

CITY OF LOMA LINDA  
CITY COUNCIL AGENDA

REGULAR MEETING OF JUNE 24, 2014

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, June 24, 2014 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](http://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](http://www.lomalinda-ca.gov) subject to staff's ability to post the documents before the meeting.

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

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

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

**Agenda item requests for the JULY 22, 2014 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, JULY 7, 2014**

**A. Call To Order**

**B. Roll Call**

**C. Invocation and Pledge of Allegiance** – Mayor pro tempore 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. Seating of Council Members Elect
  - a. Oath of Allegiance and Presentation of Certificates of Election to City Councilmen-elect
  - b. Seating of Councilmen and remarks
2. Re-organization
  - a. Election of Mayor
  - b. Election of Mayor pro tempore
3. Appoint City Council Members to the following Boards/Commissions [**City Clerk**]
  - a. San Bernardino Associated Governments (SANBAG)
  - 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 (Formerly Confire)
  - i. Zone 3 Flood Control (Mayor is delegate; designate alternate)
4. **Public Hearing** – Conditional Use Permit No. 14-034 for the Installation of roof-mounted antennas and screening along the parapet walls at Prince Hall, 11092 Anderson Street within the Loma Linda University Campus in the Institutional (I) Zone. Applicant, Smartlink, LLC on behalf of AT&T (Continued from June 10, 2014. Per the Rule of Necessity previously invoked: Councilmen Rigsby, Dailey and Dupper sit to constitute a quorum and vote; Councilmen Popescu and Lenart do not vote) [**Community Development**]
5. **Public Hearing** – Appeal of Planning Commission decision to declare that a public nuisance exists at APN 0281-091-22 (24800 Redlands Blvd), APN 0281-091-32 (24816 Redlands Blvd), and APN 0281-091-40 (24818 Redlands Blvd.) (Continued from June 10, 2014) [**Community Development**]
6. **Joint Public Hearing** of the City Council and Housing Authority pertaining to the sale of 25613 Prospect Avenue and approving a Housing Disposition Agreement (**TO BE CONTINUED TO AUGUST 26**) [**City Clerk/Authority Secretary**]
  - a. LLHA Bill #R-2014-02 - Authorizing the sale of 25613 Prospect Avenue to Michelle Anderson and approving the Housing Disposition Agreement
  - b. Council Bill #R-2014-30 - Consenting to the sale of 25613 Prospect Avenue to Michelle Anderson

## **H. Consent Calendar**

7. Demands Register
8. Minutes of June 10, 2014
9. May Treasurer's Report
10. April and May Fire Department Reports
11. Accept with regret the resignation of Miguel Rojas from the Planning Commission and Jan Manahl from the Trails Development Committee [**City Clerk**]

12. Wildland Fire Protection Contract #3CA02503 between the California Department of Forestry and Fire Protection (Cal.Fire) and the City for Fiscal Year 2014-2015 in the amount of \$40,759.12. [**Fire Dept.**]
13. Amended and Restated Community Development Block Grant (CDBG) City/County Cooperation Agreement and Delegate Agency Agreement [**Public Works**]
14. Agreement for Contract Planning Services between the City and Lilburn Corporation to prepare a 35-lot Tentative Tract Map, General Plan Amendment, Pre-Zone, Annexation, and Environmental Studies, for property located at 10997 California Street [**Community Development**]

**I.** **Old Business**

15. Council Bill #O-2014-08 (Second Reading/Roll Call Vote) – Amending Chapter 17 of the Municipal Code pertaining to development standards relating to drainage restrictions for the Mission Zanja [**Public Works**]

**J.** **New Business**

16. Appointment of Committee Members
  - a. Budget Committee (1)
  - b. Historical Commission (2)
  - c. Parks, Recreation, Beautification Committee (1)
  - d. Personnel Board (1)
  - e. Planning Commission (2)
  - f. Traffic Advisory Committee (1)
  - g. Trails Development Committee (4)
17. City Council Liaison to Committees
  - a. Audit Committee
  - b. Budget Committee
  - c. Historical Commission
  - d. LLCCP
  - e. Parks, Recreation, Beautification
  - f. Traffic Advisory Committee
  - g. Trails Development Committee
18. Designation of Voting Delegates and Alternates for League of California Cities Annual Conference – September 3-5, Los Angeles
19. July and August meeting schedule [**Mayor Rigsby**]
20. Demands Register – LLU (Councilmen Rigsby, Popescu, Dupper constitute a quorum and vote; Councilmen Dailey and Lenart abstain)

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

COUNCIL AGENDA: July 10, 2012

TO: City Council

FROM: Pamela Byrnes-O'Camb, City Clerk *pto*

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

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

Approved/Continued/Denied By City Council Date _____
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San Bernardino Associated Governments (SANBAG)  
Omnitrans  
Inland Valley Development Agency (IVDA)  
San Bernardino International Airport Authority (SBIAA)  
Solid Waste Management Board  
San Bernardino Valley Municipal Water District Advisory Commission on Water Policy  
California Joint Powers Insurance Authority Board of Directors (CJPIA)  
Board of Directors Consolidated Fire Agencies JPA (formerly Confire)  
Zone 3 Flood Control (Mayor)

## RECOMMENDATION

It is recommended that the City Council appoint delegate(s) and alternate(s) to the following boards and commissions.

## 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.

**San Bernardino Associated Governments (SANBAG)** – meets the first Wednesday of each month from 9:30 a.m. until noon at the Feldheim Library, 555 W. 6<sup>th</sup> Street, San Bernardino. SANBAG consists of the San Bernardino County Transportation Commission, Transportation Authority, Congestion Management Agency, and Service Authority for Freeway Emergencies (Call Boxes). SANBAG also oversees Omnitrans and administers the 1/2 –cent sales tax. Theoretically, the delegate and alternate could also serve on the Omnitrans Board. Practically, it may be favorable that the appointments to SANBAG and Omnitrans be different. Members receive \$100/meeting attended.

Councilman Rigsby is the current delegate; Councilman Dupper is the alternate. Board members are required to file a Statement of Economic Interests.

Confirm current appointments or appoint one board member and one alternate.

**Omnitrans** - meets the first Wednesday of each month from 7:30 a.m. - 9:00 a.m. at the Omnitrans Building, 1700 W. 5th Street, San Bernardino.

Councilman Dailey is the current delegate; Councilman Popescu the alternate. Board members receive \$125/meeting attended. Board members are required to file a Statement of Economic Interests.

Confirm current appointments or appoint one board member and one alternate.

**Inland Valley Development Agency (IVDA)** - meets the second and fourth Wednesday of each month at 4:00 p.m. in the main auditorium of the Norton Regional Event Center, 1601 E. Third Street, San Bernardino. The Agency oversees the redevelopment of the former Norton Air Force Base, excluding the area designated for the San Bernardino International Airport. Two board members and one alternate represent Loma Linda.

Councilmen Popescu and Dailey serve as Members of the Board and Councilman Dupper serves as the alternate. Board members receive \$100/meeting attended. Board members are required to file a Statement of Economic Interests.

Confirm current appointments or appoint two board members and one alternate.

**San Bernardino International Airport Authority** - meets the first and third Wednesday of each month at 3:00 p.m. in the main auditorium of the Norton Regional Event Center, 1601 E. Third Street, San Bernardino. The Authority oversees the development of the San Bernardino International Airport and support businesses at the former Norton Air Force Base.

Councilman Popescu is currently the delegate to the Authority; Councilman Dupper the alternate. Board members receive \$100/meeting attended and are required to file a Statement of Economic Interests.

Confirm current appointments or appoint one delegate and one alternate.

**Solid Waste Management Board** - meets quarterly (Jan. April, July, Oct.) on the third Thursday at 2:00 p.m. at the Fisk Auditorium of the San Bernardino County Museum, 2024 Orange Tree Lane, Redlands. It is an advisory board to the County Board of Supervisors as mandated by and relating to AB 939.

Councilman Lenart is currently the delegate, and Councilman Dupper the alternate.

Confirm current appointments or appoint one delegate and one alternate.

**San Bernardino Valley Municipal Water District Advisory Commission on Water Policy** - meets on an as-needed basis on the fourth Wednesday of the month at 7:00 p.m., at the City of Redlands Corporation Yard Building, 1270 Park Avenue. The Commission consists of 21 member agencies and discusses issues related to the San Bernardino Basin, such as water transfers and rates.

Councilman Lenart is currently the delegate and Councilman Dupper the alternate. Board members are required to file a Statement of Economic Interests.

Confirm current appointments or appoint one delegate and one alternate.

**California Joint Powers Insurance Authority Board of Directors (CJPIA)** - meets annually in July. 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. A Board Member may seek election to the Executive Committee. Any number of Alternates may be appointed from Council or Staff to ensure representation at the annual meeting.

Councilman Dupper is currently the delegate. City Manager Thaipejr and Finance Director DeAnda hold alternate positions. The next meeting of the Board is Wednesday, July 16 at 7:00 p.m. in La Palma.

Confirm current appointments or appoint one delegate and one alternate.

**Board of Directors Consolidated Fire Agencies JPA (formerly Confire)** - meets on an as-needed basis, but at least semi-annually. It approves the operating budget and oversees the Joint Powers Agreement among the Cities of Loma Linda, Redlands, Colton, Rialto, Rancho Cucamonga, and the San Bernardino County Fire Agency for emergency communication services under the contract with the San Bernardino County Communication Center for dispatch services.

Councilman Rigsby currently serves as the delegate; Councilman Dupper is the current alternate.

Confirm current appointments or appoint one delegate and one alternate.

**Zone 3 Flood Control Advisory Committee** - meets twice yearly, usually at 9:00 a.m. on a Wednesday toward the end of January for the public hearing relating to the budget, and once in the fall for a tour of flood control facilities.

The Mayor is automatically the delegate to the Committee, and Councilman Popescu is the current alternate.

Confirm current alternate or appoint an alternate.



# City of Loma Linda Official Report

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

**COUNCIL AGENDA:** June 24, 2014  
**TO:** City Council  
**VIA:** T. Jarb Thaipejr, City Manager  
**FROM:** Konrad Bolowich, Assistant City Manager

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## SUMMARY

The Applicant, Smartlink, LLC on behalf of AT&T, requests approval to install roof mounted antennas and on the Prince Hall rooftop within the Loma Linda University Campus. The project site is located at 11092 Anderson Avenue, in the Institutional (I) zone. A copy of the project revised plans is available in Attachment C.

## RECOMMENDATION

The recommendation is for the City Council to approve CUP No. 14-034 based on the Findings, and subject to the revised Conditions of Approval (Attachment D).

## PERTINENT DATA

Property Owner/Applicant: Loma Linda University/Smartlink, LLC  
General Plan/Zoning: Insitutional (I)  
Site: Loma Linda University Campus  
Topography: Relatively Flat  
Vegetation: N/A

## BACKGROUND AND EXISTING SETTING

### Background

On June 10, 2014, the City Council held a public hearing for CUP No. 14-034. During the meeting, the Council expressed concern with the proposed screening material to be located on the existing parapet walls. The Council requested the Applicant submit different options to be considered by the Council at the next City Council meeting.

On March 18, 2014, Smartlink, LLC submitted a CUP application with the required forms, plans, and mailing labels for the above referenced project. On April 10, 2014, the Administrative Review Committee (ARC) reviewed the project and deemed the project complete for processing pursuant to the California Permit Streamlining Act.

On May 7, 2014, CUP 14-034 was scheduled for a public hearing, however, due to a conflict of interest, the public hearing was not held, and the conditional use permit has been forwarded to the City Council for consideration.

### **Existing Setting**

The subject site is located within the Loma Linda University Campus, on the rooftop of Prince Hall. Prince Hall is located off University Avenue, between Anderson and Campus Streets.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) STATUS**

The proposed construction has a Class 1 exemption from CEQA per CEQA, Guidelines §15301, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

### **PUBLIC COMMENTS**

On June 1, 2014, public hearing notices for this project were posted and mailed to property owners and occupants located within 300 feet of the project site. As of this report, the City has received no written or oral comments on the project.

### **ANALYSIS**

#### **Project Description**

The applicant has submitted a four photo simulation options for the City Council to consider, which are as follows:

- B-1 – 6-foot high antennas, no screening
- B-2 – 8-foot high antennas, no screening
- B-3 – Continuous Parapet Wall
- B-4 – Stacks

#### **Conditional Use Permit Findings**

The following findings must be addressed when considering a conditional use permit. As per LLMC Section 17.30.210, "The Planning Commission, in approving a conditional use permit, shall find as follows:"

1. *That the use applied for at the location set forth in the application is properly one for which a conditional use permit is authorized by this title.*

Roof mounted antennas that are visible from the adjacent public right-of-way are permitted in the Institutional Zone, subject to approval of a conditional use permit, pursuant to Section 17.95.060.

*That the said use is necessary or desirable for the development of the community, is in harmony with the various elements and objectives of the general plan, and is not detrimental to existing uses specifically permitted in the zone in which the proposed use is to be located.*

The proposed project is consistent with both the Zoning Code (LLMC Title 17) requirements and the goals and policies of the adopted General Plan (May 26, 2009). Specifically, the project is consistent with General Plan Guiding Policy 8.10.7 (g), which encourages development of appropriate siting regulations for the installation of utilities and telecommunication facilities to minimize potential impacts to the community. As stated above, roof mounted equipment is permitted in the Institutional zone, subject to approval of a conditional use permit, pursuant to Section 17.95.060.

- 2. That the site for the intended use is adequate in size and shape to accommodate said use and all of the yards, setbacks, walls, or fences, landscaping and other features required in order to adjust said use to those existing or permitted future uses on land in the neighborhood.*

The project site is adequate in size and shape to accommodate the proposed roof mounted equipment and accessory structures. As indicated, the roof mounted antennas and equipment, in conjunction with the installation of any screening material, will not adversely affect adjacent properties as the scale and design of the antennas and equipment will be proportionate to the size and scale of the building on which they will be located.

- 3. That the site or the proposed use related to streets and highways properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.*

The antennas and equipment are unmanned; however, they will require occasional maintenance. Additional traffic will not be generated as the result of this project.

- 4. That the conditions set forth in the permit and shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.*

The public health, safety and general welfare will be protected with the implementation of the Conditions of Approval for this application to insure compatibility with the neighborhood and to prevent any negative impacts to the surrounding area.

### **Wireless Communication Facilities Findings**

All wireless communication facilities shall be subject to the following findings. These findings are in addition to any applicable criteria outlined in LLMC Chapter 17.30 Conditional Use Permits or the criteria for a small project application.

- 1. There is adequate space on the property for the wireless communication facility and accessory wireless communication equipment. Adequate space shall mean that the wireless communication facility will not be in conflict with existing buildings or other structures on the property, or reduce required parking, landscaping or other property improvements based on city development standards.*

As previously stated, the project will occupy only a fraction of the overall site, on the Prince Hall rooftop. The project complies with the setback requirements for structures and will not impact parking, landscaping or other property improvements, or generate additional vehicle trips to the site.

- 2. The design and placement of the wireless communication facility and accessory wireless communication equipment will not adversely impact the use of the property, other buildings and structures located on the property, or the surrounding area or neighborhood (i.e.,*

*encroach on walkways or openings, block or impair valuable views of or from the subject property or nearby properties).*

The proposed improvements will be located on top of Prince Hall. Due to the height and location of the building, the antenna design and equipment shelter will not adversely impact the use, or other buildings and structures on the property. The proposed antenna design and equipment will not adversely affect the surrounding area or neighborhood as Prince Hall is centrally located on the Loma Linda University Campus and the proposed design will not block or impair valuable views of, or from the subject property or nearby properties.

- 3. The wireless communication facility and accessory wireless communication equipment as proposed are consistent with the intent of this part and comply with the general standards for all wireless communication facilities and special standards for ground mounted structures below.*

The project is consistent with LLMC Chapter 17.95 which outlines specific design standards and requirements related to wireless communication facilities. The project complies with the goals and policies of the adopted General Plan (May 26, 2009) for developments related to wireless facilities.

- 4. The operation of the facility will not cause Radio Frequency Interference (RFI) to any of the city's communication operations including Public Works Department, Public Safety Department and San Bernardino County Sheriff's Department radio systems, other radio and communications systems, computer and/or electronic equipment, and SCADA facilities. In addition, the operation of the facility will not cause RFI to Loma Linda University, Loma Linda University Medical Center, Jerry L. Pettis Veterans Medical Center, Loma Linda University Community Medical Center, or other medical or educational related facilities' communications operations, computer equipment, and/or sensitive medical research and/or testing equipment, or to other consumer electronic products (i.e., televisions, radios, amateur radios, cordless telephones or other communications devices, hearing aids, or stereos), or to railroad communications, control or telemetry systems.*

Condition No. 11 of the project's Conditions of Approval ensures compatibility with the communication operations of the Civic Center, City Corp Yard (and other City facilities), San Bernardino County Sheriff's Department, and the Loma Linda-based hospitals.

## **CONCLUSION**

The proposed antennas are necessary to provide coverage in an area that lacks AT&T coverage. Because the antennas will be visible from the adjacent properties and public right-of-way, the proposed antenna design best complements the existing building and is considered the least conspicuous design. The proposed design blends to the greatest extent possible, with the building, without the actual screening material becoming the focus of the project. All support structures, equipment and enclosures will be painted to match the color and finish of Prince Hall.

All elements of project are consistent with the adopted General Plan (May 26, 2009). The project is also in compliance with the Wireless Communication Facilities regulations found in Zoning Code Chapter 17.95. The project has been designed in a manner that is compatible with the existing building, and surrounding neighborhood and community.

Staff has determined that the project is eligible for a Class 1 Categorical Exemption from the California Environmental Quality Act (CEQA) and a Notice of Exemption will be filed with the County Clerk of the Board of Supervisors pending approval of the City Council.

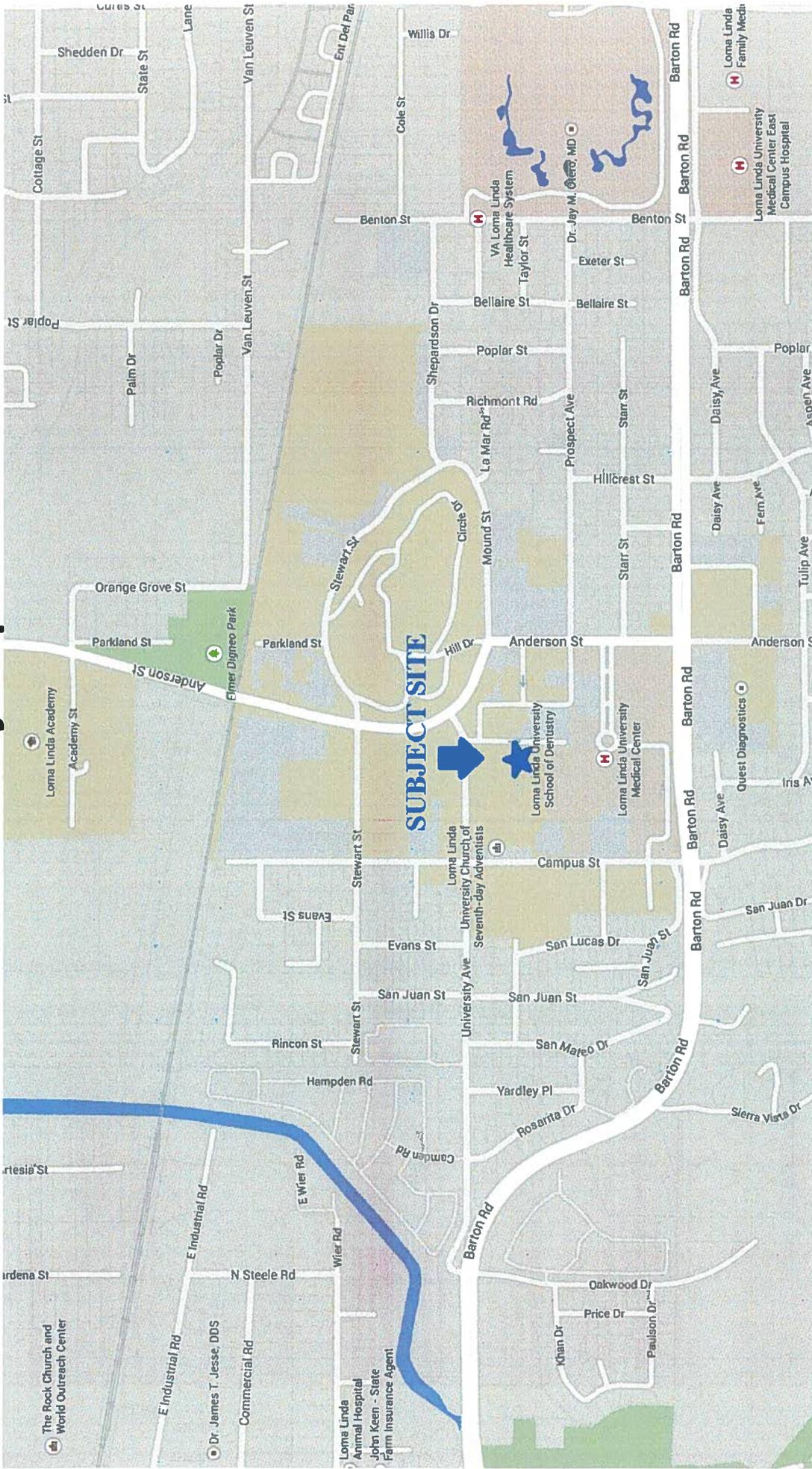
Respectfully submitted by:

Guillermo Arreola  
Associate Planner

#### **ATTACHMENTS**

- A. Vicinity Map
- B. June 10, 2014 City Council Report (Plans not included)
- C. Revised Photo-simulations
- D. Revised Conditions of Approval

# Vicinity Map





# City of Loma Linda Official Report

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

**COUNCIL AGENDA:** June 10, 2014  
**TO:** City Council  
**VIA:** T. Jarb Thaipejr, City Manager  
**FROM:** Konrad Bolowich, Assistant City Manager

Approved/Continued/Denied By City Council Date _____
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## SUMMARY

The Applicant, Smartlink, LLC on behalf of AT&T, requests approval to install roof mounted antennas and screening along the parapet walls at Prince Hall within the Loma Linda University Campus. The project site is located at 11092 Anderson Avenue, in the Institutional (I) zone. A copy of the project plans is available in Attachment B.

## RECOMMENDATION

The recommendation is for the City Council to approve CUP No. 14-034 based on the Findings, and subject to the Conditions of Approval (Attachment C).

## PERTINENT DATA

Property Owner/Applicant: Loma Linda University/Smartlink, LLC  
General Plan/Zoning: Institutional (I)  
Site: Loma Linda University Campus  
Topography: Relatively Flat  
Vegetation: N/A

## BACKGROUND AND EXISTING SETTING

### Background

On March 18, 2014, Smartlink, LLC submitted a CUP application with the required forms, plans, and mailing labels for the above referenced project. On April 10, 2014, the Administrative Review Committee (ARC) reviewed the project and deemed the project complete for processing pursuant to the California Permit Streamlining Act.

On May 7, 2014, CUP 14-034 was scheduled for a public hearing, however, due to a conflict of interest, the public hearing was not held, and the conditional use permit has been forwarded to the City Council for consideration.

**ATTACHMENT – B**

## Existing Setting

The subject site is located within the Loma Linda University Campus, on the rooftop of Prince Hall. Prince Hall is located off University Avenue, between Anderson and Campus Streets.

## CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) STATUS

The proposed construction has a Class 1 exemption from CEQA per CEQA, Guidelines §15301, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

## PUBLIC COMMENTS

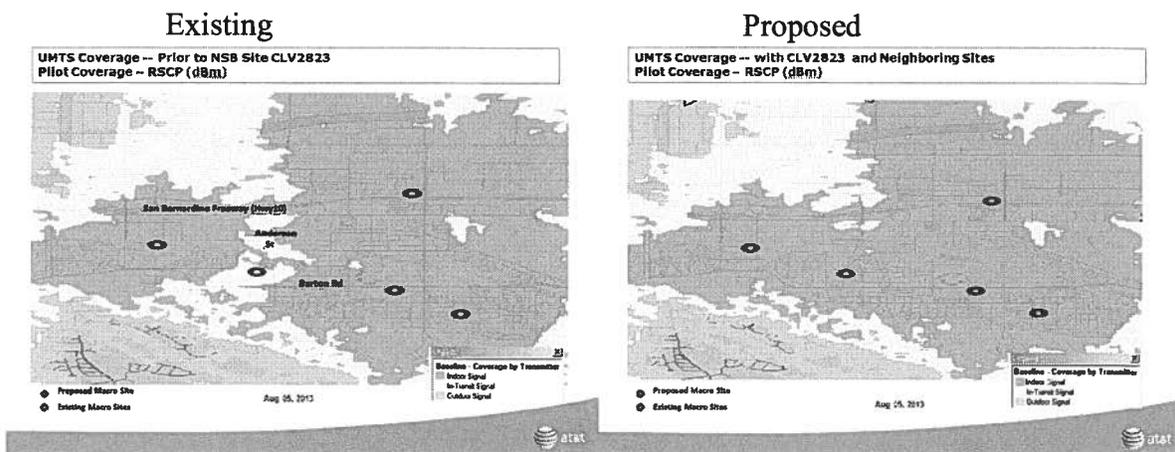
On April 24, 2014 and June 1, public hearing notices for this project were posted and mailed to property owners and occupants located within 300 feet of the project site. As of this report, the City has received no written or oral comments on the project.

## ANALYSIS

### Project Description

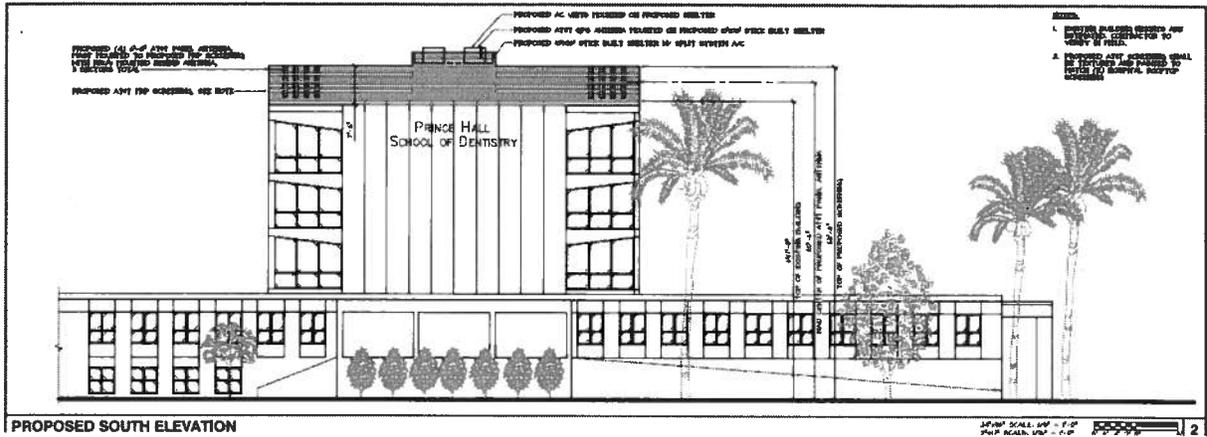
The applicant is proposing to install roof mounted antennas and equipment in for cellular service. The antennas will be located adjacent to the existing parapet wall, with the equipment shelter more centrally located on the building. Section 17.95.060(A) requires a conditional use permit when the roof-mounted, panel, or whip style antennas are visible from any public right of way or adjacent residential uses. In this case, the antennas would clearly be visible from the adjacent public right of way without any screening. The screening, a light-weight material painted to match the existing building façade, would be place on the existing parapet wall, and increase the height of the wall by 6'6" to 7'6".

The purpose for the antennas is a lack of mobile phone and high speed data coverage. Below are a series of maps that show existing coverage and proposed coverage once the antennas are installed.

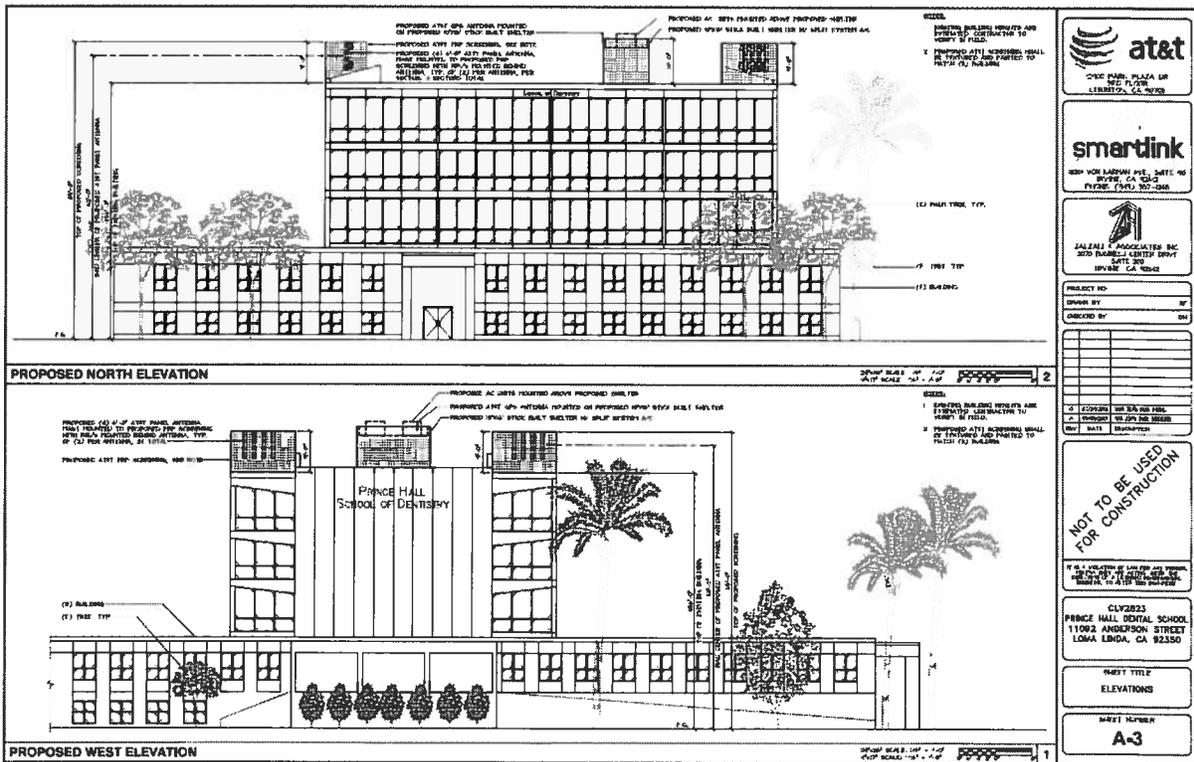




**Continuous screen along parapet wall**



**Narrower screens with abrupt changes in height**



However, staff continued to work with the applicant on a design that would limit the height of the screen material, roof mounted equipment and antennas and settled on a screen design that included angled lines that tapered from the top of the screen and flared out to the bottom of the screen, eliminating any abrupt changes in height to the parapet wall. The light-weight screening material will be painted to match the color and finish of the building. See attached plans for more details.

**Conditional Use Permit Findings**

The following findings must be addressed when considering a conditional use permit. As per LLMC Section 17.30.210, "The Planning Commission, in approving a conditional use permit, shall find as follows:"

1. *That the use applied for at the location set forth in the application is properly one for which a conditional use permit is authorized by this title.*

Roof mounted antennas that are visible from the adjacent public right-of-way are permitted in the Institutional Zone, subject to approval of a conditional use permit, pursuant to Section 17.95.060.

*That the said use is necessary or desirable for the development of the community, is in harmony with the various elements and objectives of the general plan, and is not detrimental to existing uses specifically permitted in the zone in which the proposed use is to be located.*

The proposed project is consistent with both the Zoning Code (LLMC Title 17) requirements and the goals and policies of the adopted General Plan (May 26, 2009). Specifically, the project is consistent with General Plan Guiding Policy 8.10.7 (g), which encourages development of appropriate siting regulations for the installation of utilities and telecommunication facilities to minimize potential impacts to the community. As stated above, roof mounted equipment is permitted in the Institutional zone, subject to approval of a conditional use permit, pursuant to Section 17.95.060.

2. *That the site for the intended use is adequate in size and shape to accommodate said use and all of the yards, setbacks, walls, or fences, landscaping and other features required in order to adjust said use to those existing or permitted future uses on land in the neighborhood.*

The project site is adequate in size and shape to accommodate the proposed roof mounted equipment and accessory screening. As indicated, the roof mounted antennas and equipment, in conjunction with the installation of the screening material, will not be visible to the adjacent properties along the public-right-of-way.

3. *That the site or the proposed use related to streets and highways properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.*

The antennas and equipment are unmanned; however, they will require occasional maintenance. Additional traffic will not be generated as the result of this project.

4. *That the conditions set forth in the permit and shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.*

The public health, safety and general welfare will be protected with the implementation of the Conditions of Approval for this application to insure compatibility with the neighborhood and to prevent any negative impacts to the surrounding area.

### **Wireless Communication Facilities Findings**

All wireless communication facilities shall be subject to the following findings. These findings are in addition to any applicable criteria outlined in LLMC Chapter 17.30 Conditional Use Permits or the criteria for a small project application.

1. *There is adequate space on the property for the wireless communication facility and accessory wireless communication equipment. Adequate space shall mean that the wireless communication facility will not be in conflict with existing buildings or other structures on the property, or reduce required parking, landscaping or other property improvements based on city development standards.*

As previously stated, the project will occupy only a fraction of the overall site. However, because the antennas would be visible to adjacent properties and the adjacent public right-of-way, screens are proposed along the parapet walls of the building to help obscure the view of the antennas and accessory equipment. The project complies with the setback requirements for structures and will not impact parking, landscaping or other property improvements, or generate additional vehicle trips to the site.

- 2. The design and placement of the wireless communication facility and accessory wireless communication equipment will not adversely impact the use of the property, other buildings and structures located on the property, or the surrounding area or neighborhood (i.e., encroach on walkways or openings, block or impair valuable views of or from the subject property or nearby properties).*

The proposed improvements will be located on top of Prince Hall and will require the installation of screening materials in order to obscure the visibility of the antennas and accessory roof mounted equipment from the surrounding properties and public right-of-way. The screening material will be painted to match the color of the building.

- 3. The wireless communication facility and accessory wireless communication equipment as proposed are consistent with the intent of this part and comply with the general standards for all wireless communication facilities and special standards for ground mounted structures below.*

The project is consistent with LLMC Chapter 17.95 which outlines specific design standards and requirements related to wireless communication facilities. The project meets the goals and policies of the adopted General Plan (May 26, 2009) for developments related to wireless facilities.

- 4. The operation of the facility will not cause Radio Frequency Interference (RFI) to any of the city's communication operations including Public Works Department, Public Safety Department and San Bernardino County Sheriff's Department radio systems, other radio and communications systems, computer and/or electronic equipment, and SCADA facilities. In addition, the operation of the facility will not cause RFI to Loma Linda University, Loma Linda University Medical Center, Jerry L. Pettis Veterans Medical Center, Loma Linda University Community Medical Center, or other medical or educational related facilities' communications operations, computer equipment, and/or sensitive medical research and/or testing equipment, or to other consumer electronic products (i.e., televisions, radios, amateur radios, cordless telephones or other communications devices, hearing aids, or stereos), or to railroad communications, control or telemetry systems.*

Condition No. 11 of the project's Conditions of Approval ensures compatibility with the communication operations of the Civic Center, City Corp Yard (and other City facilities), San Bernardino County Sheriff's Department, and the Loma Linda-based hospitals.

## CONCLUSION

The proposed antennas are necessary to provide coverage in an area that lacks AT&T coverage. Because the antennas will be visible from the adjacent properties and public right-of-way, screening will be incorporated to conceal the roof mounted equipment. The screen material is designed to blend, to the greatest extent possible, with the building while at the same time

providing the necessary concealment of the antennas and roof mounted equipment. The screens will be painted to match the color and finish of Prince Hall.

All elements of project are consistent with the adopted General Plan (May 26, 2009). The project is also in compliance with the Wireless Communication Facilities regulations found in Zoning Code Chapter 17.95. The project has been designed in a manner that is compatible with the existing building, and surrounding neighborhood and community.

Staff has determined that the project is eligible for a Class 1 Categorical Exemption from the California Environmental Quality Act (CEQA) and a Notice of Exemption will be filed with the County Clerk of the Board of Supervisors pending approval of the Planning Commission.

Respectfully submitted by:

Guillermo Arreola  
Associate Planner

#### **ATTACHMENTS**

- A. Vicinity Map
- B. Project Plans
- C. Conditions of Approval

## CONDITIONS OF APPROVAL FOR CUP NO. 14-034

1. Within one (1) year of this approval, substantial construction of the project shall have commenced or the permit/approval shall become null and void. In addition, if construction of the project is discontinued for a period of six (6) months, then the permit/approval shall become null and void.

**PROJECT:**

**CONDITIONAL USE PERMIT NO. 14-034**

**EXPIRATION DATE:**

**JUNE 24, 2015**

2. Within forty-eight (48) hours of approval of the subject project, the applicant shall deliver to the Community Development Department, check or money order made payable to the **CLERK OF THE BOARD OF SUPERVISORS** in the amount of \$50.00 (fifty dollars) to enable the City to file the appropriate environmental documentation (Notice of Exemption) for the project. If within the forty-eight (48) hour period, the applicant has not delivered to the Community Development Department the above-noted check, the statute of limitations for any interested party to challenge the environmental determination under the provisions of the California Environmental Quality Act shall be 180 days. The timely filing of the environmental documentation with the County within five (5) days of project approval reduces the statute of limitations to thirty five days or less.
3. Construction shall be in substantial conformance with the plan(s) approved by the Director, Planning Commission or City Council. Minor modification to the plan(s) shall be subject to approval by the Director through a minor administrative variation process. Any modification which exceeds 10% of the following allowable measurable design/site considerations shall require the refiling of the original application and a subsequent hearing by the appropriate hearing review authority.
4. In the event that this approval is legally challenged, the City will promptly notify the applicant of any claim or action and will cooperate fully in the defense of the matter. Once notified, the applicant agrees to defend, indemnify, and hold harmless the City, its officers, agents and employees from any claim, action or proceeding against the City of Loma Linda. The applicant further agrees to reimburse the City of any costs and attorneys' fees that the City may be required by a court to pay as a result of such action, but such participation shall not relieve applicant of his or her obligation under this condition.
5. A copy of the applicant's approved lease with the property owner shall be submitted to the Community Development Department prior to issuance of a building permit for the wireless communication facility. If the lease is extended or terminated, notice and evidence thereof shall be provided to the Community Development Director. Upon termination or expiration of the lease, the wireless communication facility shall be removed within 90 days.
6. Certification of continued use of each approved facility shall be submitted on a yearly basis at the time of business license renewal for as long as the facility remains in operation. The certification shall indicate that the facility is operating as approved and that the wireless communication facility complies with the most current Federal Communications Commission (FCC) safety standards. Facilities that are no longer in operation shall be removed within 90 days after the date of discontinuation.
7. If no annual certification is provided, the Planning Commission may commence proceedings to revoke the conditional use permit for the wireless communication facility. Prior to revocation of a

**ATTACHMENT – D**

permit, the Commission shall provide the owners of record written notice of their failure to provide the annual certification and inform them of the revocation hearing before the City Council

8. Notice of change of ownership of the wireless communication facility shall be provided to the City within thirty (30) days of title transfer.
9. Submittal to the Building and Safety Division for Structural Plan Check, shall include two sets of specifications on the proposed facility. Staff shall keep one and forward the other to San Bernardino County ISD Network Services for the database of wireless facilities in the area.
10. The wireless telecommunications service provider shall submit to the Director, ten (10) days after installation of the facilities and every two (2) years thereafter, a certification attested to by a licensed engineer expert in the field of EMR/RF emissions that the facilities are and have been operated within the then current applicable FCC standards for RF/EMF emissions, and current applicable standards established by the American National Standards Institute (ANSI) and Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to EMF and RFR. The report shall be written in plain English.
11. Within ten (10) days of commencement of the operation and as otherwise requested by the Public Works Department and Public Safety Department, the operation of the facility shall be tested and evaluated to the satisfaction of the Public Works and Public Safety Departments that the facility will not cause RFI to any of the City's communication operations including Public Works, Public Safety Departments and San Bernardino County Sheriff's Department radio systems, other radio and communications systems, computer and/or electronic equipment, and SCADA facilities. In addition, the operation of the facility will not cause RFI to Loma Linda University or Loma Linda University Medical Center communications operations, computer equipment, and/or sensitive medical research and/or testing equipment, or to other consumer electronic products (i.e., televisions, radios, amateur radios, cordless telephones or other communications devices, hearing aids, or stereos), or to railroad communications, control or telemetry systems.
12. Signage shall be maintained at the facility identifying all wireless telecommunications facility equipment and safety precautions for people nearing the equipment as may be required by any applicable FCC-adopted standards, including the RF radiation hazard warning symbol identified in ANSI C95.2-1982, to notify persons that the facility could cause exposure to RF emissions.
13. The service provider shall provide signage as required, including phone numbers of the utility provider, for use in case of an emergency. The signs shall be visibly posted at the communications equipment/structure.
14. All support structures, equipment and enclosures will be painted to match the color and/or finish of the building.

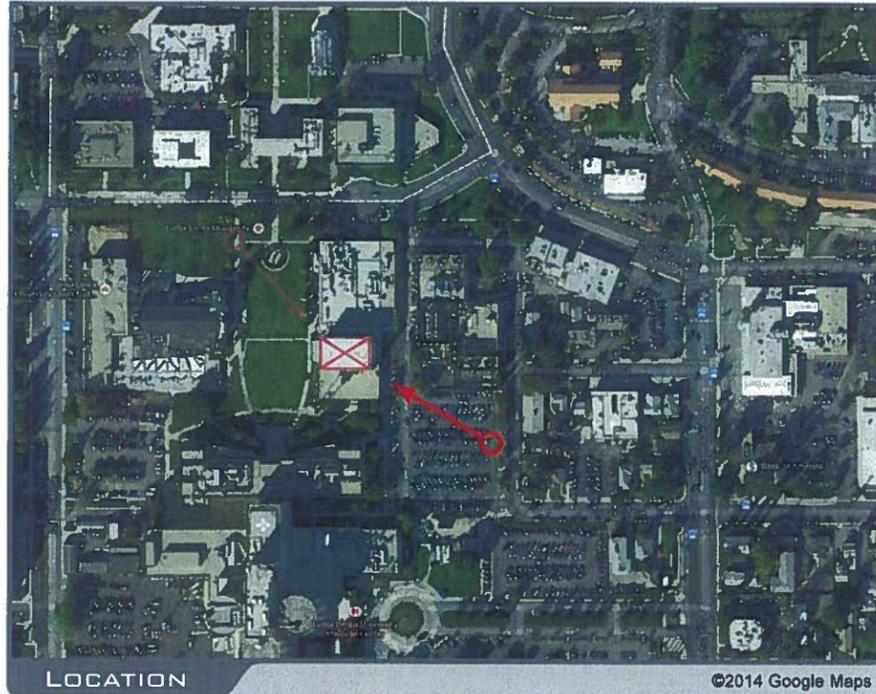
**END OF CONDITIONS**



# CLV2823

## PRINCE HALL DENTAL SCHOOL

11092 ANDERSON STREET LOMA LINDA CA 92350





ATTACHMENT C-1  
**CLV2823**  
**PRINCE HALL DENTAL SCHOOL**  
11092 ANDERSON STREET LOMA LINDA CA 92350



VIEW 2



LOCATION

©2014 Google Maps



EXISTING



PROPOSED

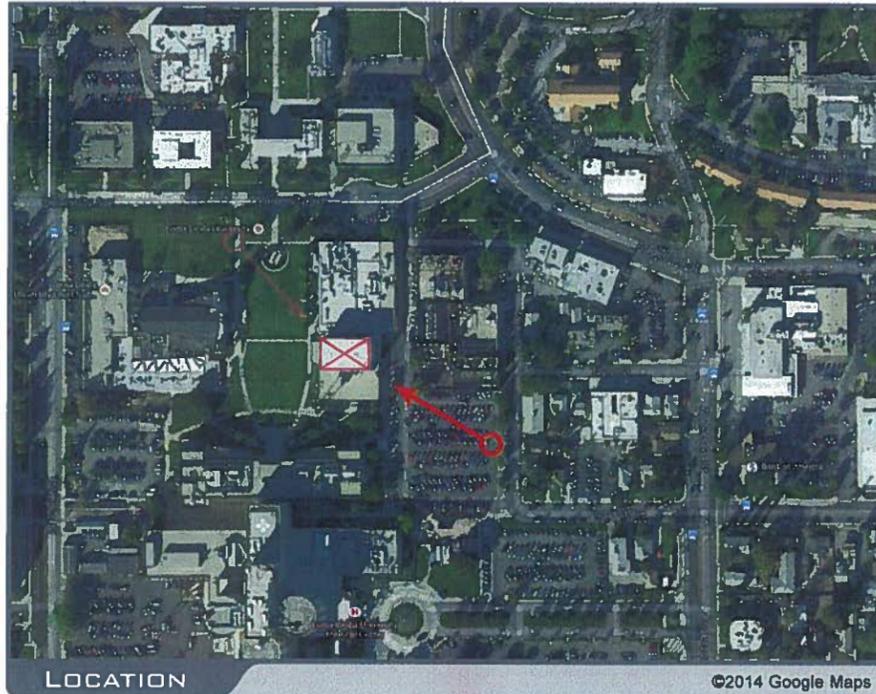
LOOKING SOUTHEAST FROM GRASS AREA



ATTACHMENT C-2  
**CLV2823**  
**PRINCE HALL DENTAL SCHOOL**  
11092 ANDERSON STREET LOMA LINDA CA 92350



VIEW 1



LOCATION

©2014 Google Maps



EXISTING



PROPOSED

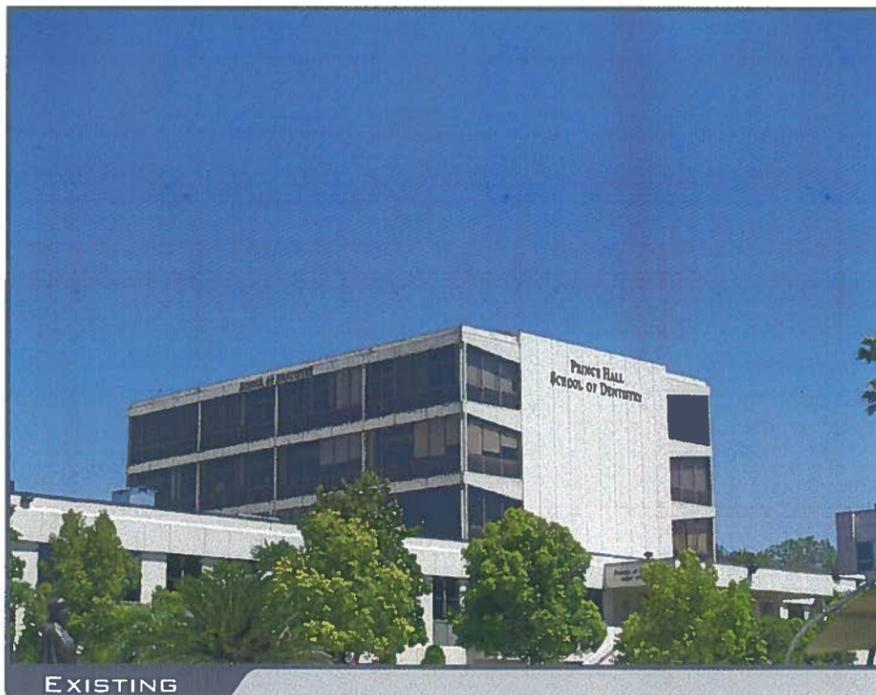
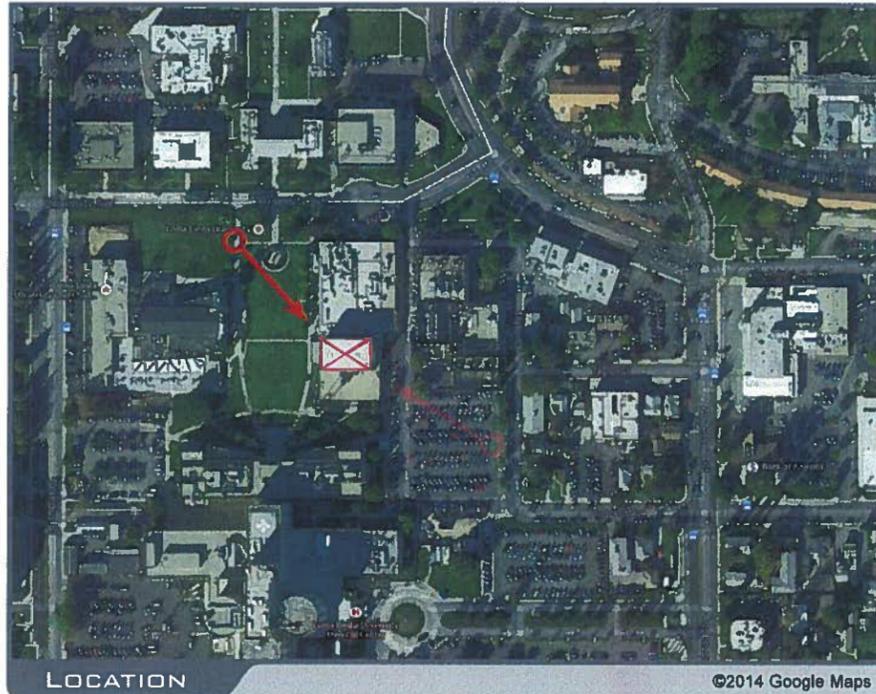
LOOKING NORTHWEST FROM TAYLOR COURT



ATTACHMENT C-2  
**CLV2823**  
**PRINCE HALL DENTAL SCHOOL**  
11092 ANDERSON STREET LOMA LINDA CA 92350



VIEW 2

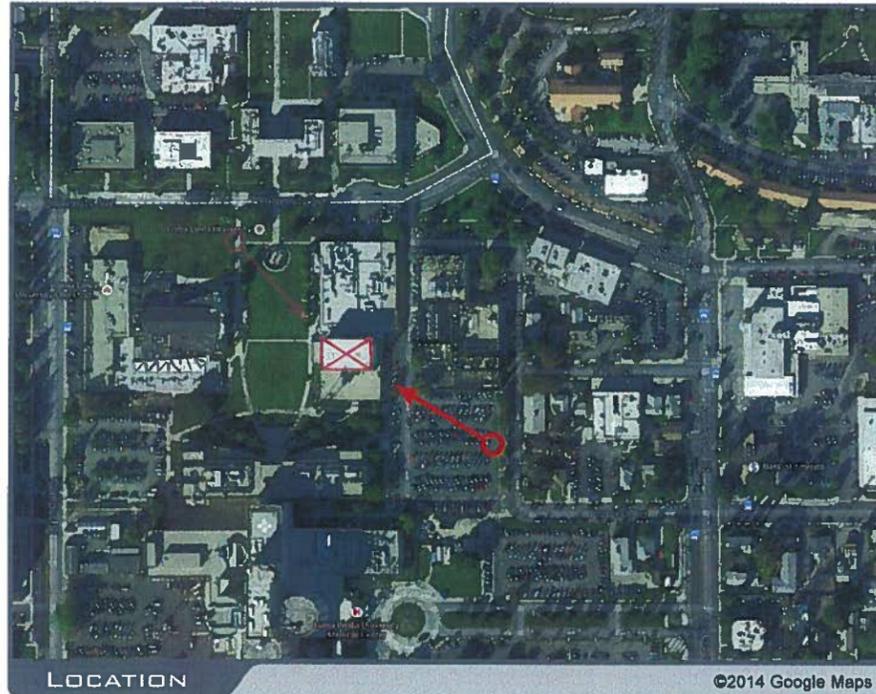




ATTACHMENT C-3  
**CLV2823**  
**PRINCE HALL DENTAL SCHOOL**  
11092 ANDERSON STREET LOMA LINDA CA 92350



VIEW 1



LOCATION

©2014 Google Maps



EXISTING



PROPOSED

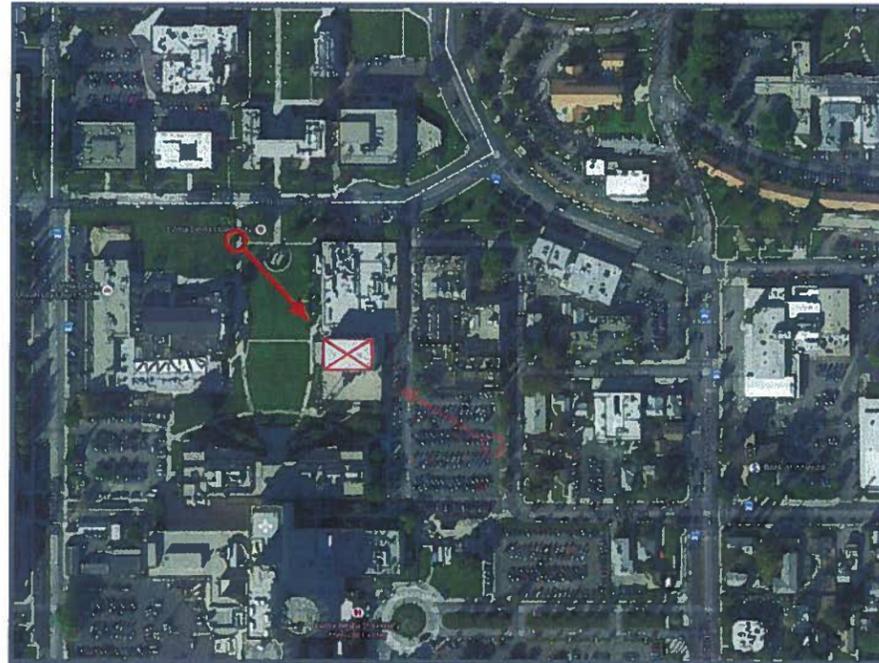
LOOKING NORTHWEST FROM TAYLOR COURT



# CLV2823

## PRINCE HALL DENTAL SCHOOL

11092 ANDERSON STREET LOMA LINDA CA 92350

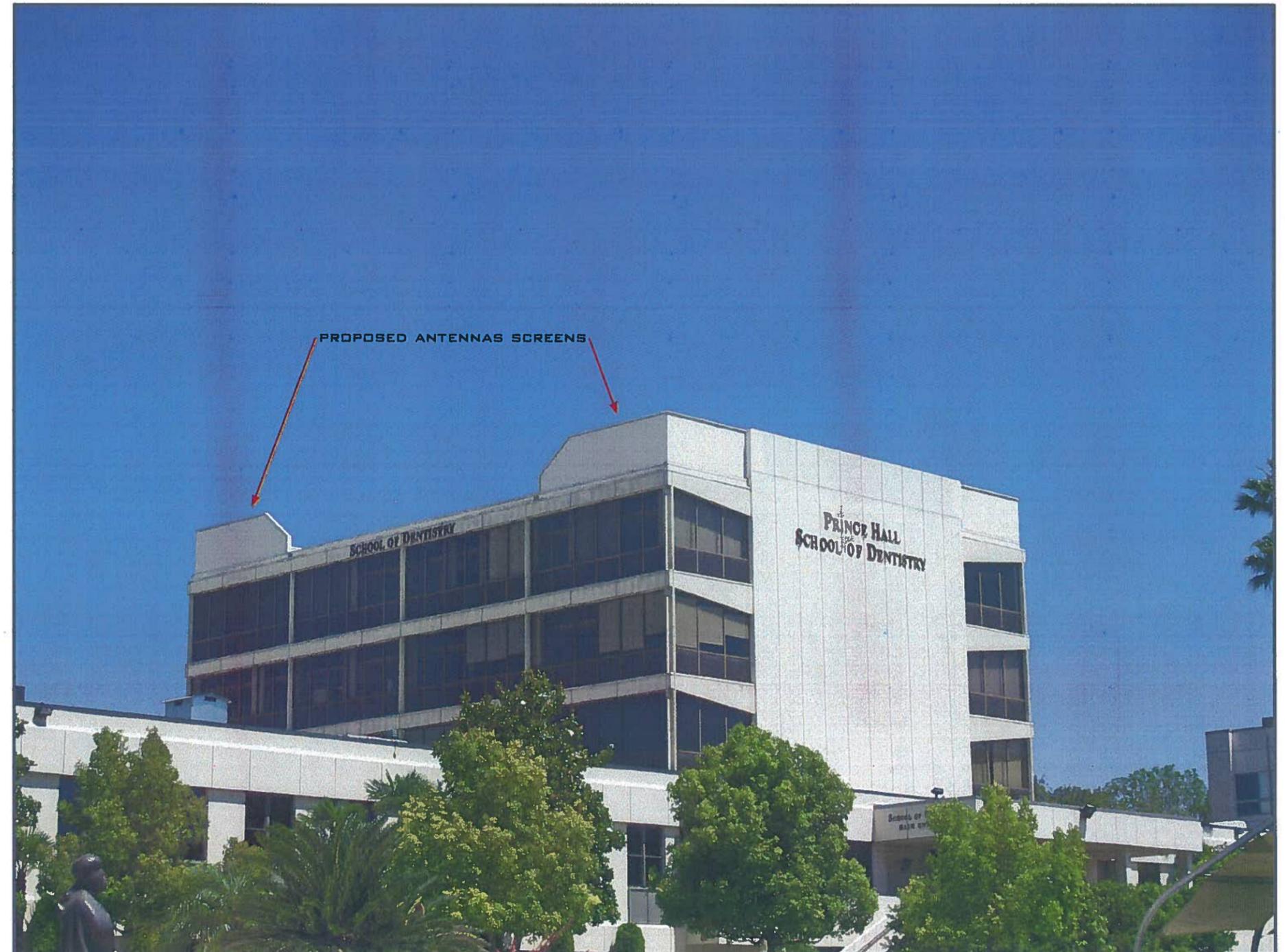


LOCATION

©2014 Google Maps



EXISTING



PROPOSED

LOOKING SOUTHEAST FROM GRASS AREA



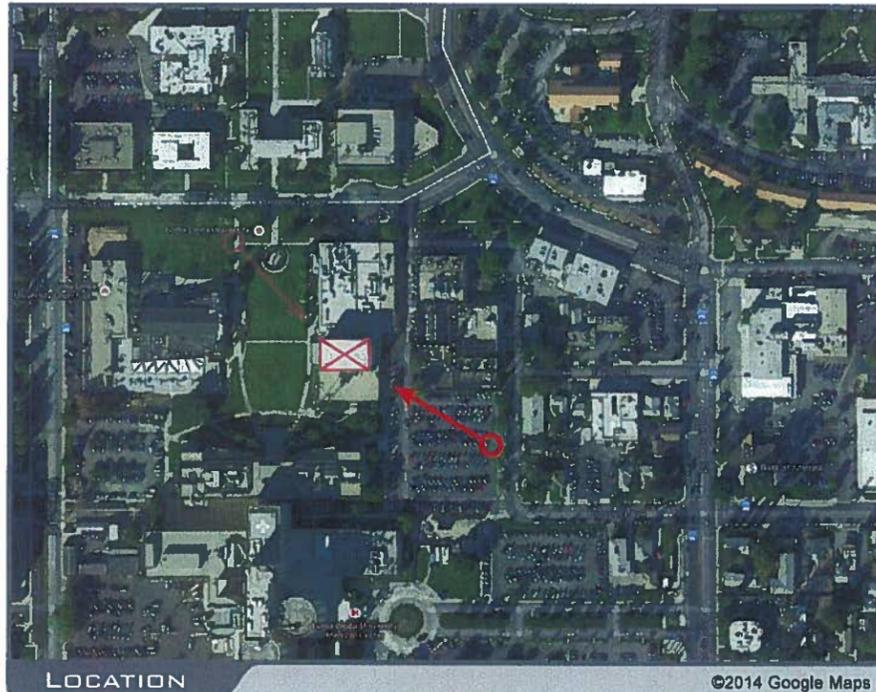
# CLV2823 ATTACHMENT C-4

## PRINCE HALL DENTAL SCHOOL

11092 ANDERSON STREET LOMA LINDA CA 92350



VIEW 1



LOCATION

©2014 Google Maps



EXISTING



PROPOSED

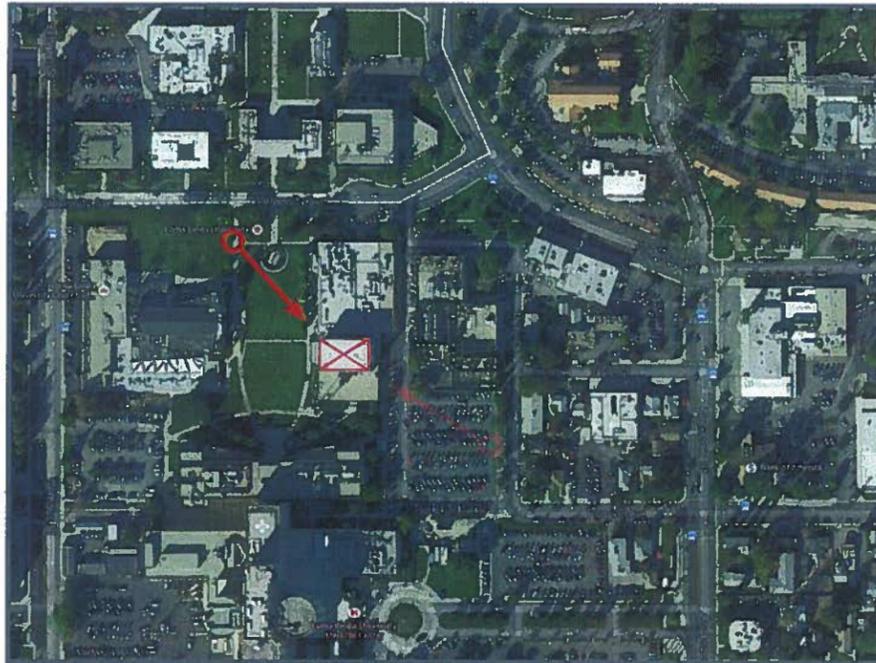
LOOKING NORTHWEST FROM TAYLOR COURT



# CLV2823

## PRINCE HALL DENTAL SCHOOL

11092 ANDERSON STREET LOMA LINDA CA 92350



LOCATION

©2014 Google Maps



EXISTING



PROPOSED

LOOKING SOUTHEAST FROM GRASS AREA



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014

TO: City Council

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Status of former cooperation agreement between Leland Lubinsky and code enforcement staff of the City of Loma Linda

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

## **RECOMMENDATION**

It is recommended that the City Council review the status of a former code enforcement cooperation agreement and give direction as to whether or not staff should provide any further forbearance to Leland Lubinsky relative to Municipal Code violations at APN 0281-091-22 (24800 REDLANDS BLVD), APN 0281-091-32 (24816 REDLANDS BLVD), APN 0281-091-40 (REDLANDS BLVD.), or whether staff should proceed with code enforcement actions as necessary to obtain compliance.

## **BACKGROUND**

On September 22, 1992, a public hearing was held before the Loma Linda City Council to determine if a public nuisance existed at APN 0281-091-22 (24800 REDLANDS BLVD), APN 0281-091-32 (24816 REDLANDS BLVD), APN 0281-091-40 (REDLANDS BLVD.). Council minutes reflect that there was extensive discussion on the topic, and that staff was given direction to work with the property owners to accomplish abatement of violations that existed at that time. (Attachment #1)

The nuisance public hearing was reopened on January 12, 1993 where there was additional discussion, and staff was again instructed to work with the property owner on accomplishing abatement of violations that still existed. The Hearing was continued to February 9, 1993. (Attachment #2)

At some point between January 12 and February 4, 1993, staff and the property owner developed a mitigation plan providing for a six month schedule for remediation of certain violations. A significant portion of the plan revolved around how stored material on the property would be handled. (Attachment #3)

At the February 9, 1993 hearing a cooperation agreement was discussed, and Council approved phase 1 of the cooperation agreement. The public hearing was continued to June 8, 1993. (Attachment #4 and #5)

At the June 8, 1993 hearing, information was presented indicating that some action had been taken as described in the agreement, but that access to the site had not been granted to confirm that all agreed upon remediations had occurred. After extensive discussion, and assurances by Mr. Lubinsky that the particulars of the plan would be carried out, the matter was in effect dismissed with no final action to find a nuisance. (Attachment #6).

An internal report detailing a discussion with Mt Lubinsky on September 7, 1993 regarding the progress of remediation indicated that a majority of the issues had been resolved, but that there were still outstanding issues with a semi-trailer, fencing, and works relating to CRA loans for property improvement. (Attachment #7).

### **ANALYSIS**

It is unclear if all of the items pertaining to the former remediation plan were ever completed as required by the plan, but the former plan only dealt with the conditions existing at that time and with a schedule to obtain compliance. Recent inspections have established that significant, illegal outdoor storage remains on the property in violation of City codes. The buildings and outdoor storage racks on the property have also seriously deteriorated over the last 21 years. The property was not properly maintained and numerous other code violations occurred, some of which have been corrected due to recent code enforcement efforts.

The rear of the property has been relatively well screened from the freeway by vegetation until recent construction work along the I-10 off-ramp removed screening vegetation that was planted in the Caltrans right-of-way and exposed the materials discussed in the former remediation plan. The deteriorated buildings are also visible.

The items listed in the former plan have been on site for the intervening twenty-one years and have suffered the amount of degradation that would be expected after such duration in the elements. Regardless of the status of the former agreement, the materials are in a much worse condition than they were in 1993.

There was never a formal action by the City Council authorizing the property owner to indefinitely maintain any violations of the Municipal Code. Nor was there ever an application by the property owner for a variance or for an amendment to the applicable codes. To the contrary, the apparent intent of the former remediation schedule was to obtain the property owner's cooperation in achieving compliance. The City should cease any forbearance from enforcement of the prohibition on outdoor storage on the site, and direct staff to work with the property owner to remove all material stored outdoors in violation of Municipal Code, and to bring the property up to code in all respects so that no public nuisance remains. If the property owner fails to move forward towards full compliance in a timely fashion, staff should be directed to continue with appropriate code enforcement remedies.

### **ENVIRONMENTAL**

There is no environmental impact

### **FINANCIAL IMPACT**

Susan MacConaghy, new principal of the Mission School, introduced Ann Sagmeister, the coordinating teacher, and stated that Gregory had helped many children and many families in several ways and would be missed.

Ruth Moses, sixth grade teacher at Loma Linda Elementary School, acknowledged that the D.A.R.E. Program was the most valued dollars spent in the community, expressed appreciation for the Program for the past three years and looked forward to continuation of the Program in future years.

Gregory acknowledged the City Council and instructors and reflected on some of the highlights of the Program. He stated that some of the best rewards for his efforts were the parental participation and support of the Program and the student turnout for the Red Ribbon Parade. He asked that the City consider expanding the Program to the Jr. high school level. He then introduced Deputy John Howell and indicated he would assist Howell whenever possible in the Loma Linda Program. Howell commented briefly and the City Council indicated their support for his involvement in the Program.

#### **Items To Be Added Or Deleted**

##### **CC-92-274 - Closed Session pertaining to investments**

The City Attorney stated the closed session was in regard to the Steve Wymer Lawsuit and pending litigation. The City Council recessed at approximately 5:07 p.m. and reconvened at approximately 5:49 p.m. with all members present.

The City Attorney stated the City Council conferred with Special Counsel Kurt Yeager of Stradling, Yocca Carlson & Rauth, who reported as to the status of the litigation. No further announcement was made.

#### **Public Hearings**

##### **CC-92-275 - Public Nuisance hearing to determine whether a public nuisance exists at 24818 Redlands Boulevard**

The public hearing was opened. Director of Public Safety Hills presented the report into evidence, stating the hearing pertained to three parcels on the north side of Redlands Boulevard, west of Anderson Street. He then reviewed the packet of information relating to the sites, including the notices sent to the property owners outlining the condition of the property and giving notice of subject hearing.

Code Enforcement Officer Patterson distributed photographs of the property taken this date and a copy of the Notice To Abate on which the City Council, acting as the Hearing Board, was to make its decision.

Samuel and Louis Lubinsky, 24818 Redlands Boulevard, owners of the property, addressed the City Council, stating they had sold a the majority of the nine acres originally owned by them; the remaining 1-1/4 acres was rented for storage of mining equipment and other metals; much of the plumbing and wood items remained from the hardware business at that location several years ago. They requested a period of three years to dispose of the remaining metal, noting that at this time, the price for scrap metal would not pay for the cost of disposing of it. They also indicated the wood was being cut for firewood.

Dr. Reinhold Trupp, 11441 Anderson Street, asked about the possibility of Redevelopment Agency assistance.

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

Extensive discussion ensued pertaining to removal of items concerning fire safety such as the combustible items in close proximity to the structures; the vast accumulation of plumbing and hardware supplies; the general disrepair of the structures and lack of maintenance of the grounds.

The City Manager recommended the City Council make the finding that a nuisance existed to allow staff to work with the Lubinskys to try to abate the nuisances in as short a time frame as possible.

Christman suggested that the existence of a nuisance be declared, but that no formal action be taken for three months; that a report as to the progress of the owners to clean the property be submitted at that time; that if satisfactory progress had not been made, the City could then take further action to abate.

The City Attorney recommended that, to comply with the intent of the Ordinance, the public hearing be continued for a period of three months; that at the end of the three-month period, abatement of the nuisances be ordered if the property had not been cleared to the satisfaction of the City Council.

Discussion again ensued with Brauer stating that a three-year period to clear the property was not acceptable to him as the property bordered the entrance to the City and in its condition did not convey a positive statement for the community.

**Motion by Digneo, seconded by Petersen to continue the public hearing to January 12 as recommended by the City Attorney.**

Brauer again suggested a public nuisance be declared and the owners be noticed to abate the nuisances within four months. Christman stated City staff could work with the owners during this period to accomplish abatement of the nuisances by the time of the next hearing.

The Mayor then called for a vote which **carried unanimously.**

CC-92-276 - Annexation No. 24 - approximately 10 acres located at the northeast corner of Whittier Avenue and First Street in the Bryn Mawr area and to provide pre-annexation General Plan and Zoning designations (Continued from August 11)

- a. Council Bill #R-92-39 - General Plan Amendment 92-3 from County designation of Low Density, 1-4 dwelling units per acre to City designation of Residential Medium Density
- b. Council Bill #O-92-14 - to pre-zone the area to City designation of R-3
- c. Council Bill #R-92-40 - Initiating annexation proceedings through the Local Agency Formation Commission (LAFC)

[Petersen left at 6:18 p.m.]

The public hearing was opened and Sr. Planner Cordova presented her report into evidence, stating the property under consideration was a 10-acre site within 90 acres of County area known as Bryn Mawr. She noted that at the last meeting City Council directed staff to work with the property owners in the Bryn Mawr area to discuss annexation of the entire 90 acres and the placement of an historical designation for the area. She noted that staff had met with the chairman of the Historical Commission and Fred Ramos, a spokesman for the residents of the south Bryn Mawr area; at the end of the meeting it was agreed that the proper action at this time was to move forward with this annexation request and to continue discussions about the possibility of annexing the remainder of the 90-acre site.

[Petersen returned at 6:20 p.m.]

Cordova elaborated that staff had reviewed their recommendation of August 11 and was now recommending that to be consistent with the surrounding area, the 10-acre site be developed into single family lots with a zoning designation of R-1-6-PD overlay which would accommodate lots of 5,000 square feet and that the General Plan designation remain R-1. She stated the applicant was amenable to staff's recommendation.

She then recommended that the Negative Declaration be adopted; the resolutions approving the General Plan amendment and requesting LAFC consideration be adopted and the ordinance approving the zone change be introduced on First Reading.

Motion by Christman to establish a maximum flat fee of \$500 per event with the proviso that the fee could be appealed to the City Council by the applicant. Motion failed for lack of a second.

Motion by Nichols, seconded by Brauer to adopt Alternative No. 2 to charge only the wages of the hourly employees involved in the administration of the event.

Dr. Reinhold Trupp, 11441 Anderson Street, spoke about volunteerism and subsidizing events.

The City Attorney clarified that action could be taken on the motion and if the motion passed, then a resolution would be submitted for confirming action.

The Mayor called for a vote which failed. Christman, Petersen and Digneo opposed.

Motion by Petersen, seconded by Digneo to not enforce the fee established for special events.

Motion by Digneo that the item be tabled subject to staff providing additional information as to personnel costs for the various standard special events.

The City Attorney clarified that a motion to table superseded any previous motion.

Discussion again ensued. The Mayor called for a vote which carried. Brauer opposed.

#### **Public Hearings**

#### **CC-93-006 - Public Nuisance hearing to determine whether a public nuisance exists at 24818 Redlands Boulevard (Continued from September 22)**

[Petersen left at 5:41 p.m.]

The public hearing was opened. Fire Marshal Crawford presented his report into evidence and summarized that in September, testimony was offered by Community Services Officer Patterson and the Lubinsky family; City Council continued the hearing to this meeting and instructed staff and the Lubinskys to work toward clearing the property and to submit a progress report.

[Petersen returned at 5:43 p.m.]

Crawford indicated some progress had been made and in addition, a letter had been received from the Lubinskys requesting a 120-day continuation. Crawford supported the request to continue the hearing to May 11 based upon the cooperative efforts of the Lubinskys and the fact that progress had been made.

In response to questions, Officer Patterson stated that it was not clear whether all material stored on the property or only certain items were to be removed, or whether specific locations were to be cleared.

Crawford clarified the Nuisance Abatement Procedures, stating that the Department of Public Safety had submitted evidence as to why it felt a public nuisance existed, but the actual determination that a public nuisance existed and abatement ordered was to be made by the City Council.

Leland Lubinsky addressed the City Council. He stated that an easement had been granted to the City so that a fence could be constructed along the right-of-way of the freeway to shield the property from view from the I-10 off ramp. He acknowledged that the property was a gateway to the community and should provide a good impression to those who view it, and stated that although he did not feel the condition of the property was a public nuisance, he would cooperate with the City to beautify it.

Lubinsky stated he had removed eight tons of scrap metal as well as the disabled vehicles and had already added 50 plants to enhance the landscaping.

Discussion ensued.

Motion by Digneo, seconded by Petersen to close the public hearing and grant a 120-day extension as requested.

Discussion ensued about the intent or purpose of the material being stored on subject property and the necessity to make Redlands Boulevard attractive for future development.

Brauer suggested that an additional one to two months be granted due to the Lubinskys cooperation and that at the end of that time, the Department of Public Safety provide an accurate list of what was yet to be done.

Christman suggested the extension be granted, but that the Department of Public Safety submit a progress report on February 9 and a list of specific things to be done, including any items in dispute.

The City Attorney clarified that the item to be considered by the City Council was a public nuisance hearing; that at the end of the 120 days, the hearing would be completed and a determination would be made as to whether or not a public nuisance existed.

Christman suggested the item be continued to February 9; at that time City Council determine whether there was agreement as to what the specific problems were and then either the public hearing could be continued to May 11 or the property could be declared a public nuisance and the abatement process ordered.

Crawford indicated that one of the problems the Department had in providing accurate information to the City council was the volume, variety and bulk of the material to be listed. He noted that the material did not present a fire hazard, but was perceived to be more of a visual problem.

The Mayor called for a vote on the motion to continue the item which **failed** with Nichols, Brauer and Christman opposing.

Motion by Christman to continue the item to February 9 and ask staff for a status report.

The City Attorney indicated that the public hearing should be continued to February 9 to determine whether a public nuisance existed. He clarified that at that time, a continuance could still be granted.

Motion by Christman, seconded by Brauer and **unanimously carried to continue the public hearing to February 9.**

#### **Old Business (Continued)**

**CC-93-007 - TT 14533 - Time extension request to subdivide 460 acres into 26 lots (20 developed lots and 6 open space lots) located in the South Hills area, lying between a line extending south from Almond Street west to the City boundary and extending from the terminus of Richardson Street south approximately one mile - Cresta Linda Specific Plan (Continued from December 8)**

Nichols declared a conflict of interest because his property was within 300 feet of the proposed development. Brauer declared a potential conflict of interest.

Sr. Planner Cordova presented her report, stating the item was continued to this date at the request of the applicant, who waived all rights for a decision to be made on December 8 pursuant to the Subdivision Map Act. She then recommended the time extension be denied based upon the previously submitted staff report and discussion.

Discuss w/ Sonja need (?) for Fire Inspection (fee).

Not required for sale of old hardware items. (mm)

2/4/93

would like to have some decoloration from city staff that there is no graffiti (at this time). (City Abatement program?)

Lubinsky Property Redlands Blvd. W/O Anderson St.

Proposed 6-Month Mitigation Plan

Cooperation Agreement -OK

Phase I (3 Months, March 1, 1993 to June 1, 1993)

- Sort all stored items on all three parcels (281-091-22, 281-091-32, 281-091-40) for the purpose of determining what is to be saved and what is to be removed from the premises.
- Remove/relocate all stored items adjacent to north and west property lines. Provide a minimum clearance of 5 feet from property line.   
*an average 3-5*
- Remove existing scrap/junk piles as identified by the Department of Public Safety. *Piles identified at 1/26/93 inspection.*
- Prepare a visual screening plan; submit to the Community Development Department and the Department of Public Safety for review and approval. (For north, west and east property lines.)   
*vegetative screen show mutual agreement -OK (signed by CDD, DPS + Leland Lubinsky)*
- Plant vegetation for screening of site. (As seen from north, west and east viewpoints.)
- Obtain a business license for resale of items. (Note: salvage yards are not permitted within the existing zone designation.)

~~7. Remove the semi trailer and travel trailer from the premises.~~

*Separate issue -> take up w Moore (or w Lubinsky's on a separate basis). Mr. Moore + Leland Lubinsky will discuss relocation/removal of*

*the situ regarding*

Phase II (3 Months, June 1, 1993 to September 1, 1993)

*not within the scope of this plan.*

*Move to Phase I. -OK*

- Apply for CRA grant, and complete work under the grant for the residential property (281-091-40).
- Haul accumulated remaining scrap/junk from entire site. (All three parcels.)
- Apply for CRA storefront rebates, and complete work under the rebate program for the following: 24800 Redlands Blvd. (281-091-22), building and west fence; 24810 Redlands Blvd. (281-091-32), building.
- Finish existing storefront improvement project at 24814 Redlands Blvd. (Applicant must obtain necessary permits to correct and finish the structure.)
- Replace south sheet metal fence with horse fence and vines.

Property owners shall agree to monthly site inspections during the scope of this plan. This plan may be updated, altered and/or refined during time of inspections.

*Inspections shall be conducted on a set basis as established at the onset of the plan. -OK*

ATTACHMENT #3

City of Loma Linda

City Council Minutes

Regular Meeting of February 9, 1993

A regular meeting of the City Council was called to order by Mayor Christman at 5:15 p.m., Tuesday, February, 9, 1993, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present: Mayor Robert H. Christman  
Mayor pro tempore Floyd Petersen  
Elmer J. Digneo  
Stan Brauer  
John S. Nichols

Councilman Absent: None

Others Present: City Manager John J. Bernardi  
City Attorney Eugene A. Demchuk

The invocation and Pledge of Allegiance was led by Jim Cobray, Pastor of the Rock Christian Church.

**CC-93-028 - Items To Be Added Or Deleted**

At the request of the City Manager, "Council Bill #O-93-2 - Rescinding the Cresta Linda Specific Plan" and "Council Bill #R-93-6 - Rescinding the Mt. View Estates Specific Plan" were deleted from the agenda and referred to the Planning Commission.

**CC-93-029 - Oral Reports**

Acting Finance Director Morris announced he had successfully completed the C.P.A. Exam. Mayor Christman, on behalf of the City Council extended congratulations.

**Scheduled and Related Items**

**CC-93-030 - Presentation of plaques to former Street Graphics, General Plan Review and Budget Committee Members**

The Mayor expressed appreciation to the Committee members for the work they had done. He then presented plaques to: Marilyn Roberts, General Plan Review Committee; C. P. Christianson, General Plan Review ad hoc and Street Graphics Advisory Committees; Serena Chow, Street Graphics Committee; Ogbonna Abarikwu, Street Graphics Committee. He also acknowledged Dorothy Foye and David Bode of the Street Graphics Committee who could not attend and indicated their plaques would be delivered to them.

**CC-93-031 - Presentation by American Cancer Society pertaining to Daffodil Days**

Katherine Bigelow, student intern for the Inland Empire Unit of the American Cancer Society, addressed the City Council pertaining to the Society's annual fund raiser and asked for volunteers to assist the florists in preparing and delivering the flowers March 22-26.

**Public Hearings**

**CC-93-032 - Public Nuisance hearing to determine whether a public nuisance exists at 24818 Redlands Boulevard (continued from January 12)**

The public hearing was opened and Fire Marshal Crawford presented his report into evidence. He reviewed that the public hearing of January 12 had been continued to this date with the provision that cooperation be extended to the Lubinskys and that the Department of Public Safety present a status report.

Crawford stated that on January 26, representatives of the Departments of Public Safety and Community Development met with the Lubinskys at 24818 Redlands Boulevard; as a result of that inspection, a proposed plan was prepared for the property; the plan reflected the visual concerns and also the desire of the Lubinsky family that the property not be declared a public nuisance.

He then distributed an amended plan as requested by Mr. Leland Lubinsky which outlined a six-month cooperation agreement. He noted the plan was divided into two phases and if the City Council approved, the first phase would begin on March 1 and extend to June 1; the second phase would begin on June 2 and extend to September 1. He noted that Mr. Lubinsky had requested that the Agency grant for the residence only contained in Phase II be approved as part of Phase I. Crawford then recommended that the Agreement be accepted and that the public hearing be continued to September 14.

The City Attorney recommended the public hearing be continued rather than closed to avoid having to re-notice the hearing.

Leland Lubinsky, 24818 Redlands Boulevard, addressed the City Council and expressed appreciation to City Staff for the courtesy and professional standards displayed. He expressed concern about the property being declared a public nuisance, but also indicated he and his family would cooperate with the City to provide an acceptable gateway to the City that was within their means to accomplish.

Lubinsky reviewed the amended plan, disagreeing with monthly inspections, but concurring that inspections were necessary on a scheduled basis as established at the outset of the plan. He also indicated he could accomplish clearance from the property lines of an average of from three to five feet, but objected to being limited to a minimum clearance of five feet for the visual screening. He also opposed the requirement to replace the southerly sheet metal fence with horse fence and vines. He also asked that the tape recording of the public hearing be retained for copying purposes.

Crawford responded to Lubinsky's comments and also, at the request of Lubinsky, indicated for the record that at the present time there was no graffiti on the property. He also noted that Lubinsky was apprised of the fact that the City had a graffiti abatement program which he could utilize.

In response to questions, Crawford stated the five-foot vegetation clearance was required so the landscaping could be maintained; however, he was willing to work with Lubinsky to establish a minimum of a three-to-five-foot clearance. He also indicated the sheet metal fence was in need of attention and that the horse fence with vines on the east side of the property was more visually pleasing and that, along with the fact that it would be consistent with other fencing, was the premise for the recommendation. He also indicated that at least three regular inspections per phase were needed to check on the progress of the plan and to offer assistance and advise as needed.

The City Manager indicated there appeared to be a spirit of cooperation expressed by Lubinsky, and that an inspection schedule could be arranged to satisfy both the Lubinskys and the City. He then concurred with the recommendation that the public hearing be continued to September 14 and that the agreement be amended as proposed.

Christman suggested the public hearing be continued for three months because of the phasing plan; that at that time the plan could be reviewed and modifications as necessary could be made to Phase II.

Discussion ensued.

**Motion by Digneo, seconded by Petersen and carried to continue the public hearing to June 8; approve Phase I of the Cooperation Agreement as amended to allow a minimum of three to five feet clearance from the property line and application for an Agency grant pertaining to the residence only be part of Phase I. Brauer opposed.**

C. P. Christianson, 25241 Cottage Street, suggested the metal fence be allowed to remain.

Lubinsky Property  
Redlands Blvd. w/o Anderson St.

Proposed 6-Month Mitigation Plan

Phase I (3 Months, March 1, 1993 to June 1, 1993)

1. Sort all stored items on all three parcels (281-091-22, 281-091-32, 281-091-40) for the purpose of determining what is to be saved and what is to be removed from the premises.
2. Remove/relocate all stored items adjacent to north and west property lines. Provide a minimum clearance of 5 feet from property line.
3. Remove existing scrap/junk piles as identified by the Department of Public Safety.
4. Prepare a visual screening plan; submit to the Community Development Department and the Department of Public Safety for review and approval. (For north, west and east property lines.)
5. Plant vegetation for screening of site. (As seen from north, west and east viewpoints.)
6. Obtain a business license for resale of items. (Note: salvage yards are not permitted within the existing zone designation.)
7. Remove the semi trailer and travel trailer from the premises.

Phase II (3 Months, June 1, 1993 to September 1, 1993)

1. Apply for CRA grant, and complete work under the grant for the residential property (281-091-40).
2. Haul accumulated remaining scrap/junk from entire site. (All three parcels.)
3. Apply for CRA storefront rebates, and complete work under the rebate program for the following: 24800 Redlands Blvd. (281-091-22), building and west fence; 24810 Redlands Blvd. (281-091-32), building.
4. Finish existing storefront improvement project at 24814 Redlands Blvd. (Applicant must obtain necessary permits to correct and finish the structure.)
5. Replace south sheet metal fence with horse fence and vines.

Property owners shall agree to monthly site inspections during the scope of this plan. This plan may be updated, altered and/or refined during time of inspections.

Leland Lubinsky, 24818 Redlands Boulevard and Gerald Volomino, Burbank requested the project not be delayed.

Mayor Christman, on behalf of the entire City Council, thanked Mr. Miller for his presentation and invited him and a representative of the Corps of Engineers to return to provide updated information as to the plan and construction schedule.

**Public Hearings**

**CC-93-156 - Public Nuisance hearing to determine whether a public nuisance exists at 24818 Redlands Boulevard - Lubinsky (Continued from February 9)**

The public hearing was opened and Fire Marshal Crawford presented his report and noted that the situation was primarily visual in nature and that at this time there were no health or safety violations. He then referred to the Cooperative Agreement, noted the actions that had been taken by the Lubinskys to comply with the Agreement and acknowledged that no on-site inspections had been conducted because the Lubinskys denied the Department of Public Safety access to the property. He noted that the property had been evaluated from the right-of-way and progress was noted to have been made to clean the premises.

Crawford also noted that since the last public hearing, the Lubinskys had obtained a business license; that several years ago business was conducted at the subject location and the items remaining on the property were primarily items left from the business which was active prior to the incorporation of the City.

He noted that vegetation had been planted to screen the property; items had been removed, sorting had taken place, but not all of the items in Phase I of the Agreement had been accomplished.

Leland Lubinsky, 248181 Redlands Boulevard, demanded a due process hearing and sworn testimony.

The City Attorney stated the subject public hearing was a continued public hearing; there were several previous public hearings where evidence had been presented by staff as to the condition of the property, so there was ample evidence in the record for the City Council to determine whether there existed at that time a nuisance; the matter had been continued to this date for the purpose of attempting to resolve the matter without the City Council having to make a determination as to whether a nuisance existed.

He then addressed sworn testimony and stated that it had never been required by the Court; that a due process hearing meant an opportunity to be heard; evidence had been presented by staff in prior hearings; Mr. Lubinsky had been heard and that was what was required by due process. Due process was a prerogative of the City Council and not a prerogative of anyone presenting a matter before the City Council. The Courts had always sustained that fact, and a record of the proceedings was accepted by the Courts.

Lubinsky again requested sworn testimony.

Mayor Christman stated that the reason the public hearing was continued was because the City Council was under the impression that matters would be worked out between the Lubinskys and staff; that there would be a spirit of cooperation and that the staff report evidenced some cooperation had taken place.

Lubinsky requested the matter of a public nuisance be dismissed. The City Attorney indicated that the allegation of a nuisance was not a criminal proceeding, but rather a nuisance abatement proceeding which was a civil matter; that the City Council was attempting to determine whether or not a condition existed on the property that required an abatement order.

He reviewed that staff presented detailed evidence regarding the conditions on the property, which constituted sufficient evidence to show that a nuisance existed; rather than make that determination, City Council postponed the matter several times in an attempt to cooperate with the Lubinskys to get the matter resolved without taking nuisance abatement proceedings. He

added that due process had been satisfied by the previous hearings and the testimony did not have to be repeated because it was contained in the record of the previous meetings. He noted that if the City Council desired a current inspection of the property, an inspection warrant could be obtained from the Court.

Brauer asked Lubinsky if he was willing to work with the City Council and staff to resolve the items listed on the Cooperative Agreement but which had not been completed, including Phase II which addressed the fence and the storefront improvement program.

Lubinsky indicated he wanted very much to cooperate, but asked that the City cooperate by dismissing the nuisance abatement matter. In response to comments by Nichols, he stated that he would complete the list and work with the Department of Public Safety.

Chris Christianson, 25241 Cottage Street, concurred with Lubinsky. No other public testimony was offered and the public hearing was closed.

**Motion by Petersen, seconded by Digneo to dismiss the matter.**

Discussion ensued with Nichols suggesting that staff and Lubinsky continue to work on the items contained in the Cooperation Agreement and that the public nuisance matter be dismissed.

Brauer indicated that the site was not beneficial to the beauty of the community; that the City had worked with the Lubinskys for nine months; the cooperative effort was appreciated; he would be willing to grant another three months to complete the items contained in the Agreement and if they had not been completed by that time, that nuisance abatement be ordered. Brauer indicated he could not support dismissing the issue.

Nichols indicated he would support dismissing the public nuisance issued as long as there was cooperation to remedy the issues that had been mutually agreed upon and contained in the Agreement.

Christman asked that a report be submitted at the conclusion of the time outlined in the Agreement. Brauer requested the public hearing be continued for three months and the status of the property be evaluated at that time to ascertain whether further action was required.

Interim City Manager Hills reminded the City Council that only Phase I of the Agreement had been approved by them, and only those items were subject of this public hearing.

Nichols indicated he would not be willing to support a complete dismissal of all future improvements, but he would support a provision for continued mutual cooperation for both Phase I and Phase II of the Agreement. He noted that Lubinsky had agreed that if the threat of public nuisance was removed, he would be willing to work with staff more cooperatively, and staff would be able to provide updated information without having to obtain an inspection warrant from the Court.

In response to a question from Petersen, Lubinsky stated that he was in agreement with the conditions of both Phases of the Agreement and that he would accomplish those in the future. The City Attorney clarified that what was being suggested was that the matter be dismissed without a finding. He suggested the matter be dismissed without a finding being made and that the City Council reserve the right to make a finding in the future in case the situation required remedy. Lubinsky concurred and recognized that the allegation could be brought up again.

**Motion by Petersen, seconded by Digneo that a finding that a public nuisance existed not be made and that the matter be dismissed.**

Christman asked that a report be submitted September 14.

The City Attorney stated that the record of proceedings would note Lubinsky's statement in reference to the Agreement with staff and the fact that he intended to carry out the terms of the Agreement, but didn't want these proceedings to be pending in the meantime. He added that it was not part of the motion, but a part of the representation made by Lubinsky to continue to cooperate with Phases I and II.

The Mayor called for the vote which carried. Brauer opposed.

CC-93-157 - Council Bill #O-93-5 (Second Reading/Roll Call) - National Pollution Distribution Elimination System (NPDES)

The Mayor opened the public hearing. No testimony was offered and the public hearing was closed.

**Motion by Nichols, seconded by Brauer and unanimously carried to waive reading Council Bill #O-93-5 in its entirety and to direct the City Clerk to call the roll.**

The Clerk read the title and called the roll with the following results:

AYES: Christman, Petersen, Digneo, Brauer, Nichols  
NOES: None  
ABSTAIN: None  
ABSENT: None

**Ordinance No. 493**

An Ordinance of the City Council of the City of Loma Linda, adding Chapter 13.26 to Title 13 of the Municipal Code pertaining to the control and/or elimination of non-storm water discharges into the City's storm drain system pursuant to the National Pollutant Discharge Elimination System (NPDES) Program required by the Regional Water Quality Control Board

CC-93-158 - Council Bill #O-93-6 (Second Reading/Roll Call) - Establishing a Paramedic/Ambulance Transportation Program

The public hearing was opened. Dr. Reinhold Trupp, 11441 Anderson Street spoke. Mayor Christman indicated there were no immediate plans to implement the program, as the proposal was still being discussed and studied; however, the ordinance would authorize the program to protect the City's rights in light of proposed State actions. No other testimony was offered and the public hearing was closed.

**Motion by Petersen, seconded by Brauer and unanimously carried to waive reading Council Bill #O-93-6 in its entirety and to direct the City Clerk to call the roll.**

The Clerk read the title and called the roll with the following results:

AYES: Christman, Petersen, Digneo, Brauer, Nichols  
NOES: None  
ABSTAIN: None  
ABSENT: None

**Ordinance No. 494**

An Ordinance of the City Council of the City of Loma Linda, adding Chapter 2.34 to Title 2 of the Municipal Code authorizing the Department of Public Safety to provide emergency paramedic ambulance and transportation services and authorizing the City Manager and Fire Chief to take necessary action to implement such services

CC-93-159 - Consent Calendar

Staff responded to questions pertaining to the proposed trade of equipment with the City of Redlands and the street sweeping program.

**Motion by Digneo, seconded by Petersen and unanimously carried to approve the following items:**

September 9, 1993

**TO: PETER R. HILLS, DIRECTOR OF PUBLIC SAFETY/FIRE CHIEF**

**FROM: GERALD F. PATTERSON, COMMUNITY SERVICE OFFICER**

**SUBJECT: LUBINSKY PROPERTY, 24800 - 24818 REDLANDS BLVD.**

This report is submitted pursuant to the request of the City Council as stated at the Council meeting of June 8, 1993.

**BACKGROUND:**

On June 8, 1993 the City Council conducted a public hearing and determined that a public nuisance did not exist on the said property. At the hearing, Mr. Lubinsky stated that he would complete the list (attached) and work with the Department of Public Safety.

**DISCUSSION:**

I met with Mr. Leland Lubinsky on September 7, 1993 to discuss the status of the items contained in the attached Cooperation Agreement. The following is a summary of that discussion:

**Phase I (3 months, March 1, 1993 to June 1, 1993)**

1. The sorting of all stored items has been completed on all three parcels.
2. The removal or relocation of all stored items adjacent to the north and west property lines is essentially complete. A minimum clearance of 3 to 5 feet from the property line has been provided.
3. Certain scrap/junk piles identified by the Department of Public safety on January 26, 1993 have been removed.
4. A visual screening plan has not been prepared and submitted for review and agreement.
5. Vegetation for screening of the site has been planted along the north, west and east property lines.
6. A business license for the resale of items has been obtained.
7. The travel trailer has been screened with a fence. The semi trailer remains in the same location and condition.

**Phase II (3 months, June 1, 1993 to September 1, 1993)**

1. Mr. Lubinsky has applied for a CRA grant and has submitted bids to the City for work on a new roof and screens for the house at 24818 Redlands Blvd.
2. Most of the remaining scrap/junk has been removed from the property. A small pile remains.
3. Mr. Lubinsky stated he is awaiting notification on whether or not there will be funds available before applying for the CRA storefront rebates to complete work 24800 and 24810 Redlands Blvd.
4. The work on the existing storefront improvement project at 24814 Redlands Blvd. is nearly complete.
5. The sheet metal fence on the south side of the property has not been replaced with horse fence and vines. Mr. Lubinsky stated he will paint the fence and the structure at 24800 Redlands Blvd. if the CRA storefront rebate is approved for 24800 Redlands Blvd.

**Lubinsky Property**  
**Redlands Blvd. W/O Anderson St.**  
**Proposed 6-Month Mitigation-Plan Cooperation Agreement**

**Phase I (3 Months, March 1, 1993 to June 1, 1993)**

1. Sort all stored items on all three parcels (281-091-22, 281-091-32, 281-091-40) for the purpose of determining what is to be saved and what is to be removed from the premises.
2. Remove/relocate all stored items adjacent to north and west property lines. Provide a minimum clearance of 5 feet from property line.
3. Remove existing scrap/junk piles as identified by the Department of Public Safety at the January 26, 1993 inspection.
4. Prepare a visual screening plan; submit to the Community Development Department and the Department of Public Safety for review and approval mutual agreement. (For north, west and east property lines.)
5. Plant vegetation for screening of site. (As seen from north, west and east viewpoints.)
6. Obtain a business license for resale of items. (Note: salvage yards are not permitted within the existing zone designation.)
7. Remove-the-semi-trailer-and-travel-trailer-from-the-premises. Mr. Leland Lubinsky and Mr. Moore (tenant) will meet with the Department of Public Safety to discuss the City's request to have the travel and semi trailers removed/relocated during the scope of this plan. If agreement is not reached as a result of this discussion, the Department will separately pursue removal of the trailers from the premises.

**Phase II (3 Months, June 1, 1993 to September 1, 1993)**

1. Apply for CRA grant, and complete work under the grant for the residential property (281-091-40). (Relocate to Phase I above.)
2. Haul accumulated remaining scrap/junk from entire site. (All three parcels.)
3. Apply for CRA storefront rebates, and complete work under the rebate program for the following: 24800 Redlands Blvd. (281-091-22), building and west fence; 24810 Redlands Blvd. (281-091-32), building.
4. Finish existing storefront improvement project at 24814 Redlands Blvd. (Applicant must obtain necessary permits to correct and finish the structure.)
5. Replace south sheet metal fence with horse fence and vines.

Property owners shall agree to monthly site inspections during the scope of this plan. Inspections and follow-up meetings shall be conducted on a set schedule as established at the onset of the plan. This plan may be updated, altered and/or refined during time of inspections.



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014

TO: City Council

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

FROM: Pamela Byrnes-O'Camb, City Clerk *pto*

SUBJECT: **Joint Public Hearing** of the City Council and Housing Authority pertaining to the sale of 25613 Prospect Avenue and approving a Housing Disposition Agreement (TO BE CONTINUED TO AUGUST 26) [City Clerk/Authority Secretary]

Approved/Continued/Denied By City Council Date _____
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- a. LLHA Bill #R-2014-02 - Authorizing the sale of 25613 Prospect Avenue to Michelle Anderson and approving the Housing Disposition Agreement
- b. Council Bill #R-2014-30 - Consenting to the sale of 25613 Prospect Avenue to Michelle Anderson

## RECOMMENDATION

It is recommended that the Housing Authority Board and City Council continue the public hearing to August 26.

The Housing Authority Board directed Staff to pursue outside financing for transactions related to those properties currently owned by the Housing Authority for which buyers have been pre-qualified to purchase pursuant to the Affordable Housing Program.

A buyer has been pre-qualified; an outside lender has confirmed financing arrangements; and a joint public hearing of the City Council and Housing Authority Board was advertised; however, due to circumstances beyond the control of the buyer and the Housing Authority, a continuance is requested.

Sale of residential units/properties was negatively impacted by the enactment of ABx1 26 (the "2011 Dissolution Act") which provided generally for the dissolution of all redevelopment agencies in the State of California, and which effected, for several months, a freeze on the entering into of contracts. The 2011 Dissolution Act was challenged by litigation initiated during 2011; that litigation was decided by the California Supreme Court in a manner which upheld the 2011 Dissolution Act.

Under the 2011 Dissolution Act, housing assets of a redevelopment agency become assets of a housing successor housing entity as designated by the city council of the host city. In the case of housing assets of the Redevelopment Agency, the Loma Linda City Council, which had previously activated a local housing authority, the Loma Linda Housing Authority ("Housing Authority" herein), designated the Housing Authority to receive the housing assets of the former Redevelopment Agency.

The subject property is a condominium within the University Community Homes Development which consists of 42 single-family units of which 7 have long-term affordability covenants that run with the land for a state mandated period of time. The Housing Authority purchased the Prospect Avenue house from the former owner.

The Agreement provides for monthly payments in compliance with the Affordable Housing Cost for Lower Income Households as set by the State Department of Housing and Community Development (HCD) under Health and Safety Code Sections 50052.5, 50079.5, and related regulations.

### **ANALYSIS**

Outside financing of the house would retain the affordability covenant, provide the buyer within the lower income category the opportunity to purchase a home, and would provide a revenue source for the Housing Authority.

### **FINANCIAL IMPACT**

Sale of the Prospect Avenue property (\$165,000.00) would either (i) provide the Authority with funding (in the amount of the sales price, less real estate commissions, the premium for the owner's title policy, one half of the escrow fee and certain other incidental closing costs) to maintain and preserve its supply of affordable housing available to income-qualified persons and families pursuant to the Authority's Affordable Housing Program or (ii) generate a like amount of proceeds to the City's "03" fund, thereby reducing the amount secured by the City's lien on the subject property.



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Pamela Byrnes-O'Camb, City Clerk

SUBJECT: Minutes of June 10, 2014

Approved/Continued/Denied By City Council Date _____
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## RECOMMENDATION

It is recommended that the City Council approve the Minutes of June 10, 2014.

City of Loma Linda

City Council Minutes

Regular Meeting of June 10, 2014

An adjourned regular meeting of the City Council was called to order by Mayor Rigsby at 7:06 p.m., Tuesday, June 10, 2014, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present: Mayor Rhodes Rigsby  
Mayor pro tempore Ovidiu Popescu  
Ron Dailey  
Phill Dupper  
John Lenart

Councilman Absent: None

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

Mayor Rigsby led the invocation and Pledge of Allegiance. No items were added or deleted and no public participation comments were offered upon invitation of the Mayor.

**CC-2014-064 –Conflicts of Interest**

See Item CC-2014-067.

**Scheduled And Related Items**

**CC-2014-065 - Public Hearing - Council Bill #R-2014 25 - Approving the Annual Report and Assessments for Landscape Maintenance District No. 1 for fiscal year 2014-2015**

The public hearing was opened and City Manager Thaipejr presented the report into evidence, noting that at the last meeting, City Council ordered the report, preliminarily approved the report, and set the date for the public hearing. He explained that property owners share in the cost of maintenance within their respective districts; that the first 50 districts comprising the Landscaping Maintenance District did not have a CPI clause; therefore there is no change in the annual assessment and that is the reason for the deficit in the LMD; Districts 51 through 73, however, do include a CPI increase. The deficit is satisfied through the General Fund. In order to apply a CPI to the first 50 districts, a vote of the people within those districts would be required. Some property owners have elected to self-maintain their individual properties.

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

**Motion by Dupper, seconded by Dailey and unanimously carried to adopt Council Bill #R-2014-25.**

**Resolution No. 2819**

A Resolution of the City Council of the City of Loma Linda ordering the continued maintenance of Landscape Maintenance District Number 1, and confirming Engineer's Report and levying assessment for Fiscal Year 2014/2015

**CC-2014-066 - Public Hearing – Council Bill #R-2014-26 – Approving the Annual Report and Assessments for Street Light Benefit Assessment District for fiscal year 2014-2015**

The public hearing was opened and City Manager Thaipejr presented the report into evidence, noting that the Street Light Benefit Assessment District was similar to the Landscape Maintenance District in process and application; that the Street Light District Reserve has been used to replace street lights and bulbs; during fiscal year 2014-2015, the traffic signal battery backup will be replaced so that during a power failure, sufficient battery power would be available to maintain the traffic signal and the light on top of the signal for a four to six-hour period.

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

**Motion by Dailey, seconded by Dupper and unanimously carried to adopt Council Bill #R-2014-26.**

**Resolution No 2820**

A Resolution of the City Council of the City of Loma Linda ordering the continued maintenance of Street Light Benefit Assessment District No. 1 and confirming the Engineer's Report and levying assessment for Fiscal Year 2014/2015

**CC-2014-067 - Public Hearing – Installation of roof-mounted antennas and screening along the parapet walls at Prince Hall, 11092 Anderson Street within the Loma Linda University Campus in the Institutional (I) Zone. Applicant, Smartlink, LLC on behalf of AT&T**

- a. Mitigated Negative Declaration
- b. Conditional Use Permit No. 14-034

The Rule of Necessity was invoked because of potential conflicts of interest of Councilmen Rigsby, Popescu, Dailey, and Lenart due to their affiliation with the Loma Linda University Adventist Health Sciences Center (LLUAHSC), resulting in Councilmen Rigsby and Dailey remaining with Councilman Dupper to constitute a quorum and vote; Councilmen Popescu and Lenart leaving the Council Chamber..

The public hearing was opened and Associate Planner Arreola presented the report into evidence, stating that the application was exempt from CEQA (California Environmental Quality Act) pursuant to Section 15301 of the CEQA Guidelines.

He went on to say that the project consisted of 7-1/2 foot, roof-mounted antennas at the corners of the building ; two screened air conditioning units to hold and cool the equipment cabinets approximately 40 feet from the parapet walls. He then showed the roof/site plan and photo simulation of the installation and noted that the Municipal Code required that the units be screened.

Discussion ensued concerning aesthetics and the effects on internet service at the Dental School.

Elmer Kelln 25246 Lawton presented a history of the construction of the towers. No other public testimony was offered. Discussion ensued concerning parapet walls around the entire building instead of corners only, no walls, and continuing the public hearing. Staff was asked to return with options other than corner parapets.

**Motion by Dupper, second by Dailey and unanimously carried to continue the public hearing to June 24 and request staff to submit alternative designs. Councilmen Popescu and Lenart did not vote.**

Councilmen Popescu and Lenart returned.

**CC-2014-068 - Public Hearing – Appeal of Planning Commission decision to declare that a public nuisance exists at APN 0281-091-22 (24800 Redlands Blvd), APN 0281-091-32 (24816 Redlands Blvd), and APN 0281-091-40 (24818 Redlands Blvd.) (Continued from May 13, 2014)**

The public hearing was opened and Assistant City Manager Bolowich presented the report into evidence, stating that a permit was issued to a contractor to construct a roof on the upholstery building; Staff and counsel for the property owner were working to resolve the remaining issues, including the outside storage visible from the Anderson Street off-ramp in a way that meets the previous discussions and the needs of the City Council. He then asked that the public hearing be continued to September 9, which coincided with the termination of the roof permit.

James Krausz, counsel for property owner Lubinsky, thanked Staff and the City Council for what had become a protracted process; that the issues related to vegetation, condition of the building, and fire issues; that many years ago, an agreement had been reached relating to outdoor inventory. He added that if the time had come for the City to withdraw from the agreement then findings and a Notice to Abate would be issued, and he would advise his client of his options. If another direction was dictated by Council action, then he would submit numerous records so his client would preserve his right to challenge. He elaborated that Mr. Lubinsky was under the impression from the former agreement that the outside storage could remain.

Extensive discussion ensued relating to the City Council's desire to have a "clean" site that offered an attractive entrance to the city.

Mr. Krausz indicated that the remaining issue was appearance as it related to the outside storage items; that it was clear in the City Code that the property was not located in a zone that allowed outside storage for the type of storage that Mr. Lubinsky had; that retention of the outside storage was because of a negotiated

settlement 20 years ago; that because of the I-10/Tippecanoe/Anderson Street off-ramp improvements, the outside storage issue has resurfaced.

At the request of City Council members, City Attorney Holdaway addressed options in Code Enforcement matters, noting that the option has been to work with the property owner to try to gain voluntary compliance; that being unsuccessful, abatement through a court process or receivership or criminal enforcement were available. As a matter of policy, the City has tried to avoid the more extreme options.

He went on to say that the Planning Commission made a finding of a public nuisance. Some of those matters have been corrected. The City Council has the discretion to uphold the Planning Commission's decision based on the condition of the property and to make findings as to what particular conditions exist today, and then narrow the decision as to what constitutes a public nuisance which will then be the basis for future action.

Mr. Holdaway commented that he had not seen a formal agreement approved by the City Council. Minutes show that the matter was tabled. There was doubt as to whether there was compliance with the program outlined by staff at that time, but that would go to forbearance pending compliance. A City Council cannot bind future councils to not enforce the Municipal Code.

Assistant City Manager Bolowich commented that there had been numerous discussions about the validity of the alleged agreement; the agreement could be revoked and remaining issues could then be acted upon. If the public hearing were to be continued to September 9, Staff's recommendation would be to terminate the referred to agreement and begin the process to require removal of the outside storage. The September 9 date was chosen because the roof permit would expire at that time, which would provide ample time to complete the roof and address the outside storage issues.

Extensive discussion ensued. City Attorney Holdaway suggested the public hearing be continued to June 24; that at that time Staff could provide a report based on the findings and action of the Planning Commission; subsequently, the City Council could decide on what action to take.

**Motion by Dailey, seconded by Popescu and carried to continue the public hearing to June 24; Staff to present a status report at that time. Councilman Dupper opposed.**

Mr. Krausz noted that the Fire Marshal's Appeal Board specified a steel roof and a steel roof was not proposed.

Mayor Rigsby noted that if a permit was issued, then it was a permitted roof.

CC-2014-069 - Public Hearing – Council Bill #O-2014-08 (First Reading/Set Second Reading for June 24) – Amending Chapter 17 of the Municipal Code pertaining to development standards relating to drainage restrictions for the Mission Zanja

The public hearing was opened and City Manager Thaipejr presented the report into evidence stating that the Mission Zanja was a flood control channel at the intersection of California Street and Redlands Boulevard in a westward direction that eventually connected to the Santa Ana River.

He explained that the channel was built several years ago and during the storm of December 2010, it met its capacity, causing flooding in the City of San Bernardino. Therefore the County asked Loma Linda to redirect water runoff of future projects that would connect to the Mission Zanja so that only 90 percent of the current flows would enter the Channel by way of any new connection point until such time as the Channel is improved to ultimate design. Approval is required prior to issuance of a District permit.

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

**Motion by Lenart, seconded by Popescu and unanimously carried to introduce Council Bill #O-2014-08 on First Reading and to set the Second Reading for June 24.**

CC-2014-070 - Consent Calendar

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

The Demands Register dated May 27, 2014 with commercial demands totaling \$1,037,586.19 and payroll demands totaling \$250,208.92.

The Demands Register dated May 29, 2014 with commercial demands totaling \$697,725.22.

The Demands Register dated June 10, 2014 with commercial demands totaling \$1,189,864.66 and payroll demands for May 22, 2014 totaling \$266,407.83 and for June 5, 2014 totaling \$233,652.76.

The Minutes of May 13, 2014 as presented.

Council Bill #R-2014-29.

**Resolution No. 2821**

A Resolution of the City Council of the City of Loma Linda, certifying industrial disability and eligibility for retirement pursuant to Government Code Sections 21154 and 21156

Award contract for Traffic Signal Maintenance Services to Aegis ITS, Inc. of Anaheim in an amount of \$58.62 per intersection per month for an annual total of \$14,772.24 and a contingency amount of \$1,500.00. Staff to provide inspection and administration services.

**New Business**

**CC-2014-071 - Approval of design and authorization to go forward with xeriscape landscaping for City Hall – Barton Road/Loma Linda Drive Frontage**

City Manager Thaipejr presented the item, noting that the State has mandated reduction in water consumption; that he proposed that the Civic Center landscaping be modified so as to be an example to homeowners and businesses on how to have beautiful landscaping and still conserve water.

He then displayed a proposed plan to modify the current landscaping on the north side of the Civic Center (Barton Road) to include the existing trees; reduction of the grass area; installation of decomposed granite along with a sidewalk leading from Barton Road to an entrance on the north side of the Civic Center for pedestrian traffic; and a xeriscape garden. Staff would design the irrigation system and install some of the landscaping with the remainder to be accomplished by contract. The total cost was anticipated to be \$100,000.

Councilman Dupper favored keeping the lawn and opposed the “desert look.” Mayor Rigsby asked for statistics relating to current water consumption vs. proposed water conservation. General discussion ensued.

**By common consent Staff to provide a modified xeriscape plan and statistics on water conservation relating to the Plan.**

**Reports of Councilmen**

Mayor Rigsby reported that he spoke to Omnitrans officials concerning the variation in sidewalk heights at the sbX bus stops which could pose a tripping hazard.

The meeting adjourned at 9:45 p.m.

Approved at the meeting of

\_\_\_\_\_  
City Clerk



# City of Loma Linda Official Report

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

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

COUNCIL AGENDA: June 24, 2014  
TO: City Council  
VIA: T. Jarb Thaipejr, City Manager  
FROM: Diana De Anda, Finance Director/City Treasurer   
SUBJECT: May 2014 Treasurer's Reports

## RECOMMENDATION

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

CITY OF LOMA LINDA  
COMPOSITION OF CASH  
MAY 2014

**DEMAND DEPOSIT ACCOUNTS**

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	1,189,840.23
Outstanding Checks as of month-end		(604,548.28)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	585,291.95
 BANK OF AMERICA - PAYROLL	 \$	 5,966.76
 HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		 97,377.37
Outstanding Checks as of month-end		(999.41)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	96,377.96
 SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		 48,579.32
Outstanding Checks as of month-end		(7,760.00)
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	40,819.32

**DEMAND DEPOSIT ACCOUNTS - TOTAL** **\$ 728,455.99**

INVESTMENTS	YIELD		
<b>LOCAL AGENCY INVESTMENT FUND (LAIF)</b>			
CITY	0.228%	\$	22,562,348.63
SUCCESSOR RDA	0.228%	1,824,784.29	
SUCCESSOR RDA -Bond Proceeds		4,609,558.31	
SUCCESSOR RDA -Total			6,434,342.60
HOUSING AUTHORIT	0.228%		170,319.14
<b>INVESTMENTS TOTALS</b>			<b>\$ 29,167,010.37</b>

**OTHER CASH**

IMPREST ACCOUNT	\$	500.00
CASH ON HAND		1,350.00
<b>OTHER CASH TOTAL</b>	<b>\$</b>	<b>1,850.00</b>

**CASH AND INVESTMENTS - GRAND TOTAL** **29,897,316.36**

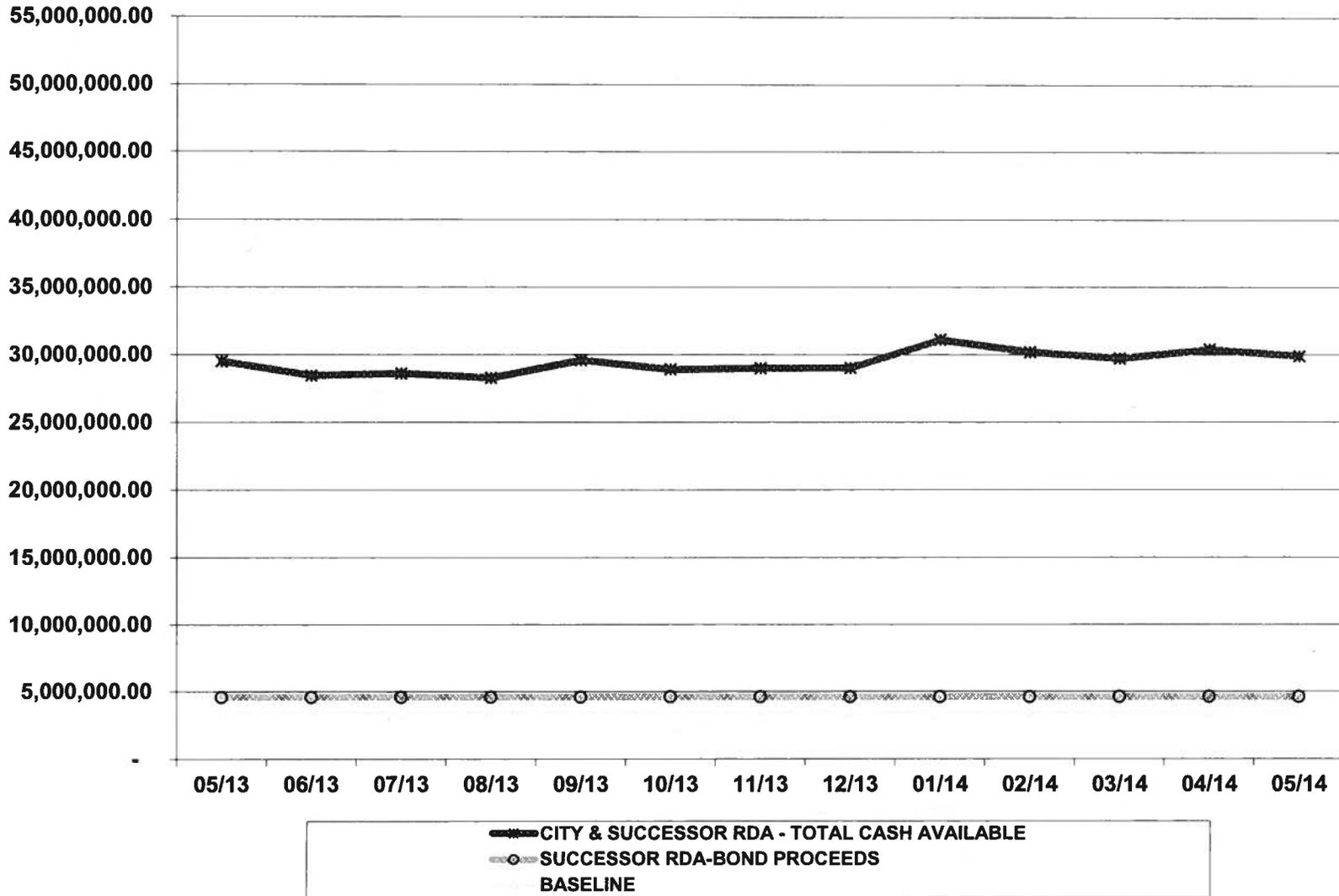
**PREVIOUS MONTH** **30,389,430.54**

**CHANGE +/-** **\$ (492,114.18)**

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

  
Treasurer

**CITY OF LOMA LINDA  
MONTHLY TREASURER'S REPORT 05/13 - 05/14**





# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014  
TO: City Council  
VIA: T. Jarb Thaipejr, City Manager *JT*  
FROM: Jeff Bender, Fire Chief *JB*  
SUBJECT: April Fire Department Activity Report

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## Operations Division

The Fire Department's Operations Division responded to **326** incidents in May 2014.

The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	196	60.1%	1042	62.5%
Traffic Collision (TC)	9	2.8%	65	3.9%
<i>MA + TC</i>	<b>205</b>	<b>62.9%</b>	<b>1107</b>	<b>66.4%</b>
Hazardous Conditions	2	0.6%	16	1.0%
Hazardous Material	0	0.0%	0	0.0%
Mutual/Automatic Aid	35	10.7%	151	9.1%
Public Assistance	12	3.7%	70	4.2%
Rescue	1	0.3%	8	0.5%
Structure Fire	5	1.5%	22	1.3%
Vegetation Fire	7	2.1%	10	0.6%
Vehicle Fire	1	0.3%	3	0.2%
Refuse Fire	6	1.8%	13	0.8%
<i>All Fires</i>	<b>19</b>	<b>5.8%</b>	<b>48</b>	<b>2.9%</b>
Other	31	9.5%	131	7.9%
Fire Alarm Activation*	21	6.4%	136	8.2%

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

## Training Division Highlights:

- Facility orientation/pre-plan LLU Parking Structure
- Swift Water Rescue traing at Splash Kingdom
- Annual Wildland preparation exercise, Lake Arrowhead

## Public Education/Relations Detail:

- Support LLUMC Children's Day with smoke trailer

**SUBJECT: May 2014 Fire Department Activity Report Continued**

**Fire Prevention Division:**

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

Certificate Of Occupancy Inspection	
Commercial UL-300 Hood Inspections	2
Commercial UL-300 Hood Inspections 6 mo. Cert.	
Construction Site Inspection	3
Fire Alarm System Test & Inspection (# of trips)	5
Fire Building Final Inspection	
Fire Flow Test (Hydrant Testing)	1
Fire Sprinkler Final – Commercial	2
Fire Sprinkler Final – Residential	
Fire Sprinkler Rough – Commercial	1
Fire Sprinkler Rough – Residential	
Fire Underground – Inspection, test, flush	
Five Year FS System Certification – Observe Flush	
Knox Box Inspection	
New Tenant Inspection	
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	1
Smoke Alarm Check / Installed For Resident	
Solar Panel Inspection	5
Underground Flam. Liquid Tank Inspection	2
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	
Fire Code Research (hours)	
Meetings	1
Public Education (hours)	9
Public Hearings / Council Meetings	
Training Classes (hours)	.5
Annual Fire Inspections	7
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	1
Field Investigation / Inquiries	18
Fire / Arson / Illegal Burn Investigation (hours)	
Special Events – July 4 <sup>th</sup> Fireworks Patrol	
State Fire Marshal Permits Issued	
State Fire Marshal Title 19 Inspections: RCF's	8
Weed Abatement Administrative Time (hours)	10
Weed Abatement, Parcels Inspected	105



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014  
TO: City Council  
VIA: T. Jarb Thaipejr, City Manager *TJT*  
FROM: Jeff Bender, Fire Chief *JB*  
SUBJECT: April Fire Department Activity Report

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## Operations Division

The Fire Department's Operations Division responded to **320** incidents in April 2014.

The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	195	60.9%	846	63.1%
Traffic Collision (TC)	13	4.1%	56	4.2%
<i>MA + TC</i>	<b>208</b>	<b>65.0%</b>	<b>694</b>	<b>67.3%</b>
Hazardous Conditions	2	0.6%	14	1.0%
Hazardous Material	0	0.0%	0	0.0%
Mutual/Automatic Aid	30	9.4%	116	8.7%
Public Assistance	10	3.1%	58	4.3%
Rescue	0	0.0%	7	0.5%
Structure Fire	3	0.9%	17	1.3%
Vegetation Fire	3	0.9%	3	0.2%
Vehicle Fire	2	0.6%	2	0.1%
Refuse Fire	4	1.3%	7	0.5%
<i>All Fires</i>	<b>12</b>	<b>3.8%</b>	<b>29</b>	<b>2.2%</b>
Other	25	7.8%	100	7.5%
Fire Alarm Activation*	33	10.3%	115	8.6%

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

## Training Division Highlights:

- Strategic planning meeting, all crews
- Safe Work Place training through JPIA

## Public Education/Relations Detail:

- Static display of vintage engine for event at Quad Harley Davidson
- Infant CPR Demonstration at quarterly baby shower for VA Women's Health Clinic
- Station tour, LL Filipino Pathfinders
- Fire/Water Safety presentation at Bryn Mawr Elementary & LL Academy in concert with the Sheriff Department's KidzWatch Program
- Business Expo, Disaster & Prevention booth along with fire apparatus static display
- Preschool station tour

**SUBJECT: April 2014 Fire Department Activity Report Continued**

**Fire Prevention Division:**

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

Certificate Of Occupancy Inspection	
Commercial UL-300 Hood Inspections	
Commercial UL-300 Hood Inspections 6 mo. Cert.	
Construction Site Inspection	8
Fire Alarm System Test & Inspection (# of trips)	2
Fire Building Final Inspection	
Fire Flow Test (Hydrant Testing)	8
Fire Sprinkler Final – Commercial	
Fire Sprinkler Final – Residential	
Fire Sprinkler Rough – Commercial	4
Fire Sprinkler Rough – Residential	
Fire Underground – Inspection, test, flush	5
Five Year FS System Certification – Observe Flush	
Knox Box Inspection	1
New Tenant Inspection	
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	12
Smoke Alarm Check / Installed For Resident	1
Solar Panel Inspection	14
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	
Fire Code Research (hours)	15
Meetings	
Public Education (hours)	.5
Public Hearings / Council Meetings	2
Training Classes (hours)	3.5
Annual Fire Inspections	6
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	3.5
Field Investigation / Inquiries	7
Fire / Arson / Illegal Burn Investigation (hours)	2
Special Events – July 4 <sup>th</sup> Fireworks Patrol	
State Fire Marshal Permits Issued	
State Fire Marshal Title 19 Inspections: RCF's	6
Weed Abatement Administrative Time (hours)	34.5
Weed Abatement, Parcels Inspected	300



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014

TO: City Council

VIA: T. Jarb Thaipejr, City Manager 

FROM: Pamela Byrnes-O'Camb, City Clerk

SUBJECT: Accept with regret the resignation of Miguel Rojas from the Planning Commission and Jan Manahl from the Trails Development Committee

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

## RECOMMENDATION

It is recommended that the City Council accept the resignations of Mr. Rojas and Mrs. Manahl with regret.

## BACKGROUND

Both Mr. Rojas and Mrs. Manahl have served since 2008 and both have declined consideration for another term due to personal reasons.



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014  
TO: City Council  
VIA: T. Jarb Thaipejr, City Manager   
FROM: Jeff Bender, Fire Chief   
SUBJECT: Annual Wildland Protection Agreement Renewal, FY 2014/2015

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

## **RECOMMENDATION**

It is recommended that the City Council confirm for FY 2014/2015 the annual renewal of the Wildland Fire Protection Agreement with the California Department of Forestry and Fire Protection.

## **BACKGROUND**

The City of Loma Linda has historically engaged in a Wildland Fire Protection Agreement with the California Department of Forestry and Fire Protection for the protection of 1582 acres of wildlands within the City. This contract allows for the provision of resources that do not exist within our Fire Department such as aircraft, bulldozers and hand crews to respond when requested to vegetation fires within the contract area.

## **ANALYSIS**

The cost for fiscal year 2014/2015 is \$40,759.12 including an administrative fee of 11.97%. In the past, the State has sent out the annual Wildland Protection Agreement contracts one year in arrears. The State has expedited their contracting services and they are now current.

## **FINANCIAL IMPACT**

Due to the fact that we have historically been invoiced one year in arrears, the funding for the Fiscal Year 13/14 agreement has been added to the 2014/15 Fiscal Year's budget. Since the State has expedited their contracting, the City may be invoiced for the FY 14/15 agreement as well. If that is the case, a supplemental appropriation will be requested.

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION****Rod Bywater, Acting San Bernardino Unit Chief**

3800 N. Sierra Way  
San Bernardino, CA 92405  
Phone: (909) 881-6900  
Fax: (909) 881-6969  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



June 4, 2014

Jeff Bender  
City of Loma Linda  
25541 Barton Road  
Loma Linda, CA 92354

Dear, Chief Bender

Contract # 3CA02503 between the California Department of Forestry and Fire Protection (Cal Fire) and City of Loma Linda provides for the protection of 1582 acres of wildlands within City of Loma Linda. Annual amendments are required to reflect any changes in Cal Fire's costs for providing this service. The cost for Fiscal Year 14/15 is now \$23.01 per acre. The total cost is \$40,759.12 including an administrative fee of 11.97%. Enclosed for your review is a copy of Budget Fiscal Sheet, the Wildland Fire Protection Reimbursement Agreement (LG-W). Please sign and date the 5 original LG-W forms and return them to me at your earliest convenience, along with 2 signed copies of the certification of resolution authorizing the agreement. Please ensure the signature on the resolution is the same person signing the agreement. We are requesting to have Fiscal Year 14/15 Wildland Contract documents returned quickly to process and have approved prior to July 1<sup>st</sup>, 2014.

If you have any questions or concerns, feel free to contact me at 909-881-6900.

Cordially,

Darren M. Feldman  
Assistant Chief / Administrative

STATE OF CALIFORNIA  
**COOPERATIVE FIRE PROGRAMS**  
**LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION**  
**REIMBURSEMENT AGREEMENT**  
 LG-W REV 01/2013

AGREEMENT NUMBER	3CA02503
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Loma Linda

2. The term of this Agreement is: July 1<sup>st</sup>, 2014 through June 30<sup>th</sup>, 2015

3. The maximum amount of this Agreement is: \$ 40,759.12  
 Forty Thousand Seven Hundred Fifty Nine and Twelve Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	3	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 610		pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1	pages
Exhibit E – Additional Provisions	5	pages

\*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.  
 General Terms and Conditions can be viewed at: <http://www.dgs.ca.gov/ols>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY		California Department of General Services Use Only  <span style="color: red; font-size: 2em; transform: rotate(-15deg); display: block;">COURTESY COPY</span>
LOCAL AGENCY'S NAME City of Loma Linda		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 25541 Barton Rd, Loma Linda, CA 92354		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Clare Frank, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

**EXHIBIT A**

**COOPERATIVE FIRE PROGRAMS**

**AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA**

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:	Rod Bywater	Local Agency:	City of Loma Linda
Name:	Rod Bywater	Name:	Jeff Bender
Phone:	(909)881-6900	Phone:	(909)799-4404
Fax:	(909)881-6969	Fax:	(909)799-2891

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Rod Bywater	Local Agency:	City of Loma Linda
Section/Unit:	San Bernardino	Section/Unit:	
Attention:	Darren Feldman	Attention:	Jeff Bender
Address:	3800 N. Sierra Way San Bernardino, CA 92405	Address:	25541 Barton Rd. Loma Linda, CA 92354
Phone:	(909)881-6900	Phone:	(909)799-4404
Fax:	(909)881-6969	Fax:	(909)799-2891

Send an additional copy of all correspondence to:

**CAL FIRE  
Cooperative Fire Services  
P.O. Box 944246  
Sacramento, CA 94244-2460**

**COURTESY COPY**

**2. AUTHORIZATION**

This Agreement is entered into this 1st day of July, 2014, by and between the State of California, hereinafter called STATE and City of Loma Linda, County of San Bernardino, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

**3. SCOPE OF WORK**

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 1582 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

Contractor Name: City of Loma Linda

Contract No: **3CA02503**

- 3 -

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

**COURTESY COPY**

**4. SERVICES BY STATE**

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

**5. ADMINISTRATION**

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

**6. MUTUAL AID**

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

**7. ENTIRE AGREEMENT**

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

COURTESY COPY

**EXHIBIT B**

**BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION**

**1. Invoicing and Payment:**

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of 23.01 per acre, plus an 11.97% administrative charge for a total of \$40,759.12 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

**2. Budget Contingency Clause**

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

COURTESY COPY

- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

COURTESY COPY

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

1. **Cancellation**

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. **Audit**

If the Agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. **Operating Plan**

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. **Extension of Agreement**

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. **Modification**

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. **Indemnification**

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

COURTESY COPY

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

- Budget Plan
- Topographic Map
- Operating Plan
- Annual Report

COURTESY COPY

**LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT**

Program Cost Account (PCA #) 39001

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)  
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE  
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)  
AND THE CITY/TOWN OF Loma Linda A LOCAL AGENCY  
FOR THE 2014/2015 FISCAL YEAR

**AGREEMENT COST CALCULATIONS:**

Number of Acres 1582

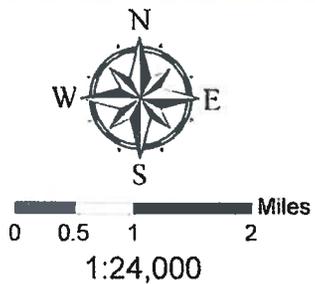
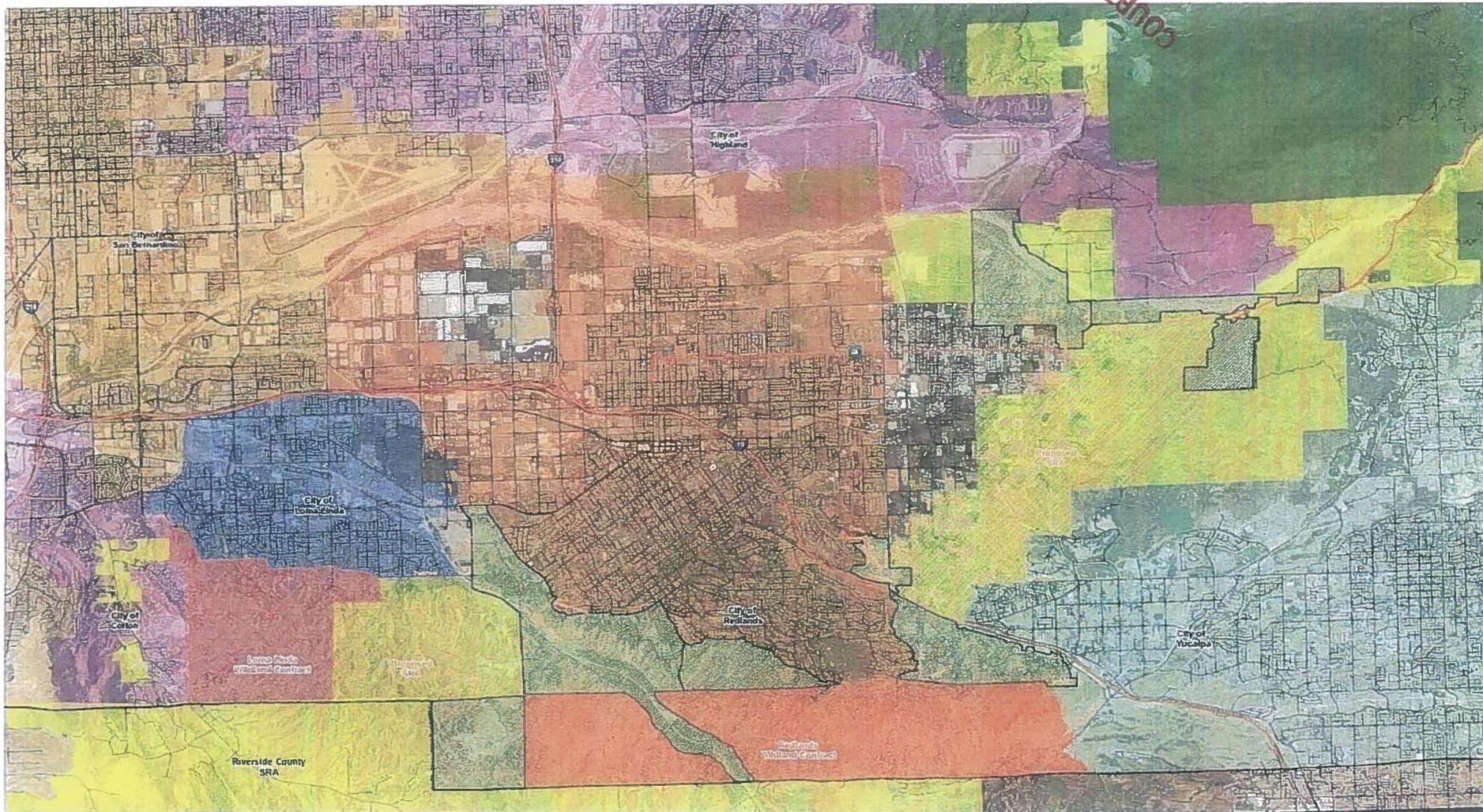
General Fund Reimbursement	\$ 8.17	\$ 12,924.94
Unit Budget	\$ 14.84	\$ 23,476.88
Sub-Total		\$ 36,401.82
Admin Rate	11.97%	\$ 4,357.30
<b>Total Protection Cost</b>		<b>\$ 40,759.12</b>

Comments Section:

COURTESY COPY

# Loma Linda & Redlands Wildland Contract & Mutual Threat Zone

COURTESY COPY



Legend		
	County Boundry	
	Redlands_MTZ	
	Highways	
	Roads	
	Crilton_Proposed_SRA	FRA
	Loma_Linda_Proposed_SRA	LRA
	Redlands_Contract_	SRA
	Loma_Linda_Contract_	
	3,169 acres	
	1,556 acres	
	2,900 acres	
	1,582 acres	



## LOMA LINDA WILDLAND CONTRACT AREA OPERATIONAL PLAN

Between

**CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION (CAL FIRE),  
San Bernardino Unit,**

And

**LOMA LINDA FIRE DEPARTMENT**

### **Purpose**

The purpose of this operating plan is to increase and/or enhance the fire ground operations within the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Loma Linda Wildland Contract area including mutual threat zones. This plan would allow responding agencies to pre-designate the Unified Ordering point, VHF Radio Frequencies, establishment of a Unified Command structure for wildland fires in the contract area.

Area involved:

1. See attached map, Loma Linda Wildland Contract area inclusive of mutual threat zones.

### **Proposal**

The proposal of this plan is to:

1. Wildland fires within the contract area or mutual threat zone:
  - a. Regardless of which agency Company Officer is on scene of the incident first, the first arriving Company Officer shall;
    - i. Assume command,
    - ii. Establish jurisdiction,
    - iii. Determine threats with potential,
    - iv. Provide a report on conditions,
    - v. Formulate and effect a plan of action,
    - vi. Prioritize control objectives,
      1. Life, Property and Natural Resources,
    - vii. Request additional resources as appropriate,
    - viii. Establish the Unified Ordering Point.
2. The Unified Ordering Point shall be the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC).
3. Regardless of which agency Chief Officer is on scene of the incident first;
  - a. The first arriving Chief Officer will transition command from the initial attack incident commander.
  - b. Announce and assume command.
  - c. Establish an Incident Command Post.

COURTESY COPY

4. Wildland fires will be managed via Unified Command structure affording all agencies with jurisdictional responsibility to establish a common set of objectives and strategies.
5. Common communications shall be established utilizing the Firescope Statewide channel plan with the following VHF frequencies.
  - a. Command
    - i. Common command frequency assigned by the BDCC
  - b. Tactical
    - i. Common tactical frequencies assigned by the BDCC
  - c. Air to Ground
    - i. Common air to ground frequencies assigned by the BDCC
  - d. Note: California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC) will make every effort to assign VHF frequencies utilizing the pre-designated frequency chart below.

VHF FREQUENCIES			
BDU L1	151.4450	159.3900	BDU LOCAL 1
CDF C1	151.3550	159.3000	CDF COMMAND 1
CDF C2	151.2650	159.3300	CDF COMMAND 2
CDF C3	151.3400	159.3450	CDF COMMAND 3
CDF T5	151.2500	151.2500	CDF TAC 5
CDF T8	151.3700	151.3700	CDF TAC 8
CDF A/G	151.2200	151.2200	CDF AIR TO GND NET
WHITE 2	154.2650	154.2650	WHITE 2
WHITE 3	154.2950	154.2950	WHITE 3

COURTESY COPY

6. Wildland fires in jurisdictions outside of the Loma Linda Wildland Contract area that are deemed an imminent threat:
  - a. Immediate notification will be made to BDCC. BDCC will in turn notify Loma Linda Fire Department via San Bernardino County Communications Center (XBOC).
7. For wildland fires originating in the Loma Linda Wildland Contract area or mutual threat zone, Cal Fire will dispatch resources based on the Low, Medium or High dispatch levels, as well as by the closest resource concept. Additional resources may be responded based upon initial reports.

RESPONSE LEVELS			
STATE RESOURCES	HIGH	MEDIUM	LOW
Engines	5	4	2
Dozers	1	1	-
Crews	2	2	-
Helicopter	1	1	-
Air Tanker	2	-	-
Air Attack	1	-	-
Battalion Chief	1	1	1



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014

TO: City Council

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

SUBJECT: Amended and Restated City-County Cooperation Agreement for the Housing and Urban Development Community Development and Planning Grants for Fiscal Years 2015-16 through 2017-18.

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

## **RECOMMENDATION**

It is recommended that the City Council approve the Amended and Restated City-County Cooperation Agreement for the Housing and Urban Development (HUD) Community Development and Planning Grants for Fiscal Years 2015-16, 2016-17, and 2017-18 and authorize the Mayor and City Attorney to sign the agreements.

## **BACKGROUND**

The City Council at their April 8, 2014, regular meeting approved the City-County Cooperation Agreement for the Housing and Urban Development Community Development and Planning Grants for Fiscal Years 2015-16 to 2017-18.

Since then, the County of San Bernardino was notified by HUD of newly enacted statutory regulations that must be included in all Cooperation Agreements and approved immediately. The change to the previously approved Cooperation Agreement is the addition of two new paragraphs to the bottom of **SECTION 5, COMPLIANCE WITH LEGISLATION AND REGULATIONS** to read as follows:

“The CITY and COUNTY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.”

“A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receive CDBG funds in exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under ACT, as amended.”

Attachment

*I:\Public Works Admin\Staff Reports\CDBG\CDBG 2015-18 Amended Delegate & Cooperation Agreement.06-24-14.doc*



County of San Bernardino  
**F A S**  
**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept.	<b>A</b>	Contract Number			
<input checked="" type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
County Department			Dept.	Orgn.	Contractor's License No.				
Community Development and Housing			ECD	ECD					
County Department Contract Representative				Telephone		Total Contract Amount			
Dena Fuentes, Director				(909)387-4411					
Contract Type									
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input checked="" type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount				
		July 1, 2015	June 30, 2018	N/A	N/A				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
SBA	ECD	ECD	200	2005		\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Project Name				Estimated Payment Total by Fiscal Year					
FY 2015-18				FY	Amount	I/D	FY	Amount	I/D
City-County Cooperation									
Agreement									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name  
 City of Loma Linda  
 Address  
 25541 Barton Road  
 Loma Linda, CA 92354-3125  
 Telephone (909) 799 - 2810  
 Federal ID No. or Social Security No.

hereinafter called \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

The attached Amended and Restated Cooperation Agreement is required by the U.S. Department of Housing and Urban Development (HUD) in order to include the City of Loma Linda as a participant in the County's Community Development Block Grant (CDBG), HOME Investment Partnership, Emergency Solutions Grant (ESG) and other HUD grant(s) programs. It allows the City's population statistics to be included by HUD to calculate the County's grant(s) amount for each year starting in fiscal year 2015-2016 to 2017-18 and will automatically renew every three years thereafter unless revoked by either party, for so long as the County is designated as an Urban County.

The attached Contract consists of eight pages and two exhibits.

**AMENDED AND RESTATED COOPERATION AGREEMENT FOR  
HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT AND PLANNING GRANTS  
FOR FISCAL YEARS 2015-16, 2016-17, 2017-18 AND SUBSEQUENT AUTOMATIC RENEWALS, UNLESS  
TERMINATED**

This Amended and Restated Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of San Bernardino, of the State of California, hereinafter referred to as "COUNTY", and the City of Loma Linda, a City within COUNTY, hereinafter referred to as "CITY".

WHEREAS, U.S. Department of Housing and Urban Development, hereinafter called HUD, provides Community Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) #14.218, HOME Investment Partnership, CFDA #14.239, and Emergency Solutions Grants, CFDA #14.231, funds and other grants directly to qualified Metropolitan Cities, and Urban Counties via their Community Planning and Development (CPD) Division; and

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter referred to as ACT, provides that Community Development Block Grant, hereinafter referred to as "CDBG", funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, Title II of this Act created the HOME Investment Partnership Program, hereinafter called "HOME", that provides funds to states and local governments for the purpose of increasing the number of affordable housing opportunities for low- and moderate income families; and

WHEREAS, the Congress of the United States provides funding for the Emergency Solutions Grant Program, hereinafter called "ESG", for the purpose of assisting individuals and families in quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness; and

WHEREAS, this Amended and Restated Cooperation Agreement covers CDBG, HOME, ESG and other HUD entitlement grants; and

WHEREAS, COUNTY is a qualified Urban County and hereinafter COUNTY PROGRAM will refer to the COUNTY's CDBG, HOME, ESG and other HUD grants program as well as to the legislation and regulations that created and funded these programs; and

WHEREAS, HUD requires Metropolitan Cities and Urban Counties to re-qualify every three (3) years in order to receive an allocation of various grant funds from HUD; and

WHEREAS, CITY and COUNTY both desire for CITY to continue to be a part of COUNTY PROGRAM so both entities can benefit from increased efficiencies through economies of scale created by having the City's funding allocation of these grants be added and be a part of the COUNTY PROGRAM for 2015-16, 2016-17, 2017-18 and every three (3) years thereafter; and

WHEREAS CITY and COUNTY agree that COUNTY shall be solely responsible for administering, managing and directing COUNTY PROGRAM including but not limited to the preparation of the Consolidated Plan that is required to be submitted to HUD in order for COUNTY to have access to COUNTY PROGRAM funds and as such COUNTY has final authority for selecting activities that will be funded with COUNTY PROGRAM funds and;

WHEREAS, the execution of this Amended and Restated Cooperation Agreement, hereinafter referred to as AGREEMENT, is necessary in order to meet the desires of both CITY and COUNTY of having CITY be a part of COUNTY PROGRAM.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. GENERAL

This AGREEMENT gives COUNTY authority to undertake or assist in undertaking activities starting on July 1, 2015 for Fiscal Years 2015-2016, 2016-17, 2017-18, which will be funded from COUNTY PROGRAM funds, which will include CITY's funding allocations, and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking community renewal and affordable housing activities. This AGREEMENT shall automatically renew for a new three (3) year-period every time COUNTY re-qualifies as an Urban County, (which is every three (3) years), until such time as the City Council for the City of Loma Linda or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of the preceding three-year term. This AGREEMENT covers all COUNTY PROGRAM funds and other associated grants administered by HUD through its CPD Division or its successor.

By executing this AGREEMENT, CITY understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the term of this AGREEMENT, and CITY may not participate in a HOME consortium other than COUNTY HOME program regardless of whether COUNTY receives a HOME formula allocation.

The purpose of the Delegate Agency Agreement, which accompanies this AGREEMENT (Exhibit 1), and subsequent ATTACHMENTS, is to enable CITY to implement projects and or programs funded with CDBG funds as described in SECTION 14.

2. TERM

The term of this AGREEMENT shall be for fiscal years 2015-16, 2016-17, 2017-18 and shall commence as of July 1, 2015. This AGREEMENT will subsequently automatically renew when COUNTY re-qualifies as an Urban County for the next three (3) year period and therefore a new three (3) year term of this AGREEMENT will begin at that time. The first of these automatic three (3) year term renewals will occur at the beginning of fiscal year 2018-2019 (July 1, 2018) and every three (3) years thereafter unless an earlier date of termination is fixed by HUD pursuant to COUNTY PROGRAM or until such time as the City Council for the City of Loma Linda or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of a 3-year term. This AGREEMENT shall remain in effect until all COUNTY PROGRAM grant funds covered under the terms of this AGREEMENT, and any program income generated from the expenditure of such funds, are expended, and the funded activities are completed. This AGREEMENT may not be terminated or withdrawn by the parties for any circumstance or reason during the term of this AGREEMENT.

In order for the automatic renewal provisions of this AGREEMENT to be approved, HUD mandates that this AGREEMENT includes a stipulation that requires CITY and COUNTY to adopt any amendment(s) necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice and that such failure to comply will void the automatic renewal for such qualification period.

In addition, as part of the Urban County re-qualification process the COUNTY goes through every three (3) years, COUNTY will notify CITY, via a letter, that CITY has the ability to terminate this AGREEMENT and not

be included as part of the submission by COUNTY to HUD for re-qualifying as an Urban County for the subsequent three (3) year qualification period. CITY agrees to send a timely response letter to COUNTY stating its intentions to either continue to be a part the COUNTY PROGRAM or to elect to terminate this AGREEMENT and not be a part of the COUNTY's upcoming submission to HUD to re-qualify as an Urban County for the subsequent three (3) year period.

The COUNTY will submit to HUD the letter notifying CITY of its ability to terminate this AGREEMENT as well as the CITY's response letter. COUNTY will also submit to HUD a written legal opinion provided by COUNTY Counsel stating that the terms and provisions continue to be authorized under state and local law and that the AGREEMENT continues to provide full legal authority for COUNTY.

This automatic renewal procedure will remain the same even if the CITY is recognized by HUD as a Metropolitan City and therefore could receive CDBG funds directly from HUD.

The CITY will provide either CITY Council minutes approving the CITY being a part of the COUNTY Urban County program and to the automatic renewal procedure.

### 3. PREPARATION OF APPLICATION

COUNTY, by and through its Economic Development Agency (EDA), subject to approval of the COUNTY Board of Supervisors, shall be responsible for preparing and submitting to HUD all necessary applications for the COUNTY PROGRAM entitlement grants. This duty shall include the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification Report, Citizen Participation Plans, the County Consolidated Plan, and other related items associated with COUNTY PROGRAM grants which satisfy its associated application requirements and regulations. All documents will include information provided by CITY.

### 4. COMPLIANCE WITH FINAL PROGRAMS AND PLANS

COUNTY and CITY shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of COUNTY PROGRAM and their regulations and approved by HUD.

### 5. COMPLIANCE WITH LEGISLATION AND REGULATIONS

COUNTY and CITY shall comply with all applicable requirements of COUNTY PROGRAM and associated regulations, in utilizing grant funds under legislation that created and govern these grants, and shall take all actions necessary to assure compliance with COUNTY certifications required by Section 104(b) of Title I of ACT, as amended regarding the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of Title I of ACT which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Fair Housing Act, and affirmatively furthering fair housing and other applicable federal laws. CITY agrees that CDBG and HOME funding for activities in or in support of CITY are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or impedes COUNTY actions to comply with its fair housing certification. CITY may be required to demonstrate how it complies with the fair housing requirement. To ensure compliance with applicable regulations, CITY agrees to adhere to the Delegate Agency Agreement which is Exhibit 1 of this AGREEMENT and the accompanying Attachments.

In order for COUNTY to avoid the risk of losing CDBG funds as a result of CITY not spending CITY CDBG funds in a timely manner as required by the ACT, COUNTY and CITY both agree that COUNTY has the authority to transfer CITY CDBG funds to any CDBG-eligible project/program at COUNTY's sole discretion if CITY is not spending its CDBG funds in a timely manner. Prior to transferring CITY CDBG funds, COUNTY will notify CITY in writing that CITY is at risk of not meeting this timeliness requirement and

therefore COUNTY will transfer CITY CDBG funds if timeliness is not met. As referred to in SECTION 10 DISPOSITION OF FUNDS, CITY and COUNTY both agree that CITY CDBG funds will be spent, to the greatest extent feasible in a manner CITY desires but COUNTY shall have the final and sole decision as to how CITY CDBG funds are spent.

Furthermore, CITY hereby covenants by and for itself, its successors and assigns, and all persons claiming under or through it that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any project funded by HOME or CDBG funds, nor shall CITY itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in any project funded as a result of this AGREEMENT.

The CITY shall refrain from restricting the rental, sale or lease of any project funded as a result of this Agreement on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person.

The CITY and COUNTY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receive CDBG funds in exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under ACT, as amended.

## 6. CONFLICT OF INTEREST

CITY shall comply with all applicable federal and state laws, regulations and policies governing conflict of interest, including State conflict of interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., Federal conflict of interest regulations found in 24 CFR 570.611, 85.36, and 84.42, and any other applicable policies, rules and regulations related to conflict of interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of the CITY, who exercises any functions or responsibilities with respect to COUNTY PROGRAM funded activities identified in this AGREEMENT and who is in a position to participate in a decision-making process or gain inside information with regard to activities identified in this AGREEMENT, may not obtain a financial interest or benefit from the COUNTY PROGRAM assisted activities identified in this AGREEMENT or any related agreement, subcontract, or contract, either for themselves, an immediate family member or business partner, during his/her tenure. CITY shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

## 7. POLICIES

CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

## 8. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this AGREEMENT, resulting from the negligent acts, errors or omissions of the CITY, its

authorized officers, employees, agents or volunteers, including, but not limited to, such liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this AGREEMENT were improperly expended.

COUNTY agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, and employees, from any and all claims, actual losses, damages and or liability that may result from the negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers.

9. SELF-INSURANCE

The CITY and the COUNTY are authorized self-insured public entities for purposes of general liability, automobile liability, professional liability and workers' compensation. CITY and COUNTY warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against any liabilities arising out of their performance regarding the terms and conditions of this AGREEMENT

10. DISPOSITION OF FUNDS

Unless prohibited by Federal Regulations, COUNTY and CITY agree that, to the greatest extent feasible, CDBG funds will be allocated by COUNTY to CITY out of the funds received pursuant to ACT, according to its proportional demographics, for activities and/or projects prioritized by CITY to alleviate its identified community development needs eligible under ACT. COUNTY, through its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under ACT and other related grants and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as described in SECTION 5, COMPLIANCE WITH LEGISLATION AND REGULATIONS.

HOME funds will be allocated by COUNTY to Developer(s) based on a competitive Notice of Funding Available process to address affordable housing needs by funding activities that are eligible under HOME regulations and COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under the HOME program as well as the other COUNTY PROGRAM funds and for selecting the projects for which such funds shall be used.

COUNTY shall be compensated for administering COUNTY PROGRAM and other related grants by utilizing allowable planning and administrative fee(s) and a project implementation fee.

11. DISPOSITION OF PROGRAM INCOME

CITY shall inform COUNTY regarding any income generated by the expenditure of COUNTY PROGRAM funds received by CITY. All said income, even if it is received after this AGREEMENT has expired, shall promptly be paid to COUNTY. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income; CITY is required to keep appropriate records and provide reports to COUNTY regarding program income. In the event of COUNTY PROGRAM funds close-out or change in status of CITY under COUNTY PROGRAM funds, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.

12. DISPOSITION OF REAL PROPERTY

This section sets forth the standards which shall apply to real property acquired or improved in whole or in part using CDBG and HOME funds that are allocated to (within the control of) CITY. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall reimburse COUNTY with non-CDBG and non-HOME funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use, which does not qualify under CDBG and HOME regulations.

13. EFFECTIVE DATES

This AGREEMENT shall be effective initially for all purposes for the period beginning July 1, 2015 and ending June 30, 2018. Thereafter, commencing July 1, 2018, this AGREEMENT will automatically renew for three-year periods every three (3) years, when the COUNTY re-qualifies as an Urban County, until such time as the CITY or COUNTY elects to terminate the AGREEMENT at the conclusion of the preceding term. This AGREEMENT will be executed by COUNTY and CITY, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

14. OTHER AGREEMENTS

Pursuant to federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in federal regulations at 24 CFR 570.503 and other related regulations. COUNTY and CITY as part of this AGREEMENT are also entering into a Delegate Agency Agreement (which is Exhibit 1 of this AGREEMENT) and accompanying ATTACHMENTS, for the purpose of having CITY implement CDBG-funded projects and or programs. COUNTY and CITY both agree it would be more effective and efficient if CITY implements projects and or programs funded with CITY CDBG funds. The purpose and intent of the Delegate Agency Agreement is to create a mechanism whereby COUNTY delegates its authority, under its Urban County agreement with HUD to CITY, thereby enabling CITY to implement projects and programs funded with CITY CDBG funds while the COUNTY ensures all associated rules and regulations are followed. Prior to disbursing any CDBG funds to CITY, COUNTY, shall execute and adhere to the Delegate Agency Agreement and related documents with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

The Delegate Agency Agreement provides a detailed account of the policies and procedures on how a project is officially assigned by COUNTY to the CITY for implementation and the steps that need to be completed by both CITY and COUNTY (above and beyond the approval of this AGREEMENT) prior to any obligation or expenditure of funds whereby the CITY will seek reimbursement from COUNTY. Any obligation and or expenditure made by CITY without the expressed written approval by COUNTY may result in CITY not being able to utilize CDBG funds.

15. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This AGREEMENT may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are

not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

#### Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

COUNTY OF SAN BERNARDINO

CITY OF LOMA LINDA

► \_\_\_\_\_  
Gregory C. Devereaux, Chief Executive Officer

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name: Rhodes Rigsby  
*(Print or type name of person signing contract)*

Title: Mayor  
*(Print or Type)*

Dated: \_\_\_\_\_

Address: 25541 Barton Road  
Loma Linda, CA 92354-3125

Approved as to Legal Form  
► \_\_\_\_\_  
Michelle Blakemore, Chief Asst. County Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
► \_\_\_\_\_  
Art Milian, Contract Compliance  
Date \_\_\_\_\_

Presented to BOS for Signature  
► \_\_\_\_\_  
Dena Fuentes, Department Head  
Date \_\_\_\_\_



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Request for Approval of Agreement for Contract Planning Services between the City and Lilburn Corporation for Contract Planning Services and to prepare a 35-lot Tentative Tract Map, General Plan Amendment, Pre-Zone, Annexation, and Environmental Studies, for property located at 10997 California Street.

Approved/Continued/Denied By City Council Date _____
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### RECOMMENDATION

It is recommended that the City Council takes the following actions:

1. Approve the Agreement for Contract Planning Services with Lilburn Corporation to prepare a 35-lot Tentative Tract Map Application, General Plan Amendment, Pre-Zone, Annexation, and Environmental Studies, including associated technical studies; and,
2. Approve the use of funds to be deposited in the amount of \$37,000 as a pass through fee paid for by the applicant to cover the costs of contract planning services for the above mentioned applications and the environmental studies, including technical studies.

### BACKGROUND

On May 1, 2014, planning staff sent out a Request for Proposal to provide contract planning services and to prepare the related environmental documents for a proposed 35-lot subdivision that requires a General Plan Amendment, Pre-Zone, Tentative Tract Map and Annexation. Staff received proposals from three consultants: RBF Consulting, Lilburn Corporation, and MIG|Hogle-Ireland, and evaluated each on their scope of work, time of completion, and cost estimates. The list below provides a comparison between the three consultants.

	RBF	MIG H.I.	Lilburn
Project Initiation, Review, Kick off meeting, and Project Description	\$3,660.00	\$6,000.00 *	\$2,705.00
Prepare Technical Studies, Initial Study, MND	\$69,750.00	\$33,480.00 **	\$23,560.00
Project Processing	\$13,220.00		\$1,740.00
Project Management and Meetings	\$9,460.00		\$3,075.00 *

SB18 Consultation	\$1,460.00		
LAFCO/Annexation Support	\$10,310.00	\$8,100.00	\$5,920.00
Reimbursables/Expenses	\$5,200.00	\$400.00	
<b>Total</b>	<b>\$113,060.00</b>	<b>\$47,980.00</b>	<b>\$37,000.00</b>
*Includes Project Processing and meetings			
**Includes SB 18 Consultation			
<b>Project Schedule</b>	<b>31 Weeks</b>	<b>50 Weeks</b>	<b>26 Weeks</b>

The scope of work is relatively the same for all three consultants, however, the as shown above, the certain portions of the project are included in the Project Management, in the Technical Studies portions, or in the Project Initiation/Kickoff portion of their proposals.

Based on the Scope of Work, Cost, and Project Schedule, staff recommends that Lilburn be selected to provide professional contract planning services to process the applications and perform the environmental analysis and associated technical studies for the proposed project.

**FINANCIAL IMPACT**

The proposed Agreement for Professional Services with Lilburn Corporation to prepare the environmental analysis for the 35-Lot (four lettered lots) Tentative Tract Map, General Plan Amendment, Pre-Zoning, and Annexation, will not result in any financial impacts to the City. The associated costs will be borne by the project applicant, as indicated by the request to use funds deposited by the applicant as a pass through fee.

**ATTACHMENT**

1. Agreement for Professional Services (Includes Scope of Services and Cost Estimate)

## CITY OF LOMA LINDA

### AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of June, 2014, between the City of Loma Linda, a municipal corporation ("City") and LILBURN CORPORATION (Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. TERM

This Agreement shall commence on June, 2014 and shall remain and continue in effect for a period of approximately eight (8) months, or until tasks described herein are completed, but in no event later than April 1, 2014 unless sooner terminated pursuant to the provisions of this Agreement, or as mutually extended in writing by the City.

#### 2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall provide staff support services for Contract Planning Services, Tentative Tract Map, General Plan Amendment, Pre-Zone, Annexation, and preparation of the environmental initial study and associated technical studies, according to the schedule of performance which is also set forth in **Exhibit A**.

#### 3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

#### 4. CITY MANAGEMENT

City's City Manager, or his designee shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

#### 5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Thirty-seven thousand dollars (\$37,000.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to

exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed **Forty Thousand, Seven Hundred Dollars (\$40,700.00)**. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly accounting for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Alternatively, invoices may be sent in accordance with Consultant's project billing schedule, but no less often than once every four weeks during which services are performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within fifteen (15) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety percent (90%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

#### 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

#### 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorney's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each

and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

#### 10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

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

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

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

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

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

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

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

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

#### 11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

#### 12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

#### 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Loma Linda in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Loma

Linda will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail,

postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

To Consultant Lilburn Corporation  
1905 Business Center Drive  
San Bernardino, CA  
92408

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Cheryl A. Tubbs and/or her designee(s) as employees or subconsultants to Lilburn Corporation (Consultant) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under her direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Loma Linda business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Loma Linda.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.



## EXHIBIT A

### PROPOSAL FOR CONSULTANT SERVICES CITRUS LANE DEVELOPMENT, LOMA LINDA

#### *Approach and Scope of Work*

Our methodology for preparation of the technical studies, CEQA Initial Study, staff report, and LAFCO annexation processing as requested in the City's RFP is described herein. Our scope of work will lead to the City's adoption of a CEQA document that will provide for future development of the project site as designed. The City currently expects that the proposed project would comply with CEQA with preparation of technical studies and an Initial Study/Mitigated Negative Declaration.

Our overall approach is summarized below. Following this summary, the tasks required are described in detail.

- ❑ Meet with City and Applicant to Review Proposed Project
- ❑ Prepare a Comprehensive Project Description for use in the Initial Study
- ❑ Manage and Review Subconsultants' Preparation of Technical Studies; assumed to be:
  - Cultural Resources Investigation (including SB 18 Notification for GPA)
  - Noise Analysis
  - Traffic Impact Analysis
- ❑ Prepare Air Quality/Greenhouse Gas Assessment Section of Initial Study (in-house)
- ❑ Develop a Draft Initial Study and Notice of Intent (NOI)
- ❑ Assist City in Preparing Plan of Services and LAFCO Application Package
- ❑ Coordinate Completion (by others) of Fiscal Impact Analysis for LAFCO
- ❑ Meet with City and Applicant to Discuss Changes to Initial Study
- ❑ File the NOI and Submit Initial Study to Responsible and Interested Parties for 20-day Public Review Period
- ❑ Mail a Notice of Availability to surrounding Property Owners
- ❑ Review and Discuss Comments Received on Document; Determine Need for Responses
- ❑ Prepare Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for City adoption
- ❑ Prepare Final Negative or Mitigated Negative Declaration
- ❑ Prepare Staff Report
- ❑ Attend Planning LAFCO Commission and City Council Hearings

**PROPOSAL FOR CONSULTANT SERVICES  
CITRUS LANE DEVELOPMENT, LOMA LINDA**

***Project Schedule***

The schedule we propose is based on an assumed contract approval date of June 10, 2014. This provides for adoption of a Mitigated Negative Declaration in November 2014. This assumes that changes to the project proposal are not made after we begin work. The schedule for the completion is however flexible and can be shortened or lengthened depending on a number of factors including the amount of time the various departments will need to review the technical studies and provide input, the duration of the public review period for the Notice of Intent, and the number of comments received on the Draft Initial Study.

Milestones for each of the major tasks identified in our Scope of Work are shown on the following schedule (Table 3). We are committed to meeting these milestone dates assuming no constraints to the schedule occur that are outside of our control. Key personnel listed in this proposal will be assigned to the project. All personnel have the capabilities to perform the work and their present workload has been accounted for in the schedule provided herein.

**Table 3  
Project Schedule for Initial Study  
Citrus Lane Development, Loma Linda**

<b>Tasks</b>	<b>Duration</b>	<b>Finish</b>
Site Visit, Kickoff Meeting	1 day	June 11, 2014
Prepare Project Description	1 week	June 18, 2014
Focused Technical Studies	6 weeks	July 30, 2014
Review/Revise Focused Studies (City & LC)	1 week	August 7, 2014
Prepare Initial Study <sup>1</sup>	4 weeks	September 4, 2014
City Review of Initial Study	1 week	September 11, 2014
Revise per City Comments and Print copies of the IS for City Noticing and Circulation	1 week	September 18, 2014
Public Review Period	30 days	September 22 – October 22, 2014
Prepare MMRP, Notices, and Staff Report	2 weeks	November 5, 2014
Assist with LAFCO Annexation Processing	3 weeks ( <i>during Public Review</i> )	October 22, 2014
1 <sup>st</sup> PC Public Hearing	1 day	November 12, 2014
Complete LAFCO Annexation Processing/Commission Hearing	2 weeks	December 3, 2014

### ***Project Cost***

The estimated costs to complete the tasks described above are shown in the following Table 4. The total fee is estimated from the number of hours estimated for each employee classification and subconsultant costs per task. The total estimated cost for completion of the project is **Thirty-seven Thousand Dollars (\$37,000.00)**. This cost estimate provides for meeting attendance and document reproduction, as noted in the Scope of Work. Hourly fees by labor classification include salary plus 167% overhead which covers benefits, payroll taxes, indirect labor/expenses, other direct costs, plus an average 10% profit margin.



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014

TO: City Council

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

SUBJECT: Council Bill #O-2014-08 (Second Reading/Roll Call Vote) – Amending Chapter 17 of the Municipal Code pertaining to development standards relating to drainage restrictions for the Mission Zanja

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

## RECOMMENDATION

It is recommended that the City Council:

Waive reading of Council Bill #O-2014-08 in its entirety;  
Direct the City Clerk to read by title only and call the roll

## BACKGROUND

The Mission Zanja is a flood control channel at the intersection of California Street and Redlands Boulevard that runs in a westward direction that eventually connects to the Santa Ana River.

The channel was built several years ago. During the storm of December 2010, it met its capacity, causing flooding in the City of San Bernardino. Therefore the County asked Loma Linda to redirect water runoff of future projects that would connect to the Mission Zanja so that only 90 percent of the current flows would enter the Channel by way of any new connection point until such time as the Channel is improved to ultimate design.

On June 10, the City Council conducted a public hearing; introduced the proposed ordinance on First Reading and set the Second Reading and Roll Call Vote for June 24.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA AMENDING CHAPTER 17.16 OF THE LOMA LINDA MUNICIPAL CODE RELATING TO CONTRIBUTORY DRAINAGE INTO THE MISSION ZANJA CREEK CHANNEL RESTRICTIONS

THE CITY COUNCIL OF THE CITY OF LOMA LINDA DOES HEREBY ORDAIN

AS FOLLOWS:

**Section 1.** Section 17.16.030 is hereby added to the Loma Linda Municipal Code to read as follows:

**“17.16.030 Contributory drainage into the Mission Zanja Creek Channel Restrictions.**

Pursuant to requirements of the San Bernardino County Flood Control District, no person, agency nor organization may cause storm water drainage to flow into the existing Mission Zanja Creek Channel in excess of 90% of the existing flow as demonstrated and verified in accordance with the San Bernardino County Flood Control District Hydrology Manual, latest edition.

This restriction shall remain in place until such time as the Mission Zanja Creek Channel has been improved and accepted to ultimate Q100 condition verified by the Federal Emergency Management Agency or as San Bernardino County Flood Control District may allow by variance.

**Section 2. Penalties.** If any person shall violate any of the provisions of this Ordinance, or fail to comply with any of the mandatory requirements of this Ordinance, he shall be guilty of an infraction. Any person convicted of an infraction under the provisions of a City Ordinance shall be punishable by (1) a fine of not more than one hundred dollars (\$100.00) for a first violation; (2) a fine not exceeding two hundred dollars (\$200.00) for a second violation of the same Ordinance within one year and (3) a fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same Ordinance within one year. Each such person shall be deemed guilty of a separate offense for every day during such portion of which any violation of this Ordinance is committed, continued or permitted by such person, and shall be punishable therefore as provided by this Ordinance.

**Section 3. Validity.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such holding or holdings shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

**Section 4. Posting.** Prior to the expiration of fifteen (15) days from its passage, the City Clerk shall cause this Ordinance to be posted pursuant to law in three (3) public places designated for such purpose by the City Council.

Ordinance No.

Page 2

This Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the 10<sup>th</sup> day of June 2014 and was adopted on the \_\_\_\_\_ day of \_\_\_\_\_ by the following vote to wit:

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Abstain: \_\_\_\_\_  
Absent: \_\_\_\_\_

\_\_\_\_\_  
Rhodes Rigsby, Mayor

Attest:

\_\_\_\_\_  
Pamela Byrnes-O'Camb, City Clerk



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014

TO: City Council

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

FROM: Pamela Byrnes-O'Camb, City Clerk *pbo*

SUBJECT: Committee Appointments

- a. Budget Committee
- b. Historical Commission
- c. Parks Recreation Beautification Committee
- d. Personnel Board
- e. Planning Commission
- f. Traffic Advisory Committee
- g. Trails Development Committee

Approved/Continued/Denied By City Council Date _____
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## RECOMMENDATION

Please see reports for individual committees/commissions/boards.

## BACKGROUND

Pursuant to Government Code Sections 54970-54976, a list of those terms expiring June 30, 2014 was posted in the three (3) designated posting places prior to December 31, 2013.

A summary of each of the committees, commissions, boards having member terms expiring June 30, 2014 is attached.

Attachments: Summary of Committee Membership/Recommendations  
Notice of Terms Expiring

**Budget Committee**

Number of Members: Seven

Term: Four Years

FPPC Filing: Not Required

Chairman: Jay Gallant

Meeting Schedule: As needed Basis. Frequent during the months of May and June

Terms Expiring 2014: Kevin Fischer.

Other Committee Members: Jay Gallant (Appointed May 1996)  
Gordon E. Hewes (Appointed June 2007)  
Kurt Swigart (Appointed January 2003)  
Gary Nelson (Appointed June 2011)  
Verne Miller (Appointed September 2011)  
Mary Lynn Cook (Appointed March 1997)

Vacancies: None

Applications on File: None

Comments: Mr. Fischer has expressed a willingness to continue to serve.

Recommendation: Appoint one (1) member to the Budget Committee for a four-year term to expire 6/30/2018.

## **Historical Commission**

**Number of Members:** Nine

**Term:** Four Years

**FPPC Filing:** Required

**Chairman:** James Shipp (Appointed May 2000)

**Meeting Schedule:** First Monday of each month

**Terms Expiring 2014:** William B. Coffman (Appointed August 1991)  
Betty Stark (Appointed August 2006)

**Other Members:** Dick Schaefer (LLU Archivist Appointed November 2007)  
Lori Curtis (Appointed 5/23/2000)  
Georgia Hodgkin (Appointed May 2000)  
Fred Ramos (Appointed May 2000)  
James Shipp (Appointed May 2000)  
Dick Wiley (Appointed June 2007)  
Michael Stewart (Appointed October 1999)

**Applications on File:** None

**Comments:** The Historical Preservation Ordinance limits membership to nine.  
  
William Coffman and Betty Stark have expressed an interest in continuing to serve.

**Recommendation:** Appoint two (2) members to the Historical Commission.

## **Parks, Recreation, Beautification Committee**

**Number of Members:** Six

**Term:** Three Years

**FPPC Filing:** Not Required

**Chairman:** Kurt Swigart

**Meeting Schedule:** Second Monday of each month

**Terms Expiring 2014:** Richard Wiley (Appointed June 1991)

**Other Committee Members:** Kurt Swigart, Chairman (Appointed June 1996)  
Valerie Gallant (Appointed July 2002)  
Janet Razzouk (Appointed September 1987)  
Betty Stark (Appointed August 1999)  
Doree Morgan (Appointed June 2011)

**Vacancies:** None

**Applications on File:** None

**Comments:** Mr. Wiley has expressed interest in continuing to serve.

**Recommendation:** Appoint one (1) Member to the Parks, Recreation, Beautification Committee

## **Personnel Board**

Number of Members:	Three
Term:	Two Years
FPPC Filing:	Not Required
Chairman:	To be appointed by members
Meeting Schedule:	As-needed basis
Terms Expiring 2014	Ronald Oh (Appointed 2002)
Other Members:	Verne Miller (Appointed 2000)
Vacancies:	One
Applications on File:	None
Comments:	<p>The City Council established a three-member Personnel Board with two members being appointed by the City Council and the third member being appointed by the Board Members.</p> <p>Mr. Oh was initially appointed by the Board and due to a resignation, became a City Council appointment. Mr. Miller's appointment expired June 30, 2013, but was inadvertently omitted from the list for re-appointment consideration.</p> <p>John Turner, appointed by the Personnel Board has declined another term; therefore Mr. Oh and Mr. Miller were notified to choose the Board's third member and to submit information to the City Clerk.</p> <p>Mr. Oh has expressed an interest to continue to serve.</p>
Recommendation:	Appoint one member to the Personnel Board; confirm Mr. Miller's 2015 term.

## **Planning Commission**

<b>Number of Members:</b>	Five
<b>Term:</b>	Three Years
<b>FPPC Filing:</b>	Required
<b>Chairman:</b>	John Nichols (Appointed July 2008)
<b>Meeting Schedule:</b>	First and Third Wednesday of each month
<b>Terms Expiring 2014:</b>	John Nichols (Appointed July 2008) Miguel Rojas (appointed July 2008)
<b>Other Members:</b>	Carolyn Palmieri (Appointed June 2009) Nikan Khatibi (Appointed July 2012) Ryan Gallant (Appointed November 2013)
<b>Vacancies:</b>	One
<b>Applications on File:</b>	Three
<b>Comments:</b>	Planning Commissioners must maintain a status of resident elector of the City.  A vacancy has occurred in that Mr. Rojas has declined consideration for another term.  Mr. Nichols has expressed interest in continuing to serve.
<b>Recommendation:</b>	Appoint two members to three-year terms to expire June 30, 2017.



**City of Loma Linda**

CITY OF LOMA LINDA  
APPLICATION  
APPOINTMENT TO PLANNING COMMISSION **JUN 12 2014**

**City Clerk**

ALL APPLICANTS MUST BE RESIDENTS AND REGISTERED VOTERS WITHIN THE CITY OF LOMA LINDA  
PLANNING COMMISSIONERS ARE REQUIRED TO FILE A STATEMENT OF ECONOMIC INTERESTS  
PURSUANT TO THE POLITICAL REFORM ACT OF 1974

Applications must be returned by 5:00 p.m. Monday, June 16, 2014	City Clerk's Office 25541 Barton Road Loma Linda, CA 92354
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Name: Carlos Prieto Home Phone: 909-831-6031  
 Home Address: 10983 Ragsdale Rd Years resided at address: Less than one

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

If yes, give previous address: 25716 Sunrise Way

Employer: Loma Linda University Medical Center

Employer Address: 11234 Anderson St Employer Phone: 909-558-4000

Occupation: Business Analytics How Long: Five years

Education (Highest Grade Completed): Graduate (M.B.A.)

Licenses or special certificates held: Six Sigma Black Belt, Lean Six Sigma Champion, Certified Professional in Healthcare Quality, and Certified Professional in Patient Safety

Name, location of Colleges/Universities Attended	Major	Degree	Last Year Attended
Ottawa University	Bus. Admin.	A.B.	2005
Loma Linda University	Health Admin.	M.B.A.	2008

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?  
 Yes  No  (If yes, please attach a separate sheet of explanation.)

Prior or Current Civic Experience (Include Membership in Professional, charitable or community organizations)	Office Held (if any)	Dates of Membership
Healthcare Financial Management Association	N/A	2013 -
California Association for Healthcare Quality	N/A	2010 -

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.

Carlos Prieto <Electronic Signature>

\_\_\_\_\_  
Signature of Applicant

**ANSWERS TO QUESTIONS ARE REQUIRED. PLEASE USE NO MORE THAN FOUR TYPED OR HANDWRITTEN PAGES FOR ALL OF YOUR ANSWERS.**

1. Please describe your interest and background in planning and development.

*Planning and development are integral parts of a community. They span economic interests and well as the cultural and historical character of a city. They facilitate the sustainability and vitality of communities. My interest for my application to the City of Loma Linda Planning Commission is to be a part of this informed decision making process for the improvement of the community where my family and I reside. For over seven years I have lived in the City of Loma Linda. I have seen the city grow and expand its economic drivers. My background in planning and development is theoretical and in addition I would draw on my extensive experience developing and reviewing programs and business plans for non-profit and for-profit organizations. My professional experience in process improvement and business analytics would also provide an additional foundation with transferable and applicable expertise.*

2. What do you see as your role within city government if appointed to the Planning Commission?

*The role of the Planning Commission is to facilitate the city planning process of reviewing and advising the city planning decisions of the City Council. As such, having a timely and informed decision making process for the City Council would be of primary concern. My role within the city government of Loma Linda and specifically as a member of the Planning Commission would be to provide my time and energy in facilitating this decision making process.*

3. Looking ten years into the future, what is your vision of Loma Linda?

*In ten years Loma Linda will continue to develop further and will continue to provide a family oriented community. Keeping with the tradition of what makes Loma Linda special. My vision for Loma Linda would be of a city which continues with its deep tradition in medicine and technology which it would use to create an environmentally and financially sustainable future. The vision for Loma Linda's future in general would be to continue to attract some of the brightest and industrious minds to the Inland Empire.*

4. Provide an example of how you would resolve a situation where your personal viewpoint toward development is in conflict with the overall best interest of the City.

*My personal view on how one resolves a conflict whether it is within a committee structure or as part of the leadership of an organization is through communication. Often the lack of continued communication is a contributing factor whether influenced by our personal views or opinions inhibit how conflict resolves. My personal and professional stance on conflict resolution is to openly discuss views and opinions as to allow the collective group to input their views and opinions. Opposing opinions are secondary to the process having the focus be on the overall best interest of the city is primary.*

5. The design and architecture of a proposed development may not suit your personal taste and the type of development or land use may be contrary to your lifestyle views or opinions. How would you review the project objectively?

*The design and architecture of proposed developments are important aspects to a project. What type of development and how the land is used have lasting effects on the community as well as how the city is perceived. For this reason, these factors should not be taken lightly and should promote internal discussions. This process would focus on what is best for the community as a whole as well as what is best for its members. My lifestyle views and/or opinions are founded thus on this guiding principle.*

6. What local city(ies) do you admire and believe Loma Linda should emulate and why? What steps should Loma Linda take to become more like these cities?

Local city(ies):

*The City of Chino Hills, California (pop. 74,799); a city larger than Loma Linda but has other similarities. It's a diverse community with great schools and safe neighborhoods. I admire their cluster development approach that maintains a rural feel while providing publicly owned open space to enjoy. This is similar to Loma Linda's approach to providing the hills for the community to enjoy as well as the greenways throughout the city.*

*The City of Walnut, California (pop. 29,172); a city similar in size to Loma Linda it has developed an economic corridor while still maintaining a quiet community feel. Included within its limits is an educational institution and the city has continued to provide the traffic control while supporting education and a close-knit community/neighborhood feel.*

Non-local city(ies): (Provided as additional consideration)

*The City of Mission Hills, Kansas (pop. 3,498); a city I have often admired for their focus on developing as a planned community. There was and continues to be a great effort placed on the aesthetics and economic vitality of the city without reliance on business to drive all economic growth. The city has a unique culture and heritage that is respected and upheld in all new development whether in its zoning changes, growth plans, and master beatification plan. <http://www.missionhillsks.gov/>*

*The City of Leawood, Kansas (pop. 31,867), a city more similar in size to Loma Linda; which I have also admired for their planned community development. There is more economic development in this city but it has been completed through their overall comprehensive plan for the city. <http://www.leawood.org>*

*Many of the necessary steps to create such a community based on these limited examples have already been created in part by the City of Loma Linda. It's in this continued effort to improve that we'll find opportunities to create an even more beautiful city which others would as well include if ask this specific question of listing a city that they want their city to emulate. We are well on our way to being that city. Some of the specifics of how a city can create the overall comprehensive plan which drives all the planning functions and development of growth would have to be specific and concert to the work already completed by Loma Linda.*

7. What abilities do you feel you have that would allow you to work as a member of the Planning Commission team, even though you may not always agree with other Commissioners on important development issues?

*Professional abilities which would contribute to the collaboration in the Planning Commission would be my analytical thought process and my promotion for teamwork. My analytical thought process allows me to take an issue and isolate its constructs to better understand its underpinning merits. My teamwork style allows me to collectively synthesize and assimilate the beliefs of others and be able to come to consensus even if my views or opinions differ.*

CANDIDATES MAY BE INVITED FOR AN ORAL INTERVIEW BEFORE THE CITY COUNCIL



City of Loma Linda

CITY OF LOMA LINDA  
APPLICATION

JUN 10 2014

APPOINTMENT TO PLANNING COMMISSION **City Clerk**

ALL APPLICANTS MUST BE RESIDENTS AND REGISTERED VOTERS WITHIN THE CITY OF LOMA LINDA  
PLANNING COMMISSIONERS ARE REQUIRED TO FILE A STATEMENT OF ECONOMIC INTERESTS  
PURSUANT TO THE POLITICAL REFORM ACT OF 1974

Applications must be returned by 5:00 p.m.	City Clerk's Office 25541 Barton Road Loma Linda, CA 92354
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Name: Jay Nelson Home Phone: 909-322-7582

Home Address: 11873 Hollis Court Years resided at address: 14

Have you lived at any other address in Loma Linda: \_\_\_\_\_ Yes  No

If yes, give previous address: \_\_\_\_\_

Employer: self employed

Employer Address: 370 West 6th Street su. 210 San Ber Employer Phone: 909-885-3860

Occupation: designer~land planning~construction How Long: 45 years

Education (Highest Grade Completed): AA

Licenses or special certificates held: former associate member of the Orange County Chapter of the AIA  
taught architecture for 3 years at Riverside City College

Name, location of Colleges/Universities Attended	Major	Degree	Last Year Attended
<u>Santa Ana City College</u>	<u>Architecture</u>	<u>AA</u>	<u>1972</u>
<u>UCI</u>	<u>Architecture</u>	<u>-</u>	<u>1973</u>

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?

Yes \_\_\_\_\_ No  (If yes, please attach a separate sheet of explanation.)

Prior or Current Civic Experience (Include Membership in Professional, charitable or community organizations)	Office Held (if any)	Dates of Membership
<u>Appeals Board ~Loma Linda Fire</u>	<u>chairman</u>	<u>present</u>

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.

Jay Nelson  
Signature of Applicant



a design-build studio  
370 W. 6th street su.210  
san bernardino, ca. 92401

1. Please describe your interest and background in planning and development.

"my interest" . . .

I have drawings that I have kept that go back to when I was i First Grade. Crude as they might be, they do exhibit how long my interest and how far back my focus in Architecture dates back to.

"my planning background" . . .

I have been involved in architecture/planning since 1968 long not only while continuing my education but working as well at the same time for multiple offices.

The motivation for me to start my company came to me during the time that I was accepted as an Associate Member of the Orange County Chapter of the AIA. Being elected Vice President allowed me the additional one on one exposure to the Principles of many very knowledgeable Architectural firms.

With this exposure, I found those Principles deferring to my team to take on their projects that needed the unique insight to design solutions for their clients.

These project appointments ranged from providing services for Architectural:

- ~ Residential Design/Construction Documents
- ~ Commercial Design/Construction Documents
- ~ Industrial Design/Construction Documents
- ~ Retail Design/Construction Documents
- ~ Office Design/Construction Documents
- ~ Hospitality Design/Construction Documents
- ~ Casino Design/Construction Documents
- ~ Tribal Administration/Public Works facilities Design/Construction Documents

Land Planning:

- ~ Residential Land Planning
- ~ Commercial/Industrial/Retail Land Planning
- ~ 2,000 acres of Tribal land

invite you to also refer to my resume packet that I provided with my application submittal . . .

continued next page

Together with my team, I successfully guided those firms to some award winning projects, hence the founding of my firm ~ "Archimetrics" in 1974.

*"my development background" . . .*

In 1976 I leaped into Development ~ Designing and Building projects for myself, hence the "Design-Build Studio" title.

Through the years I have designed and built many types of projects ranging from Residential ~ Commercial ~ Retail ~ Restaurants ~ Convent, and even Golf Courses.

*"some additional background/abilities" . . .*

As you read above, my services were requested by a local Tribe. Allow me to describe some unique services that I provided over and above the normal services that one would expect to read in within your questionnaire that might allow my varied abilities to stand out.:

*"additional abilities" . . .*

*~ spend your money where you can see it ~*

**Kaufman and Broad as a Client ~**

From 1975 through 1986 everything that their Southern Division built came from my office.

The goal and challenge that I set for myself was to gain their trust in my abilities by proving to them that they could produce "better housing design" affordably. My first product that I produced for them was an award winning design package that was received extremely well by the market place-the home buyers while at the same time was more cost efficient than their lack luster product that they had been constructing for a number of years.

This Client followed my mission of . . . " spend your money where you can see it " . . .

*"additional abilities" . . .*

*~ search for all of the clients needs,*

*and be capable of providing the best services that is needed for the best results ~*

A Local Tribe Council asked me for guidance for a solution path of a long standing problem that occurred as part of their development and construction efforts within their Sovereign Nation boundaries.

As the task force that included the Tribal "CEO", and the "CFO", we researched and recognized that as a " Sovereign Nation", they are not exposed to the development/construction code standards that non-Sovereign Nations are required to comply with, but we discovered an limitation to that freedom:

It's labeled "Liability Insurance".

1. continued from previous page

Any facility that requests or requires Insurance Coverage such as public assembly, requires the documentation of a "Certificate of Occupancy" in order to qualify for that Coverage.

The only way to provide this "Certificate of Occupancy" is its issuance from a Certified Building Official.

This task that I took on for the Tribal Council and provided not only the path, but also the guidance of the path and steps for the Council to follow in order for them to formal adoption of and the guidelines of the enforcement of the Uniform Building Code.

This was a path that they have never previously attempted.

I put into place for them a Building Department and all of its required functions and duties under an acting Building Official, including a Fire Department with the same responsible functions of Plan Checking and Inspections.

Operating from my office staffing, I provided all of the procedures, Forms, Clerical, Inspection requests, and the records for both the Fire Dept. and Building Dept.

This Client followed my mission of . . .

*" search for all of the clients needs,*

*and be capable of providing the best services that is needed for the best results" . . .*

2. What do you see as your role within city government if appointed to the Planning Commission?

*"my role within city government" . . .*

*~ search for the best leader, and have the wisdom to recognize when it's time to provide leadership ~*

- a. I have been dealing with the City since 1997 and have been studying its path. Though my eyes of projects that I am currently entitling, I have seen that the City of Loma Linda has a Planning Staff that is thorough and displays a lot of wisdom. I have also observed this same thoroughness and wisdom from the Fire Department. I feel this is the perfect foundation for successful collaboration for items brought before the Planning Commission for its review. With that said, together with the Commission, City Staff, and the General Plan and the City standards that have been put into place, I have comfort that the City has laid a sound base to follow as one part of my role within this Commission.

2. continued from previous page

- b. It will also be my role to listen to applicants proposal, absorb the Staffs findings of City Code-Ordinance compliance, and critique their recommendations. Voice my recommendations of how to "better" for the project and or the City/community.
- c. My knowledge allows me the ability to judge construction costs, this in turn I can provide design solutions that will not only provide the applicant a better investment, but in turn "raise the bar" for the communities benefit.

This is my mission of my role . . .

" search for the best leader, and have the wisdom to recognize when it's time to provide leadership " . . .

3. Looking ten years into the future, what is your vision of Loma Linda?

"my vision of Loma Linda" . . .

~ sustainability-destination-inviting home communities ~

- a. "PC" involvement including raising the bar for the future developments to follow and meet, and with that established bar the City attracts/encourages a more sustainable base for Business, Home Communities, and the City.
- b. Establish a base for the City to become a "destination" for families. Everyone has expressed the desire of more dining/shopping choices. We all recognize the required steps to get there. This might be the best timing for those steps to be taken now.
- c. Provide inviting home communities with continued reasons of pride of ownership.
- d. Continued steps of superior design that reinforces the feeling of being safe throughout the City of Loma Linda.

4. Provide an example of how would resolve a situation where your personal viewpoint toward development is in conflict with the overall best interest of the City.

"my personal viewpoint" . . .

~ standards might be high, but keep your viewpoint in range of the City's interests ~

- a. I will start off first by referring back to the above response within "Questionnaire 2"- "my role within city government" . . .

Within my response is listed my view of the City staff. I will echo that same response in it's entirety as one of my examples. this in combination with:

continued next page

4. continued from previous page

- b. My additional example is contained within my response  
3a thru 3d "my vision of Loma Linda" . . .

I believe that the best interest of the City is maintaining it's direction as set forth  
in the General Plan, Development Standards, and the outcome of Measure V.

My personal viewpoint if in conflict with the City's best interests . . .

~ I've learned to set my standards might be high,  
but keep your viewpoint in range of the City's interests~

- 5. The design and architecture of a proposed development may not suit your personal  
taste and the type of development or land use may be contrary to your lifestyle views or  
opinions.  
How would you review the project objectively?

"design and architecture . . . my lifestyle views" . . .

~ be insightful and analytical of the facts, not judgmental with my values ~

- a. My example is again contained within my response  
3a thru 3d "my vision of Loma Linda" . . .

- b. My additional example is contained within my response  
2a thru 2c "my role within city government" . . .

Through this format, I would be insightful and analytical of the facts presented, not  
judgmental with my values or viewpoint as a base point.

continued next page

6. What local city(ies) do you admire and believe should emulate and why?  
What steps should Loma Linda take to become more like these cities?

"local cities to admire" . . .

~ look inward and expound on the uniqueness that the City already has ~

I'm finding this question to have multiple layers to the true meaning of what is being asked. I presume that I'm making it more complex than what focus item I should address.

~ My general answer for City as a whole that I admire is the Irvine Company –

- a. **Admiration due to a City's appearance or amenities:**  
All Cities have their own identity and or flare.  
Some City's identity is not display itself as well groomed as others.  
If a City becomes admired, it's due to that unique quality that they display or emphasize.  
That admiration can only be successful once due to that uniqueness.

~ Loma Linda should strive to maintain and expound on its own identity.

- b. **Admiration due to a City's successful land planning?**  
c. **Admiration due to a City's abilities to attract name brand businesses?**  
d. **Admiration due to a City's financial abilities or being sustainable?**

7. What abilities do you feel that you have that would allow your work as a member of the Planning Commission the team, even though you may not always agree with other Commissioners on important development issues?

"my personal viewpoint" . . .

~ put forth the effort searching for the best solution to find an agreement that benefits all ~ all issues are important . . . ~

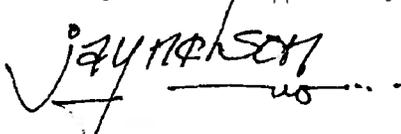
As delineated above in "Questionnaire 1"- "additional abilities" . . .

A summary of just some my abilities have been listed.

Those abilities leave me "well armed" to ponder-see-review-provide additional solution options.

It is my honor to receive your Invitation for an interview to be a member of your team.

Thank you for this opportunity,

  
Jay Nelson



**ARCHIMETRICS**  
DESIGN BUILD STUDIO

PROFILE

SERVICES

PORTFOLIO

**an introduction  
of my**

**planning  
entitlement  
architectural  
structural  
photometrics  
landscape planning  
digital visualization  
cost analysis  
construction**

**abilities and  
resume**

**attention :  
the City of Loma Linda**



**I am grateful for this  
opportunity to present  
to your City this  
booklet . . .  
it will give you an  
introduction to  
who I am, and  
the varied choices of  
services that I provide  
together  
with my team . . .**

It is my honor to receive your  
Invitation for an interview  
to be a member of your team.

Thank you for this opportunity,

  
Jay Nelson

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fax. - (909) 383 - 2354  
e-mail - archimetrics@m2n.org



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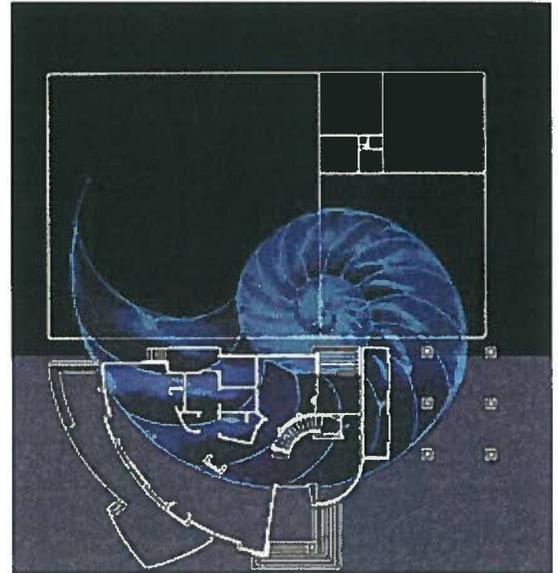
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landscape planning  
digital visualization  
cost analysis  
construction



*"at the core of our design practice lays the commitment to understand our clients' vision and unique criteria for success. This requires exceptional listening skills and a roll-up-your-sleeves attitude".*

archimetrics continues to seek the inspired and fresh design solutions that truly respond to our clients' visions.

introduction ...

introduction

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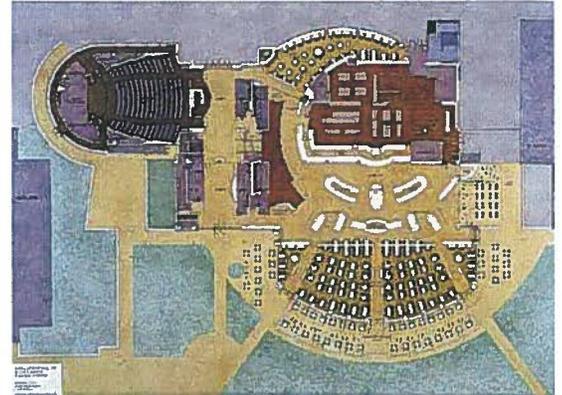
jay nelson  
steven paul murray r.a.  
tony banzuelo r.a.  
mike brackett l.c.  
skip metcaff l.c.  
associates :  
vince miranda  
john mejia  
jasmine tamplen  
tom barker  
bob keyes  
joshua massey  
robert husk

### Vision

### Mission

### Collaboration

### Success



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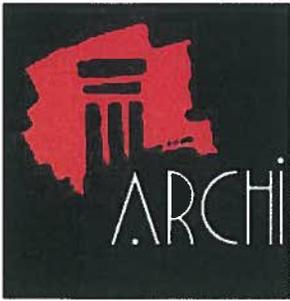
### Vision

*“Creating the future from the continuity of experience and the power of new ideas”*

archimetrics delivers architectural design and community planning services with the highest standards of quality, efficiency and innovation.

vision

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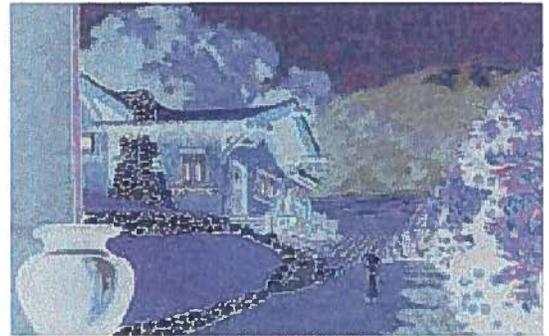
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**Success**

**MISSION STATEMENT**

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**Vision**

**Mission**

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**Success**



*" our design process is based on a respect for our clients as valued design team members.  
Designing and building a project is a group effort that requires clear communication and carefully orchestrated teamwork "*

archimetrics serves as a prime design consultant coordinating between owner, and any consultants to create the projects that exceed our clients' expectations.

collaboration

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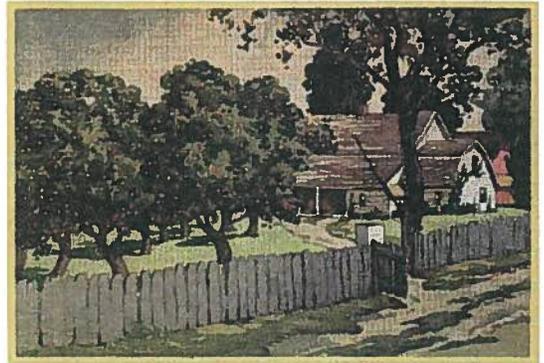
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**joshua massey**  
**robert husk**

**Vision**

**Mission**

**Collaboration**

**Success**



*We believe good design has value that is demonstrable: Environments that help our clients sell their ideas their products; their Spaces that will inspire; the Structures that complement their surroundings and continually respond to context, Sustainable buildings that bring lasting value to their owners.*

at the archimetrics studio, our success comes quite simply ~ from helping to ensure that our clients find the success they seek.

success

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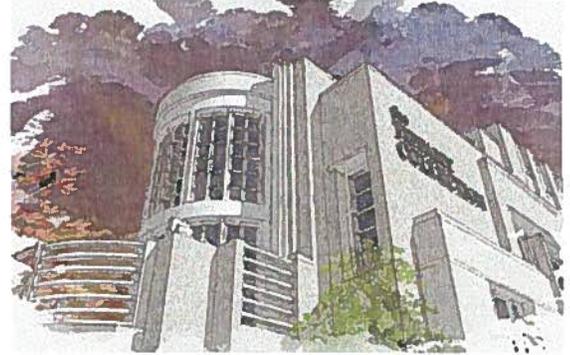


## PROFILE

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*" at the core of our design practice lies the commitment to understand our clients' vision and unique criteria for success. This requires exceptional listening skills and a roll-up-your-sleeves attitude ".*

Since founding archimetrics in 1975, Jay has been a recognized to have admirable experience in innovative building design, construction and land planning.

### **jay nelson**

*my objective is to provide professional experience and excellence in leadership and to create concepts that represent the leading edge in residential design and land planning.*

### **Vision**

### **Mission**

### **Collaboration**

### **Success**

nelson

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## **jay nelson** owner

My business started in 1974, when I was able to design and build "spec" houses for myself in Riverside. Through the years I have designed and built a number of multi use projects for myself and for other partnerships. I have been diverse enough to be able to extend my abilities into any phase of a project, whether it be in commercial buildings, shopping centers, industrial uses, religious uses, restaurants, banking institutions, tenant improvements or residential.

My abilities include, but are not limited to :

~ planning, ~ entitlements, ~ building design, ~ landscape planning, ~ digital visualization, ~ cost analysis, ~ construction, ~ land acquisition, ~ land development, and negotiations, ~ and all construction trades and project supervision.

My responsibilities include, but are not limited to :

~ business development, ~ ongoing client relations, ~ proposal writing, ~ contract negotiations, ~ budget and schedule tracking and resource allocation. With almost 30 years experience as a building designer, project manager and land planning abilities, Jay shares his professional experience with the rest of the production staff.

## **PROFESSIONAL AFFILIATIONS**

Member of the Board of Directors ~ Facilities of the Ronald McDonald House

4 year Architectural instructor at Riverside City College 1989 - 1992

Past member of the Orange County AIA Chapter ~associate member

Past membership chairman of the Orange County AIA Chapter ~associate member

## **EDUCATION**

AA in Architecture

Honor Graduate

Orange, CA

## **SENIOR ASSOCIATES or AFFILIATES**

### **Steven Paul Murray, Registered Architect Director of Architecture**

*architects are not merely designers of buildings, but are experts in problem solving.  
Good building design stems from this ability.*

As the Director of Architecture, Steve oversees design, and production resources of all architectural projects. Assuring the projects progress from planning through design and production, is as smoothly as possible. His responsibilities include:

Structural Calculations business development, ongoing client relations, proposal writing, contract negotiations, budget and schedule tracking and resource allocation. With over 20 years experience as a senior project manager and senior designer, Steve shares his professional experience with the architectural staff.

# Services Provided :

## planning



### Land Planning, Capacity Studies, Marketing Research

- **Soboba Band of Luiseno Indians, The Oaks**, 360 acres master plan, San Jacinto, Ca.
- **Soboba Band of Luiseno Indians, The Horseshoe**, 110 acres master plan, San Jacinto, Ca.
- **Ramzy Travel Center**, 85 acre Travel Center master plan Hwy 58 Harpers Lake, Ca.
- **Polo Estates**, 50 acres master plan, Indio, Ca.
- **Heritage Park**, 25 acre master plan, San Bernardino, Ca.
- **Meadow View Golf Course** 18 hole Course, Temecula, Ca.
- **Diamond Hills Country Club** 27 hole Course, Fontana, Ca.
- **Desert Gate Center**, 38 acre Regional Mall 60 and 10 Fwy Beaumont, Ca.
- **De Anza Town Center**, 13 acre Community Shopping Center Indian Hills, Ca.
- **Lassalle Town Center**, 10 acre Community Shopping Center Moreno Valley, Ca.
- **Vista Paint Center**, 5 acre Neighborhood Shopping Center Ontario, Ca.
- **Newport Lake**, 318 acre Multi Use Residential Lot Master Plan, Menifee, Ca.
- **Desert Gate Center**, 38 acre Regional Mall 60 and 10 Fwy, Beaumont, Ca.
- **Casitas @ Indian Hills**, 88 Unit Condo Riverside, Ca.

## entitlement architectural



### revitalization studies, Schedules Multi-Tenant Co-ordination, budgets Tenant Improvement Construction Documents

- **Yucaipa Promenade**, 49 acre downtown re-development for retail-theater-family and senior living, Yucaipa, Ca.
- **Ontario Care Facility**, 108 unit for senior living, Ontario, Ca.
- **Magnolia Seniors Apartments**, 90 units, Riverside Ca.
- **Air Force Village West**, 35 unit for senior living, March Air Force Base, Riverside Ca.
- **Cal Vada Villas**, 18 unit condos for senior living, Pahrump, Nevada
- **Jurupa Valley Business Center** ~ 15,000 s.f. office building, Riverside Ca.
- **Hidden Valley Golf Course**, Norco, Ca.
- **Tierra Rejada Golf Course**, Moorpark Ca.
- **Olemendie's Restaurant**, Aliso Viejo, Ca.
- **Peppino's Restaurant**, Lake Forest, Ca.
- **Red Robin Restaurant**, Colton, Ca.
- **Midnight Rodeo Night Club**, 43,000 s.f. Club Center, San Bernardino, Ca.
- **New West ~ Gotham**, 22,000 s.f. night club remodel, San Bernardino, Ca.
- **Riverside Plaza**, Central Avenue, Riverside
- **Westminster Mall**, Bolsa and Golden West, Westminster
- **Parkview Hospital**, Jackson and Magnolia, Riverside
- **Quiet Cannon Restaurant**, Montebello

**photometrics**

**landscape planning**

**digital visualization**

**cost analysis**

**construction**

**Design – Build**

- **Ontario Care Facility**, 108 unit for senior living, Ontario, Ca.
- **Magnolia Seniors Apartments**, 90 units, Riverside Ca.
- **Air Force Village West**, 35 unit for senior living, March Air Force Base, Riverside Ca.
- **Cal Vada Villas**, 18 unit condos for senior living, Pahrump, Nevada
- **Jurupa Valley Business Center** ~ 15,000 s.f. office building, Riverside Ca.
- **Midnight Rodeo** ~ 47,800 sq. ft. Entertainment Events-Night Club with a 2,000 sq. ft stage – state of the art stage-light show/ sound system, and a 8500 sq. ft. dance floor 6 bars, 3 restaurants.
- **Hidden Valley Golf Course**, Norco, Ca.
- **Tierra Rejada Golf Course**, Moorpark Ca.
- **Dollar Tree Store**, 20,000 sq. ft., Tenant Improvement, Riverside Ca.
- **Sky Links Golf Course**, Riverside Ca.
- **Coldwell Banker Real-estate**, Riverside Ca.
- **Great Clips Hair Salon**, Riverside Ca.
- **Dollar Expo**, 6,000 s.f. Tenant Improvement, Riverside, Ca.

**Project Management and/or Construction Supervision**

- **Dove Canyon Center**, 28,000 sq. ft., Rancho Santa Margarita, Ca.
- **Blockbuster Center**, Brookhurst and Westminster, Garden Grove, Ca.
- **Olemendie’s Restaurant**, Aliso Viejo, Ca.
- **Peppino’s Restaurant**, Lake Forest, Ca.
- **Red Robin Restaurant**, Colton, Ca.
- **Midnight Rodeo Night Club**, 43,000 s.f. Club Center, San Bernardino, Ca.



## PROFILE

## SERVICES

## PORTFOLIO

**jay nelson**  
**steven paul murray r.a.**  
**tony banzuelo r.a.**  
**mike brackett l.c.**  
**skip metcaff l.c.**  
**associates :**  
**vince miranda**  
**john mejia**  
**jasmine tamplen**  
**tom barker**  
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**joshua massey**  
**robert husk**



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## Vision

## Mission

## Collaboration

## Success

### **steven paul murray**

*my objective is to provide professional experience and excellence in leadership and to create concepts that represent the leading edge in residential design and land planning.*

murray

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## **steven paul murray** **architect and associates**

I head a small firm with experience in many areas of Architectural design and related fields. I have been involved with Architectural design for over twenty seven years, including over twenty as a Licensed Architect. I have associates with at least equal experience providing drafting and some design services.

My firm is roughly 18 years old and I have been involved with all areas of design for construction. My responsibilities include Architectural, Structural, Mechanical, Electrical, Plumbing, and Landscaping design and engineering. Contrary to some understandings, Architectural licensing does allow me to take responsibility for all of the disciplines listed above. My projects have included everything from Residential Additions to Large Industrial and Warehousing projects. A partial listing of projects is attached below.

Generally I am interested in all types of projects and strive to provide professional services at a reasonable cost. Should you have any questions please contact me.

### **BIOGRAPHICAL INFORMATION**

Born: March 5, 1953, Peoria, Illinois

High School: Hinsdale South High School, Darien, Illinois

College: Illinois Institute of Technology, Chicago, Illinois  
Bachelor of Architecture

Licensing: State of California, Architect, June 1980

## **PARTIAL LIST OF PROJECTS**

### **RESIDENCES**

PABLO	LANCASTER
WARREN LYON	COLTON
DAVENPORT	APPLE VALLEY
MORRIS	HESPERIA
GARCIA	HESPERIA
HANTIN DEVELOPMENT	MONTEREY PARK
HAYDIS	SAN BERNARDINO
LERMA	FONTANA
OGILIVIE	RIVERSIDE
THOMPSON	FULLERTON
RAMIRIZ	HESPERIA
SIN	SOUTH PASADENA
VIAU	CARLSBAD
PETERS	ANGELES OAKS
REED	RUNNING SPRINGS
KERN	COLTON
WAREHAM	LOMA LINDA
MACKNET	RECHE CANYON
HERR	YUCAIPA

### **APARTMENTS AND DUPLEXES**

HEIDENREICH	LOMA LINDA
MAZLUMIAN	SAN BERNARDINO
	HIGHLAND
	YUCAIPA
PRESSEY	SAN BERNARDINO

### **COMMERCIAL**

JIMMIE'S MARKET	SAN BERNARDINO
OBERSHAW TOYOTA	SAN BERNARDINO
REMODEL AND ADDITION	
ROCKY N.Y. PIZZA	MORONGO VALLEY
RESTAURANT REMODEL	
CASA DE FLORES REMODEL	SAN BERNARDINO
MIDNIGHT RODEO	
NIGHTCLUB	SAN BERNARDINO
CORNERSTONE	
CHIROPRACTIC	SAN BERNARDINO
DAIRY QUEEN	
ORANGE JULIUS	VISALIA

## INDUSTRIAL

MANU & WARE	NATIONAL MAGNETICS	ADELANTO
MANU & WARE	THERMOTRONICS	ADELANTO
MANU & WARE	CASTLE IMPORTING	ONTARIO, FONTANA
DOCK CANOPY	MODULAR METALS CORP.	MORENO VALLEY
MANUF & WARE	TRM CORP(PPLAN CHECK)	CORONA

## CHURCHES

CALVARY CHAPEL OF SAN BERNARDINO  
REMODEL OF COMMERCIAL BUILDING FOR CHURCH

CALVARY CHAPEL HIGH DESERT, HESPERIA  
CLASSROOM AND SANCTUARY ADDITIONS (UNDER CONSTRUCTION)

JUDSON BAPTIST CHURCH, SAN BERNARDINO  
NEW 500+ SEAT SANCTUARY AND SUNDAY SCHOOL

GRACE BIBLE CHURCH, RIALTO  
FELLOWSHIP HALL

LIVING SPRINGS FELLOWSHIP  
NEW SANCTUARY

LAKE GREGORY COMMUNITY CHURCH, LAKE GREGORY  
NEW BUILDING

GOOD SHEPHERD LUTHERAN CHURCH, YUCAIPA  
ADDITION

CALVARY CHAPEL OF RIALTO, RIALTO  
ADDITION

LIVING FAITH CHURCH, BREA  
NEW BUILDING

CHRIST THE KING LUTHERAN, REDLANDS  
DAY CARE

GOOD SHEPHERD LUTHERAN, YUCAIPA  
FELLOWSHIP HALL

TRINITY EVANGELICAL FREE CHURCH, REDLANDS  
NEW BUILDING

OAK VALLEY FAMILY CHURCH, CALIMESA  
NEW BUILDING (WORKING DRAWINGS)

EVANGELICAL FREE CHURCH OF MORENO VALLEY, MORENO VALLEY  
NEW BUILDING

NEW JOY BAPTIST CHURCH, RIVERSIDE  
NEW BUILDING

LAKEVIEW TERRACE BAPTIST CHURCH  
SANCTUARY ADDITION

MESSIAH LUTHERAN CHURCH, HIGHLAND  
ADDITION

CALVARY CHAPEL OF MORENO VALLEY  
CLASSROOM ADDITION

CALVARY CHAPEL OF MENIFEE  
SANCTUARY AND SUNDAY SCHOOL

**GOVERNMENTAL**

SENIOR CENTER                      WONDER VALLEY  
SENIOR CENTER                      NEWBERRY SPRINGS  
SAN BERNARDINO  
COUNTY MUSEUM                      REDLANDS  
EXHIBIT HALL ADDITION  
SAN BERNARDINO COUNTY SHERIFFS DEPARTMENT  
HOUSING REMODEL, PARKER DAM  
NEEDLES JUSTICE  
CENTER REMODEL,                      NEEDLES  
SAN BERNARDINO COUNTY COMMUNICATIONS  
ACCESSORY BUILDINGS  
SAN BERNARDINO COUNTY JAIL  
CELL REMODEL  
U.S. FORESTRY IDYLVILD RANGER STATION ADDITION  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT OFFICE REMODEL



## PROFILE

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### **vincent miranda**

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### **Vision**

### **Mission**

### **Collaboration**

### **Success**

miranda

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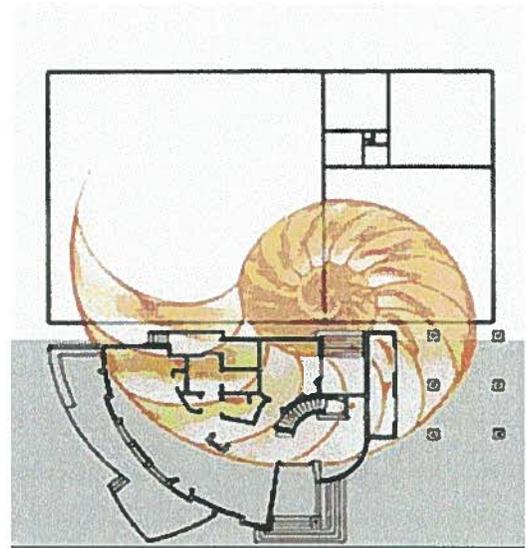
DESIGN BUILD STUDIO

PROFILE

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services

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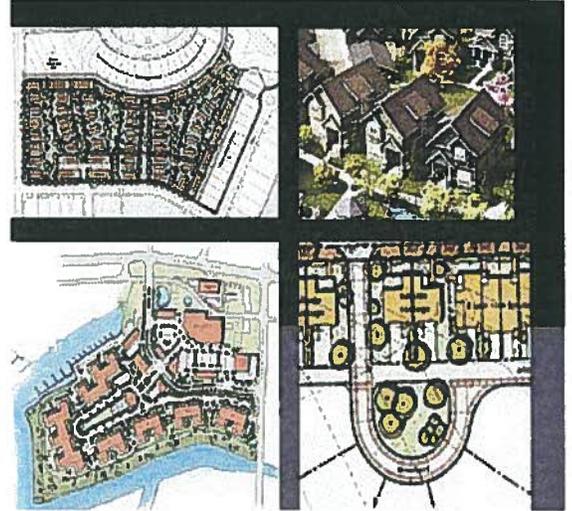


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*"master planning at archimetrics is about making places that capture the spirit of the site and reinforce a sense of community. We strive to create distinctive environments that are responsive to the user's needs, consistent with market opportunities and feasible from the technical, environmental and financial perspectives".*

beginning with a clear strong vision, we analyze all aspects of the project and synthesize the information into a cohesive and successful plan.

planning

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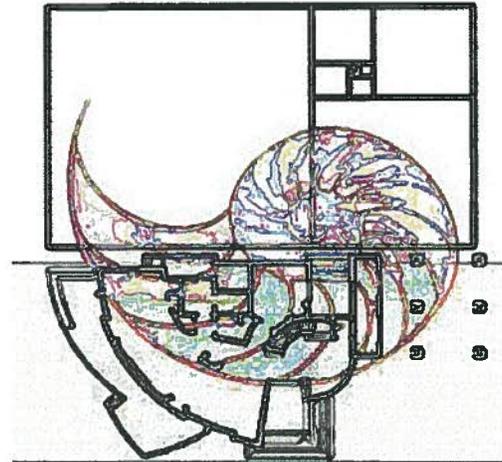


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*"beginning with a clear strong vision, we analyze all aspects of the project and synthesize the information into a cohesive and successful plan."*

## entitlement

*"enhancing lifestyles through design"*

### entitlement and regulatory processing

Overall project coordination  
Development plan processing services  
Entitlements and Permitting  
Building Department ~ Fire Dept.  
interfacing  
Governmental liaison

entitlement

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ARCHIMETRICS

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*architecture is the artistic culture of the building industry. As an art, it is concerned with the imitation and translation of the elements of building into symbolic language, expressing in a fixed system of symbols and analogies the origins of architecture in the laws of building."*

*~ jay nelson- owner*

architectural

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e-mail - archimetrics@m2n.org



# architectural

*"enhancing lifestyles through design"*

The fundamental principal behind **archimetrics'** success is the ability to solve each client's unique set of project requirements creatively, within budget, and adhering to project schedules. Our ability stems from the inception of the project by conducting interactive workshops, which accelerates the decision-making process and builds consensus. Our use of 3-dimensional computer models during the workshops allows clients to visualize how their ideas immediately impact the overall project. The discipline coordination of the plans is also essential in completing a successful project. Our in-house Quality Control review of the documents prior to construction and final outside cost estimating, has allowed us to bring in projects on time and within budget.

## architectural services

### **Product Design**

Market Analysis  
Circulation studies  
Plotting and Mix design  
Product design and development

### **Conceptual Design**

Program Development  
Feasibility Studies  
Capacity Studies  
Spatial planning  
Architectural Guidelines  
Theming

### **Schematic Design**

Product Development  
Conceptual Sketches

### **Design Development**

Value Engineering  
CAD

### **Construction Documents**

Structural / Structural Calculations  
Electrical  
Mechanical  
Energy Calculations  
CAD  
Bid Documents  
Electronic File Correspondence

### **Construction Observation**

Framing Walks  
Record Drawings

### **Computer-Aided Design Services**

Product Development  
Three-dimensional Studies

### **Equipment Selection**

### **Color Consulting**

Color/Material Theming

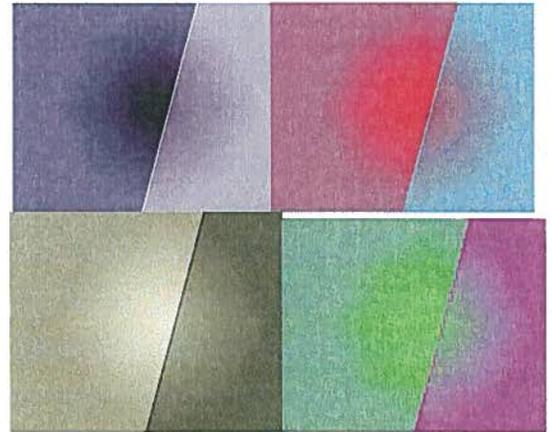


PROFILE

SERVICES

PORTFOLIO

planning  
entitlement  
architectural  
**photometrics**  
landscape planning  
digital visualization  
cost analysis  
construction



*a visual tour into site lighting*

**photometrics**

*" shadows into substance . . . "*

- Lighting Studies
- Lighting Reports
- Lighting Specifications
- Light Pole Foundation Structural Calcs
- Foot-candle Analysis
- Foot-candle Contour Exhibits
- Point – Point Exhibits

photometrics

off. - (909) 885 - 3860  
fax. - (909) 383 - 2354  
e-mail - [archimetrics@m2n.org](mailto:archimetrics@m2n.org)

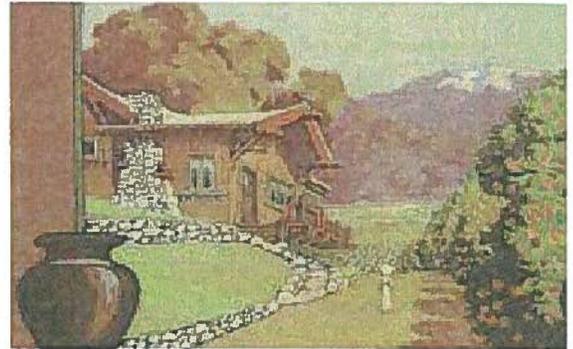


PROFILE

SERVICES

PORTFOLIO

planning  
entitlement  
architectural  
photometrics  
**landscape planning**  
digital visualization  
cost analysis  
construction



*"beginning with a clear strong vision, we analyze all aspects of the project and synthesize the information into a cohesive and successful plan."*

## landscape

*"enhancing lifestyles through design"*

### landscape planning

Overall project coordination  
Development plan processing services  
Entitlements and Permitting  
Building Department ~ Fire Dept.  
interfacing  
Governmental liaison

landscape

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PROFILE

SERVICES

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entitlement  
architectural  
photometrics  
landscape planning  
**digital visualization**  
cost analysis  
construction



*beginning with a "clear strong vision",  
we analyze all aspects of the project and  
synthesize the information into a cohesive  
and successful plan.*

**digital visualization**  
*"enhancing lifestyles through  
design"*

digital

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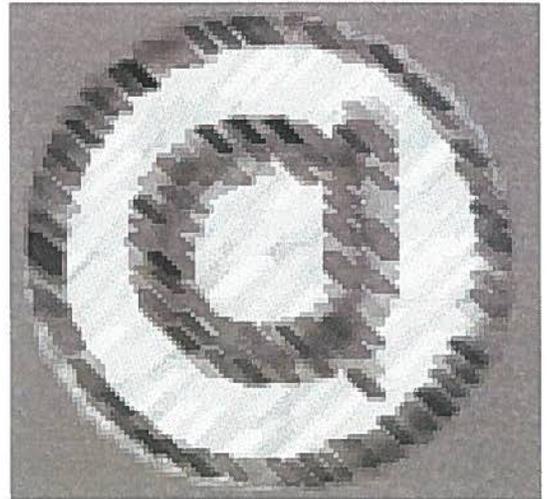


PROFILE

SERVICES

PORTFOLIO

planning  
entitlement  
architectural  
photometrics  
landscape planning  
digital visualization  
**cost analysis**  
construction



*beginning with a "clear strong vision",  
we analyze all aspects of the project and  
synthesize the information into a cohesive  
and successful plan.*

**cost analysis**  
*"enhancing lifestyles through  
design"*

cost analysis

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ARCHIMETRICS

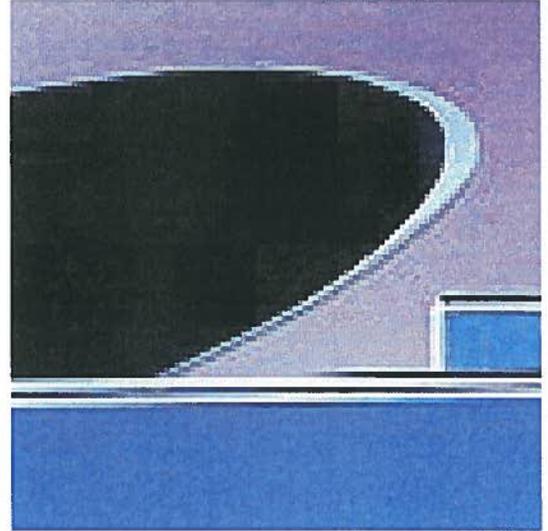
DESIGN BUILD STUDIO

PROFILE

SERVICES

PORTFOLIO

planning  
entitlement  
architectural  
photometrics  
landscape planning  
digital visualization  
cost analysis  
**construction**



*"the attention of our professional input as well as our knowledge relating to design and construction results into a building reflecting function, as well as aesthetics."*

*~ jay nelson, owner*

**construction**  
*"enhancing lifestyles through design"*

**Construction**

- Design Build
- Land Development cost control
- Construction cost control
- Budgeting and bidding
- Construction administration
- Construction management
- Construction funding inspections

construction

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ARCHIMETRICS  
DESIGN BUILD STUDIO

PROFILE

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planning  
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landscape planning  
digital visualization  
cost analysis  
construction

on the boards



*" the mission of our professional input in addition to our turn keyknowledge relating to planning, design and construction results into an entire project reflecting function, aesthetics and as well is its affordability" . . .*

*~ jay nelson, owner*

**on the boards**  
*"enhancing lifestyles through planning and design"*

the following pages is a gallery of projects that are currently "on the boards" . . .

on the boards

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e-mail - archimetrics@m2n.org



the  
project portfolio  
gallery

in the city of coachella, calif.

a look into the works of : the

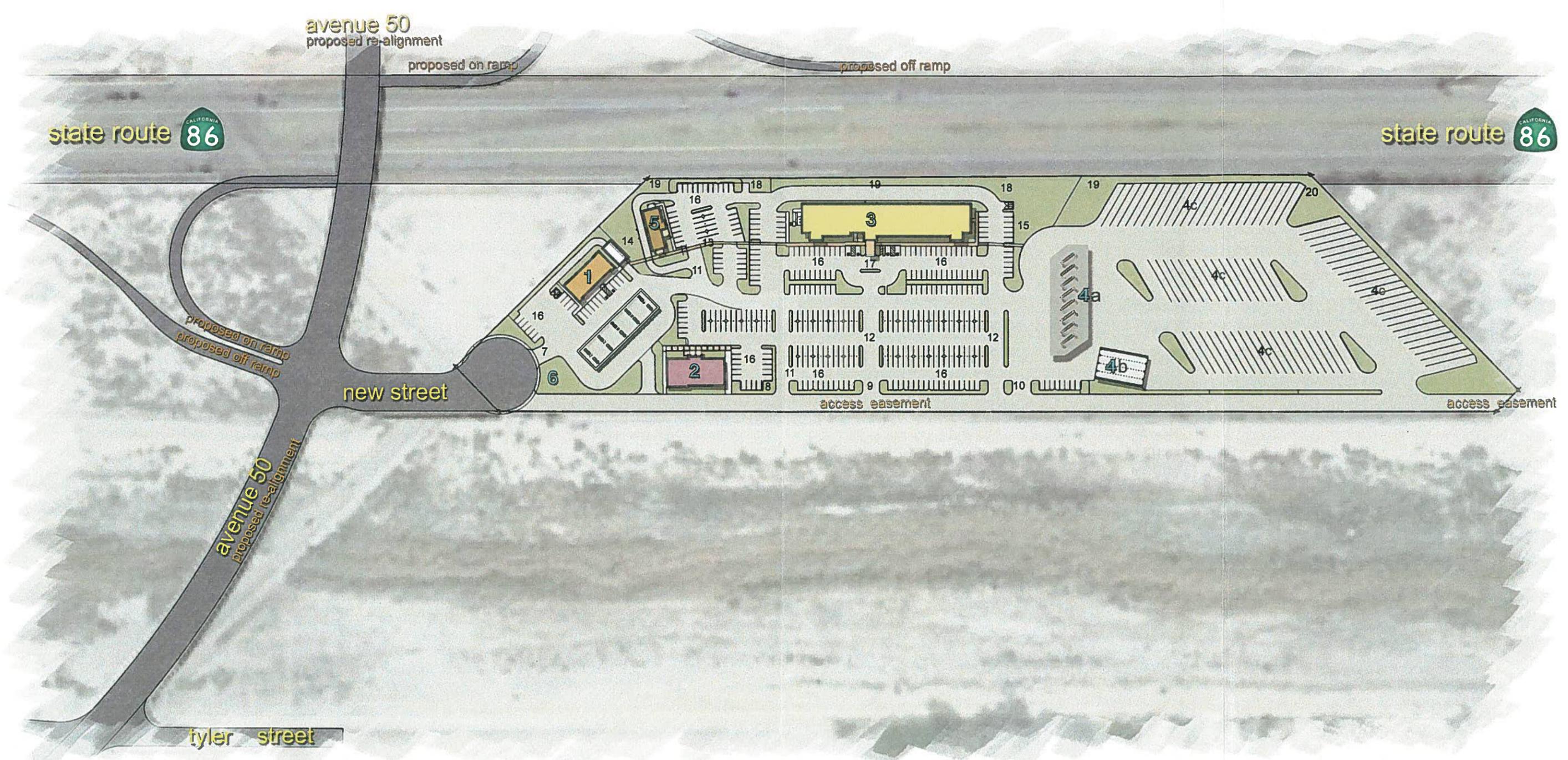


“coming soon”...



“portfolio gallery”...  
travel centre  
a destination at the





- 1 fuel ~ "c" store  
bldg area ~ 3,686 s.f.
- 2 restaurant  
bldg area ~ 6,533 s.f.
- 3 hotel  
bldg area ~ 18,290 s.f. (1st floor)  
bldg area ~ 54,870 s.f. total

- 4a truck fuel
- 4b truck wash
- 4c truck parking 85 stalls
- 5 food ~ drive thru  
bldg area ~ 3,677s.f. total

- 6 main entry feature
- 7 fuel entry feature
- 8 restaurant entry feature
- 9 hotel entry feature
- 10 truck entry feature

- 11 food entry feature
- 12 tree lined drive
- 13 arbor pathway
- 14 tree lined outdoor activities area
- 15 water ~ tree lined park feature

- 16 parking
- 17 drop off feature
- 18 tree lined walking ~ bike path
- 19 monument signage
- 20 freeway pylon signage

total land area : 14.1 acres  
total bldg area : 68,766 s.f.  
total car stalls : 215 stalls



# CHARACTER STUDY

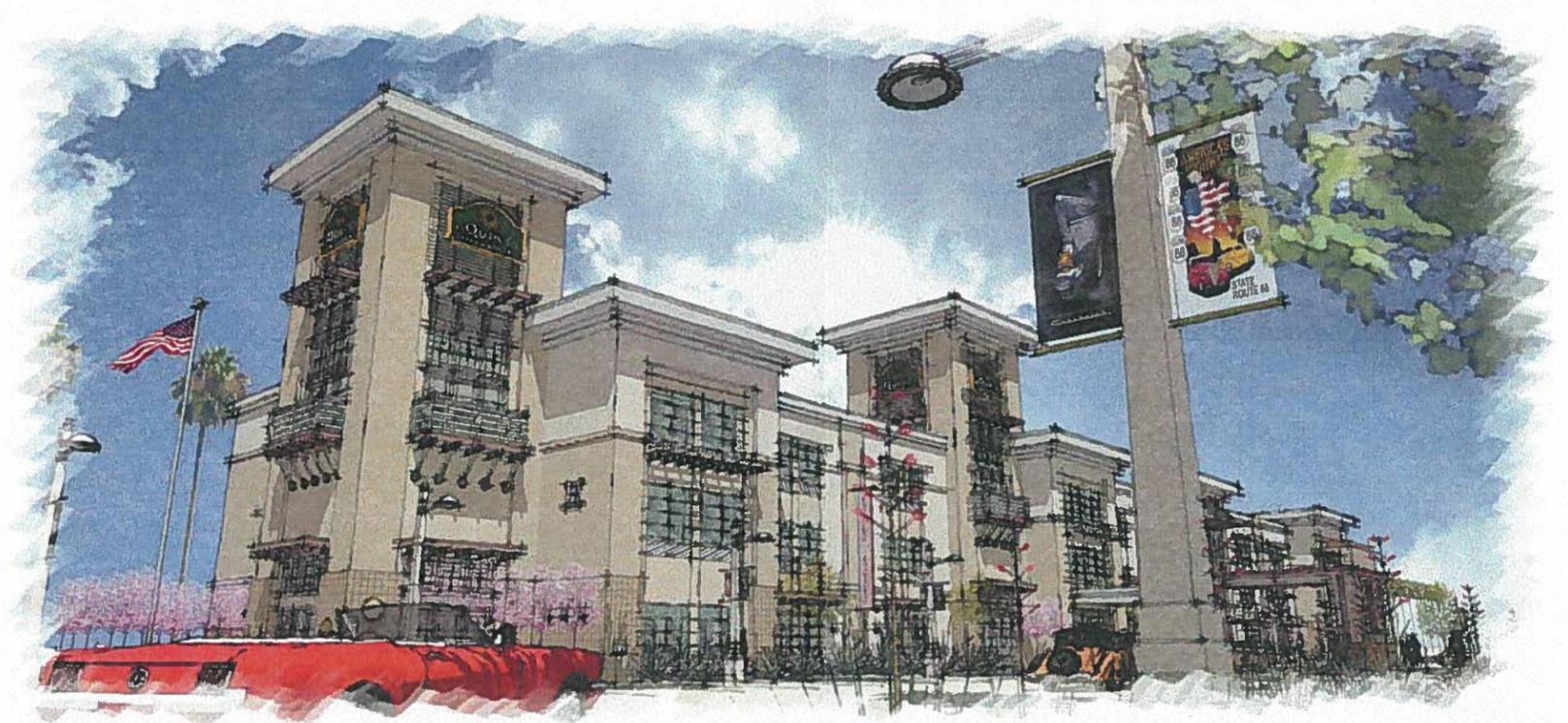
"the building pads" ...  
"site plan character study" ...  
travel centre  
a destination at the ~





**86** DINER  
 "the architectural character" ...  
 exhibit 05b





a design concept by  
**ARCHMETRICS**  
 1971 875 1840

**86** La Quinta Hotel  
 "the architectural character" ...  
 exhibit 04b

travel centre  
 a destination at the ~

**86** travel centre  
 a new travel center in the city of coachella, calif.



86 food ~ n ~ fuel  
 "the architectural character" ...  
 exhibit 03c



**86** DRIVE THRU  
 "the architectural character" ...  
 exhibit 02b





redlands frwy

city trail

restaurant

hotel



AVAILABLE

10 frwy ~  
live oak canyon rd  
exit.



redlands frwy

"the project location character plan" ...  
exhibit 00c

the  
gateway plaza  
a destination at the ~





view "S10"



am ~ pm  
 "the architectural character" ...  
 view "S6n" exhibit 01c

the gateway plaza  
 a destination at the

**yucaipa**  
 gateway plaza  
 Oak Glen at 14th Street  
 in the city of yucaipa, ca.  
a new development by ACAA Limited Partnership

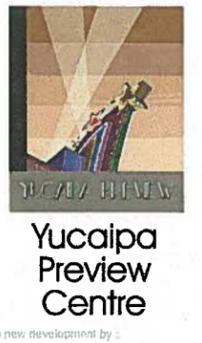
a design concept by  
  
**ARCHIMETRICS**  
 DESIGN BUILD STUDIO  
 909-883-3800



- |                         |                      |                             |  |
|-------------------------|----------------------|-----------------------------|--|
| 1 multi plex theater    | 6 retail ~ boutique  | 11 bus stop feature         | 16 tree lined outdoor activities courtyard |
| 2 retail ~ food         | 7 restaurant         | 13 "main street" theme walk | 18 parking                                 |
| 3 retail ~ boutique     | 8 main entry feature |                             |  |
| 4 retail ~ major tenant | 9 street landscaping |                             |  |
| 5 retail ~ food         |                      |                             | 20 drop off feature                        |

# CHARACTER STUDY

"the buildable area" ...  
 "site plan and circulation study" ...  
**multi plex theater**  
 a destination at the ~





a design concept by  
**ARCHIMETRICS**  
DESIGN BUILD STUDIO  
800-883-3888

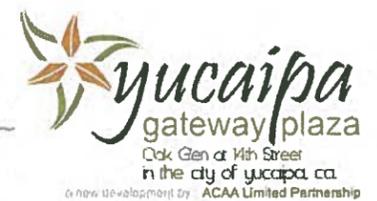
"the overall character" ...  
exhibit 00f  
the **gateway plaza**  
a destination at the ~

 **yucaipa**  
gateway plaza  
Oak Glen at 14th Street  
in the city of yucaipa, ca  
a new development by ACAA Limited Partnership



**Fast Food**  
"the architectural character" ...  
view "S4b2a" exhibit 02a

the  
**gateway plaza**  
a destination at the ~





a design concept by  
**ARCHIMETRICS**  
DESIGN BUILD STUDIO  
800-883-3400

La Quinta  
"the architectural character" ...  
view "2a" exhibit 03a

the gateway plaza  
a destination at the ~

 **yucaipa**  
gateway plaza  
Oak Glen at 14th Street  
in the city of yucaipa, ca.  
a new development by ACAA Limited Partnership



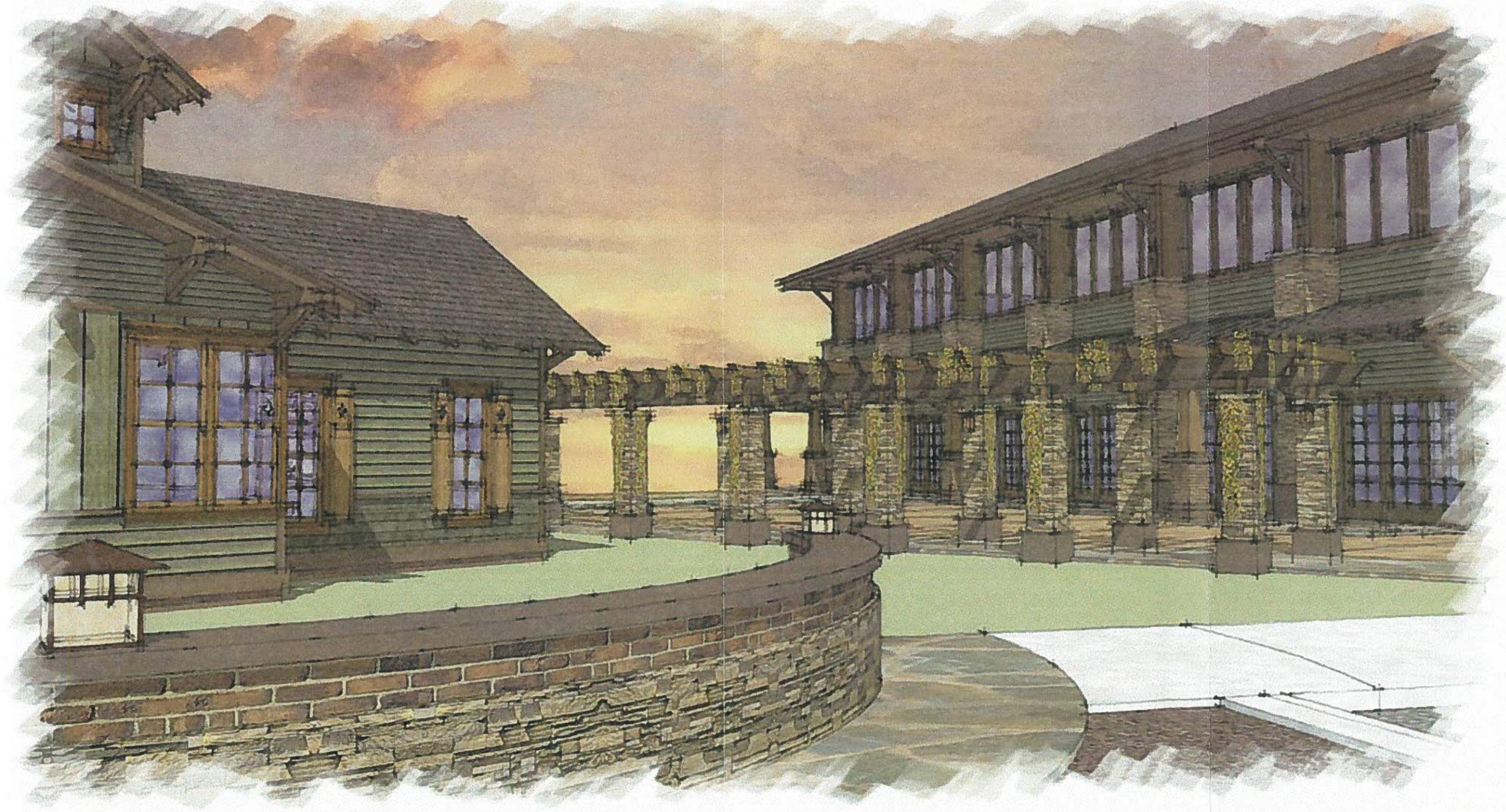
FOR :

REVISIONS	
CONSTR.	
BID	
PLAN CHECK	
DRAWN	
JOB NO.	
SHEET NAME	



SITE PLAN SCALE 1" = 30.00' 1

SHEET NO. 1.0 2



"the architectural character"...

...view "S8a"



# yucaipa heritage hall

a new community improvement at ... at 5th street and peach tree rd. in the city of yucaipa, ca.



"the site"...



"the building character"...



“the building character”...



"the building character"...



"the building character"...



CITY OF LOMA LINDA  
APPLICATION  
APPOINTMENT TO PLANNING COMMISSION

ALL APPLICANTS MUST BE RESIDENTS AND REGISTERED VOTERS WITHIN THE CITY OF LOMA LINDA  
PLANNING COMMISSIONERS ARE REQUIRED TO FILE A STATEMENT OF ECONOMIC INTERESTS  
PURSUANT TO THE POLITICAL REFORM ACT OF 1974

Applications must be returned by 5:00 p.m. Thursday, September 26, 2013	City Clerk's Office 25541 Barton Road Loma Linda, CA 92354
---	--

Name: Rania Elbanna Home Phone: 909-799-1092

Home Address: 11678 Caldly Ave Years resided at address: 10 Years

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

If yes, give previous address: 1844 S. Elm Ave.

Employer: Self-Employed

Employer Address: 11678 Caldly Ave Employer Phone: 909-648-7687

Occupation: Executive & Administrative Consulting How Long: 3 years

Education (Highest Grade Completed): B.S. in Business Management

Licenses or special certificates held: \_\_\_\_\_

Name, location of Colleges/Universities Attended	Major	Degree	Last Year Attended
SDSU - San Diego State University	Business Management	BS	1996
Grossmont Community College	Business Administration	AS	1994
Concord Law School * Finished One year only	Law Degree		2006

Have you ever been convicted of any crime or violation of any law or statute other than minor traffic violations?

Yes \_\_\_\_\_ No  (If yes, please attach a separate sheet of explanation.)

Prior or Current Civic Experience (Include Membership in Professional, charitable or community organizations)	Office Held (if any)	Dates of Membership
<u>Elbanna-Peled Foundation a nonprofit humanitarian public benefit corp.</u>	<u>Board Member</u>	<u>5/2006</u>
<u>ICCR a nonprofit religious corporation in Loma Linda</u>	<u>Treasurer / Building Committee</u>	<u>5/2012</u>
<u>MLFA a nonprofit civil liberties corporation, California Division</u>	<u>Advisory Board</u>	<u>4/2013</u>
<u>NAAMA Auxiliary a nonprofit, nonpolitical, educational and humanitarian</u>	<u>National Treasurer</u>	<u>9/2013</u>

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.

  
 Signature of Applicant

**1. Please describe your interest and background in planning and development:**

As a resident of Loma Linda for the past 14 years I am interested in assisting with the regional planning of our city. I am interested in improving the welfare of our residents and business developments. The city of Loma Linda should be creating more convenient, healthy, efficient and attractive place to live in now and for our future generations. Further, I am interested in improving the safety and security of our city.

My background is in business management and government contracting with the State of California. I am confident that my past experiences and skills are of great value to the planning and development of the city of Loma Linda.

**2. What do you see as your role within city of government if appointed to the Planning Commission?**

I see my role within the city of Loma Linda Planning Commission as a team player that will be able to research, evaluate and provide good recommendations. My role will be also to consult and advise the city council and the public on issues related to the development and growth of Loma Linda.

**3. Looking ten years into the future, what is your vision of Loma Linda?**

My vision of the city of Loma Linda in ten years is to be more developed with new parks, schools, upscale homes and new small businesses. At the same time preserving the image of the city by continuing to be the only area in the USA as a Blue Zone. A Blue Zone city is identified by the highest longevity and quality of life.

**4. Provide an example of how you would resolve a situation where your personal viewpoint toward development is in conflict with the overall best interest of the City:**

My personal viewpoints will be shared with planning commission team whenever needed and requested. However as someone who served on many other boards, I believe in the majority votes among voting members. The best interest of the city will be reflected by the viewpoints of the majority.

**5. The design and architecture of a proposed development may not suit your personal taste and type of development or land use may be contrary to your lifestyle views of opinion. How would you review that project objectively?**

Reviewing any project objectively is a very important factor to determine who serve on the Planning Commission team. I believe that my involvement with the city of Loma Linda as a Planning Commissioner will bring the balance and diversity to the group. One of the main reasons I thought of joining the Planning Commission is to insure that proposed projects are viewed objectively. My review of any project will be done as a group effort that will involve us learning the values, resources and objectives of any proposed project.

**6. What local city (ies) do you admire and believe Loma Linda should emulate and why? What steps should Loma Linda take to become more like these cities?**

I admire the city of Redlands in many different ways. The following are examples of my admiration of the city of Redlands:

- a. The city has a sense of pride in its architectural structures. Personally, I admire the historical mansions and the residential homes that have historical appearance.
- b. The city has a welcoming impression with its own uniqueness.
- c. The city has great business atmosphere. It has many specialty shops and restaurants with outdoor patios that provide a welcoming family-friendly, social atmosphere.
- d. Lastly, in the past I was impressed with the customer service I received when with the City Hall personnel. On two occasions, I sent the city hall thank you letters due to their exceptional services.

The city of Loma Linda should consider the following:

- a. Open up to the surrounding community by establishing appealing businesses that will bring quality visitors to the city.
- b. Developing the commercial zoned lands into an income producing business that will boost the economy for the city.
- c. Developing more quality residential homes that will cater to the working employees of the LLUMC. Many doctors are forced to move into Redlands seeking nicer homes since Loma Linda has very small inventory of new upscale homes.

**7. What abilities do you feel you have that would allow you to work as a member of Planning Commission team, Even though you may not always agree with other commissioners on important development issues?**

The following are some of the skills that I can bring to Planning Commission team:

- a. The ability to effectively address challenges that arise in disputes, investigations, regulatory compliance, procurement, financial issues.
- b. The ability to interact with all levels of individuals in a fast paced environment, under pressure, remaining flexible, proactive, resourceful and efficient, with a high level of professionalism.
- c. Provide high level of written and verbal communication skills, strong decision making ability and attention to details.

## **Traffic Advisory Committee**

<b>Number of Members:</b>	<b>Ten: 4 appointed at large; 6 representing staff and various institutions noted below.</b>
<b>Term:</b>	<b>Four Years</b>
<b>FPPC Filing:</b>	<b>Not Required</b>
<b>Chairman:</b>	<b>Art Walls</b>
<b>Meeting Schedule:</b>	<b>First Thursday of the month on an as-needed basis</b>
<b>Terms Expiring 2014:</b>	<b>Jerry Nelson (appointed July 2008)</b>
<b>Vacancies:</b>	<b>None</b>
<b>Other Members:</b>	<b>Don Bender (appointed February 1989) Art Walls (appointed July 2004) Michael Stewart (at large member appointed June 2005) Bill Arnold (LL Academy Representative) Jim O'Neill (Bryn Mawr School Representative) Dominic Reichmuth (Manager of Transportation LLUMC) San Bernardino County Sheriff's Dept. Director of Public Works Fire Marshall</b>
<b>Vacancies:</b>	<b>None</b>
<b>Applications on File:</b>	<b>None</b>
<b>Comments:</b>	<b>Mr. Nelson has expressed a willingness to continue to serve.</b>
<b>Recommendation:</b>	<b>Appoint one member to the Traffic Advisory Committee</b>

## **Trails Development Committee**

<b>Number of Members:</b>	Eleven
<b>Term:</b>	Three Years
<b>FPPC Filing:</b>	Not Required
<b>Chairman:</b>	Jim Walling (Appointed July 2002)
<b>Meeting Schedule:</b>	Fourth Thursday of each month
<b>Terms Expiring 2014:</b>	Jan Manahl (Appointed June 2008) Dick Wiley (Appointed August 2006) Douglas Ziprick (Appointed September 2011) Robert Stewart (Appointed September 2008)
<b>Other Committee Members:</b>	Jim Walling (Appointed July 2002) Rhonda Hwang (Appointed June 2009) James Earsom (Appointed August 2012) Susan Israel (Appointed August 2012) Jamie Dupper (Appointed August 2012) Victor J. Miller (appointed September 2004) Jeanne Wiesseman (Appointed July 2002)
<b>Vacancies:</b>	One.
<b>Applications on File:</b>	None.
<b>Comments:</b>	Jan Manahl has declined re-appointment consideration.  Dick Wiley, Douglas Ziprick and Robert Stewart have expressed interest in continuing to serve.
<b>Recommendation:</b>	a. Appoint four (4) members to the Trails Committee for three-year terms or.  b. Reduce number of committee members to 10 or  c. Declare a vacancy and direct the Clerk to advertise.



# City of Loma Linda

25541 Barton Road, Loma Linda, California 92354-3160 • (909) 799-2800 • FAX (909) 799-2890

Sister Cities: Manipal, Karnataka, India – Libertador San Martin, Argentina • [www.lomalinda-ca.gov](http://www.lomalinda-ca.gov)

## LOCAL APPOINTMENTS LIST

**PLEASE TAKE NOTICE** that pursuant to Government Code Sections 54970 et seq., the following is a list of regular and ongoing boards, commissions, and committees which are appointed by the City Council of the City of Loma Linda, including a list of all appointive terms which will expire during calendar year 2014, the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position. Also listed are the vacancies noticed and not filled due to insufficient applications.

**APPLICATIONS** to serve on the committees/commissions listed below may be obtained from the City Clerk or the City's Website: [www.lomalinda-ca.gov](http://www.lomalinda-ca.gov) and submitted to the City Clerk, City of Loma Linda 25541 Barton Road, Loma Linda, CA 92354. Resumes are encouraged.

**COMMITTEE APPOINTMENTS** for vacancies will be scheduled as soon as sufficient applications are received; those appointive terms expiring June 30, 2014 are scheduled for the City Council meeting of June 10, 2014.

## BUDGET COMMITTEE

Vacancies: None

Terms Expiring June 30, 2014:

<u>Name</u>	<u>Appointed/Re-appointed</u>
Kevin Fischer	6/11/2013

The Budget Committee is comprised of seven (7) members who serve four-year terms. The Committee reviews the proposals of City staff and prepares recommendations to the City Council of how best to allocate the limited resources of the City to the various municipal services. The City Manager and Finance Director/Treasurer are the City's staff liaison members, although all Department Heads participate. The Committee meets on an as-needed basis at 6:30 p.m. in the Community Room of the Civic Center.

## HISTORICAL COMMISSION

Vacancies: None

Terms Expiring June 30, 2014:

<u>Name</u>	<u>Appointed/Re-appointed</u>
William B. Coffman	8/13/1994; 8/10/1999; 5/28/2002; 8/22/2006; 8/24/2010
Betty Stark	8/22/2006; 8/24/2010

The Historical Commission consists of nine (9) members who serve four-year terms. The Commission prepares recommendations to the City Council pertaining to buildings and sites in the City of historical significance to further preserve the history of the City. An historical preservation ordinance has been

adopted by the City Council and the Commission is working on various aspects of the ordinance for implementation. A Historic District has been established.

The Director of Community Development is the City's staff liaison member. The Commission normally meets bi-monthly on the first Monday of the month at 5:30 p.m. in the Community Room of the Civic Center. Commission Members are required to file a Statement of Economic Interests pursuant to the City's adopted Conflict of Interest Code as mandated by the Political Reform Act and enforced by the Fair Political Practices Commission (FPPC). Statements of Economic Interest are public records.

### **PARKS, RECREATION, BEAUTIFICATION COMMITTEE**

Vacancies: None.

Terms Expiring June 30, 2014:

<u>Name</u>	<u>Appointed/Re-appointed</u>
Dick Wiley	6/25/1991; 12/13/1994; 8/10/1999; 5/28/2002; 6/14/2005; 7/22/2008; 6/28/2011

The Parks, Recreation & Beautification Committee consists of six (6) members who serve three-year terms. The Committee reviews the City's present Parks and Recreation Element of the General Plan for recommending possible changes to the City Council; prepares recommendations pertaining to upgrading existing parks, acquiring additional park land, development of a trails system, the application of various grant moneys and establishing the parameters of a beautification program. The Director of Public Works is the City's liaison staff member. The Committee normally meets bi-monthly on the second Monday of the month at 6:30 p.m. in the Community Room of the Civic Center.

### **PERSONNEL BOARD**

Vacancies: None.

Terms Expiring June 30, 2014:

<u>Name</u>	<u>Appointed/Re-appointed</u>
Ronald Oh	7/23/2002; 6/22/2004; 8/22/2006; 7/22/2008; 8/24/2010; 7/10/2012

The Personnel Board is comprised of three (3) members who serve two-year terms, two appointed by the City Council and one appointed by the two Board Members. The duties and powers of the Board are to hear and decide Administrative Review Appeals and Grievance Appeals as prescribed by the Personnel Rules and Regulations. Meetings are on an as-needed basis. The City Manager as Personnel Director is the City's staff liaison member.

### **PLANNING COMMISSION**

Vacancies: None.

Terms Expiring June 30, 2014

<u>Name</u>	<u>Appointed/Re-appointed</u>
John S. Nichols	7/22/2008; 6/28/2011
Miguel Rojas	7/22/2008; 6/28/2011

The Planning Commission is comprised of five (5) members who serve three-year terms. The Commission acts as a consulting and advisory board to the City Council, makes investigations and recommendations in

an advisory capacity, either upon its own initiative or upon the request of either the City Staff or the City Council, of matters pertaining to growth, development and beautification of the City, including: subdivisions, street closures and street vacations, zoning text amendments and interpretations, annexation proceedings, development agreements, specific plans, general plan amendments, zone changes, variances, conditional use permits, parcel maps, zoning text interpretations, waivers, master sign plans, precise plans of design.

The Commission meets on the first Wednesday, and may also meet on the third Wednesday of each month at 7:00 p.m., in the City Council Chamber. Commission members are required to file a Statement of Economic Interests pursuant to the City's adopted Conflict of Interest Code as mandated by the Political Reform Act and enforced by the Fair Political Practices Commission (FPPC). Statements of Economic Interest are public records.

### **TRAFFIC ADVISORY COMMITTEE**

Vacancies: None.

Terms Expiring June 30, 2014:

<u>Name</u>	<u>Appointed/Re-appointed</u>
Jerry Nelson	7/22/08; 8/24/2010

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. Committee members serve four-year terms. The task of the Committee is to review requests of citizens, staff, institutions and City Council pertaining to traffic safety items and subsequently submit recommendations to the City Council for consideration. The Associate Engineer is the City's staff liaison member. Meetings are held on a bi-monthly basis on the first Thursday at 6:00 p.m. in the Community Room of the Civic Center.

### **TRAILS DEVELOPMENT COMMITTEE**

Vacancies: None

Terms Expiring June 30, 2014:

<u>Name</u>	<u>Appointed/Re-appointed</u>
Dick Wiley	8/22/2006; 7/22/2008; 6/28/2011
Jan Manahl	6/24/2008; 6/28/2011
Robert Stewart	9/9/2008; 6/28/2011
Douglas Ziprick	9/27/2011

The Trails Development Committee is comprised of 11 members who serve staggered three-year terms. The tasks of the Committee include identifying and addressing trail related issues relating to the Transportation/Circulation, Conservation and Open Space, and Parks and Recreation Elements of the General Plan. The Director of Public Works is the City's liaison staff member. The Committee normally meets on the fourth Thursday of each month at 6:00 p.m. in the Community Room of the Civic Center.

December 17, 2013



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014

TO: City Council

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

FROM: Pamela Byrnes-O'Camb, City Clerk *PBO*

SUBJECT: City Council Liaison to Committees

- a. Audit Committee
- b. Budget Committee
- c. Historical Commission
- d. LLCCP
- e. Parks, Recreation, Beautification
- f. Traffic Advisory Committee
- g. Trails Development Committee

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## BACKGROUND

In 2008, City Council considered and approved the appointment of its members to function as liaisons to the various City 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. The Budget Committee was later 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 agenda 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 City Council liaisons are currently as follows:

- |   |                               |
|---|-------------------------------|
| Audit Committee   | Councilmen Rigsby and Popescu |
| Budget Committee<br>(Meets on an as-needed basis; more regularly during budget preparation; 6:30 p.m. Wednesdays in the Community Room)       | Councilmen Rigsby and Popescu |
| Historical Commission<br>(Meets first Monday of the Month; 5:30 p.m., Community Room)   | Councilman Rigsby             |
| Loma Linda Connected Community<br>(Meets last Thursday, Jan, March, May, July, September, November; 12:00 p.m., Public Works Conference Room) | Councilman Rigsby             |

**Parks, Recreation, Beautification Committee**                      **Councilman Dailey**  
**(Meets second Monday of each month, 6:00 p.m., Community Room)**

**Traffic Advisory Committee**    **Councilman Rigsby**  
**(Meets bi-monthly on the first Thursday of the month at 6:00 p.m. in the Community Room)**

**Trails Development Committee**    **Councilman Dupper**  
**(Meets the fourth Thursday of each month; 6:00 p.m. in the Community Room)**



# City of Loma Linda Official Report

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

COUNCIL AGENDA: June 24, 2014

TO: City Council

SUBJECT: Designation of Voting Delegates and Alternates for League of California Cities  
Annual Conference – September 3-5, Los Angeles

Approved/Continued/Denied By City Council Date _____
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1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

**Council Action Advised by July 31, 2014**

May 1, 2014

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – September 3 - 5, Los Angeles**

The League's 2014 Annual Conference is scheduled for September 3 - 5 in Los Angeles. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 5, at the Los Angeles Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 15, 2014. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

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Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Los Angeles Convention Center, will be open at the following times: Wednesday, September 3, 9:00 a.m. – 5:30 p.m.; Thursday, September 4, 7:00 a.m. – 4:00 p.m.; and Friday, September 5, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 15. If you have questions, please call Karen Durham at (916) 658-8262.

**Attachments:**

- 2014 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



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## **Annual Conference Voting Procedures 2014 Annual Conference**

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.