, relocate or abandon its Facilities pursuant to Section 6.1, such removal, relocation or abandonment (in accordance with Section 6.6) shall be completed within one hundred eighty (180) days of written notice delivered by City unless exigencies dictate a shorter period for removal, relocation and/or abandonment, and such shorter period is stated in the written request (the "RRA Notice Period"). The RRA Notice Period shall be no less than thirty (30) days, subject to permitting and agency approvals.

6.4 If removal or relocation cannot reasonably be accomplished within the RRA Notice Period or the Parties agree in writing to a period longer than the RRA Notice Period, then Permittee shall commence such removal or relocation within the RRA Notice Period and thereafter continue the same diligently until completion thereof.

6.5 If Permittee has not complied with such written request for removal, relocation or abandonment within the RRA Notice Period or executed a written agreement to extend the RRA Notice Period within the RRA Notice Period, then, on the first business day immediately following the last day of the RRA Notice Period, City may cause the removal, relocation or abandoning work to be done at Permittee's sole cost and expense and, in the case of relocation, may use its sole discretion to determine a new location for the Facilities. Under such circumstances, City shall only be obligated to perform such work in a manner consistent with the standard practices of City in performing street work and construction. City shall not be obligated

to repair or replace any materials or improvements in a form or manner consistent with any applicable Permit or any plans and specifications submitted by Permittee, and City shall not be responsible for any damages whatsoever to Permittee as a result of City performing such work, unless City performs such work in a grossly negligent or reckless manner.

6.6 If any portions of the Facilities covered under this Agreement are no longer used by Permittee, or are abandoned for a period in excess of one (1) year, Permittee shall notify City and shall either promptly vacate and remove the Facilities at its own expense or, with City's permission, may abandon some or all the Facilities in place. After such non-operation, removal or abandonment, Permittee shall have no further obligations to the City (including the payment of any Attachment Fees) and no further rights to the Facilities. Under such circumstances, Permittee shall cooperate in good faith to execute any documents necessary to convey title to the Facilities to the City.

6.7 In the event Permittee removes, relocates or abandons its Facilities or any portion thereof, it shall be so completed consistent with all applicable City procedures and requirements. Should Permittee remove the Facilities from the Public Right-of-Way, Permittee shall, within ten (10) days after such removal, give notice thereof to City specifying the Public Right-of-Way affected and the location thereof as well as the date of removal. Before proceeding with removal or relocation work, Permittee shall obtain a Permit from the City and pay applicable permitting, plan check, and inspection fees.

7. Termination, Default and Remedies.

7.1 Permittee may terminate any or all Permits at any time for cause or for no cause at all, and the City may terminate any and all Permits for cause only, by delivering thirty (30) days' written notice of said termination to the other Party. Such termination by Permittee shall not relieve it of any obligation to the City regarding any existing breach of any Permit or this Agreement at the time of such termination.

7.2 Within ninety (90) days after such termination, Permittee shall remove its Facilities from the Public Right-of-Way and repair and restore such Right-of-Way to ameliorate all effects caused by such removal, except that Permittee shall not be responsible for damage resulting from normal wear and tear, acts of God, and natural disasters. Notwithstanding such termination, Permittee's obligations under the following sections of this Agreement shall survive the termination of this Agreement: Sections 3, 5.3, 6.7, and 7.8.

7.3 In the event that Permittee fails to use the Public Right-of-Way under this Agreement and any Permit for a consecutive period of one (1) year from the Effective Date, regardless of whether such Facilities have been installed, the City may notify Permittee in writing of its intent to terminate the Agreement and any Permit due to abandonment. If Permittee does not respond to said notice within thirty (30) days of delivery, the City shall have the right, at its sole discretion, to declare this Agreement and any Permit terminated by abandonment.

7.4 In the event Permittee defaults, or fails to keep, fulfill or perform any of the material terms or conditions of this Agreement or any Permit and fails to remedy such default

within forty five (45) days after delivery of written notice from the City of such default or failure, or, if such cure cannot reasonably be completed within said forty five (45) days, Permittee fails to commence such cure and thereafter diligently continue to cure the default until completion thereof, the City may provide written notice of termination of this Agreement and any and all Permits. Upon such termination, this Agreement and any and all Permits shall be cancelled, and all of the rights and privileges of Permittee under the Agreement and any Permit shall be deemed surrendered.

7.5 Notwithstanding the notice and cure periods set forth in Sections 6.3, 6.6, 7.3 and 7.4, in the event that the City finds that the Telecommunications Network System poses an imminent threat to the public health, welfare and safety, the City shall so notify Permittee in writing and may, without providing Permittee an opportunity to cure, take immediate steps to mitigate the threat, including but not limited to removal and relocation of the Facilities, the reasonable and documented cost of such work to be borne solely by Permittee. The Parties agree to attempt in good faith to work cooperatively with one another to neutralize and mitigate any threat to public health, welfare and safety caused by or exacerbated by the Facilities.

7.6 Failure on the part of any Party to comply with the terms and conditions of this Agreement, including but without limitation Permittee's representation that the CPCN is valid and has not been terminated, revoked or abandoned, and the Work and use of the Facilities is within the scope of the CPCN, shall constitute a default and material breach of this Agreement. Each Party shall be entitled to exercise all rights and remedies in the event of a breach, including, in the case of a default and material breach by Permittee, the City's right, at its sole discretion, to withhold issuance of any new Permits and/or commence administrative enforcement proceedings against Permittee pursuant to all applicable laws.

7.7 Upon termination for any reason, the City may require Permittee to remove the Facilities and restore the Public Right-of-Way and City Property at its sole cost and according to the requirements of the Permit and the LLMC. Under such circumstances, Sections 6.5 and 6.7 shall apply. If, within ninety (90) days of termination, the Permittee does not remove the Facilities pursuant to section 7.2, the Facilities shall be deemed conveyed to the City and Permittee shall have no further obligation to remove, relocate, or maintain the Facilities and no further right to control or use the Facilities. Upon the Facilities being deemed so conveyed to the City, Permittee shall take all necessary steps, including but not limited to executing any necessary documents, to transfer ownership of the Facilities to the City.

7.8 Upon expiration or termination for any reason, Permittee shall remain liable for any amount due under the Agreement, which obligation to pay shall survive any termination of this Agreement; provided, however, the obligation of Permittee to pay Attachment Fees shall terminate (and such fees shall be prorated in accordance with Section 1.3 above) upon such termination. Anything herein to the contrary notwithstanding, the provisions of the Agreement relating to indemnification and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

8. Performance Bond.

8.1 Prior to issuance of the first Permit after the Effective Date, Permittee shall file with and shall thereafter at all times during the remaining term of this Agreement and any and all Permits keep on file with the City a performance bond, in a form that shall be reasonably approved by the City and under any and all circumstances in compliance with California Code of Civil Procedure Section 995.660(a), as it may be amended from time to time, naming the City as obligee in an amount equal to approximately one hundred percent (100%) of the total cost of removal of the Facilities, including but not limited to those Facilities already installed under the Prior Permits and the Pending Permits (as reasonably approved by the City and as may be increased or decreased from time to time with approval of the City, the "Bond"), to guarantee and assure the faithful performance of Permittee's obligations under this Agreement. Prior to the issuance of every subsequent Permit, Permittee shall, after consultation with City, increase the amount of the Bond by approximately one hundred percent (100%) of the total cost of removal of any added Facilities. The City shall have the right to draw against the Bond, only in the event of a default by Permittee that results in an unauthorized abandonment of the Facilities; provided that Permittee is first given written notice of any intent to draw against the Bond and an opportunity to cure, and only to the extent of the actual cost of removal of any Facilities that are abandoned by Permittee without the City's permission or otherwise not in accordance with Sections 6.5 and 6.6. Upon such withdrawal from the Bond, the City shall provide notice to Permittee of the amount withdrawn and the date thereof. Thirty (30) days after the City's delivery of notice of the Bond withdrawal authorized herein, Permittee shall deposit such further bond, or other security, as the City may require, which is sufficient to meet the requirements of this Agreement. Any portion of the Bond that is not drawn upon by the City as reimbursement for actual costs of removal of the Facilities shall be released and refunded to Permittee upon written notice by the City to the surety and Permittee.

8.2 The Bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the Bond to sign on behalf of the Permittee. If the Bond is executed outside the State of California, all copies of the Bond must be countersigned by a California representative of the surety. The signature of the Permittee's representative executing the Bond shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

9. Hold Harmless and Indemnification.

9.1 To the fullest extent permitted by law, Permittee, for itself, its agents, contractors and employees, shall defend, indemnify and hold harmless the City, its duly elected and appointed officers, agents, employees, and representatives from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, fines, costs and expenses including without limitation reasonable attorneys' fees, and penalties or losses of any kind or nature whatsoever, caused by Permittee's breach of this Agreement and any Permit, except to the extent arising from the City's or its officers', agents', employees' or representatives' gross negligence, willful misconduct or criminal act.

9.2 This indemnification shall include without limitation: (1) claims for injury to or death of any person; (2) property damage; (3) performance or failure to perform the obligations

under this Agreement and any Permit by Permittee, or its contractors, subcontractors, agents, employees, or other persons acting on Permittee's behalf; (4) the design, placement, maintenance, repair, or condition of the Facilities; (5) all claims, demands, damage, causes of action, proceedings, loss, liability, costs and expenses (including reasonable attorneys' fees) of any kind alleging injury to or death of persons or damage to public or private property including environmental damage that arises from or is directly attributable to, the Facilities or any release, remediation, and/or clean-up costs caused by any release of hazardous materials or contaminants from the Facilities during operations and/or after abandonment; and (6) all other claims of any nature whatsoever which may be caused by the Work, except and to the extent caused by the City's negligence, willful misconduct or criminal acts.

9.3 In the event that the City or any of its duly elected or appointed officers, agents, employees or representatives shall be made a party to any action due to Permittee's violation of this Agreement or any Permit or any federal, state or local laws including but not limited to Section 4 of this Agreement, Permittee shall indemnify, defend (with legal counsel acceptable to City) and hold the City harmless from any and all such claims.

9.4 Permittee, for itself and its successors and assigns, hereby waives all claims and causes of action, whether now existing or hereafter arising, against the City or its duly elected or appointed officers, agents, or employees, for damages, physical or otherwise, to any of the Facilities covered by this Agreement from any cause whatsoever.

9.5 The provisions of this Section 9 shall apply regardless of whether the City prepared, supplied, or approved plans or specifications or inspected any of the Work or improvements installed and constructed pursuant to this Agreement and any Permit.

10. <u>Limits of City Liability</u>.

10.1 In no event shall the City be liable under any theory to Permittee for any damage to the Facilities caused by any excavation or work performed by any other persons or by City at or near the location of the Facilities. Neither Party shall be liable, under any theory, to the other Party, for any indirect, special punitive or consequential damages including, but not limited to, any claim for loss of services, lost revenue or profits or third-party damages whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

10.2 Nothing in this Agreement shall be deemed to make the City or any officer or employee of the City responsible or liable to Permittee or any other person by reason of the City's approval of plans for the Work or by reason of any inspections of the Facilities conducted by the City, except and to the extent caused by the City's negligence, willful misconduct or criminal acts.

11. <u>Insurance</u>.

11.1 Permittee shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may arise from or be caused by Permittee's performance under this Agreement and any Permit, or by anyone Permittee has directly or

indirectly employed, and whether such damage or injury shall accrue or be discovered before or after termination of this Agreement and Permit.

11.2 Prior to the issuance of any Permit, Permittee shall be required to secure and keep in full force and effect at all times during the term of this Agreement and any Permit, a policy or policies of commercial general liability, automobile liability insurance and such other insurance as the City may from time to time require, written by a company or companies authorized to do business within the State of California and approved by the City, which reasonable approval may not be withheld. Said policies shall name the City of Loma Linda, its duly elected or appointed officers, agents, and employees as additional insureds, under the policies in the following amounts which may be adjusted from time to time to reflect changes of circumstances and the rate of inflation:

(a) Commercial General Liability Insurance in an amount of One Million Dollars ($1,000,000) per occurrence combined single limit covering bodily injuries, including accidental death, to any one or more persons; and property damage insurance (insuring damage to rented premises) in the amount of One Million Dollars ($1,000,000); and

(b) Automobile Liability Insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least One Million Dollars ($1,000,000) per occurrence for personal injuries, including accidental death, to any one or more persons; and for property damage.

11.3 Claims made policies are not acceptable. When an umbrella or excess coverage is in effect, it must follow the form of the underlying coverage.

11.4 All policies shall contain a "Severability of Interest" clause and a "Primary Coverage" clause for any loss arising from or caused in whole by Permittee's performance under this Agreement and any Permit. In addition, all policies shall contain a statement of obligation on the carrier's part to notify the City at least thirty (30) days in advance of any policy cancellation by the insurer except for non-payment of premium, of coverage.

11.5 Prior to the issuance of any Permit and on an annual basis, Permittee shall furnish the City with a "certificate of insurance" and an "additional insured endorsement," <u>both documents countersigned by the insurance carrier or its authorized representative</u>. The countersigned certificate or t endorsements (to the extent applicable), shall

(a) Contain the following information:

(i) Policy number;

(ii) Name of insurance company;

(iii) Name, address and telephone number of the agent or authorized representative;

(iv) Name and address and telephone number of insured

(v) Project name and address

(vi) Policy expiration date; and

(vii) Specific coverage amounts; and

(b) Include that The City of Loma Linda, its duly elected or appointed officers, agents, and employees are named as additional insureds under the policies required herein. This insurance is primary to the coverage of the City. Neither the City nor any of its insurers shall be required to contribute to any loss. The policies required herein contain a severability of interest clause. The issuing company shall deliver to the City thirty (30) days' advanced written notice of any policy cancellation, termination, or reduction in the amount of coverage.

PERMITTEE SHALL FURNISH THE REQUIRED CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT(S) BEFORE THE CITY ISSUES THE FIRST PERMIT AND EXECUTES THIS AGREEMENT.

11.6 Permittee shall secure and maintain at all times during the term of this Agreement workers' compensation and employer's liability insurance, as required by state law, but at least in an amount not less than One Million Dollars ($1,000,000) per accident. Permittee shall furnish the City with a certificate showing proof of such coverage.

11.7 In the event Permittee employs contractors or subcontractors as part of the Work covered by this Agreement, it shall be the responsibility of Permittee to ensure that all contractors or subcontractors comply with substantially similar insurance requirements that are stated in this Agreement; provided, however, that under no circumstances shall any contractor or subcontractor have insurance policies with limits less than those required of Permittee under Sections 11.2(a), 11.2(b) and 11.6.

12. General Conditions.

12.1 Any right or power conferred, or duty imposed upon any officer, employee, department or commission of the City, shall be subject to transfer by operation of law to any other officer, employee, department or commission of the City.

12.2 Permittee agrees to keep its Telecommunications Network Facilities, reasonably related City-owned facilities, including streets, and the Public Right-of-Way in good and safe condition and free from any nuisance, to the reasonable satisfaction of the City.

12.3 The permission provided under this Agreement and any Permit is non-exclusive. The grant of any Permit or any of the terms or conditions contained herein shall not be construed to prevent the City from granting similar permits and/or licenses or any identical, similar or other type of license or franchise to use the Public Right-of-Way to any person, firm or corporation other than Permittee.

12.4 This Agreement and any Permit are not intended for any third party's benefit and cannot be enforced by any third party.

12.5 This Agreement and any and all Permits shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

12.6 This Agreement and any and all Permits issued to Permittee contain the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements or understanding (whether oral or written) between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by all Parties.

12.7 No provision herein made for the purpose of securing performance of the terms and conditions of this Agreement and any Permit shall be deemed an exclusive remedy, or to afford the exclusive procedure for the enforcement of the Agreement's or any Permit's terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

12.8 No rights and duties under this Agreement or any Permit shall be assigned or delegated by Permittee without the prior written approval of the City, which approval shall not be unreasonably withheld. Notwithstanding any provision in this Agreement to the contrary, Permittee shall have the right to assign this Agreement without the City's consent to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with Permittee, or to any entity into which Permittee may be merged or consolidated or which purchases all or substantially all of the assets of Permittee that are subject to this Agreement; provided, however, that in the event of such assignment, Permittee shall provide within thirty (30) days of such assignment (a) written notice to the City, specifically identifying (i) the name of the assignee; (ii) its corporate form (e.g., corporation, limited liability company, etc.); (iii) its place of incorporation or organization; (iv) its CPCN number; (v) the name, title, address, telephone number and e-mail address of the appropriate person for notice purposes if different from that set forth in Section 12.12 below; and (vi) the assignee's relationship to Permittee; (b) a copy of the assignee's CPCN; and (c) a copy of any document memorializing such assignment. To the extent Permittee desires to maintain the confidentiality of such document, and to the extent allowed under the California Public Records Act, the City will execute a separate confidentiality agreement. The Parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Facilities deployed by Permittee in the Public Rights-of-Way pursuant to this Agreement may be owned and/or operated by Permittee's third-party wireless carrier customers ("Carriers") and installed and maintained by Permittee pursuant to license agreements between Permittee and such Carriers. Such Facilities shall be treated as Permittee's Facilities for all purposes under this Agreement provided that (i) Permittee remains responsible and liable for all performance obligations under the Agreement with respect to such Facilities; (ii) Permittee's sole point of contact regarding such Facilities shall be Permittee; and (iii) Permittee shall have the right to remove and relocate the Facilities.

12.9 A waiver by the City of any breach of any term, covenant, or condition contained in this Agreement and any Permit shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement or any other Permit whether of the same or different character.

12.10 If any action at law or in equity is brought to enforce or interpret the terms of this Agreement or of any Permit, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.

12.11 If any one or more of the covenants or agreements or portions thereof provided in this Agreement or any Permit shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement or of any Permit.

12.12 All notices herein must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below, or on the date of receipt if delivered by commercial express carrier (e.g., FedEx, DHL, etc.) as confirmed by signature of the receiving Party, or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office. Should the City or Permittee have a change of address, the other Party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests between the Parties shall be given to the other Party addressed as follows:

City: City of Loma Linda
Attn: City Clerk
25541 Barton Road
Loma Linda, CA 92354
Phone: 909-799-2800

Permittee: Mobilitie, LLC
Attn: Legal Department
660 Newport Center Drive
Suite 200
Newport Beach, CA 92660

With a copy to:

Mobilitie, LLC
Attn: West Asset Management
660 Newport Center Drive
Suite 200
Newport Beach, CA 92660

12.13 If any Laws (including, but not limited to, those issued by the FCC or its successor agency) and any binding judicial interpretations thereof that govern any aspect of the rights or obligations of the Parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-

effective Laws, then the Parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date stated in the introductory clause.

City of Loma Linda, a municipal corporation organized and operating under the laws of the State of California

By: _____
T. Jarb Thaipejr, City Manager

ATTEST

_____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

_____
Richard E. Holdaway, City Attorney

MOBILITIE, LLC, a
Nevada limited liability company

By:_____

Name:_____

Title:_____

Exhibit A

[Form of encroachment permit attached behind this page]

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: July 10, 2018

TO: City Council

FROM: Barbara Nicholson, City Clerk

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Accept with regret the resignations of Art Walls and Don Bender from the Traffic Advisory Committee; declare a vacancy and direct the Clerk to post a Vacancy Notice

RECOMMENDATION

It is recommended that the City Council accept with regret the resignations of Art Walls and Don Bender from the Traffic Advisory Committee; declare vacancies and direct the Clerk to post a Vacancy Notice.

BACKGROUND

The Traffic Advisory Committee is comprised of 10 members, 4 appointed at large and 6 representing staff, the San Bernardino County Sheriff's Department, Loma Linda Academy, Loma Linda University/Allied Health Systems and the Bryn Mawr School. The Committee is scheduled to meet 1st Thursday of the month quarterly.

Art Walls has served on the Committee since July 13, 2004; his term would have expired in 2020.

Don Bender has served on the Committee since February 14, 1989; his term would have expired in 2020.

The terms of the other 2 at-large appointees are expiring this year.

June 7, 2018

City of Loma Linda,

It is with regret, that after several years of service, I am submitting my resignation from the Traffic Advisory Committee and the North Central Neighborhood Steering Committee effective this date.

Sincerely,

Art Walls

Art Walls

July 3, 2018

Barbara,

Please accept this email as a resignation of Don Bender from the Traffic Advisory Committee. He spoke with the City Manager about it at the last Traffic Advisory Committee meeting. I just wanted to make sure that it was documented more formally.

Respectfully,

Jeff Bender

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: July 10, 2018

TO: City Council

FROM: Barbara Nicholson, City Clerk

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Committee/Commission Appointments

a. Budget Committee (1)
b. Historical Commission (2)
c. Parks, Recreation & Beautification Committee (6)
d. Personnel Board (2)
e. Planning Commission (3)
f. Traffic Advisory Committee (2)
g. Trails Development Committee (8)

RECOMMENDATION

Make appointments/reappointments to the Committees and Commissions as City Council deems appropriate.

BACKGROUND

The Notice and summary of each of the committees, commission and boards having member terms expiring are attached. The Notice and summary has been posted at the 3 required locations – Civic Center, Library and at the Post Office, as well as on the City's website. Notice has also been posted to the City's electronic message board.

One new application has been received from Robert Alforo and is attached. He has expressed interest in serving on the Historical Commission, Trails Development Committee and the Personnel Board.

The following is a synopsis of the terms expiring for each Committee/Commission and the desire of the incumbents to continue to serve:

BUDGET COMMITTEE – 1 appointment

Number of Members:	Seven
Term:	Four Years
Meeting Schedule:	As needed basis, Frequent during the months of May and June
Terms Expiring:	Kevin Fischer – interested in continuing to serve

HISTORICAL COMMISSION – 2 appointments

Number of Members:	Nine
Term:	Four Years
Meeting Schedule:	Bi-monthly on the 1st Monday
Terms Expiring:	William Coffman – interested in continuing to serve. Betty Stark – willing to relinquish her seat if someone else is interested in serving; willing to continue if needed.

PARKS, RECREATION & BEAUTIFICATION COMMITTEE – 6 appointments

Number of Members:	Six
Term:	Three Years
Meeting Schedule:	Bi-monthly on the 2nd Monday
Terms Expiring:	Richard Wiley – interested in continuing to serve. Janet Razzouk - interested in continuing to serve. Kurt Swigart – interested in continuing to serve. Valerie Gallant - interested in continuing to serve. Betty Stark - willing to relinquish her seat if someone else is interested in serving; willing to continue if needed. Carolyn Palmieri – did not respond and does not attend.

PERSONNEL BOARD – 2 appointments

Number of Members:	Three
Term:	Three Years
Chairman:	appointed by members
Meeting Schedule:	As- needed basis
Terms Expiring:	Verne Miller - interested in continuing to serve. Ronald Oh – have not heard back from Mr. Oh

PLANNING COMMISSION – 3 appointments

Number of Members:	Five
Term:	Four Years
Meeting Schedule:	First and Third Wednesday each month at 7:00 p.m.
Terms Expiring:	Ryan Gallant - interested in continuing to serve. Doree Morgan - interested in continuing to serve. Larry Karpanko - interested in continuing to serve.

TRAFFIC ADVISORY COMMITTEE – 2 appointments

Number of Members:	Ten – 4 appointed at large; 6 representing staff and various institutions
Term:	Four Years
Meeting Schedule:	1st Thursday of the month quarterly
Terms Expiring:	Michael Stewart - interested in continuing to serve. Jerry Nelson – interested in continuing to serve.

<u>TRAILS DEVELOPMENT COMMITTEE</u> – 8 appointments

Number of Members:	Ten
Term:	Three Years
Meeting Schedule:	Quarterly on the 4th Thursday
Terms Expiring:	Dick Wiley - interested in continuing to serve. Robert Stewart - interested in continuing to serve. Jim Walling - interested in continuing to serve. James Earsom - interested in continuing to serve. Susan Israel - interested in continuing to serve. Jamie Dupper - interested in continuing to serve. Rhonda Hwang - interested in continuing to serve. Douglas Ziprick – unable to continue to serve

CITY OF LOMA LINDA
APPLICATION

Historical/Personnel Board/ COMMITTEE
Trails Development or fill vacancy

Applications must be returned by 5:00 p.m. Monday, July 2, 2018	City Clerk's Office 25541 Barton Road Loma Linda, CA 92354

Name: Robert Alfaro

Home Phone: 602-754-4185

Home Address: 26630 Barton Rd Apt 2913 92373

Years resided at address: 0-1

Email address: robertocarlosalfaro1@gmail.com

Have you lived at any other address in Loma Linda: ✓ Yes ____ No

If yes, give previous address: 2200 Standiford Ave. Apt 386, Modesto, CA 95350

Employer: Amazon Inc.

Employer Address: 555 E. orange Show Rd San Bernardino, CA 92408

Employer Phone: 909-501-3011

Occupation: Loss Prevention & Security manager

How Long: AMZ (3 year) SNA (0-1)

Education (Highest Grade Completed): Masters in Business Administration concentration in Strategic management

Licenses or special certificates held:

Name, location of Colleges/Universities Attended Attended	Major	Degree	Last Year Attended
Davenport University	Strategy & Proj. MGT.	MBA	2014
Davenport University	Strategy & Global ops.	BBA	2012

Prior or Current Civic Experience (Include Membership in Professional, charitable or community organizations	Office Held (if any)	Dates of Membership
Arizon Hispanic Chamber of Commerce	Ambassador	2017
AZ Legislative District 29 Rep.	2nd vice chair	2016-2017
Arizona Dept. of Commerce	Volunteer	2008

I declare under penalty or perjury that all statements in this application and the attached responses are true and complete to the best of my knowledge and belief.

R Alfaro

Signature of Applicant

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: July 10, 2018

TO: City Council

FROM: Barbara Nicholson, City Clerk

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Appointment of Council Liaison to Committees/Commissions **[City Clerk]**

a. Budget Committee (2)
b. Historical Commission (1)
d. Parks, Recreation, Beautification Committee (1)
e. Traffic Advisory Committee (1)
f. Trails Development Committee (1)

RECOMMENDATION

It is recommended that the City Council confirm current appointments or appoint new liaisons.

BACKGROUND

In 2008, City Council considered and approved the appointment of its members to function as liaisons to the various City Council appointment committees, the purpose of which was to be available as a contact for the committee rather than being active at the committee level. Each committee was assigned one Council Member with the exception of the Budget Committee, which was assigned two Council Members.

Pursuant to the Brown Act, any Council Member may attend committee meetings as a citizen, however, violation of the Brown Act could occur if topics other than agenized items were discussed, or if Council Members prejudiced the decisions of a committee so that committee members individually and the committee as an advisory body could not function as an independent committee.

The current City Council liaisons are:

Budget Committee – Mayor Rigsby and Councilman Popescu
Meets on an as-needed basis

Historical Commission – Mayor Rigsby
Meets bi-monthly the first Monday of the month, 5:30 p.m.

Parks, Recreation, Beautification Committee – Councilman Dailey
Meets bi-monthly the second Monday of the month, 6:00 p.m.

Traffic Advisory Committee – Mayor Rigsby
Meets quarterly the first Thursday of the month, 6:00 p.m.

Trails Development Committee – Mayor pro tempore Dupper
Meets quarterly the fourth Thursday of the month, 6:00 p.m.