

CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING OF FEBRUARY 12, 2019

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, February 12, 2019 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.*

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

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

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

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

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

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

Agenda item requests for the March 12, 2019 meeting must be submitted in writing to the City Clerk no later than Noon, Thursday, February 26, 2019.

A. Call To Order

B. Roll Call

C. Closed Session

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

E. Items To Be Added Or Deleted

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

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

H. **Scheduled and Related Items**

1. **Presentation** - Jackie Neff, in recognition of 20 years as a Citizen Patrol volunteer [**Sheriff**]
2. **Proclamation** - Recognition of the In-Home Care Provider Workforce and their Contributions to the Local Community [**Mayor**]
3. **Public Hearing** - Community Development Block Grant (CDBG) Project prioritization for Fiscal Year 2019 - 2020 [**Public Works**]
4. **Public Hearing – Council Bill #R-2019-04** – Determine the cost related to the Fall 2018 Weed Abatement Program [**Fire Department**]

I. **Consent Calendar**

- 5 Demands Register
- 6 Minutes of December 11 & 18, 2018
- 7 December 2018 Treasurer’s Report
- 8 November and December 2018 and January 2019 Fire Department Reports
- 9 Accept as complete and authorize recordation for: [**Public Works**]
 - a. Pavement Rehabilitation at Various Locations (CIP 18-183)
 - b. Construction of Sidewalks at Various Locations. (CIP 18-184)
 - c. Pavement Rehabilitation at Starr Street, Hillcrest Street and Richardson Street (CIP 18-185)
 - d. Cottonwood Park Improvements (CIP 18-735)
10. Appropriate \$23,000 to Street Maintenance account (01-3200) for salary and benefits for an additional Field Maintenance Technician I [**Public Works**]
11. Council Bill #R-2019-06 Approving a tentative parcel map waiver and approving Final Parcel Map No. 20075 (north side of Redlands Blvd., west of Richardson Street) [**Public Works**]
12. Accept donation of smoke/carbon monoxide detectors and authorize distribution by the Fire Department [**City Clerk/Fire Department**]

J. **Old Business**

13. Council Bill #O-2019-01 - (Second Reading/Roll Call Vote) Modifying Wastewater Rates to reflect the increase in the City of Loma Linda for operation of the Sewer Collection System within the City effective March 14, 2019 through January 1, 2024 and repealing Ordinance No. 728 [**Public Works**]
14. Council Bill #O-2019-02 - (Second Reading/Roll Call Vote) Modifying Water Rates Effective March 14, 2019 through January 1, 2024 and repealing Ordinance No. 717 [**Public Works**]

K. **New Business**

15. Accept with regret the resignations of:
 - a. James Shipp from the Loma Linda Historical Commission [**Assistant City Manager**]
 - b. Suzy Israel from the Trails Development Committee [**Public Works**]Declare vacancies and provide direction to staff regarding filling those vacancies

16. **Joint Meeting** of the City Council and Housing Authority pertaining to the sale of 25450 Sonora Loop and approving a Homebuyer Loan Agreement (25450 Sonora Loop) [**City Clerk**]
 - a. LLHA Bill #R-2019-01 - Approving A Homebuyer Loan Agreement with Wendi K. Lopez
 - b. Council Bill #R-2019-05 - Approving certain actions to be taken in connection with implementation of a Homebuyer Loan Agreement by and between The Loma Linda Housing Authority and Wendi K. Lopez

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

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

17. Update regarding the Frink Adobe [**City Manager**]

N. **Adjournment** - *in honor and memory of Colin Dailey, son of Councilman Ron Dailey and Chad Sparrow, brother-in-law of Councilman Phill Dupper.*

Next regular meeting scheduled for February 26, 2019 @ 7:00 p.m.



CITY OF LOMA LINDA, CA

PROCLAMATION

*Recognizing the In-Home Care Provider Workforce
and Their Contribution to the Local Community*

***Whereas,** In-Home Supportive Services (IHSS) workers residing in Loma Linda, along with other IHSS providers across San Bernardino County, deliver quality home care to more than 31,000 of our most vulnerable county residents, including low-income seniors and adults and children with disabilities, allowing them to receive quality personal care in the comfort of their own home, and*

***Whereas,** the selfless work of home care workers often goes unappreciated and unnoticed as these dedicated professionals and volunteers form a support network that continues to play a vital role in health care delivery for our nation's disabled, infirm and aging population; and*

***Whereas,** the number of residents requiring in-home care will increase in San Bernardino County as our population of those 60 years and older doubles to over 550,000 by 2030, and in order to meet the future demands of caregiving, we must ensure the recruitment and retention of quality caregivers;*

***NOW, THEREFORE,** I, Rhodes Rigsby, Mayor of the City of Loma Linda, on behalf of the entire City Council, do hereby proclaim that the City of Loma Linda recognizes the essential work and contributions the in-home care provider workforce brings to our and encourage the support and participation of all citizens in learning more about the home care and hospice concepts of care.*

***SIGNED** this 12^h day of February 2019.*

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019

TO: City Council

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

SUBJECT: Community Development Block Grant (CDBG) Project
Prioritization for Fiscal Year 2019-2020.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council approve the proposed projects and fund allocations for the FY 2019-20 CDBG program as follows:

San Bernardino County Library	\$ 10,000
Inland Temporary Homes	\$ 10,000
Family Service Association dba FSA	\$ 10,000
Public Service Activities Total	\$ 30,000

<u>Shepardson Drive from Mound Street to Benton Street; Richmond Road from Prospect Avenue to Shepardson Street; Poplar Street from Prospect Avenue to Shepardson Street; and La Mar Street from Mound Street to Richmond Road Pavement rehabilitation project</u>	\$ 111,139
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FY 2019-20 Allocation Total \$ 141,139

BACKGROUND:

The County of San Bernardino, which administers the local CDBG Program, calculated the estimated allocation. The calculation includes the Census 2015 poverty and overcrowded housing counts in addition to the population estimates. The County has submitted a list of public service projects (see attached), which identify benefits to the City. The City has been tasked with much of the administrative duties previously handled by the County.

Public service projects must be adequately funded to provide a new service or a quantifiable increase in the present level of service. The three projects recommended for

funding have been approved by the County. These same project have received City support in the past.

ANALYSIS:

Public Service Projects

Three (3) public service project proposals were screened by the San Bernardino County Economic Development Agency and forwarded to the City for consideration. The San Bernardino County Library, Loma Linda Branch, will be one of the recommended beneficiaries of this grant. FSA is another recommended recipient and current vendor providing lunch meals at the Loma Linda Senior Center. They have been providing this service for the last 4 1/2 years. Inland Temporary Homes have provided their services for many years along with City support. Please refer to the attached sheet for the list of projects requesting funds from Loma Linda.

Construction Improvement Projects

Pavement rehabilitation of Shepardson Drive from Mound Street to Benton Street; Richmond Road from Prospect Avenue to Shepardson Street; Poplar Street from Prospect Avenue to Shepardson Street; and La Mar Street from Mound Street to Richmond Road is proposed as the public construction improvement project.

Attachment: Fiscal Year 2019-20 CDBG Proposals.

I:\Public Works Admin\Staff Reports\CDBG\CDBG Priority FY 19-20.doc

Application Number	City	Applicant	Project Title	Project Description	Community & Request Amount	Eligible: Yes / No
LOMA19CN-019	Loma Linda	City of Loma Linda T. Jarb Thaipr, City Manager/Public Works Director 25541 Barton Road Loma Linda, CA 92354 (909) 799-4400	Loma Linda: Street Improvements - Richmond Rd., Popular St, Shepardson Dr. and La Mar Street	Construction Project - The City of Loma Linda will provide construction management to provide street improvements that are in a predominately L/M income neighborhood. Approximately 570 people who live in the area will benefit from this project.	Loma Linda \$250,000 Total \$250,000	Eligible Construction Project - This project is a street improvement project and will benefit residents within primarily low income residential neighborhoods. The general rule is that the primarily residential area must have at least 51% L/M income residents. Below are the neighborhood streets that are eligible and also listed below are the ineligible streets listed in the application that do not qualify and must be excluded from the proposed project. Eligible Locations: Richmont Road between Shepardson Drive to Prospect Avenue; Popular Street between Shepardson Drive to Prospect Avenue; Shepardson Drive between Mound Street and Belaire Street; and La Mar Street between Mound Street and Richmond Road. Ineligible Location: Parkland Street between Academy Drive to the south end as it is zoned as Institutional-Health Care and not primarily residential in nature. City General Fund (\$20,000) will be used to pay for Architectural and Engineering services. Yes
LOMA19PS-009	Loma Linda	San Bernardino County Library Michael Jimenez, County Librarian (909) 387-2258 777 E. Rialto Avenue San Bernardino CA 92415-0770	Loma Linda: Literacy Program	Public Service - The County Library through the Loma Linda Branch Literacy Program will provide approximately 42 low-to moderate-income residents of Loma Linda and surrounding area with access to individualized tutoring and one-on-one literacy instructions. Literacy services are provided free of charge to all participants enrolled in the program.	Loma Linda \$10,000 Total \$10,000	Continuing Eligible Public Service - Services are limited to low- and moderate-income clients and requires documentation of at least 51% of the clients are low- to moderate-income. Client eligibility (for all clients including illiterate adults) must be evidenced by documentation and data concerning beneficiary family size and income. This activity was funded in previous years (less than 12 months) and is a continuing activity. Therefore a quantifiable increase in the level of service is required. provided or persons served by the program is required in order to be eligible for CDBG funding. CDBG funds will be used to pay for personnel services. Time cards signed by the employee and approved by their immediate supervisor must be maintained in the project file. Time cards must demonstrate actual hours Services are provided by San Bernardino County Library Department staff and volunteers. Project Address: Loma Linda Branch Library - 25581 Barton Rd, Loma Linda, CA 92354 Yes
LOMA19PS-034	Loma Linda	Family Service Association Veronica Dover, Chief Operating Operator (951) 686-1096 21250 Box Springs Rd, Suite 212 Moreno Valley, CA 92557	Loma Linda: Senior Nutrition Program - Family Service Association	Public Service - FSA under contract with the City of Loma Linda will provide the Senior Nutrition program which will provide nutritious meals to senior citizens 60 years or older in a congregate setting. Home-delivered meals are also available to eligible home-bound seniors. CDBG funds will be used to for personal costs and consumable supplies. This program will serve approximately 15 people.	Loma Linda \$10,000 Total \$10,000	Continuing Eligible Public Service - This public service activity is limited to a specific group of people (senior citizens, age 62 and older), at least 51% of whom are L/M persons. Therefore, not all persons of the geographic area are eligible for service. Agency providing service must maintain documentation on family size and income so that it is evident that at least 51% of the clientele are persons whose family income does not exceed the L/M income limit or the activity must be of such a nature and in such a location that it may reasonably be concluded that the activity's clientele is of low or moderate income. [24 CFR 570.208(a)(2)(i)(A)]. This activity was funded in previous years (less than 12 months) and is a continuing activity. Therefore a quantifiable increase in the level of service is required. provided or persons served by the program is required in order to be eligible for CDBG funding. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Funds leveraged with Department of Aging funds and program donations. Location: City of Loma Linda Senior Center - 25571 Barton Road, Loma Linda, CA 92354 Yes
LOMA19PS-044	Loma Linda	Inland Temporary Homes Jeff Little, CEO (909) 796-6381 26300 Mission Road Loma Linda, CA 92354	Loma Linda: Rapid Re-Housing Options for Individuals and Families - Inland Temporary Homes	Public Service - Inland Temporary Homes under contract with the City of Loma Linda will provide the Rapid Re-Housing Options Program which will house homeless individuals and families as quickly as possible, while providing the essential wrap-around supportive services to ensure long-term success. CDBG funds will be used to for personal costs. This program will serve approximately 20 people.	Loma Linda \$10,000 Total \$10,000	Continuing Eligible Public Service - This program benefits a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers. This activity was funded in previous years (less than 12 months) and is a continuing activity. Therefore a quantifiable increase in the level of service is required. provided or persons served by the program is required in order to be eligible for CDBG funding. Clientele referred to program by the Inland Empire United Way - Coordinated Entry System. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Funds leveraged with Inland Empire United Way, HUD Continuum of Care IH RRR and EFSP Program funds, foundations and private donations. Location: 25964 Mission Road #A, Loma Linda, CA 92354. Yes



City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: February 12, 2019

TO: City Council

FROM: Dan Harker, Acting Fire Chief *DA*

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Fall 2018 Weed Abatement Program

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council: Receive the report of the **Fall 2018 Weed Abatement Program**, approve the report and accounting of costs, and adopt the accompanying Resolution establishing liens and assessments on the properties.

BACKGROUND

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

ANALYSIS

The Fall 2018 Weed Abatement program began on **September 24, 2018** with an initial inspection of approximately 435 parcels. Pursuant to Sections 104.5 of the International Fire Code, 233 Notices to Clean Property, Exhibit "A", were sent by regular mail on **September 27, 2018** to the **OWNER OF RECORD** as provided by the County Assessor's office. Follow-up inspections began on **October 29, 2018**. If abatement had not been accomplished, or if arrangements for a time extension had not been made with this office, the parcel was placed on an abatement list which was given to a City contractor for initiation of the abatement work. Combustible vegetation/fire hazards were abated by the City contractor on **25 parcels**.

On **December 26, 2018** invoices (See Exhibit "B") specifying the cost of the work performed by the contractor, plus the City's administrative fee, were mailed to the **OWNER OF RECORD** for each parcel giving them the opportunity to make payment of the bill by **February 12, 2019**. Parcels abated by the City contractor and which **remain un-paid** are listed on Exhibit "C". Upon completion and documentation of the abatement work payment was made to the contractor by the City.

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

Subsequent to the **February 12, 2019** Hearing and Council action, the Report of Costs, with accompanying Resolution (see attached), will be forwarded to the Property Tax Division of the San Bernardino County Auditor/Controller-Recorder for collection as assessments and or liens against the property.

ENVIRONMENTAL

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

FINANCIAL IMPACT

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

ATTACHMENTS:

Exhibit A: Sample Notice to Clean Property

Exhibit B: Sample Invoice

Exhibit C: List of Un-Paid Invoices

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



Loma Linda Fire Department

FIRE PREVENTION BUREAU

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

NOTICE TO CLEAN PROPERTY

9/27/2018

Parcel Number:
Location

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

NOTES:

Any weeds or other fire hazards as listed above on this property must be removed or abated in an acceptable manner by **October 14, 2018**. Failure to remove or abate by this date will be cause for the City of Loma Linda or it's designated contractor to enter onto the property to accomplish the abatement. In addition to the costs for cleaning, you will also be assessed an administrative fee of 70% of the cost of the work or \$100, whichever is greater. Failure to pay all charges will cause a tax assessment and lien to be placed against the property.

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

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

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

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

Tim Bradfield
Fire Marshal

By: *Tom Ingalls*
Tom Ingalls
Fire Prevention Inspector

EXHIBIT A



City of Loma Linda

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

Sister City – Manipal, Karnataka, India

INVOICE

December 20, 2018

Parcel Number:

Location:

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

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

Abatement Cost:	\$2,955.00
Administrative Charges:	\$2,068.50
Total Due:	\$5,023.50

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

Payment must be received by **February 12, 2019 at 5:00 p.m.** after which time a Public Hearing will be conducted to hear a Report of Cost. The Public Hearing is scheduled for **February 13, 2019 at 7:00 p.m.** at the City of Loma Linda Council Chambers, 25541 Barton Road, at which time Total Charges will be placed as assessments and or liens against the above real property.

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

Tim Bradfield
Fire Marshal

By:

Tom Ingalls

Tom Ingalls
Fire Prevention Inspector

EXHIBIT B

Fall 2018
 OUTSTANDING WEED INVOICES

INV #	APN	OWNER	AddressofRecord	contractorc ost	AdminFe es	TOTAL	DateOrdered	DateAbated
18053	029304148	Hou, Qingming	195 41st Street, Ste 11140 Oakland, Ca	170.00	119.00	289.00	November 8, 2018	28-Nov-18
18055	029310109-10	Western Desert 886, LLC	5109 E La Palma Ave, Ste D Anaheim, Ca 92807	1,740.00	1,218.00	2,958.00	November 8, 2018	28-Nov-18
18054	029304149	Brutus, Elizabeth	2255 Chuilla St Apt 103 Colton, Ca 92324	1,320.00	924.00	2,244.00	November 8, 2018	28-Nov-18
18052	029213206	Reyes, Yolanda	2205 Woodlawn Cir Melbourne, FL 32934	1,010.00	707.00	1,717.00	November 8, 2018	28-Nov-18
18051	029212181	Lin, Tsai C	2026 Turnbull Canyon Hacienda Heights, Ca 91745	2,955.00	2,068.50	5,023.50	November 8, 2018	15-Nov-18
18046	029214139	First Capital Holdings LLC	2042 Business Center Dr. Ste 100 Irvine, Ca 92612	270.00	189.00	459.00	November 8, 2018	12-Nov-18

EXHIBIT C

RESOLUTION NO.

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

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

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

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

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

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

That the cost of the abatement work done or caused to be done by the City as shown on the statement of expenses is hereby ordered to be paid by February 12, 2019; and

That if said costs have not been paid by February 12, 2019, they shall constitute a lien upon the real property against which the nuisance was abated and shall be collected either by a personal civil suit against the person creating, causing or permitting the nuisance, or by a special assessment against the real property; and

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

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

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

PASSED, APPROVED AND ADOPTED this 12th day of February 2019 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Rhodes Rigsby, Mayor

ATTEST:

Barbara Nicholson, City Clerk



City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: February 12, 2019
TO: City Council
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

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

vchlist
01/16/2019 4:59:00PM

Voucher List
CITY OF LOMA LINDA
01-22-2019

Page: 1

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
315249	1/15/2019	004991 TICOR TITLE COMPANY OF CA	2019011500315249		PURCHASE OF JR NOTE TO FACILITAT	17,745.39
					Total :	17,745.39
627535	1/8/2019	005829 LIBERTY MUTUAL INSURANCE CO	217-30-6RET		RETENTION-CONSTRUCTION CONTRA	38,625.63
					Total :	38,625.63
627536	1/8/2019	005244 HHS CONSTRUCTION, INC.	RET58755		CONTRACTUAL SERVICES TO INSTALL	1,507.34
					Total :	1,507.34
627537	1/8/2019	005477 ROSE EQUIPMENT REPAIR INC	IN26261		5 GALLON BUCKET JET SPRAY WASH	143.91
					Total :	143.91
627538	1/8/2019	005455 SOFTWARE ONE	US-PSI-718976	P-0000015268	MICROSOFT CONTRACT RENEWAL	27,967.99
					Total :	27,967.99
627539	1/8/2019	005395 USBANK EQUIPMENT FINANCE	374336022	P-0000015162	PRINTERS LEASE AGREEMENT	2,912.40
					Total :	2,912.40
627540	1/8/2019	000570 LOMA LINDA FIREFIGHTERS ASSN	DEC 2018-STMTS (2)		DUES & TDONATION COLLECTED-DEC	1,224.00
					Total :	1,224.00
627541	1/8/2019	005284 CITY EMPLOYEES ASSOCIATES	DECEMBER 2018 PW		DUES COLLECTED FOR DECEMBER 20	504.00
					Total :	504.00
627542	1/8/2019	005284 CITY EMPLOYEES ASSOCIATES	DECEMBER 2018-PAEA		DUES COLLECTED FOR DECEMBER 20	209.00
					Total :	209.00
627543	1/8/2019	003881 SB CO PROFESSIONAL FIREFIGHTER	DECEMBER 2018		DUES COLLECTED FOR DECEMBER 20	3,617.90
					Total :	3,617.90
627544	1/8/2019	000690 NEW YORK LIFE INSURANCE CO	006924297		LIFE INSURANCE PREMIUM	56.34
					Total :	56.34
627545	1/8/2019	004197 C.A.P.F.	JANUARY BILLING		LONG TERM DISABILITY PREMIUM-JAN	661.50
					Total :	661.50

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Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627546	1/10/2019	004935 DIVISION OF THE STATE ARCHITEC	DSA Oct-Dec 2018		STATE MANDATE FEE-OCT-DEC 2018	486.70
					Total :	486.70
627547	1/10/2019	001232 LOCAL AGENCY INVESTMENT FUND	1593667		DEPOSIT INTO CITY ACOUNT #98-36-46	1,050,000.00
					Total :	1,050,000.00
627548	1/10/2019	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC	36448-36453		PROFESSIONAL/LEGAL SERVICES	2,800.95
					Total :	2,800.95
627549	1/10/2019	004999 ROGERS, ANDERSON, MALODY &, SCOTT, LL	59306	P-0000015408	YEAR-END AUDIT FOR FY 2018	6,000.00
					Total :	6,000.00
627550	1/10/2019	004999 ROGERS, ANDERSON, MALODY &, SCOTT, LL	59472	P-0000015408	YEAR-END AUDIT FOR FY 2018	2,760.00
					Total :	2,760.00
627551	1/10/2019	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	245.00
					Total :	245.00
627552	1/10/2019	000865 SN BERNARDINO CO SHERIFF DEPT	18074	P-0000015149	JANUARY 2019-SHERIFF LAW ENFORC	421,931.00
					Total :	421,931.00
627553	1/10/2019	005256 FLYERS ENERGY, LLC	18-824347	P-0000015009	FUEL	4,188.95
					Total :	4,188.95
627554	1/10/2019	005256 FLYERS ENERGY, LLC	18-823035	P-0000015009	FUEL	2,172.79
					Total :	2,172.79
627555	1/10/2019	001245 SO CALIF EDISON	STMTS-12		ELECTRICITY SERVICE	4,910.52
					Total :	4,910.52
627556	1/10/2019	001245 SO CALIF EDISON	STMTS-2		ELECTRICITY SERVICE	105.71
					Total :	105.71
627557	1/10/2019	001245 SO CALIF EDISON	STMT-1		ELECTRICITY SERVICE	874.97
					Total :	874.97
627558	1/10/2019	001245 SO CALIF EDISON	STMT		ELECTRICITY SERVICE	36.67

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627558	1/10/2019	001245 001245 SO CALIF EDISON	(Continued)			Total : 36.67
627559	1/10/2019	001245 SO CALIF EDISON	STMTS-32		ELECTRICITY SERVICE	5,317.66 Total : 5,317.66
627560	1/10/2019	000451 SITEONE LANDSCAPE SUPPLY, LLC	88497802-001	P-0000015073	IRRIGATION PARTS	758.93 Total : 758.93
627561	1/10/2019	000451 SITEONE LANDSCAPE SUPPLY, LLC	88473311-001	P-0000015073	IRRIGATION SUPPLIES	324.20 Total : 324.20
627562	1/10/2019	000451 SITEONE LANDSCAPE SUPPLY, LLC	88332237-001	P-0000015073	LANDSCAPE MATERIALS	42.08 Total : 42.08
627563	1/10/2019	000451 SITEONE LANDSCAPE SUPPLY, LLC	88462805-001	P-0000015073	WATER HOSE & NOZZLE	118.83 Total : 118.83
627564	1/10/2019	005502 FRONTIER COMMUNICATIONS	STMTS-6		PHONE SERVICE	490.70 Total : 490.70
627565	1/10/2019	000026 VERIZON WIRELESS	9821251943		S.C.A.D.A DATA CARD-LAP TOP	38.01 Total : 38.01
627566	1/10/2019	000026 VERIZON WIRELESS	9821251942		WIRELESS PHONE SERVICE	2,611.65 Total : 2,611.65
627567	1/10/2019	002888 DELTA DENTAL INSURANCE CO	BE003191022		DENTAL INSURANCE PREMIUM-JAN 20	1,283.49 Total : 1,283.49
627568	1/10/2019	001118 DELTA DENTAL OF CALIFORNIA, CLIENT SER	BE003189716		DENTAL INSURANCE PREMIUM-JAN 20	2,738.80 Total : 2,738.80
627569	1/10/2019	001154 VISION SERVICE PLAN - CA	12 121787 0001		VISION INSURANCE PREMIUM-JAN 201	1,135.60 Total : 1,135.60
627570	1/15/2019	000917 ZAHADA K SINGH	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	50.47 Total : 50.47

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627571	1/15/2019	005954 NEOFUNDS	7900 0444 7718 5627		POSTAGE	1,500.00
					Total :	1,500.00
627572	1/15/2019	001841 TRANSWORLD SYSTEMS INC	1948964		COLLECTIONS-VOLLUCCI	103.96
					Total :	103.96
627573	1/15/2019	000265 DIANA DE ANDA	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	50.00
					Total :	50.00
627574	1/15/2019	001280 CARRY HOWARD	REQUEST-DC		DEPENDENT CARE REIMBURSEMENT-	15.75
					Total :	15.75
627575	1/15/2019	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	26.56
					Total :	26.56
627576	1/15/2019	004579 LCA BANK CORPORATION	125258-002	P-0000015135	PW ENG PRINTER - LANIER LW426 ANI	617.41
					Total :	617.41
627577	1/15/2019	000840 CITY OF SAN BERNARDINO	92661-76164	P-0000014987	WATER PURCHASES	525.00
					Total :	525.00
627578	1/15/2019	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	022931	P-0000015079	FILTERS	59.70
					Total :	59.70
627579	1/15/2019	005270 SUPERIOR AUTOMOTIVE WAREHOUSE	022922	P-0000015079	FUEL PUMP	84.05
					Total :	84.05
627580	1/15/2019	005390 CALIFORNIA HIGHWAY ADOPTION CO	918280	P-0000015320	WEED ABATEMENT AT EB MT VIEW OF	1,950.00
					Total :	1,950.00
627581	1/15/2019	005390 CALIFORNIA HIGHWAY ADOPTION CO	918138	P-0000015128	LITTER REMOVAL AT MT. VIEWAVE OF	325.00
					Total :	325.00
627582	1/15/2019	005309 DIRECTV	35649170555	P-0000015183	SATELLITE TV SERVICES FOR EOC	43.79
					Total :	43.79
627583	1/16/2019	000213 TIME WARNER	0212906010519	P-0000015179	TV CABLE SERVICE VARIOUYS LOCATI	50.44

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627583	1/16/2019	000213 000213 TIME WARNER			(Continued)	Total : 50.44
627584	1/16/2019	000840 CITY OF SAN BERNARDINO	92661-90878	P-0000014987	WATER PURCHASES	36.30 Total : 36.30
627585	1/16/2019	005806 INLAND EMPIRE SOCIETY, FOR HUMAN RESC	JAN MEETING		ANNUAL LEGAL UPDATE-REMIT CHECI	50.00 Total : 50.00
627586	1/16/2019	000213 TIME WARNER	0030597010219	P-0000015179	TV CABLE SERVICE VARIOUYS LOCATI	27.19 Total : 27.19
627587	1/16/2019	005436 TAFOYA & ASSOCIATES	2481	P-0000015463	REPAIR FUEL TANK	1,600.00 Total : 1,600.00
627588	1/22/2019	005827 ADAM HALL'S PLANT NURSERY	006577	P-0000014971	LANDSCAPE MATERIALS & SUPPLIES	94.28 Total : 94.28
627589	1/22/2019	001074 ADDICTION MEDICINE CONSLT, INC	12M19	P-0000015477	DOT DRUG & ALCOHOL TESTING PROC	1,800.00 Total : 1,800.00
627590	1/22/2019	000022 ADVANCE REFRIGERATION &, ICE SYSTEMS, 45392			BIN THERMOSTAT UNDER WARRANTY	383.00 Total : 383.00
627591	1/22/2019	005923 ALCORN FENCE COMPANY	05009	P-0000015319	REPLACE DAMAGED GUARD RAIL	7,695.00 Total : 7,695.00
627592	1/22/2019	004554 ALTERNATIVE HOSE, INC	5841874	P-0000014974	PLUMBING MATERIALS	144.65 Total : 144.65
627593	1/22/2019	003867 AMTECH ELEVATOR SERVICE	DVB06705119	P-0000015127	LIBRARY ELEVATOR MAINTENANCE	749.43 Total : 749.43
627594	1/22/2019	003833 ATKINSON, ANDESLOM, LOYA, RUUD, & ROMK 558521		P-0000015273	GENERAL HR LEGAL ISSUES FY 18-19	2,292.16 Total : 2,292.16
627595	1/22/2019	005174 BRENT BILLINGSLEY, AUTOMATED WATER TF 638		P-0000014979	CHLORINE TABLETS FOR WELLS	285.00 Total : 285.00

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627596	1/22/2019	005390 CALIFORNIA HIGHWAY ADOPTION CO	1218138	P-0000015128	LITTER REMOVAL AT MT. VIEW AVE OF	325.00
					Total :	325.00
627597	1/22/2019	005791 CENTURYLINK	76773632	P-0000015176	CITY INTERNET AND VOIP	301.68
					Total :	301.68
627598	1/22/2019	004060 CLEAN SPORT	45678	P-0000014989	SANITATION SUPPLIES	121.37
					Total :	121.37
627599	1/22/2019	000160 CLEAN STREET, INC	92596	P-0000015154	STREET SWEEPING SERVICES	3,767.77
					Total :	3,767.77
627600	1/22/2019	002118 CONFIRE JPA	2019033	P-0000015112	CONFIRE SERVICES FOR FY 2019	71,276.48
					Total :	71,276.48
627601	1/22/2019	002309 CONSOLIDATED ELECTRIC DIST-SB	6903-409718 6903-410761	P-0000014992 P-0000014992	ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES	38.01 171.23
					Total :	209.24
627602	1/22/2019	002083 CORONA CLAY COMPANY,INC.	10713	P-0000015454	CLAY FOR BASEBALL FIELDS	2,605.00
					Total :	2,605.00
627603	1/22/2019	000236 COSTCO WHOLESALE	47812204113	P-0000014993	WAREHOUSE GROCERY	382.78
					Total :	382.78
627604	1/22/2019	001173 COUNTY OF SAN BERNARDINO, DEPT OF INF	23006	P-0000014994	PAGER MONITORING SERVICES	13.71
					Total :	13.71
627605	1/22/2019	005964 EMBROIDERY 4 U	2904		EMBROIDER LOMA LINDA LOGO ON W	48.00
					Total :	48.00
627606	1/22/2019	005966 EVERARDO VILLALOBOS	1		REFUND FOR OVERPAYMENT RECEIVI	24.00
					Total :	24.00
627607	1/22/2019	000325 EWING IRRIGATION PRODUCTS	6698578	P-0000015005	6 INCH STAPLES	31.35
					Total :	31.35
627608	1/22/2019	000336 FEDEX	6-420-65469	P-0000015007	COURIER SERVICE	28.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627608	1/22/2019	000336 000336 FEDEX	(Continued)			Total : 28.34
627609	1/22/2019	005256 FLYERS ENERGY, LLC	19-831528	P-0000015009	FUEL	1,018.11 Total : 1,018.11
627610	1/22/2019	005502 FRONTIER COMMUNICATIONS	STMT STMT-1		PHONE SERVICE PHONE SERVICE	81.02 113.99 Total : 195.01
627611	1/22/2019	005255 GOPHER PATROL	326051 330474 330665 330666 330777 330779 330781 331896	P-0000015210 P-0000015210 P-0000015210 P-0000015210 P-0000015210 P-0000015210 P-0000015210 P-0000015276	GOPHER PATROL SRVS AT CITY PARKS GOPHER PATROL SRVS AT CITY PARKS GOPHER PATROL SRVS AT CITY PARKS GOPHER PATROL SRVS AT CITY PARKS GOPHER PATROL SRVS AT CITY PARKS GOPHER PATROL SRVS AT CITY PARKS GOPHER PATROL SRVS AT CITY PARKS GOPHER CONTROL SRVS AT COTTON	140.50 290.00 140.50 295.00 245.00 120.00 275.00 180.00 Total : 1,686.00
627612	1/22/2019	000389 GRAINGER, INC	9036298561	P-0000015012	INDUSTRIAL SUPPLIES	159.86 Total : 159.86
627613	1/22/2019	001741 GREG DESMET	55106287810277732623		REIMBURSEMENT FOR WORK BOOTS	53.69 Total : 53.69
627614	1/22/2019	005646 GROSSBERG & HOEHN	11702	P-0000013941	HR LEGAL SERVICES	3,044.78 Total : 3,044.78
627615	1/22/2019	000402 HACH COMPANY	11269691 11278788	P-0000015155 P-0000015014	SEWER FLOW METER MONITORING SI PARTS AND MATERIAL FOR QUALITY C	1,000.00 832.28 Total : 1,832.28
627616	1/22/2019	005934 HARDY & HARPER INC	1	P-0000015442	PAVEMENT REHAB STARR/HILLCREST.	140,923.16 Total : 140,923.16
627617	1/22/2019	002204 HINDERLITER, DE LLAMAS & ASSOC	0030445-IN	P-0000015289	Quarterly sales tax srevce contract	1,991.33 Total : 1,991.33

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627618	1/22/2019	005458 HIRSCH PIPE & SUPPLY	6275359	P-0000015018	PLUMBING FIXTURES, SUPPLIES AND	107.96
					Total :	107.96
627619	1/22/2019	000440 HOSPITALITY CAR WASH	181130	P-0000015021	CITY CAR WASH	343.00
			181231	P-0000015021	CITY CAR WASH	18.00
					Total :	361.00
627620	1/22/2019	003400 INFOSEND, INC	146891	P-0000015222	Printing & Mailing of Utility Bills FY	1,256.93
					Total :	1,256.93
627621	1/22/2019	000480 INLAND WATER WORKS SUPPLY	S1018794.001	P-0000015473	HYDRANTS	5,856.01
			S1019608.001	P-0000015025	WATER PARTS AND MATERIALS FOR R	21.60
			S1019665.001	P-0000015025	WATER PARTS AND MATERIALS FOR R	43.20
			S1019707.001	P-0000015025	WATER PARTS AND MATERIALS FOR R	1,124.28
			S109097.001	P-0000015025	WATER PARTS AND MATERIALS FOR R	1,027.94
					Total :	8,073.03
627622	1/22/2019	002008 JEFFREY G. GILLETTE	1		REIMBURSEMENT FOR LIVE SCAN FEE	57.00
					Total :	57.00
627623	1/22/2019	000749 JOSEPH G. POLLARD CO, INC, DBA, POLLARD	0125772		TELE VLV KEY	180.14
					Total :	180.14
627624	1/22/2019	005967 KB HOME COASTAL, INC.	993764320		REFUND OVERPAYMENT-CLOSED ACC	148.13
			993764321		REFUND OVERPAYMENT-CLOSED ACC	150.99
			993764322		REFUND OVERPAYMENT-CLOSED ACC	148.13
			993764323		CLOSED ACCOUNT-REFUND OVERPAY	146.70
					Total :	593.95
627625	1/22/2019	004701 LEGEND PUMP & WELL SERVICE INC	55316	P-0000015038	REPAIR WELL AND BOOSTER PUMPS	1,409.80
					Total :	1,409.80
627626	1/22/2019	002045 LOMA LINDA HEATING & AIR, CONDITIONING,	22947	P-0000015042	HVAC SERVICE AND MAINTENANCE	1,957.48
					Total :	1,957.48
627627	1/22/2019	000575 LOMA LINDA PLUMBING, INC	1490	P-0000015043	PLUMBING-LABOR & CABLE FEE	129.00
					Total :	129.00

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627628	1/22/2019	001733 LOWE'S COMPANIES, INC.	27013	P-0000015044	METAL CUTTING WHEELS	21.43
			27075	P-0000015044	WATER	47.44
			27163	P-0000015044	PHOTO CELL	44.95
			27678	P-0000015044	STAPLE GUN & HEAVY DUTY STAPLES	64.25
					Total :	178.07
627629	1/22/2019	001254 LYNETTE ARREOLA	1		REIMBURSEMENT FOR MILEAGE	41.70
					Total :	41.70
627630	1/22/2019	005968 MICAH SIMS	REQUEST		PARTIAL REFUND DUE TO THE COMMU	50.00
					Total :	50.00
627631	1/22/2019	004703 MUNICIPAL EMERGENCY SVCS, INC	IN1294232	P-0000015048	FIREFIGHTER EQUIPMENT	446.90
					Total :	446.90
627632	1/22/2019	001935 NARCISCO VALDOVINOS, GOLDEN WEST LAI	000735	P-0000015205	2018-19 MAINTENANCE CONTRACT FC	3,139.66
			000736	P-0000015204	2018-19 ANNUAL LMD MAINT CONTRAC	10,622.81
			000740	P-0000015207	MISC REPAIRS ON BARTON RD MEDIA	140.00
					Total :	13,902.47
627633	1/22/2019	005674 NATIONAL CONSTRUCTION RENTALS,	5240841		6 FT TEMP PANELS	38.88
					Total :	38.88
627634	1/22/2019	004172 NICHOLAS GRAY	107914		REIMBURSEMENT FOR PAYING TO GE	50.00
					Total :	50.00
627635	1/22/2019	001613 OFFICE DEPOT, INC	247064375001	P-0000015052	OFFICE SUPPLIES	81.46
			257138473001	P-0000015052	OFFICE SUPPLIES	235.96
			257147473001	P-0000015052	OFFICE SUPPLIES	3.20
					Total :	320.62
627636	1/22/2019	004401 ORKIN PEST CONTROL	178114455	P-0000015208	PEST CONTROL SRVS AT CITY PROPE	66.48
			178114460	P-0000015208	PEST CONTROL SRVS AT CITY PROPE	124.27
			178114850	P-0000015208	PEST CONTROL SRVS AT CITY PROPE	49.90
			178115306	P-0000015208	PEST CONTROL SRVS AT CITY PROPE	47.27
			178115975	P-0000015119	PEST CONTROL SERVICE STATION 25%	105.00
			178116258	P-0000015286	PEST CONTROL SERVICES AT 25964 M	125.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
627636	1/22/2019	004401	004401 ORKIN PEST CONTROL		(Continued)	Total : 517.92	
627637	1/22/2019	005663	PACE PROFESSIONAL ACCESS CCTV, & ELEC 89819	P-0000015346	CITY PARKS VIDEO SECURITY SYSTEM	3,400.00	
						Total : 3,400.00	
627638	1/22/2019	000726	PARKHOUSE TIRE INC	2010598744	P-0000015056	TIRES	1,833.06
						Total : 1,833.06	
627639	1/22/2019	005511	PARTS AUTHORITY	062-981011	P-0000015057	AUTO PARTS AND SUPPLIES	6.75
			062-981032	P-0000015057	AUTO PARTS AND SUPPLIES	84.47	
						Total : 91.22	
627640	1/22/2019	005037	PE FACILITY SOLUTIONS, LLC	126818	P-0000015166	JANITORIAL SRVS FOR CITY BUILDING	6,667.00
						Total : 6,667.00	
627641	1/22/2019	001592	PHOENIX GROUP INFORMATION SYST	112018143	P-0000015059	PARKING CITATION DELIQUENT NOTIC	582.06
						Total : 582.06	
627642	1/22/2019	000766	PRUDENTIAL OVERALL SUPPLY	22711711	P-0000015062	SHOP RAGS CLEANING SERVICE	70.89
			22718604	P-0000015062	SHOP RAGS CLEANING SERVICE	46.68	
				P-0000015062	SHOP RAGS CLEANING SERVICE	Total : 117.57	
627643	1/22/2019	005772	QUINN COMPANY	PCA00095477	P-0000015064	VEHICLE AND EQUIPMENT PARTS/MAT	29.50
						Total : 29.50	
627644	1/22/2019	001701	ROBERT L. SMITH, BYRD INDUSTRIAL ELECT	1202-18	P-0000015067	WELL & BOOSTER SERVICE REPAIR &	507.00
			1220-18	P-0000015067	WELL & BOOSTER SERVICE REPAIR &	425.88	
						Total : 932.88	
627645	1/22/2019	003143	SAN BERNARDINO CO- FIRE ARSON	1		MEMBERSHIP FEE FOR F. PEREZ, T.	60.00
						Total : 60.00	
627646	1/22/2019	002324	SAN BERNARDINO CO FIRE DEPT	LL319CC	P-0000015159	HOUSEHOLD HAZARDOUS WASTE CO	7,847.48
						Total : 7,847.48	
627647	1/22/2019	001379	SAN BERNARDINO COUNTY, DENNIS DRAEGI 108392		P-0000015071	ASSESSOR PARCEL INFORMATION	2.00

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627647	1/22/2019	001379	001379 SAN BERNARDINO COUNTY, DENNIS DR (Continued)			Total : 2.00	
627648	1/22/2019	000451	SITEONE LANDSCAPE SUPPLY, LLC	88379029-001 88504647-001 88628898-001	P-0000015073 P-0000015073 P-0000015073	LANDSCAPE MATERIALS LANDSCAPE MATERIALS LANDSCAPE MATERIALS	85.40 63.61 718.82 Total : 867.83
627649	1/22/2019	000865	SN BERNARDINO CO SHERIFF DEPT	18107	P-0000015122	PCO DISPATCH SERVICES FOR FY18/1	4,042.75 Total : 4,042.75
627650	1/22/2019	001245	SO CALIF EDISON	STMT STMTS(5) STMTS-2 STMTS-4 STMTS-5		ELECTRICITY SERVICE ELECTRICITY SERVICE ELECTRICITY SERVICE ELECTRICITY SERVICE ELECTRICITY SERVICE	71.07 245.19 30,720.37 693.67 6,042.14 Total : 37,772.44
627651	1/22/2019	004333	SOS SURVIVAL PRODUCTS	827795	P-0000015451 P-0000015451	CERT SUPPLIES	474.23 Total : 474.23
627652	1/22/2019	005849	ST FRANCIS ELECTRIC	18108720	P-0000015168	ANNUAL TRAFFIC SIGNAL MAINT 2018-	1,662.50 Total : 1,662.50
627653	1/22/2019	001356	STAPLES BUSINESS ADVANTAGE	3399397277 3399397278 3399974783	P-0000015075 P-0000015075 P-0000015075 P-0000015075	OFFICE SUPPLIES NAPKINS OFFICE SUPPLIES	174.37 11.92 26.11 Total : 212.40
627654	1/22/2019	002880	STEVE HESLOP, STEVE AND BILL'S BACKFLO 1554		P-0000015078	BACKFLOW SERVICE	1,450.00 Total : 1,450.00
627655	1/22/2019	005270	SUPERIOR AUTOMOTIVE WAREHOUSE	024551 026551 026552 027358	P-0000015079 P-0000015079 P-0000015079 P-0000015079	A/C VALVE, FRIG OIL, PAG OIL SWITCH WIPER BLADE SWITCH WIPER BLADE AUTO PARTS	85.64 33.08 33.08 69.55

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627655	1/22/2019	005270	005270 SUPERIOR AUTOMOTIVE WAREHOUSE (Continued)			Total : 221.35
627656	1/22/2019	005207	SWRCB ACCOUNTING OFFICE, DRINKING WA LW-1020817	P-0000015474	WATER SYSTEM FEES FOR SYS NO. 30	20,894.00
						Total : 20,894.00
627657	1/22/2019	001989	SWRCB FEES	WD-0151362	P-0000015475 SWRCB PERMIT FEE FOR CALIFORNIA	1,388.00
						Total : 1,388.00
627658	1/22/2019	002758	T K CONSTRUCTION, TROY KIRTLEY	2501.2	P-0000015335 WATERLINE & PAVEMENT REHAB AT D.	11,312.94
			2513	P-0000015335	WATERLINE & PAVEMENT REHAB AT D.	312,475.90
						Total : 323,788.84
627659	1/22/2019	005364	TECHSTRATA	1001-25-37	P-0000015412 EXTREME NETWORK SWITCHING FOR	3,590.59
						Total : 3,590.59
627660	1/22/2019	000237	THE COUNSELING TEAM, INC.	71176	P-0000015080 CRITICAL INCIDENT DEBRIEFING	275.00
						Total : 275.00
627661	1/22/2019	001261	THE GAS COMPANY	STMT	GAS SERVICE	169.83
				STMTS-3	GAS SERVICE	1,694.08
						Total : 1,863.91
627662	1/22/2019	000213	TIME WARNER	0020150010719	P-0000015179 TV CABLE SERVICE VARIOUYS LOCATI	83.47
						Total : 83.47
627663	1/22/2019	005750	UL, LLC	72020286412	P-0000015487 AERIAL LADDER INSPECTION	995.00
						Total : 995.00
627664	1/22/2019	001854	UNDERGROUND SERVICE ALERT OF	1220180142	P-0000015086 DIG ALERT NOTIFICATION	59.50
						Total : 59.50
627665	1/22/2019	001917	WILBUR E & JUNE PURVIS, WILBUR'S	39886	P-0000015091 LAWNMOWER REPAIR AND MAINTENA	80.00
				39972	P-0000015091 LAWNMOWER REPAIR AND MAINTENA	34.32
						Total : 114.32
627666	1/22/2019	001919	WILLDAN	002-20313	P-0000015092 BUILDING INSPECTION/PLAN CHECK S	3,410.36

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627666	1/22/2019	001919	001919 WILLDAN		(Continued)	Total : 3,410.36
627667	1/22/2019	001622	WILLDAN FINANCIAL SERVICES	010-40102 010-40103	P-0000015170 LMD ASSESSMENT RPT - ENGINEERIN P-0000015171 SLAASSESSMENT RPT - ENGINEERIN	1,618.64 1,726.88 Total : 3,345.52
627668	1/22/2019	001490	WILLIAM J. WAULTERS, CUSTOM TREE TRIMM 1	P-0000015480	TREE TRIMMING ON GEORGE ST.	7,900.00 Total : 7,900.00
627669	1/22/2019	003968	WINZER FRANCHISE CORPORATION	6271838	P-0000015094 MARKING PAINT, NUTS AND BOLTS	193.66 Total : 193.66
627670	1/22/2019	004353	WITTMAN ENTERPRISES, LLC	18110069 18120069	P-0000015123 EMS BILLING P-0000015123 EMS BILLING	1,706.93 1,306.94 Total : 3,013.87
627671	1/22/2019	001930	ZUMAR INDUSTRIES, INC.	00082 80876	P-0000015481 PERMIT PARKING SIGNS PERMIT PARKING SIGNS	-633.65 655.21 Total : 21.56
138 Vouchers for bank code : bofa						Bank total : 2,326,023.41
138 Vouchers in this report						Total vouchers : 2,326,023.41

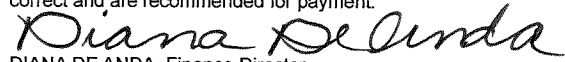
PAYROLL: \$578,433.89 01/10/2019

Bank code : bofa

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

I have reviewed the above listing of payments on check nos. 315249; 627535 through 627671 for a total disbursement of \$ 2,326,023.41, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on 02-12-2019 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

Voucher List
CITY OF LOMA LINDA
01-31-2019 Month-end

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
357423	1/30/2019	000454 ICMA RETIREMENT CORP	2019013000357423		ICMA CONTRIBUTIONS-01/06-01/19/201	20,662.29
					Total :	20,662.29
411069	1/16/2019	000454 ICMA RETIREMENT CORP	2019011600411069		ICMA CONTRIBUTIONS-12/23/18-01/05/	26,141.10
					Total :	26,141.10
627672	1/17/2019	005502 FRONTIER COMMUNICATIONS	STMT		PHONE SERVICE	39.45
					Total :	39.45
627673	1/17/2019	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	10.00
					Total :	10.00
627674	1/17/2019	001280 CARRY HOWARD	REQUEST-DDC		DEPENDENT CARE REIMBURSEMENT-	38.00
					Total :	38.00
627675	1/17/2019	003628 U.S. BANK CORPORATE PYMNT SYS	4246 0445 5565 0021		CAL-CARD PURCHASES	9,373.22
					Total :	9,373.22
627676	1/24/2019	005827 ADAM HALL'S PLANT NURSERY	006513	P-0000014971	LANDSCAPE MATERIALS & SUPPLIES	911.03
					Total :	911.03
627677	1/24/2019	000442 HUB CONSTRUCT SPECIALTIES, INC	108479-0	P-0000015022	18 INCH STEEL FLATE STAKE-LL FIRE	224.85
					Total :	224.85
627678	1/24/2019	005791 CENTURYLINK	260960	P-0000015176	CITY INTERNET AND VOIP	4,803.33
					Total :	4,803.33
627679	1/24/2019	000917 ZAHADA K SINGH	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	42.42
					Total :	42.42
627680	1/24/2019	001232 LOCAL AGENCY INVESTMENT FUND	1596945		DEPOSIT INTO CITY ACCOUNT #98-36-	2,300,000.00
					Total :	2,300,000.00
627681	1/24/2019	005917 JOSE E. MINCHEZ	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	200.00
					Total :	200.00
627682	1/24/2019	004304 WHITEWATER ROCK & SUPPLY	72538	P-0000015466	ROCK FOR FIRE STATION 252 HARDSC	2,955.58

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
627682	1/24/2019	004304	004304 WHITEWATER ROCK & SUPPLY	(Continued)		Total : 2,955.58	
627683	1/24/2019	001935	NARCISCO VALDOVINOS, GOLDEN WEST LA	000739	P-0000015459	INSTALL ARTIFICIAL TURF AT FIRE STA	9,885.00
						Total : 9,885.00	
627684	1/24/2019	001245	SO CALIF EDISON	STMT		ELECTRICITY SERVICE	3,218.55
						Total : 3,218.55	
627685	1/24/2019	001245	SO CALIF EDISON	STMTS-3		ELECTRICITY SERVICE	8,984.69
						Total : 8,984.69	
627686	1/24/2019	001245	SO CALIF EDISON	STMT-1		ELECTRICITY SERVICE	66.49
						Total : 66.49	
627687	1/24/2019	001245	SO CALIF EDISON	STMTS (5)		ELECTRICITY SERVICE	269.74
						Total : 269.74	
627688	1/24/2019	001245	SO CALIF EDISON	STMTS (3)		ELECTRICITY SERVICE	966.95
						Total : 966.95	
627689	1/24/2019	001245	SO CALIF EDISON	STMTS 3		ELECTRICITY SERVICE	2,407.32
						Total : 2,407.32	
627690	1/24/2019	001245	SO CALIF EDISON	STMT 1		ELECTRICITY SERVICE	10,355.98
						Total : 10,355.98	
627691	1/24/2019	001245	SO CALIF EDISON	STMT (1)		ELECTRICITY SERVICE	1,102.99
						Total : 1,102.99	
627692	1/29/2019	003123	JEFFREY PETERSON	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	600.00
						Total : 600.00	
627693	1/29/2019	000917	ZAHADA K SINGH	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	26.92
						Total : 26.92	
627694	1/29/2019	001730	AFLAC	004783		AFLAC INSURANCE PREMIUM-JAN 201	2,401.16
						Total : 2,401.16	

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627695	1/29/2019	004197 C.A.P.F.	FEB 2019 BILLING		LONG TERM DISABILITY-FEBRUARY 20	612.50
					Total :	612.50
627696	1/29/2019	001851 UNUM INSURANCE	0091889-001 4		LIFE & DISABILITY INSUR PREMIUM-FE	4,527.48
					Total :	4,527.48
627697	1/29/2019	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC	Loma Linda Billing		PROFESSIONAL SERVICES-NOV & DEC	379.19
					Total :	379.19
627698	1/29/2019	004788 RIBAYA, ED	REQUEST		DONATION FOR THE DJ SERVICE FOR	100.00
					Total :	100.00
627699	1/29/2019	005636 WATER WISE PRO TRAINING	WWP		REGISTRATION FEE FOR ELIAS HERRI	900.00
					Total :	900.00
627700	1/29/2019	001977 VULCAN MATERIALS	72059595	P-0000015088	ASPHALT & TACK	163.58
					Total :	163.58
627701	1/29/2019	004579 LCA BANK CORPORATION	4176058	P-0000015135	PW ENG PRINTER - LANIER LW426 ANI	617.41
					Total :	617.41
627702	1/29/2019	005965 PURCHASE GREEN	2353	P-0000015478	FS#2 - ARTIFICIAL TURF	8,960.00
					Total :	8,960.00
627703	1/29/2019	005758 ALETHEA INC	LL1218	P-0000015243	FULLTIME ONSITE NETWORK SUPPOR	13,300.00
					Total :	13,300.00
627704	1/29/2019	000876 SAN BERNARDINO MUNICIPAL WATER	STMT		SEWER SVC COLLECTIONS-SEPT & OI	174,571.58
					Total :	174,571.58
627705	1/29/2019	005673 CR&R	STMT		REFUSE SVC COLLECTIONS-SEPT & C	75,355.15
					Total :	75,355.15
627706	1/29/2019	001245 SO CALIF EDISON	STMT-1		ELECTRICITY SERVICE	14,789.24
					Total :	14,789.24
627707	1/31/2019	000690 NEW YORK LIFE INSURANCE CO	006924247		LIFE INSURANCE PREMIUM	56.34

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627707	1/31/2019	000690	000690 NEW YORK LIFE INSURANCE CO	(Continued)		Total : 56.34
627708	1/31/2019	000857	S.B. CO OFC AUDITOR/CONTR	DECEMBER 2018	PARKING CITATIONS COLLECTED FOR	1,487.50
						Total : 1,487.50
627709	1/31/2019	005502	FRONTIER COMMUNICATIONS	STMT	PHONE SERVICE	122.90
						Total : 122.90
627710	1/31/2019	005593	DINOSAUR TIRE & ROAD SRVS INC	128661	P-0000015000 TIRES-FIRE UTILITY VEHICLE	703.95
						Total : 703.95
627711	1/31/2019	001733	LOWE'S COMPANIES, INC.	927083	P-0000015044 TOWEL BAR	30.70
						Total : 30.70
627712	1/31/2019	001733	LOWE'S COMPANIES, INC.	927553	P-0000015044 BULB, PAINTER'S TAPE, CLEANER, DR	33.17
						Total : 33.17
627713	1/31/2019	005256	FLYERS ENERGY, LLC	19-837829	P-0000015009 FUEL	2,572.03
						Total : 2,572.03
627714	1/31/2019	001592	PHOENIX GROUP INFORMATION SYST	1120181143	P-0000015059 ADMINISTRATIVE CITATIONS SERVICE	51.47
						Total : 51.47
627715	1/31/2019	005284	CITY EMPLOYEES ASSOCIATES	JANUARY 2019 -PAEA	DUES COLLECTED FOR JANUARY 2019	209.00
						Total : 209.00
627716	1/31/2019	005284	CITY EMPLOYEES ASSOCIATES	JAN 2019-PW	DUES COLLECTED FOR JANUARY 2019	504.00
						Total : 504.00
627717	1/31/2019	003881	SB CO PROFESSIONAL FIREFIGHTER	JANUARY 2019	DUES COLLECTED FOR JANUARY 2019	3,617.90
						Total : 3,617.90
627718	1/31/2019	000570	LOMA LINDA FIREFIGHTERS ASSN	JANUARY 2019	DUES & T-DONATION FOR JANUARY 20	1,224.00
						Total : 1,224.00
627719	1/31/2019	000865	SN BERNARDINO CO SHERIFF DEPT	17873 & 17896	P-0000015149 SHERIFF ANNUAL CONTRACT	18,672.87
						Total : 18,672.87

Voucher List
CITY OF LOMA LINDA

Bank code : bofa


Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627720	1/31/2019	000865 SN BERNARDINO CO SHERIFF DEPT	17896		4TH JULY-FIREWORK ENFORCEMENT	1,359.18
					Total :	1,359.18
734069	1/22/2019	000772 CALPERS	2019012200734069		PAY DOWN UNFUNDED LIABILITY-MISC	4,250,000.00
					Total :	4,250,000.00
737735	1/22/2019	000772 CALPERS	2019012200737735		PAY DOWN UNFUNDED LIABILITY-SAFE	4,250,000.00
					Total :	4,250,000.00
1001236597	1/8/2019	000773 P.E.R.S.	1001236597		HEALTH INSURANCE PREMIUM-JAN 20	60,866.18
					Total :	60,866.18
1001236598	1/8/2019	000773 P.E.R.S.	1001236598		HEALTH INSURANCE PREMIUN-JAN	1,240.13
					Total :	1,240.13
1001239532	1/11/2019	000771 P.E.R.S.	1001239532/33/34/35		RETIREMENT CONTRIBUTIONS-12/09-1	53,364.43
					Total :	53,364.43
1001246247	1/23/2019	000771 P.E.R.S.	1001246247		RETIREMENT CONTRIBUTIONS- DEC 2	875.20
					Total :	875.20
1001246788	1/31/2019	000771 P.E.R.S.	1001246788/89/90/91		RETIREMENT	51,201.98
					Total :	51,201.98
58 Vouchers for bank code :					Bank total :	11,398,156.12
58 Vouchers in this report					Total vouchers :	11,398,156.12

Bank code : bofa

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

I have reviewed the above listing of payments on check nos. 357423; 411069; 627672 through 627720; 734069,737735, 1001236597, 1001236598, 1001239532, 1001246247 & 1001246788 for a total disbursement of \$ 11,398,156.12, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on 02-12-2019 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

vchlist
02/06/2019 5:55:05PM

Voucher List
CITY OF LOMA LINDA
02-12-2019

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627721	2/5/2019	001280 CARRY HOWARD	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	30.00
					Total :	30.00
627722	2/5/2019	004093 MARTHA YBARRA	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	573.00
					Total :	573.00
627723	2/5/2019	003139 JULIA LOEFFERT	REQUEST		FLEX MEDICAL REIMBURSEMENT-2019	517.00
					Total :	517.00
627724	2/5/2019	001851 UNUM INSURANCE	0091890-001 0		LIFE INSURANCE PREMIUM-FEB 2019	676.32
					Total :	676.32
627725	2/5/2019	002888 DELTA DENTAL INSURANCE CO	BE003211915		DENTAL INSURANCE PREMIUM-FEB 20	1,283.49
					Total :	1,283.49
627726	2/5/2019	001118 DELTA DENTAL OF CALIFORNIA, CLIENT SERV	BE003210621		DENTAL INSURANCE PREMIUM-FEB 20	2,738.80
					Total :	2,738.80
627727	2/5/2019	001154 VISION SERVICE PLAN - CA	12 121787 0001		VISION INSURANCE PREMIUM-FEB 20	1,135.60
					Total :	1,135.60
627728	2/5/2019	005978 LEARNING CENTER, NOTARY	ORDER FROM		CALIFORNIA NOTARY EXAM CLASS WI	465.54
					Total :	465.54
627729	2/5/2019	005256 FLYERS ENERGY, LLC	19-831571		FUEL	281.06
				P-0000015009		
					Total :	281.06
627730	2/5/2019	005256 FLYERS ENERGY, LLC	19-833176		FUEL	1,717.77
				P-0000015009		
					Total :	1,717.77
627731	2/5/2019	000025 CINTAS CORPORATION NO 2	5011861357/903942713		FIRST AID SUPPLIES	293.53
				P-0000014985		
					Total :	293.53
627732	2/5/2019	005222 WEST COAST LIGHTS & SIRENS INC	17620		INSTALL 45" LEGEND ALL AMBER LIGH	1,840.40
				P-0000015488		

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627732	2/5/2019	005222	005222 WEST COAST LIGHTS & SIRENS INC	(Continued)		Total : 1,840.40
627733	2/6/2019	005395	USBANK EQUIPMENT FINANCE	376787339	PRINTERS LEASE AGREEMENT	2,912.40
				P-0000015162		Total : 2,912.40
627734	2/6/2019	005502	FRONTIER COMMUNICATIONS	stmts-3	PHONE SERVICE	294.78
						Total : 294.78
627735	2/12/2019	002394	2 HOT ACTIVEWEAR & UNIFORMS	16494	P-0000015348 UNIFORMS	1,027.16
						Total : 1,027.16
627736	2/12/2019	002477	ABM BUSINESS MACHINES, INC.	012619	EXTENSION OF SERVICE WARRANTY I	480.00
						Total : 480.00
627737	2/12/2019	001984	ALLSTAR FIRE EQUIP. CO. INC.	213162	P-0000015495 LION REDZONE PARTICULATE-BLOCKI	4,266.90
						Total : 4,266.90
627738	2/12/2019	000045	AMERIGAS - BLOOMINGTON 1120	3087571527	P-0000015503 PROPANE AND SRVS CALL AT SEWER	95.00
				3087674007	P-0000015503 PROPANE AND SRVS CALL AT SEWER	415.43
						Total : 510.43
627739	2/12/2019	005973	AMY VISCIGLIA	993763836	ACCOUNT CLOSED PREPAY REFUNDE	0.64
						Total : 0.64
627740	2/12/2019	002254	ANIXTER INC	TAX RETURN	2018 3RD QTR- ECONOMIC INCENTIVE	27,626.40
						Total : 27,626.40
627741	2/12/2019	000001	ARIZONA MACHINERY, DBA STOTZ EQUIPMEI	PO1530	P-0000015504 PARTS FOR AERATOR	883.38
						Total : 883.38
627742	2/12/2019	003833	ATKINSON, ANDESLON, LOYA, RUUD, & ROMK	560399	P-0000015273 GENERAL HR LEGAL ISSUES FY 18-19	248.51
						Total : 248.51
627743	2/12/2019	005946	BC TRAFFIC SPECIALIST	0035028-IN	P-0000015453 CONES	535.54
				0035029-IN	P-0000015457 CONES AND DELINEATORS FOR WATE	2,076.87
					P-0000015457	

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627743	2/12/2019	005946 005946 BC TRAFFIC SPECIALIST	(Continued)			Total : 2,612.41
627744	2/12/2019	005861 BLUE360 MEDIA, LLC	INV-40526		CALIFORNIA PENAL CODE HANDBOOK	82.75
						Total : 82.75
627745	2/12/2019	001400 BOOT BARN 4 SAN BERNARDINO	CREDT000000008148 IVC0165376	P-0000014978 P-0000014978	UNIFORM BOOTS & UNIFORM PANTS UNIFORM BOOTS & UNIFORM PANTS	-16.20 613.92
						Total : 597.72
627746	2/12/2019	005174 BRENT BILLINGSLEY, AUTOMATED WATER TF 647		P-0000014979	CHLORINE TABLETS FOR WELLS	380.00
						Total : 380.00
627747	2/12/2019	005299 BRENT GREGORY	REQUEST		REIMBURSEMENT FOR STATE & COUN	270.00
						Total : 270.00
627748	2/12/2019	000102 BRITHINEE ELECTRIC, INC.	SI08642	P-0000015483	SERVICE CALL FOR MT VIEW WELL NC	1,531.73
						Total : 1,531.73
627749	2/12/2019	005390 CALIFORNIA HIGHWAY ADOPTION CO	119142	P-0000015128	LITTER REMOVAL AT MT. VIEW AVE OF	325.00
						Total : 325.00
627750	2/12/2019	004397 CHEMPAK	106829	P-0000014984	TOILET TISSUE, LINER BLK, GLOVES	1,011.40
						Total : 1,011.40
627751	2/12/2019	000201 CLA-VAL CO., GRISWOLD INDUSTRIES	762371 762400	P-0000014988 P-0000015505	PARTS AND SERVICE FOR WELLS MAIN VALVE REPAIR AT MV WELL NO 3	1,716.64 2,057.13
						Total : 3,773.77
627752	2/12/2019	000203 CLINICAL LABORATORY OF	966527	P-0000014990	TEST WATER AT WELL SITE	6,951.50
						Total : 6,951.50
627753	2/12/2019	000212 COLTON TRUCK SUPPLY	05P23276	P-0000015496	FLYWHEEL FOR HIGH LIFT	676.30
						Total : 676.30
627754	2/12/2019	005762 CORE & MAIN	J984388 K040317 K065816	P-0000015519 P-0000015520 P-0000015322	3 FH14 CF Hydrant Mtg Std Reg Alum J-344HP 4x2 1/2 ANG Fire Plug Vlv w/cap 4G METER PURCHASES FOR COMMEF	1,682.58 1,812.31 20,881.95

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627754	2/12/2019	005762 005762 CORE & MAIN			(Continued)	Total : 24,376.84
627755	2/12/2019	000236 COSTCO WHOLESALE	4781037120	P-0000014993	CUPS, NAPKINS, BOWL CLEANER, WIF	555.81
						Total : 555.81
627756	2/12/2019	005030 CS-AMSCO	14351	P-0000015212	EMERGENCY REPAIR THE INLET ACTU	1,200.00
						Total : 1,200.00
627757	2/12/2019	002238 DAVID CARTER, DIB'S SAFE & LOCK SERVICE	0000176464 0000176870	P-0000014999 P-0000014999	SAFE AND LOCK SERVICES SAFE AND LOCK SERVICES	143.87 38.12
						Total : 181.99
627758	2/12/2019	005088 DENNIS GRUBB & ASSOCIATES, LLC	1924	P-0000015114	FIRE PREVENTION PLAN CHECK & INS	550.00
						Total : 550.00
627759	2/12/2019	005309 DIRECTV	35811163265	P-0000015183	SATELLITE TV SERVICES FOR EOC	43.79
						Total : 43.79
627760	2/12/2019	001256 ELROD FENCE CO., INC.	13500	P-0000015003	FENCE COMPANY	795.00
						Total : 795.00
627761	2/12/2019	000325 EWING IRRIGATION PRODUCTS	6735622	P-0000015005	FERTILIZER SPREADER	322.57
						Total : 322.57
627762	2/12/2019	000331 FAIRVIEW FORD SALES, INC	C53326	P-0000015006	SERVICE FOR PARKING VEHICLE (BRA	250.00
						Total : 250.00
627763	2/12/2019	003197 FIRE APPARATUS SOLUTIONS	13493 13525 13567 13862 13864	P-0000015008 P-0000015008 P-0000015008 P-0000015526 P-0000015525	LADDER TESTING AND APPARATUS SE LADDER TESTING AND APPARATUS SE LADDER TESTING AND APPARATUS SE REPAIR MAJOR OIL LEAK, REPLACE HI REPAIRS & MAINTENANCE FOR 2006 S	557.62 2,562.02 59.69 15,265.15 14,772.28
						Total : 33,216.76
627764	2/12/2019	005427 FMB TRUCK OUTFITTERS, INC.	95758	P-0000015010	TRUCK MATS	140.02
						Total : 140.02
627765	2/12/2019	005871 GED BUILDERS	3226		PREPAYMENT FEE-GED BUILDERS/FIR	525.00

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627765	2/12/2019	005871 005871 GED BUILDERS	(Continued)			Total : 525.00
627766	2/12/2019	005216 GENUINE AUTO PARTS	233457 235533	P-0000015011 P-0000015011	AUTO PARTS VEHICLE SERVICES AND MAINTENANC	80.14 -19.40 Total : 60.74
627767	2/12/2019	005969 GEORGE MESSER	993760370		CLOSED ACCOUNT REFUND ACH	96.00 Total : 96.00
627768	2/12/2019	000389 GRAINGER, INC	9059139122 9060718013 9060718021	P-0000015012 P-0000015012 P-0000015012	INDUSTRIAL SUPPLIES KNEE BOOTS BOMBER JACKET, EAR MUFFS	34.65 273.79 152.47 Total : 460.91
627769	2/12/2019	000402 HACH COMPANY	11305100	P-0000015155	SEWER FLOW METER MONITORING SI	1,000.00 Total : 1,000.00
627770	2/12/2019	005244 HHS CONSTRUCTION, INC.	61098	P-0000015506	REPAIR LLCCP FIBER AT HULDA CROC	10,263.00 Total : 10,263.00
627771	2/12/2019	001037 ICSC	1430626		MEMBERSHIP RENEWAL POPESCU	50.00 Total : 50.00
627772	2/12/2019	003864 INLAND TEMPORARY HOMES	LLIN-18-205Z/0866	P-0000015405	CDBG FUNDING ITH	3,972.00 Total : 3,972.00
627773	2/12/2019	005872 JACOB TORRES	1		REIMBURSEMENT FOR STATE AND CO	270.00 Total : 270.00
627774	2/12/2019	005971 JOHN SLATER	993764640		ACCOUNT CLOSED PREPAY REFUNDE	10.56 Total : 10.56
627775	2/12/2019	005548 JTS MOTORCARS INC., DBA SPREEN MAZDA TAX RETURN			2018 3RD QTR SALES TAX-INCENTIVE	12,515.60 Total : 12,515.60
627776	2/12/2019	004652 KLEMENS HUYNH	993764623		ACCOUNT CLOSED PREPAY REFUNDE	33.97

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627776	2/12/2019	004652	004652 KLEMENS HUYNH		(Continued)	Total : 33.97
627777	2/12/2019	001623	LARRY MODGLING, LARRY'S WELD-ALL WELI 135902	P-0000015508	WELDING INSTALLATION AT MV#3, MV#	500.00 Total : 500.00
627778	2/12/2019	000557	LIFE ASSIST, INC. 896390	P-0000015040	EMERGENCY MEDICAL SUPPLIES AND	1,637.42 Total : 1,637.42
627779	2/12/2019	000566	LOMA LINDA ANIMAL HOSPITAL 1	P-0000015041	ANIMAL EMERGENCY SERVICES	89.00 Total : 89.00
627780	2/12/2019	000568	LOMA LINDA CHAMBER OF COMMERCE 4367	P-0000015509	CHAMBER OF COMMERCE OPERATIOI	25,000.00 Total : 25,000.00
627781	2/12/2019	002045	LOMA LINDA HEATING & AIR, CONDITIONING, 23036	P-0000015042	HVAC SERVICE AND MAINTENANCE	883.96 Total : 883.96
627782	2/12/2019	005103	LOMA LINDA KOREAN CHURCH 3225		LL KOREAN CHURCH-PREPAYMENT FE	372.50 Total : 372.50
627783	2/12/2019	005854	LOMA LINDA MERCANTILE 13601-11406 JAN 205107100 205108500 205110100 205110600 993754818		REFUND PAYMENT ERROR SB PAYMEI ACCOUNT CLOSED ON LLU WATER SY ACCOUNT CLOSED ON LLU WATER SY ACCOUNT CLOSED ON LLU WATER SY ACCOUNT CLOSED ON LLU WATER SY ACCOUNT CLOSED ON LLU WATER SY	349.11 3,928.32 2,778.01 3,001.48 3,724.27 5,009.42 Total : 18,790.61
627784	2/12/2019	000575	LOMA LINDA PLUMBING, INC 1601 1666	P-0000015043 P-0000015043	PLUMBING REGULAR LABOR 1.0 HR REPAIRED W	290.95 124.24 Total : 415.19
627785	2/12/2019	001733	LOWE'S COMPANIES, INC. 25149 25338 25472 27079 27112 27116	P-0000015044 P-0000015044 P-0000015044 P-0000015044 P-0000015044 P-0000015044	LED LIGHTS LYSOL WATERFALL, KOBALT ALUMINUI TOGGLE CLAM, BULB CHANGER, TOG 60 WATT LIGHTS WIRE CUTTER, SANDING FIBERGLASS LIGHTS BULBS	218.02 66.56 44.99 184.17 142.76 46.05

Voucher List
CITY OF LOMA LINDA

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627785	2/12/2019	001733 LOWE'S COMPANIES, INC.	(Continued)			
			27134	P-0000015044	7/8 NON ARBRD HOLE	32.67
			27136	P-0000015044	DRIP ADAPTER	2.19
			27147	P-0000015044	SLEEVE ANCHORS, VALVE	22.93
			27207	P-0000015044	SHOVELS, PAINT BRUSHES, WIRE BRL	282.45
			27231	P-0000015044	15.7 IN GRAY SQUARE STONE	3.77
			27238	P-0000015044	KOBALT 2 PC BOOT SCREWDRIVER~	8.66
			27252	P-0000015044	CLEANER, AERATOR FOR FAUCET, CA	145.47
			27570	P-0000015044	4 PC SCREW SET, KEY IDENTIFICATIO	41.66
			27605	P-0000015044	TONGUE GROOVE, WIRE STRIPPER, U	52.13
			27812	P-0000015044	3/4 IN 10FT SCH40 PLN~	4.51
			27978	P-0000015044	SANDING FIBERGLASS, PURIFIED WAT	111.82
			909894	P-0000015044	WASP KILLER	9.27
					Total :	1,420.08
627786	2/12/2019	004872 MAIL FINANCE INC, A NEOPOST USA COMPAN	N7535927	P-0000015213	LEASE N17042440 E CERFTIFIED CONI	247.48
					Total :	247.48
627787	2/12/2019	005254 MANSFIELD OIL COMPANY, OF GAINESVILLE, TAX RETURN			2018 3RD QTR-QTRLY SALES TAX INCE	453,357.75
					Total :	453,357.75
627788	2/12/2019	005977 MIRACLE ONE, LOMA LINDA LLC, KEISHA BAL	3229		METER PRE PAYMENT	71.22
					Total :	71.22
627789	2/12/2019	000662 MULTI W SYSTEMS INC	31930133	P-0000015510	EMERGENCY SERVICE TO SEWER PUI	600.00
					Total :	600.00
627790	2/12/2019	004703 MUNICIPAL EMERGENCY SVCS, INC	IN1301591	P-0000015402	3 SETS OF TURNOUTS	9,675.00
					Total :	9,675.00
627791	2/12/2019	001935 NARCISCO VALDOVINOS, GOLDEN WEST LA	000737	P-0000015485	CLEAN UP AT 1 MG RESERVOIR	785.00
			000738	P-0000015484	LANDSCAPE MAINT BARTON RD. PARK	487.00
			000741	P-0000015460	BARTON RD MEDIAN - LANDSCAPE WC	7,985.00
					Total :	9,257.00
627792	2/12/2019	005674 NATIONAL CONSTRUCTION RENTALS,	5264550	P-0000015352	TEMPORARY FENCING AT 1864 S RICH	38.88
					Total :	38.88

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627793	2/12/2019	005866 NEW IMAGE INTERIOR FLOORING	570	P-0000015461	REPLACE FLOORING IN EOC & BREEZ	9,796.00
Total :						9,796.00
627794	2/12/2019	005974 NIDIA BOWREY	993758657		ACCOUNT CLOSED PREPAY REFUNDE	40.98
Total :						40.98
627795	2/12/2019	001613 OFFICE DEPOT, INC	256256872001	P-0000015052	OFFICE SUPPLIES	98.22
			257595301001	P-0000015515	INK FOR FIRE STATION PRINTER	646.32
			261353579001	P-0000015052	OFFICE SUPPLIES SERTA AIR	256.43
Total :						1,000.97
627796	2/12/2019	004401 ORKIN PEST CONTROL	179169070	P-0000015208	PEST CONTROL SRVS AT CITY PROPE	66.48
			179169075	P-0000015208	PEST CONTROL SRVS AT CITY PROPE	124.27
			179169411	P-0000015208	PEST CONTROL SRVS AT CITY PROPE	49.90
			179169829	P-0000015208	PEST CONTROL SRVS AT CITY PROPE	47.27
			179170422	P-0000015119	PEST CONTROL SERVICE STATION 252	105.00
Total :						392.92
627797	2/12/2019	005663 PACE PROFESSIONAL ACCESS CCTV, & ELEC	89930	P-0000015346	CITY PARKS VIDEO SECURITY SYSTEM	15,399.10
Total :						15,399.10
627798	2/12/2019	000726 PARKHOUSE TIRE INC	2010602976	P-0000015056	TIRES	956.30
Total :						956.30
627799	2/12/2019	003380 PASCO, A GOLD ARC INC COMPANY	85868		CITY HALL DOORS. UPDATED SOFTWARE	298.75
Total :						298.75
627800	2/12/2019	005037 PE FACILITY SOLUTIONS, LLC	127683	P-0000015157	BANQUET ROOM CLEANING OF COMM	1,650.00
Total :						1,650.00
627801	2/12/2019	005976 PHILIP YEAP	993764430		ACCOUNT CLOSED REFUND OVERPAY	140.09
Total :						140.09
627802	2/12/2019	001592 PHOENIX GROUP INFORMATION SYST	112018143	P-0000015059	PARKING CITATION DELIQUENT NOTIC	574.78
Total :						574.78
627803	2/12/2019	001975 PRINTECH	IN62380	P-0000015492	Easycheck-check at bottom-1 PERF	216.11

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627803	2/12/2019	001975	001975 PRINTECH		(Continued)	Total : 216.11
627804	2/12/2019	004458	PRINTING & PROMOTION PLUS, INC	71157	P-0000015061 ENVELOPES	742.62 Total : 742.62
627805	2/12/2019	004562	ROGER E. FOX. M.D., FOX OCCUPATIONAL MI	91378-101756	PRE EMPLOYMENT PHYSICAL FOR WII	440.00 Total : 440.00
627806	2/12/2019	005894	RYAN MUNSON	1	REIMBURSEMENT FOR RETIREMENT I	113.96 Total : 113.96
627807	2/12/2019	000853	SAN BERNARDINO CO FIRE CHIEFS, CHINO \	REQUEST	ANNUAL MEMBERSHIP DUES FOR CHI	105.00 Total : 105.00
627808	2/12/2019	003698	SCOTT ZEHM, 2 KOI GUYS	JAN 2019 JAN 2019-2	P-0000015138 FILTER CARTRIDGE REPLACEMENT CITY FOUNTAIN ANNUAL MAINT	120.00 135.00 Total : 255.00
627809	2/12/2019	005972	SIMON FONG	993763872	ACCOUNT CLOSED PREPAY REFUNDE	42.40 Total : 42.40
627810	2/12/2019	000451	SITEONE LANDSCAPE SUPPLY, LLC	88823498-001	P-0000015073 LANDSCAPE MATERIALS	22.93 Total : 22.93
627811	2/12/2019	000865	SN BERNARDINO CO SHERIFF DEPT	18118	POLYGRAPH SERVICES FOR WILLIAM	186.81 Total : 186.81
627812	2/12/2019	005849	ST. FRANCIS ELECTRIC, LLC	18108721	P-0000015169 MISC TRAFFIC SIGNAL REPAIRS 2018-	8,398.50 Total : 8,398.50
627813	2/12/2019	002127	T. JARB THAIPEJR	100015	REIMBURSEMENT FOR MEALS FOR MI	75.63 Total : 75.63
627814	2/12/2019	000237	THE COUNSELING TEAM, INC.	71370	P-0000015080 CRITICAL INCIDENT DEBRIEFING	300.00 Total : 300.00
627815	2/12/2019	001261	THE GAS COMPANY	19406867366	GAS CO	78.46 Total : 78.46

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627816	2/12/2019	005970 TONY R. BERRY, REDLANDS GLASS	2102		REPLACE AND RESEAL EXISTING STO	85.00
					Total :	85.00
627817	2/12/2019	003890 TOTAL COMPENSATION SYSTEM, INC	6960	P-0000015523	GASB 75F Valuation Services - 2nd	1,080.00
					Total :	1,080.00
627818	2/12/2019	004936 TRAFFIC MANAGEMENT INC	478018	P-0000015085	SIGNS AND TRAFFIC SAFETY EQUIPMI	497.00
					Total :	497.00
627819	2/12/2019	001841 TRANSWORLD SYSTEMS INC	1983226		COLLECTIONS-MCPHAULL 9937558174	75.96
					Total :	75.96
627820	2/12/2019	002151 TRUGREEN LANDSCAPE	96505509	P-0000015417	VEGETATION CONTROL AT WELL SITE!	2,023.95
					Total :	2,023.95
627821	2/12/2019	004674 TRYCO GENERAL ENGINEERING	343	P-0000015446	CONTRACTUAL SERVICES TO REPLAC	21,033.00
					Total :	21,033.00
627822	2/12/2019	005019 TUCKFIELD & ASSOCIATES	0519	P-0000014908	PREPARE WATER/SEWER RATE STUD'	708.75
					Total :	708.75
627823	2/12/2019	000304 TYLER TECHNOLOGIES, INC	045-250039 045-250126	P-0000015493 P-0000015516	Tyler Unlimited Client Access annual support - Cash Register	21,373.84 1,724.59
					Total :	23,098.43
627824	2/12/2019	004030 US TRONICS	M-12267DC18	P-0000015180	EMERGENCY SATELLITE PHONE SERV	167.85
					Total :	167.85
627825	2/12/2019	005127 VOLOGY, INC.	SIN008288	P-0000015491	COMPUTER REPLACEMENTS	1,832.83
					Total :	1,832.83
627826	2/12/2019	001977 VULCAN MATERIALS	72083835	P-0000015088	ASPHALT	195.11
					Total :	195.11
627827	2/12/2019	001901 WEST PAYMENT CENTER, THOMSON REUTEI 839620831		P-0000015500	CA CODES SUBSCRIPTION 2019	4,525.52
					Total :	4,525.52
627828	2/12/2019	004304 WHITEWATER ROCK & SUPPLY	72563	P-0000015479	DG FOR BARTON RD MEDIAN BY HOSF	1,775.72

Bank code : bofa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
627828	2/12/2019	004304	004304 WHITEWATER ROCK & SUPPLY		(Continued)	Total : 1,775.72
627829	2/12/2019	001919	WILLDAN	002-20314	P-0000015092	BUILDING INSPECTION/PLAN CHECK \$ 1,050.00
						Total : 1,050.00
627830	2/12/2019	003359	ZERO WASTE USA INC	260887	P-0000015501	DOGGIE BAGS 646.39
						Total : 646.39

110 Vouchers for bank code : bofa

Bank total : 781,285.16

110 Vouchers in this report

Total vouchers : 781,285.16

PAYROLL: \$283,487.78 01/24/2019

PAYROLL: \$286,641.18 02/07/2019

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 627721 through 627830 for a total disbursement of \$ 781,285.16, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on 02-12-2019 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: January 12, 2019
TO: City Council
SUBJECT: Minutes of December 11 & 18, 2018

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of December 11 & 18, 2018.

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

A regular meeting of the City Council was called to order by Mayor Rigsby at 6:21 p.m., Tuesday, December 11, 2018, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present: Mayor Rhodes Rigsby
Mayor pro tempore Phill Dupper
Ovidiu Popescu
Ron Dailey (arrived at 6:34 p.m.)
John Lenart

Councilman Absent: None

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

The City Council immediately recessed into closed session and reconvened at 7:04 p.m.

CC-2018-083 Closed Session

- a. Conference with Legal Counsel –Existing Litigation (Gov. Code Sec. 54956.9(a)): Jones v. City of Loma Linda (Appeal), Court of Appeals Case No. E067781, SBCSC Case No. CIVDS151085
- b. Paul Marchese and Southwest Regional Council of Carpenters v. City of Loma Linda, SB Sup. Ct. Case #CIVDS1819571

City Attorney Holdaway announced that the City Council had been meeting in closed session on the items as listed on the agenda. Updates were provided to the City Council and there was no final action to report.

The Pledge of Allegiance and invocation were led by Councilman Popescu, no items were added or deleted and no public comment was offered upon invitation of the Mayor.

CC-2018-084 Commendation - Loma Linda resident Ruben Favela for heroism while assisting a deputy during the arrest of a violent, armed gang member

Lt. Matt Griffith introduced Mr. Ruben Favela, who, on November 10, 2018 stepped in and assisted Deputy Rachel Varella in the arrest of suspect using a stolen credit card. Captain Gomez and Deputy Varella joined Lt. Griffith in presenting the commendation to Mr. Ruben Favela. Mr. Favela addressed the City Council and thanked the Sheriff's Department for the honor.

CC-2018-085 - Public Hearing - Determine the project is exempt from CEQA, ratify the Certificate of Appropriateness, and approve the Precise Plan of Design No. P18-106, for the proposed architectural designs and configuration of the Citrus Trails community located at Mission Rd. and California St. within the Citrus Trails Master Plan area, Special Planning Area "D" Land Use Designation, and Planned Community Zone. Project includes the construction of 224 single-family residences, 2 public park facilities, an open-space paseo, 2 lettered lots for water quality basins, and various amenities associated with Tract Map 18990 and Planning Areas 2-6, 2-8, 2-12, 2-13, 2-14, 2-15, 2-16, 2-17, 2-18

Associate Planner Lorena Matarrita presented the staff report into evidence. She reviewed:

The proposal:

- Applicant: Lennar Homes
- Proposed architectural elevations and configuration of the new Citrus Trails community.
- Construction of 224 single-family residences, 2 public park facilities, an open-space paseo, 2 lots for water quality basins, and various amenities on 91.7 acres, associated with Tract Map 18990 and Planning Areas 2-6, 2-8, 2-12, 2-13, 2-14, 2-15, 2-16, 2-17, 2-18.

Background and history:

- Aug 1, 2017- Planning Commission reviewed and recommended approval of the Citrus Trails Master Plan document and its Tract Map and EIR.
- Sept 12, 2017- City Council adopted the aforementioned project.
- July 2018- Lennar Homes submitted PPD application for review of architectural styles and configuration of proposed park and amenities.
- July to Aug 2018- Administrative Review Committee met with applicant several times; provided corrections and recommendations.
- Sept 1, 2018- Historical Commission reviewed street names and initial project.
- Sept 10, 2018- Historical reviewed the architectural styles and made recommendations for elevations. Commended applicant for park designs. Motion to approve ratification of Certificate and approval of PPD project.
- Nov 7, 2018- Planning Commission public hearing. Commended applicant and staff for overall project submittal. Recommended approval.
- Dec 11, 2018- City Council public hearing.

Site Plan/Tract Map:

- Lots range in size from 7,200 to 14,844 sq ft.
- Homes range in size from 1,950 to 4,122 sq ft.
- 8 different floor plans. No same style or floor plan next to each other or across.
- Staggered Setbacks, very large back yards for private and usable space or future pool.
- 3-car garage options, some lots have 2 driveways.
- Main access through California, Citrus, Orange, Mission, Earp, or Park; 16 new streets.
- Paseo/trail, 2 parks, 2 water drainage basins.

Ms. Matarrita continued, indicating the proposal had been through several reviews by staff with revisions to include more color variation, trimmings, window treatment, door colors within the architectural themes. She presented renderings of the various styles, Mediterranean Revival, Prairie, Monterey, Craftsman and Italianate that included elevations of both single story and two story options. She reviewed the various fencing options and block walls, front yard typical plantings, entry monuments and the overall Landscape Plan. Conceptual plans for the North and South Parks were presented as well.

Environment review of the project:

- EIR for Citrus Trails Master Plan and Tract Map was adopted by Council 9-12-17.
- Reports prepared for the project reviewed the impacts associated with construction of 224 dwelling units within the Tract.
- Mitigations and Conditions were adopted and will continue to apply.
- Staff conducted a review of the project application as currently designed in light of the previous environmental documents and determined that no new effects would result and no new mitigation measures would be required for the PPD submittal. Therefore, no further environmental review is necessary. EXEMPT.
- CEQA Guidelines Section 15182 states: "Where a public agency has prepared an EIR on a specific plan ... no EIR or negative declaration need be prepared for a residential project

undertaken pursuant to and in conformity to that plan if the project meets the requirements of this section.”

Ms. Matarrita concluded indicating that the project:

- Complies with goals of General Plan and Citrus Trails Master Plan. Compatible with existing and future uses in area.
- Conditions in place to ensure appropriate compliance with Mitigation and city standards (before, during and after construction).
- Applicant has made every effort possible to provide most appropriate design and layout for the new Citrus Trails community.
- Findings were provided in support of the current proposal and approval.

Staff recommends City Council take the following actions:

- **DETERMINE** the project is exempt from CEQA, and;
- **RATIFY** Certificate of Appropriateness for Precise Plan of Design (PPD) No. P18-106, and;
- **APPROVE** PPD No. P18-106, for the proposed architectural designs and configuration of the Citrus Trails community located at Mission Rd. and California St. within the Citrus Trails Master Plan area and Special Planning Area “D” Land Use Designation. Project includes construction of 224 single-family residences, 2 public park facilities, an open-space paseo, 2 lettered lots for water quality basins, and various amenities associated with Tract Map 18990 and Planning Areas 2-6, 2-8, 2-12, 2-13, 2-14, 2-15, 2-16, 2-17, 2-18 based on the Findings contained in the Staff Report and subject to the Conditions of Approval.

Council Member comments and concerns included:

- Lack of color and variety of color;
- Lack of variety of exterior styles;
- Lack of orange trees;
- The proposed separation of the single story and two story houses, a mix was preferred;
- The possibility of better detailed renderings;
- The desire to review the parks landscape plans after review by the Parks, Recreation and Beautification Committee.

Staff and the developer responded, indicating that the renderings did not do justice to the colors and perhaps better-detailed renderings could be provided.

Assistant City Manager commented that the lack of orange trees was based on Department of Agriculture recommendation due to the need to spray the trees for citrus disease. He indicated that staff would engage with the Department of Agriculture to explore possible options.

Discussion ensued among Council, staff and developer.

Mayor Rigsby opened the Public Hearing; members of the public addressing the City Council:

T. Milford Harrison – the separation of single story and two story options provided privacy; that Jacinto Farms might be a possible resource for citrus trees.

Bernadine Irwin – also liked the separate of single story and two story options as the two story could block views.

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

Motion by Dupper, seconded by Lenart and carried to determine the project is exempt from CEQA, ratify the Certificate of Appropriateness, and approve the Precise Plan of Design No. P18-106 for the proposed architectural designs and configuration of the Citrus Trails community located at Mission Rd. and California St. within the Citrus Trails Master Plan area, Special Planning Area “D” Land Use Designation, and Planned Community Zone. Project includes the construction of 224 single-family residences, 2 public park facilities, an open-space paseo, 2 lettered lots for water quality basins, and various amenities associated with Tract Map 18990 and Planning Areas 2-6, 2-8, 2-12, 2-13, 2-14, 2-15, 2-16, 2-17, 2-18 with the condition to bring the parks landscape plans back to City Council after review by the Parks, Recreation & Beautification Committee. Dailey voted in opposition.

Councilman Popescu suggested that perhaps the process in bringing these same types of projects before City Council include more details in the renderings.

CC-2018-085 Consent Calendar

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

The demands registers:

- dated November 27, 2018 with commercial demands totaling \$1,129,991.68, and payroll demands dated November 15, 2018 totaling \$298,741.70;
- dated November 30, 2018 with commercial demands totaling \$2,431,693.66;
- dated December 11, 2018 with commercial demands totaling \$754,969.07, and payroll demands dated November 29, 2018 totaling \$301,486.18;

The minutes of November 13, 2018 as presented.

The October 2018 Treasurer’s Report for filing.

The September and October 2018 Fire Department Reports for filing.

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

Accepted as complete and authorized recordation of Notice of Completion for resurfacing and striping tennis and pickle ball courts at Elmer Digneo Park and Leonard Bailey Park, California Resurfacing, Contractor.

Accepted grant from Homeland Security Grant Program (HSGP) for fiscal year 2016 in the amount of \$35,900, declared the revenue and authorized an appropriation for the purchase of Ballistic Protection and Hemorrhage-control Kits.

Awarded contract to replace Fire Station 251, Emergency Operations Center and breezeway flooring to New Image Interior Flooring in the amount of \$28,875.00.

Approved the Utility Plant Mechanic position description as presented.

Adopted Council Bill #R-2018-41 adopting modification to the Miscellaneous Compensation Plan and combining with the Safety Compensation Plan as one document for Fiscal Years 2018-2019 and 2019-2020 pursuant to California Code of Regulations §570.5

Resolution No. 2994

A Resolution of the City of Loma Linda City Council adopting the modification to the Miscellaneous Compensation Plan and adopting the Miscellaneous and Safety Compensation Plans for fiscal years 2010-2019 and 2019-2020 as one document pursuant to California Code of Regulations 57.5

Approved the Fire Chief Separation Agreement

Adopted Council Bill #R 2018-40 and Final Tract Map No. 18990 (West side of California Street between Redlands Boulevard and Mission Road, Lennar Homes)

Resolution No. 2995

A Resolution of the City Council of the City of Loma Linda approving final Tract Map 18990 (west side of California Street between Redlands Boulevard and Mission Road, Lennar Homes)

CC-2018-086 – Committee appointments

- a. Traffic Advisory (one vacancy)
- b. Parks, Recreation, Beautification (one vacancy)
- c. Trails Development (two vacancies)

Mayor Rigsby suggested increasing the membership on the Traffic Advisory Committee from 4 to 5 at-large appointments.

Consensus to increase membership and appointed William Chapman and Heath Nicola.

Discussion ensued regarding remaining vacancies.

Consensus to appoint Bernadine Irwin to the Parks, Recreation and Beautification Committee; appointed Heath Nicola to the Trails Development Committee and instruct City Clerk to continue the Vacancy Notice for the remaining vacancy on the Trails Development Committee

CC-2018-087 – Calendar Year 2019 meeting schedule

By common consensus accepted the meeting schedule as presented – meetings on the 2nd Tuesday each month, reserving the 4th Tuesday should business necessitate a second meeting.

Reports of Councilman

Councilman Lenart spoke regarding coyotes coming into the City.

Councilman Dupper thanked the Fire Department and the Fire Association for their participation in the Sheriff Department's Gift of Love Event.

Reports of Officers

CC-2018-088 – Presentation regarding proposed Roundabout at intersection of Anderson Street and Mound Street

City Manager Thaipejr presented the conceptual proposal for a roundabout at the intersection of Anderson Street and Mound Street. He reviewed the current layout of the intersection and as part of the pavement rehabilitation once the hospital construction was complete, considered installation of a roundabout. He presented views of the existing intersection and possible conceptual views that included additional trees and landscaping, additional street lighting, median on Anderson, and the addition of bike lanes. The idea was to enhance the intersection as part of the LLU campus and would assist in traffic flow.

He reviewed the possible traffic flows and signage, installation of necessary crosswalks and sidewalks, as well as additional right-of-way required from LLU. The concept had been presented to the LLUH Master Plan Committee and to the Traffic Advisory Committee for feedback. Concern was expressed regarding the high volume of pedestrian traffic in that area.

City Council comments and concerns included:

- Cost
- Continuing additional landscaping on Anderson
- Pedestrian traffic and possible solutions such as intermittent lighted controlled crossings or diagonal crossing
- Confusion for visitors not familiar with the area
- Extension of median south to Barton
- Maintenance of landscaping, clear agreement between the City and LLUH as to respective responsibilities
- Traffic flow at peak traffic hours
- Emergency vehicle access

City Manager Thaipejr indicated that only a minimal amount of money had been spent to date, and funding would be available from the bond proceeds not used for the widening/realignment of California Street at Redlands Boulevard. He was looking for consensus from the City Council this evening to move forward with plans for the median and landscaping.

City Council was receptive to the concept presented. Consensus was to have the City move forward with the plans for the median and landscape.

Fire Chief Jeff Bender reviewed the dates and routes for the Fire Department Parade of Lights.

The meeting adjourned at 9:15 p.m. to December 18, 2018 at 7:00 p.m.

Approved at the meeting of _____, 2019.

City Clerk

City of Loma Linda
City Council Minutes
Regular Meeting of December 18, 2018

A regular meeting of the City Council was called to order by Mayor Rigsby at 7:05 p.m., Tuesday, December 18, 2018, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

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

The Pledge of Allegiance and invocation were led by Mayor Rigsby, no items were added or deleted and no public comment was offered upon invitation of the Mayor.

CC-2018-089 –
LLHA-2018-20 - Joint meeting of the City Council and Housing Authority regarding presentation of Audit Report for Fiscal Year 2017-2018

The Housing Authority Board was called to order at 7:06 p.m. with all members present except Board Member Dailey. Finance Director DeAnda introduced Veronica Hernandez with Rogers, Anderson, Malody & Scott, LLP. Ms. Hernandez thanked the Finance Department for their help in compiling the necessary documents and information to complete the annual review of the City's financial statements. She continued, outlining the City's responsibilities as:

- Presenting the City's financial position and results of its operations fairly and in conformity with generally accepted accounting principles;
- Adopting sound accounting policies;
- Providing reasonable accounting estimates;
- Establishing and maintaining internal controls; and
- Preventing and detecting fraud.

The Auditors responsibilities included:

- Obtaining reasonable assurance that the financial statements are free of material misstatement;
- Examine, on a test basis, evidence supporting amounts and disclosures;
- Assessing accounting principles used, estimates made, and evaluating the overall financial statement presentation;
- Reviewing the City's internal control policies and procedures;
- Expressing an opinion on the City's financial statements.

Ms. Schultz continued, indicating that the financial statements were fairly presented in all material aspects, significant accounting policies have been consistently applied, estimates were reasonable, and disclosures were properly reflected in the financial statements. There were no disagreements with management, no material errors or irregularities were discovered, and no significant accounting issues were discovered.

Accounting Manager Sonia Fabela then presented the Comprehensive Annual Financial Report (CAFR) which included a Letter of Transmittal, a GFOA Certificate of Achievement for Excellence in Financial Reporting, Principal Officers and an Organizational Chart.

She presented the Financial Statements for the City, the Loma Linda Housing Authority (a special revenue fund), and the Successor Agency to the former Redevelopment Agency (a private purpose trust fund). She also reviewed GASB No. 68 which reported pensions on the Government-wide Financial Statements.

She also reviewed the General Fund, Statement of Revenues, Expenditures and Change in Fund Balance in addition to Water Acquisition, Water Enterprise, Sewer Capital, and Loma Linda Connected Communities. She thanked Accounting Specialist Kaveeta Prasad and all City staff for their assistance in the preparation of the City's 2018 Comprehensive Annual Financial Report.

City Manager Thaipejr and Mayor Rigsby commended City Staff and the Finance Department for maintaining a financially well run City. Finance Director DeAnda noted the hard work by Accounting Manager Sonia Fabela in pulling all portions of the CAFR together.

Motion by Lenart, seconded by Popescu and unanimously carried to receive and file the Audit Report for fiscal year 2017-2018 (Dailey absent)

The meeting adjourned at 7:22 p.m.

Approved at the meeting of _____, 2019.

City Clerk




City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: February 12, 2019

TO: City Council

FROM: Diana De Anda, Finance Director/City Treasurer 

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: December 2018 Treasurer's Report

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

RECOMMENDATION

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

CITY OF LOMA LINDA
COMPOSITION OF CASH
DECEMBER 2018

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	989,779.58
Outstanding Checks as of month-end		(564,573.59)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	425,205.99
BANK OF AMERICA - PAYROLL	\$	31,691.14
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		257,289.45
Outstanding Checks as of month-end		(3,010.60)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	254,278.85
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		83,619.00
Outstanding Checks as of month-end		(4,584.40)
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	79,034.60

DEMAND DEPOSIT ACCOUNTS - TOTAL **\$ 790,210.58**

INVESTMENTS

YIELD

LOCAL AGENCY INVESTMENT FUND (LAIF)			
CITY	2.291%	\$ 39,689,181.64	
CITY - Former RDA Bond Proceeds	2.291%	3,814,089.36	
CITY -Total			43,503,271.00
SUCCESSOR RDA	2.291%		1,420,592.71
HOUSING AUTHORITY	2.291%		993,487.70

INVESTMENTS TOTALS **\$ 45,917,351.41**

OTHER CASH

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

CASH AND INVESTMENTS - GRAND TOTAL **46,709,411.99**

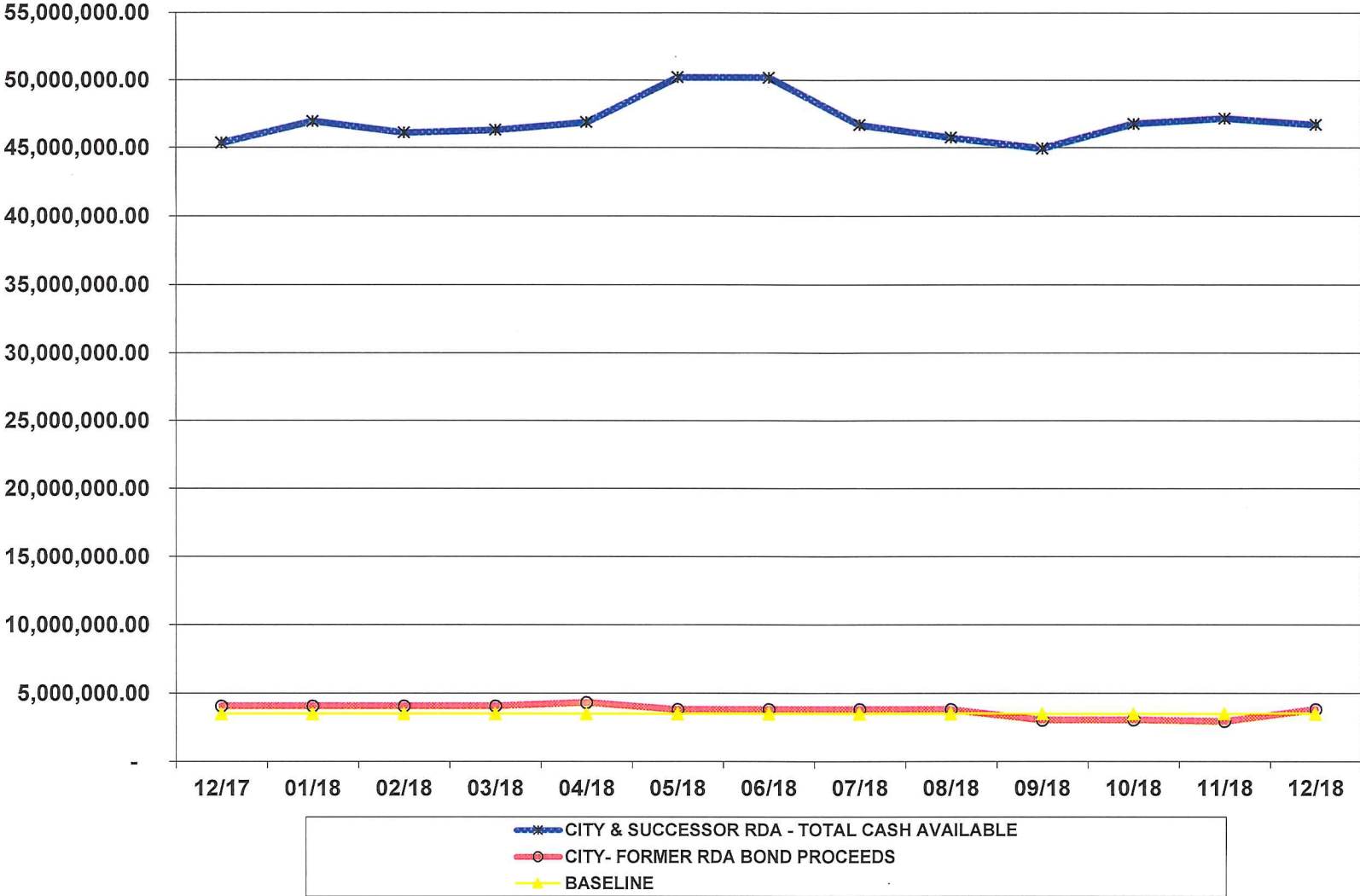
PREVIOUS MONTH 47,184,650.80

CHANGE +/- \$ (475,238.81)

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 12/17-12/18





City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Dan Harker, Acting Fire Chief ^{PH}
SUBJECT: November 2018 Fire Department Activity Report

Approved/Continued/Denied
By City Council
Date _____

Operations Division:

The Fire Department's Operations Division responded to 375 incidents in November 2018. Of the 375 incidents, 82 calls were given in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	200	53.3%	2495	56.2%
Traffic Collision (TC)	21	5.6%	195	4.4%
MA + TC	221	58.9%	2690	60.6%
Hazardous Conditions	0	0.0%	28	0.6%
Hazardous Material	0	0.0%	0	0.0%
Public Assistance	20	5.3%	336	7.6%
Rescue	5	1.3%	39	0.9%
Structure Fire	3	0.8%	35	0.8%
Cooking	1	0.3%	8	0.2%
Vegetation Fire	6	1.6%	45	1.0%
Vehicle Fire	0	0.0%	12	0.3%
Refuse Fire	5	1.3%	32	0.7%
All Fires	15	4.0%	132	3.0%
Good Intent/Dispatched & Cancelled Enroute	88	23.5%	940	21.2%
Fire Alarm Activation*	26	6.9%	274	6.2%

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

Training Division Highlights:

- Monthly Emergency Medical Services (EMS) Training
 - EMS Lecture by Dr. Nguyen
 - Documentation Review by Eng./PM Gray
- Training on Natural Gas Emergency by So. Cal. Gas
- Juvenile Fire Starter Training for Investigators
- Confined Space Training with GATX

Public Relations/Education:

- Loma Linda Children's Hospital Visit by Crew Members
- Participated in the School of Allied Health Lunch Event
- Participated in an Award Ceremony at Firehouse Subs

SUBJECT: November 2018 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	
Clean Agent FM 200 System Inspection	
Construction Site Inspection	6
Fire Alarm System Test & Inspection (# of trips)	
Fire Building Final Inspection	5
Fire Flow Test (Hydrant Testing)	2
Fire Sprinkler Final – Commercial	
Fire Sprinkler Final – Residential	1
Fire Sprinkler Rough – Commercial	1
Fire Sprinkler Rough – Residential	1
Fire Underground – Inspection, test, flush	2
Five Year FS System Certification – Observe Flush	
Knox Box Placement/Inspection	2
New Tenant Inspection	
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	11
Smoke Alarm Check	1
Solar PV Inspection	6
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	5
Fire Code Research (hours)	13
Fire Extinguisher Training	
Meetings	5
Public Education (hours)	
Public Hearings / Council Meetings	
Training Classes (hours)	
Annual Fire Inspections	12
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	10
Field Investigation / Inquiries	4
Fire / Arson / Illegal Burn Investigation	
State Fire Marshal Permits Issued	1
State Fire Marshal Title 19 Inspections: RCF's	8
Weed Abatement Administrative Time (hours)	6
Weed Abatement, Parcels Inspected	



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Dan Harker, Acting Fire Chief *DH*
SUBJECT: December 2018 Fire Department Activity Report

Approved/Continued/Denied
By City Council
Date _____

Operations Division:

The Fire Department's Operations Division responded to 414 incidents in December 2018. Of the 414 incidents, 65 calls were given in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	239	57.7%	2734	56.3%
Traffic Collision (TC)	15	3.6%	210	4.3%
MA + TC	254	61.4%	2944	60.7%
Hazardous Conditions	5	1.2%	33	0.7%
Hazardous Material	0	0.0%	0	0.0%
Public Assistance	18	4.3%	354	7.3%
Rescue	12	2.9%	51	1.1%
Structure Fire	5	1.2%	40	0.8%
Cooking	0	0.0%	8	0.2%
Vegetation Fire	3	0.7%	48	1.0%
Vehicle Fire	1	0.2%	13	0.3%
Refuse Fire	3	0.7%	35	0.7%
All Fires	12	2.9%	144	3.0%
Good Intent/Dispatched & Cancelled Enroute	70	16.9%	1010	20.8%
Fire Alarm Activation*	43	10.4%	317	6.5%

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

Training Division Highlights:

- Monthly Emergency Medical Services (EMS) Training
 - Monthly EMS Training, CQI
 - EMS Lecture by Dr. Nguyen
 - Pharmacology Review

Public Relations/Education:

- Attended the Annual Christmas Tree Lighting Event
- Supported the "Lights for Little Lives" parade
- Parade of Lights
- Annual Spark of Love Toy Drive and delivered gifts and meals to the City employee's Adopt-A-Family recipients
- Supported the Quad Harley-Davidson's 25th Annual Santa Run Toy Drive

SUBJECT: December 2018 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	
Clean Agent FM 200 System Inspection	
Construction Site Inspection	5
Fire Alarm System Test & Inspection (# of trips)	
Fire Building Final Inspection	2
Fire Flow Test (Hydrant Testing)	2
Fire Sprinkler Final – Commercial	
Fire Sprinkler Final – Residential	1
Fire Sprinkler Rough – Commercial	1
Fire Sprinkler Rough – Residential	2
Fire Underground – Inspection, test, flush	2
Five Year FS System Certification – Observe Flush	
Knox Box Placement/Inspection	1
New Tenant Inspection	
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	10
Smoke Alarm Check	1
Solar PV Inspection	
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	
Fire Code Research (hours)	10
Fire Extinguisher Training	
Meetings	8
Public Education (hours)	
Public Hearings / Council Meetings	
Training Classes (hours)	
Annual Fire Inspections	8
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	10
Field Investigation / Inquiries	5
Fire / Arson / Illegal Burn Investigation	
State Fire Marshal Permits Issued	3
State Fire Marshal Title 19 Inspections: RCF's	6
Weed Abatement Administrative Time (hours)	2
Weed Abatement, Parcels Inspected	



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019
TO: City Council
VIA: T. Jarb Thaipejr, City Manager
FROM: Dan Harker, Acting Fire Chief *DH*
SUBJECT: January 2019 Fire Department Activity Report

Approved/Continued/Denied
By City Council
Date _____

Operations Division:

The Fire Department's Operations Division responded to 383 incidents in January 2019. Of the 383 incidents, 62 calls were given in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	217	56.7%	217	56.7%
Traffic Collision (TC)	16	4.2%	16	4.2%
MA + TC	233	60.8%	233	60.8%
Hazardous Conditions	4	1.0%	4	1.0%
Hazardous Material	0	0.0%	0	0.0%
Public Assistance	23	6.0%	23	6.0%
Rescue	8	2.1%	8	2.1%
Structure Fire	2	0.5%	2	0.5%
Cooking	0	0.0%	0	0.0%
Vegetation Fire	1	0.3%	1	0.3%
Vehicle Fire	3	0.8%	3	0.8%
Refuse Fire	1	0.3%	1	0.3%
All Fires	7	1.8%	7	1.8%
Good Intent/Dispatched & Cancelled Enroute	81	21.1%	81	21.1%
Fire Alarm Activation*	27	7.0%	27	7.0%

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

Training Division Highlights:

- Inside the Command Post training, instructed by Division Chief Mike Alder, retired
- EMS Training
 - EMS Skills Training on C-Spine Immobilization
 - Monthly CQI
 - Department Infectious Control Officer (DICO) Training

Public Relations/Education:

- EnVision Chinese EMT Exchange Students station tour
- Loma Linda Academy Elementary site visit

SUBJECT: January 2019 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	
Clean Agent FM 200 System Inspection	
Construction Site Inspection	6
Fire Alarm System Test & Inspection (# of trips)	
Fire Building Final Inspection	4
Fire Flow Test (Hydrant Testing)	
Fire Sprinkler Final – Commercial	
Fire Sprinkler Final – Residential	4
Fire Sprinkler Rough – Commercial	
Fire Sprinkler Rough – Residential	2
Fire Underground – Inspection, test, flush	
Five Year FS System Certification – Observe Flush	
Knox Box Placement/Inspection	2
New Tenant Inspection	
Over-Head Hydro – Commercial	
Over-Head Hydro – Residential	
Plan Check Review / Project Review (hours)	15
Smoke Alarm Check	
Solar PV Inspection	5
EOC Training or Activation (hours)	
Evacuation / Fire Drills, LLUMC, Schools	
Fire Code Research (hours)	10
Fire Extinguisher Training	
Meetings	10
Public Education (hours)	
Public Hearings / Council Meetings	
Training Classes (hours)	
Annual Fire Inspections	7
Engine Co. Computer / RMS (Hours)	
Engine Company Follow-up Inspection (hours)	6
Field Investigation / Inquiries	3
Fire / Arson / Illegal Burn Investigation	
State Fire Marshal Permits Issued	
State Fire Marshal Title 19 Inspections: RCF's	8
Weed Abatement Administrative Time (hours)	4
Weed Abatement, Parcels Inspected	



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director *T.J.T.*
SUBJECT: Approve the Notice of Completion for Pavement Rehabilitation at Various Locations (CIP 18-183)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

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

BACKGROUND

On September 11, 2018, City Council awarded the contract to All American Asphalt of Corona in an amount of \$419,966.15 with an approved contingency amount of \$42,000.

The contractor performed in a responsive, professional and effective manner. During construction, the contractor encountered unforeseen field conditions that required unscheduled work. This consisted of removing unsatisfactory subgrade and installing concrete material to stabilize this part of the project area. The final project cost was \$566,597.

The Capital Projects-Successor Agency Bond (SAB) funds were appropriated for the construction of the Redlands Boulevard and California Street widening project. During the construction phase, \$1M of regional Measure I – Major Arterial Streets (MSART) funds were identified as eligible for the project. By accepting the regional MSART funding for the Redlands Boulevard and California Street widening project, unspent Capital Projects-Successor Agency Bond funds are available. These funds partially funded this project. The additional project costs will come from the unspent funds.

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

FINANCIAL IMPACT

Funding for this project was provided by 26-5340-8500 \$308,000, (Measure I – Infrastructure Acct) and 45-2400-8500, \$258,597 (Successor Agency Bond – Infrastructure Acct) from existing appropriations and funds to be reallocated from Redlands Blvd. and California St. widening project.

RECORDING REQUESTED BY:

AND

WHEN RECORDED MAIL TO:

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

APN# - Unkonwn

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

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

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

Names	Addresses
-------	-----------

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

Names	Addresses
-------	-----------

7. A work of improvement on the property hereinafter described was COMPLETED December 7, 2018

8. The work of improvement completed is described as follows: Pavement Rehabilitation at Various City Locations (CIP 18-183)

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is _____
All American Asphalt, 400 E. Sixth St., Corona, CA 92878

10. The street address of said property is Various Street locations in Loma Linda

11. The property on which said work of improvement was completed is in the City of Loma Linda
County of San Bernardino, State of California, and is described as follows:
Pavement Rehabilitation at Various Locations (CIP 18-183)

Signature of Owner or Agent Owner _____ Date: _____

Verification of INDIVIDUAL owner _____: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the _____ of the aforesaid interest or "PRESIDENT, PARTNER, MANAGER, AGENT, ETC."

in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place (Signature of person signing on behalf of owner)



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director *T.J.T.*
SUBJECT: Approve the Notice of Completion for the Construction of Sidewalks at Various Locations. (CIP 18-184)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

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

BACKGROUND

On August 14, 2018, City Council awarded the contract to All Cities Engineering, Inc. of Jurupa Valley in an amount of \$159,400 with an approved contingency amount of \$16,000.

The contractor performed in a responsive, professional and effective manner. As construction began, additional sidewalk areas were identified as safety hazards. Those sidewalk areas as well as additional linear footage to the hand railing were added to the project construction. The final project cost was \$200,632.

The Capital Projects-Successor Agency Bond (SAB) funds were appropriated for the construction of the Redlands Boulevard and California Street widening project. During the construction phase, \$1M of regional Measure I – Major Arterial Streets (MSART) funds were identified as eligible for the project. By accepting the regional MSART funding for the Redlands Boulevard and California Street widening project, unspent Capital Projects-Successor Agency Bond funds are available. These funds partially funded this project. The additional project costs will come from the unspent funds.

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

FINANCIAL IMPACT

Funding for this project was provided by 26-5340-8500 \$100,000, (Measure I – Infrastructure Acct) and 45-2400-8500, \$100,632 (Successor Agency Bond – Infrastructure Acct) from existing appropriations and funds to be reallocated from Redlands Blvd. and California St. widening project.

RECORDING REQUESTED BY:

AND

WHEN RECORDED MAIL TO:

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

APN# - Unkonwn

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

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

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

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

7. A work of improvement on the property hereinafter described was COMPLETED December 4, 2018

8. The work of improvement completed is described as follows: Construct Sidewalk at Various City Locations (CIP 18-184)

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is All Cities Engineering, Inc., 5881 Snowgrass Tr., Jurupa Valley, CA 92509

10. The street address of said property is Sidewalk improvements at various locations in Loma Linda

11. The property on which said work of improvement was completed is in the City of Loma Linda
County of San Bernardino, State of California, and is described as follows:
Construct Sidewalks at Various Locations (CIP 18-184)

Signature of Owner or Agent Owner _____ Date: _____

Verification of INDIVIDUAL owner _____: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the _____ of the aforesaid interest or "PRESIDENT, PARTNER, MANAGER, AGENT, ETC."

in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place (Signature of person signing on behalf of owner)



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director *TJT*
SUBJECT: Approve the Notice of Completion for Pavement Rehabilitation at Starr Street, Hillcrest Street and Richardson Street partially funded by CDBG (CIP 18-185)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

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

BACKGROUND

On October 9, 2018, City Council awarded the contract to Hardy and Harper, Inc. of Santa Ana in an amount of \$150,384 with an approved contingency amount of \$15,000.

The Contractor performed in a responsive, professional and effective manner and within the project budget. The final project cost was \$148,341.

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

FINANCIAL IMPACT

Funding for this project was provided by 32-5400-8500 (CDBG Infrastructure Acct) and 07-7300-8500 (SB1 – Infrastructure Acct).

I:\Public Works Admin\Staff Reports\Notice of Completion\Pav Rehab Starr St Hillcrest Richaradson 02-12-19.doc

RECORDING REQUESTED BY:

AND

WHEN RECORDED MAIL TO:

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

APN# - Unkonwn

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

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

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

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

Names	Addresses
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7. A work of improvement on the property hereinafter described was COMPLETED December 20, 2018
8. The work of improvement completed is described as follows: Pavement Rehabilitation at Starr St., Hillcrest St., and Richardson St. (CIP 18-185)
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Hardy & Harper, Inc., 1312 E. Warner Ave., Santa Ana, CA 92705
10. The street address of said property is Starr Street, Hillcrest Street, and Richardson St. in Loma Linda
11. The property on which said work of improvement was completed is in the City of Loma Linda
County of San Bernardino, State of California, and is described as follows:
Pavement Rehabilitation at Starr St., Hillcrest St., and Richardson St. (CIP 18-185)

Signature of Owner or Agent Owner _____ Date: _____

Verification of INDIVIDUAL owner _____: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the _____ of the aforesaid interest or "PRESIDENT, PARTNER, MANAGER, AGENT, ETC."

in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of person signing on behalf of owner)



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019

TO: City Council

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

SUBJECT: Approve the Notice of Completion of Cottonwood Park Improvements (CIP 18-735)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

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

BACKGROUND

On September 11, 2018, City Council awarded the contract to Tot Lot Pros of Fontana in an amount of \$47,042.14 with an approved contingency amount of \$5,000.

The Contractor performed in a responsive, professional and effective manner completing the work within the budget. The final project cost was \$47,042.14.

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

FINANCIAL IMPACT

Funding for this project was provided by 04-5320-8500, Park Capital Fund-Infrastructure.

I:\Public Works Admin\Staff Reports\Notice of Completion\Cottonwood Pk Imp 02-12-19.doc

Signature of Owner or Agent Owner _____ Date: _____

Verification of INDIVIDUAL owner _____: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the _____ of the aforesaid interest or "PRESIDENT, PARTNER, MANAGER, AGENT, ETC."

in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of person signing on behalf of owner)



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019

TO: City Council

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

SUBJECT: Approve Appropriation Request of \$23,000 from General Fund Balance to Street Maintenance Account.

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that City Council approve an appropriation of \$23,000 from General Fund Balance to Street Maintenance Account.

BACKGROUND

The City has several unfilled Public Works Maintenance positions. Due to the 2008-09 recession, as personnel moved on positions were left open. Recent development and workloads have increased, straining our ability to address the level of service the community has come to expect.

ANALYSIS

Approval of the appropriation will allow the Street Maintenance and Parks Maintenance divisions to continue to provide a high level of service. This funding is to cover cost for the remainder of the fiscal year for one (1) unfilled Maintenance 1 position. The position will be cross trained for both streets and parks maintenance. Future annual budgets will include continued funding for this as well as other positions as needed.

FINANCIAL IMPACT

Appropriate \$23,000 from General Fund balance to Street Maintenance Account, 01-3200.



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019

TO: City Council

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

SUBJECT: Approval of Council Bill #R 2019-06 approving a tentative parcel map waiver and approving Final Parcel Map No. 20075 (Patel, north side of Redlands Boulevard, west of Richardson Street)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve Council Bill #R 2019-06 approving a tentative parcel map waiver and approving Final Parcel Map No. 20075.

BACKGROUND

The purpose of this map is to subdivide one parcel into two (2) parcels for construction of a hotel facility. The parcel map was required as a condition of approval for the project. This will be the third hotel developed by the applicant in this area. He installed the off-site improvements and service stub-outs in anticipation of this project. On-site improvement plans have been submitted and are under review.

ANALYSIS

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

\\CLL-SV-FILE\Public Works\Public Works Admin\Staff Reports\Final Map Approval\Accept PM 20075.doc

RESOLUTION NO. R 2019-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, APPROVING A TENTATIVE PARCEL MAP WAIVER AND APPROVING FINAL PARCEL MAP 20075 (Northside of Redlands Boulevard, west of Richardson Street)

WHEREAS, the purpose of this map is to subdivide an existing lot into two lots for construction of a hotel facility at the north side of Redlands Boulevard, west of Richardson Street; and

WHEREAS, Parcel Map 20075 has been filed with the Public Works Department and has been checked for technical correctness and requirements of the Subdivision Map Act; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda hereby approves a tentative parcel map waiver and approves Final Parcel Map 20075.

PASSED, APPROVED AND ADOPTED this 12th day of February 2019 by the following vote:

Ayes:
Noes:
Absent:

Rhodes Rigsby, Mayor

ATTEST:

Barbara Nicholson, City Clerk



City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: February 12, 2019

TO: City Council

FROM: Barbara Nicholson, City Clerk *B.N.*

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

SUBJECT: Accept Donation of Smoke/Carbon Monoxide Detectors and Authorize Distribution by the Fire Department

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council accept the donation and authorize the Fire Department to distribute.

BACKGROUND

The City's Fire Marshal Jamie Gray received an inquiry from Amazon regarding a donation of smoke/carbon monoxide detectors to the Fire Department. Amazon will regularly make donations of items that have been either discontinued or they are unable to sell; the donation is typically more cost effective than returning to the manufacturer. The smoke/carbon monoxide detectors are quality, brand name and would be distributed by the Fire Department to elderly and/or needy persons in the community for the purpose of preserving public safety and reducing the public costs of fire-related injuries.

FINANCIAL IMPACT

There is no direct financial impact to the City.



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director *T.J.T.*
SUBJECT: Proposed Increases in Wastewater (Sewer) Utility Service Rates and Charges.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council waive reading of Council Bill #O-2019-01 in its entirety; direct the Clerk to read by title only and adopt on roll call vote.

BACKGROUND

On January 8, 2019, the City Council conducted a public hearing and introduced the proposed ordinance on First Reading. The wastewater rate has two (2) components, City of Loma Linda portion for collection and City of San Bernardino portion for treatment. The proposed rate increase affects the City of Loma Linda portion only. The City of San Bernardino portion is not being changed at this time and will not receive any revenue from this action.

This proposed rate increase is based on the rate study that was presented at the meeting of November 13, 2018. Pursuant to Section 6 of the California Constitution, Article XIID (Prop. 218) a Notice of Public Hearing regarding this matter was sent to the record property owners and residents on November 21, 2018. The notice was sent at least 45 days prior to the public hearing. The notice included instructions on how to protest the proposed increase.

ANALYSIS:

5100 notices were sent to residents and owners with 93 returned as undeliverable. We have received written protests representing thirty (30) properties. The proposed increases are to cover the City costs projected for the next five years. The average increase is 4.5% annually. The City's commitment is to provide the highest quality service at the lowest possible rates while meeting all legal obligations. A utility is expected to recover the costs required to provide and maintain services. The effective date, due to the thirty day requirement from adoption date, will be March 14, 2019.

FINANCIAL:

Rate increase to cover City cost.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ESTABLISHING WASTEWATER COLLECTION RATES EFFECTIVE MARCH 14, 2019, AND REPEALING ORDINANCE NO. 728

WHEREAS, pursuant to Article XIII B of the California Constitution, it is the intent of the City Council to require the ascertainment and recovery of costs reasonably borne from fees and charges levied therefor in providing the regulation, products or services hereinafter enumerated in this resolution; and

WHEREAS, there exists between the City of San Bernardino and the City of Loma Linda a Joint Powers Agreement pertaining to wastewater collection and treatment; and

WHEREAS, a study was conducted by the City of Loma Linda to determine the costs to provide wastewater collection, permitting, and inspection services; and

WHEREAS, the City of San Bernardino rate component for the treatment of wastewater from the City of Loma Linda to the treatment plant is independent of the City of Loma Linda approved components; and

WHEREAS, Article XIII D, Section 6(a) of the State Constitution (Proposition 218), passed by the voters of California on November 5, 1996, requires municipalities to give written notice to the owners of parcels upon which proposed water-, refuse- and/or sewer-related fees or charges are to be applied; and

WHEREAS, Proposition 218 requires that a public hearing shall be conducted not less than 45 days after the mailing of a notice of a public hearing on property-related fee adjustments to the record owners of each identified parcel upon which the fee is proposed for imposition; and

WHEREAS, Proposition 218 provides that, if written protests against proposed property-related fees are presented by a majority of the property owners of record upon which the proposed fees would be imposed, the fee adjustment shall not be implemented; and

WHEREAS, the City has considered all comments and correspondence, and the findings and conclusions made by the City pursuant to this Ordinance are based upon all of the oral and written evidence presented to it and taken as a whole.

NOW, THEREFORE, the City Council of the City of Loma Linda does ordain as follows:

SECTION 1. FINDINGS.

The City Council finds:

a. Notice of the proposed amended wastewater collection rates and of the public hearing thereon was given pursuant to Proposition 218 to record owners of all affected parcels on November 21, 2018. 5100 notices were sent to residents and owners with 22 returned as undeliverable.

b. The public hearing required by Proposition 218 was duly held by the City Council, pursuant to notice, on January 8, 2019.

c. Nineteen (19) written protests were received in opposition to the proposed amended wastewater collection rates, constituting less than a majority of the affected property owners.

d. Revenues derived shall not exceed the funds required to provide the property-related service.

e. Revenues derived shall not be used for any purpose other than that for which the fee is imposed.

f. The fee imposed shall not exceed the proportional cost of the service.

g. No fee may be imposed unless the service is actually used by, or immediately available to, the owner of the property.

h. No fee may be imposed for general governmental services such as police, fire, ambulance, or library services where the service is available to the public at large in substantially the same manner as it is to property owners.

i. This ordinance provides for the immediate preservation of the public peace, health or safety in that the adjustment of wastewater collection rates to include City of San Bernardino pass-through charges so that the rates charged to City customers fully support the cost of providing necessary services and facilities to treat wastewater. If rates are not so adjusted, the budgeted maintenance of City facilities and construction of additional facilities would be disrupted by the transfer of funds intended for those purposes to cover pass-through charges. Other necessary services would be curtailed by a lack of funds.

SECTION 2. Pursuant to the Joint Powers Agreement and Resolutions 517 and 2004-124 of the City of San Bernardino, industrial waste discharge permits, monitoring fees and non-domestic waste inspection fees, domestic liquid waste disposal permits, analysis fees, and non-compliance re-sampling fees shall pertain to the following:

- Domestic Liquid Waste
- Industrial Waste Discharge Permit Fee
- Industrial Waste Discharge Monitoring Fee
- Non-Domestic Waste Inspection Fee
- Domestic Liquid Waste Disposal Permit Fee
- Domestic Liquid Waste Analysis Fee
- Domestic Liquid Waste Non-Compliance Fee

The City of San Bernardino Sewer Treatment Charge (pass through) is established pursuant to Exhibit "B" attached hereto and made a part hereof. Said pass through charge shall be added to all Loma Linda water/sewer/trash bills.

SECTION 3. Pursuant to the provisions of Section 13.12.020 of the Loma Linda Municipal Code, any premises which are served by a connection to the system of sewage and waste water treatment of the City shall be charged and the owner thereof shall pay a sewer service charge based on the monthly charges established pursuant to Exhibit "A" attached hereto and made a part hereof, excluding City of San Bernardino charges for treatment, which are on Exhibit "B" attached hereto and made a part hereof.

SECTION 4. All other dischargers who are also served by metered water service will pay a monthly flat charge of two dollars (\$2.00) per account in addition to the charge based on the number of cubic feet of water used and a rate which is based on the strength of the wastewater. All connections will be divided into six (6) Classifications. The connections within each Class will have similar discharge characteristics and will be charged the same rate.

SECTION 5. Commercial uses in the following Commercial Class groups shall be charged the rates indicated for each 100 cubic feet of water usage, but not less than the monthly charge for a single-family residence.

- a. Commercial Class I shall consist of the following:

Mobile Home Parks
Multi-Family (4-units or more)

- b. Commercial Class II Category a shall consist of the following:

Auto Dealers	Non-Office
Bakeries	Public Transportation
Barber & Beauty Shops	Service Clubs
Department & Retail Stores	Storage Facilities
Dry Cleaners	

Commercial Class II Category b shall consist of the following:

Bars Without Dining Facilities	Miscellaneous Offices
Hotels/Motels Without Dining Facilities	Offices

- c. Commercial Class III shall consist of the following:

Auto Repair	Auto Steam Clean
Car Wash	Truck Repair
Service Stations	

- d. Commercial Class IV shall consist of the following:

Industrial/Commercial Laundries	Mortuaries
Laundromats	

- e. Commercial Class V shall consist of the following:

Restaurants	Hotels/Motels With Dining Facilities
Fast Food Establishments	

- f. Class VI (Institutional) shall consist of the following:

Civic Center	VA Hospital
Loma Linda Community Hospital	Schools
Loma Linda University Medical Center	Churches
Convalescent Homes	Pre-School and Day Care

SECTION 6. If any discharger can establish to the satisfaction of the Public Works Director that a substantial volume of water usage does not enter the sewer system, the Public Works Director shall determine a volume of water usage which he determines to be equitable. The Public Works Director may require installation of separate meters or sub-meters on any such system at no cost to the City.

SECTION 7. If any discharger can establish to the satisfaction of the Public Works Director that the amount and nature of the pollutants in its discharge vary significantly from others in its classification, the Public Works Director shall determine the suitable Class. Dischargers which cannot be classified into one of the existing classifications will be charged at the rates for Class III customers.

SECTION 8. Any questions as to the proper Class of a discharger will be determined by the Public Works Director.

SECTION 9. No discharger shall discharge wastewater with an electrical conductivity exceeding 1,000 microhms per centimeter for any day, and the discharger's daily average during any month shall not exceed 750 microhms per centimeter. Dischargers exceeding these values may be subject to payment of fines or surcharges on their monthly sewer bills.

SECTION 10. If a discharger is not connected to the City water system, the Public Works Director shall determine the volume of water to be used in determining the monthly charge. The Public Works Director may require that an approved metering device be installed to measure the volume of water discharged to the sewer system. The metering installation will be at no cost to the City.

SECTION 11. The Public Works Director may require the installation of a flow meter and/or sampling device to monitor the discharge of any facility discharging into the City sanitary sewer system whenever he determines that metering and sampling are necessary to determine the proper charges. Classes II, III and IV users may be required to install flow meters and monitoring equipment as specified by the Public Works Director.

SECTION 12. When the monthly service charge is determined by flow measurement and/or sampling and testing for strength and/or type of pollutants, these services will be performed by a facility and/or persons approved by the Public Works Director.

SECTION 13. All expenses incurred by the City for flow measurement, sampling and laboratory testing shall be in addition to the monthly service charge, except for customers who have approved flow measuring equipment with automatic samplers.

SECTION 14. All metering and sampling devices and facilities shall be approved by the Public Works Director.

SECTION 15. All metering and sampling devices and facilities shall be maintained in a manner acceptable to the Public Works Director.

SECTION 16. No facility or person may make a connection to, or discharge into the City sanitary sewer system without the prior approval of the Public Works Director.

SECTION 17. All dwellings, apartment houses and places of commercial and industrial business in which wastewater is generated within the City shall be required to use the collection and treatment service of the City and to pay the charges set forth by the Department of Public Works.

SECTION 18. The City Manager, Finance Director and Public Works Director are hereby directed to update annually the projections of costs, capital needs, reserves and revenues for the City wastewater utility, which projections initially were provided by the model upon which the rates set herein are based.

A. Annual Progress Report: Such update shall be prepared as a part of the City Annual Budget and shall be presented to the City Council in the form of a Progress Report on the accomplishment of scheduled capital improvement projects, fixed asset replacement projects, estimates of the adequacy of operational expenses and reserves, and revenue and rate, with a certification by the three above-listed City officials that those rates are adequate to maintain the physical integrity, the maintenance of all required health standards, adequate levels of maintenance and expansion, and adequate quality of facilities for the collection system.

B. Unanticipated and Emergency Needs: The Annual Progress Report shall also recommend rate changes for which rates have already been set by the City Council, if such changes are determined to be necessary. Such rate changes shall be recommended if, in the judgment and written report of the three aforementioned City officials, unanticipated costs or revenues, and emergency needs of the Sewer Utility are such that either rate reductions or rate increases are appropriate and warranted.

SECTION 19. Billing and collection charges for sewer service shall be included on the regular City utility bill to customers who have City water service. When the sewer customer does not have City water service, a separate bill for sewer service shall be mailed in accordance with standard billing procedures to the person who owns or controls the premises serviced.

SECTION 20. Delinquent Sewer Service. Once a sewer service bill has been declared delinquent in accordance with the provisions of these rules and regulations, it shall be the responsibility of the owner of the property, or the consumer requesting reconnection, to pay the delinquent bill and disconnection/reconnection charges, if any.

A consumer's sewer service may be discontinued by the Public Works Director for the non-payment of a bill for sewer service at a previous location, provided said bill has not been paid within thirty (30) days after presentation at the new location.

SECTION 21. Ordinance No. 728 is hereby repealed.

SECTION 22. These rules and regulations shall be in full force and effect from and after the 14th day of March 2019.

SECTION 23. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 24. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted three (3) prominent places in the City of Loma Linda and to cause publication once in The Sun, the official newspaper of the City of Loma Linda, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Ordinance No.

Page 6

Introduced at a regular meeting of the City Council held on January 8, 2019, and adopted as an ordinance of the City of Loma Linda at a regular meeting of the City Council held on February 12, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Rhodes Rigsby, Mayor

ATTEST:

Barbara Nicholson, City Clerk

EXHIBIT "B"

**City of San Bernardino Pass Through Loma Linda
Schedule of Wastewater Treatment Charges and Rates**

Classification	Existing Charges
	\$/month
Residential (Single Family)	\$21.55
Multi-Family (2 units)	\$43.10
Multi-Family (3units)	\$64.64
Multi-Family (4 units or more); Mobil Home Park	\$1.97
Non-Residential	\$3.52
Industrial	\$0.28

Commercial Use Monthly Volume Rates

Classification	Existing Rates
	\$/HCF
Multi-Family (4 units or more); Mobil Home Park	\$1.53
Retail, Commercial, Light Industrial	\$2.55
Auto Repair, Car Wash	\$1.58
Offices, Motels (without Restaurant)	\$1.83
Restaurant, Hotels	\$3.28
Laundromat	\$1.83
Hospital, Convalescent Home	\$1.63
School, Church, Nursery School	\$1.33

Rate charged on water consumed through the meter.

Commercial Use Monthly Volume Rates

Classification	Existing Rates
Domestic Liquid Waste (\$/Gallon)	\$0.049
Industrial Wastewater Charges	
Discharge Flow (\$/MG)	\$1,094.00
Biochemical Oxygen Demand Charge (\$/1000 Lbs.)	\$438.00
Suspended Solids Charge (\$/1000 Lbs.)	\$778.00

Rate charged on water consumed through the meter.



City of Loma Linda Official Report

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

COUNCIL AGENDA: February 12, 2019
TO: City Council
FROM: T. Jarb Thaipejr, City Manager/Public Works Director *T.J.T.*
SUBJECT: Proposed Increases in Water Utility Service Rates and Charges.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council waive reading of Council Bill #O-2019-02 in its entirety; direct the Clerk to read by title only and adopt on roll call vote.

BACKGROUND

On January 8, 2019, the City Council conducted a public hearing and introduced the proposed ordinance on First Reading. This proposed rate increase is based on the rate study that was presented at the meeting of November 13, 2018. Pursuant to Section 6 of the California Constitution, Article XIIIID (Prop. 218) a Notice of Public Hearing regarding this matter was sent to the record property owners and residents on November 21, 2018. The notice was sent at least 45 days prior to the public hearing. The notice included instructions on how to protest the proposed increase.

ANALYSIS:

5100 notices were sent to residents and owners with 93 returned as undeliverable. We have received written protests representing thirty (30) properties. The proposed increases are to cover City costs projected for the next five years. The City's commitment is to provide the highest quality service at the lowest possible rates for our customers while meeting all legal obligations. A utility is expected to recover the costs required to provide and maintain those services. The effective date, due to the thirty day requirement from adoption date, will be March 14, 2019.

FINANCIAL:

Rate increase to cover City cost.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, MODIFYING THE WATER RATES EFFECTIVE MARCH 14, 2019, AND REPEALING ORDINANCE NO. 717

WHEREAS, the City Council, in response to increased costs to provide water service, has at various times amended said water rates; and

WHEREAS, pursuant to Articles XIII B and XIII C of the California Constitution, it is the intent of the City Council to require the ascertainment and recovery of costs reasonably borne from fees and charges levied therefor in providing the regulation, products or services hereinafter enumerated in this ordinance; and

WHEREAS, the City is allowed to recover the operational costs, including the ability to maintain the operations and financial stability of the water system; and

WHEREAS, the 2018 rate study was updated to determine the suitability of the City's utility rate structure and to determine its ability to comply with the bonding agency's regulations; and

WHEREAS, the study revealed a need to increase rates for the next five (5) years beginning in March 2019 in order to be in compliance with the bonding agency's regulations and meet expenses; and

WHEREAS, Article XIII D, Section 6(a) of the State Constitution (Proposition 218), passed by the voters of California on November 5, 1996, requires municipalities to give written notice to the owners of parcels upon which proposed water-, refuse- and/or sewer-related fees or charges are to be applied; and

WHEREAS, Proposition 218 requires that a public hearing shall be conducted not less than 45 days after the mailing of a notice of a public hearing on property-related fee adjustments to the record owners of each identified parcel upon which the fee is proposed for imposition; and

WHEREAS, Proposition 218 provides that, if written protests against proposed property-related fees are presented by a majority of the property owners of record upon which the proposed fees would be imposed, the fee adjustment shall not be implemented; and

WHEREAS, the City has considered all comments and correspondence, and the findings and conclusions made by the City pursuant to this Ordinance are based upon all of the oral and written evidence presented to it and taken as a whole.

NOW, THEREFORE, the City Council of the City of Loma Linda does ordain as follows:

SECTION 1. FINDINGS.

The City Council finds:

- a. Notice of the proposed amended water rates and of the public hearing thereon was given pursuant to Proposition 218 to record owners of all affected parcels on November 21, 2018. 5100 notices were sent to residents and owners with 22 returned as undeliverable.
- b. The public hearing required by Proposition 218 was duly held by the City Council on January 8, 2019, pursuant to notice.
- c. Nineteen (19) written protests were received in opposition to the proposed amended water rates, constituting less than a majority of the affected property owners.
- d. Revenues derived shall not exceed the funds required to provide the property-related service.
- e. Revenues derived shall not be used for any purpose other than that for which the fee is imposed.
- f. The fee imposed shall not exceed the proportional cost of the service.
- g. No fee may be imposed unless the service is actually used by, or immediately available to, the owner of the property.
- h. No fee may be imposed for general governmental services such as police, fire, ambulance, or library services where the service is available to the public at large in substantially the same manner as it is to property owners.

SECTION 2. CONCLUSIONS

- a. The minimum water rates are hereby established pursuant to Exhibit "A" attached hereto and made a part hereof.
- b. Rates for private fire lines used exclusively for commercial fire protection, whether said lines are connected with automatic sprinkling systems or hose attachments are hereby established pursuant to Exhibit "A" attached hereto and made a part hereof.
- c. Rates for agricultural water shall be determined by a separate agreement.
- d. The City of Loma Linda retains the right to be the retail water purveyor for all domestic water service within the City limits of the City of Loma Linda and areas beyond the City limits by written agreement with the exception of those institutionally related services which at any time receive water from the Loma Linda University Water System.
- e. Ordinance No. 717 is hereby repealed.

- f. The effective date of the rates shall be March 14, 2019.

SECTION 3. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted at three (3) prominent places in the City of Loma Linda and to cause publication once in The Sun, the official newspaper of the City of Loma Linda, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on January 8, 2019, and adopted as an ordinance of the City of Loma Linda at a regular meeting of the City Council held on February 12, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Rhodes Rigsby, Mayor

ATTEST:

Barbara Nicholson, City Clerk

Exhibit A - Schedule of Proposed Water Service Rates

Bi-Monthly Fixed Charges

Class	Meter Size	Existing Charge ^[1]	Proposed Bi-Monthly Fixed Charges (\$ per bi-month)				
			3/14/19	1/1/20	1/1/21	1/1/22	1/1/23
	inches	\$/bi-month	\$/bi-month	\$/bi-month	\$/bi-month	\$/bi-month	\$/bi-month
All	3/4"	\$30.26	\$32.84	\$34.31	\$35.85	\$37.46	\$39.15
	1"	55.39	45.68	47.73	49.88	52.12	54.47
	1 1/2"	114.06	72.49	75.75	79.16	82.72	86.44
	2"	303.05	114.05	119.18	124.54	130.14	136.00
	3"	544.40	316.00	68.00	330.93	345.82	361.38
	4"	826.67	423.18	442.22	462.12	482.92	504.65
	6"	1,116.49	819.65	856.53	895.07	935.35	977.44
	8"	1,261.37	1,272.78	1,330.05	1,389.90	1,452.45	1,517.81
	10"	\$1,406.31	\$1,824.05	\$1,906.13	\$1,991.91	\$2,081.55	\$2,175.22

Bi-Monthly Volume Rates

Class	Rate Block	Existing Rates ^[1]	Proposed Volume Rates (\$ per HCF)				
			3/14/19	1/1/20	1/1/21	1/1/22	1/1/23
All	in HCF	\$/HCF	\$/HCF	\$/HCF	\$/HCF	\$/HCF	\$/HCF
Tier 1	First 10	\$1.43					
Tier 2	Next 390	1.92					
Tier 3	Next 400	2.11					
Tier 4	Over 800	\$2.29					
Single family residential							
Tier 1	0-18		\$1.60	\$1.67	\$1.75	\$1.83	\$1.91
Tier 2	18-50		\$2.30	\$2.40	\$2.51	\$2.62	\$2.74
Tier 3	over 50		\$3.24	\$3.39	\$3.54	\$3.70	\$3.87
	Multi family residential		\$1.77	\$1.85	\$1.93	\$2.02	\$2.11
	Commercial		\$2.31	\$2.41	\$2.52	\$2.63	\$2.75
	Irrigation		\$2.54	\$2.65	\$2.77	\$2.89	\$3.02

Bi-Monthly Charge - Every two (2) months

HCF - Hundred Cubic Feet = 748 gallons

Bi-Monthly Fire Protection Charges

Size	Existing Charge ^[1]	Proposed Bi-Monthly Fixed Charges (\$ per bi-month)				
		3/14/19	1/1/20	1/1/21	1/1/22	1/1/23
inches	\$/bi-month	\$/bi-month	\$/bi-month	\$/bi-month	\$/bi-month	\$/bi-month
1"	N/A	\$0.85	\$0.89	\$0.93	\$0.97	\$1.01
1 1/2"	N/A	2.48	2.59	2.71	2.83	2.96
2"	\$21.78	5.29	5.53	5.78	6.04	6.31
2 1/2"	25.55	15.37	16.06	16.78	17.54	18.33
3"	31.24	32.75	34.23	35.77	37.38	39.06
4"	41.29	95.14	99.43	103.90	108.58	113.47
6"	61.93	202.76	211.88	221.41	231.37	241.78
8"	85.55	364.63	381.03	398.18	416.10	434.82
10"	\$115.02	\$588.97	\$615.47	\$643.17	\$672.11	\$702.35

Existing rates became effective January 1, 2018.

Bi-Monthly Charge - Every two (2) months

HCF - Hundred Cubic Feet = 748 gallons



City of Loma Linda Official Report

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

CITY COUNCIL AGENDA: February 12, 2019

TO: City Council

FROM: Barbara Nicholson, City Clerk *BN*

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

SUBJECT: Accept with regret the resignations of James Shipp from the Historical Commission and Susan Israel from the Trails Development Committee; declare vacancies and provide direction to Staff regarding filling these vacancies

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council accept with regret the resignations of James Shipp from the Historical Commission and Susan Israel from the Trails Development Committee; declare vacancies and provide direction to Staff regarding filling these vacancies.

BACKGROUND

James Shipp, appointed in 2000, has submitted his resignation from the Historical Commission citing personal and health reasons. Susan Israel, appointed in 2012, emailed that she has moved to Northern California and therefore resigning from the Trails Development Committee. The Trails Development Committee currently as one additional vacancy.

Current membership:

Historical Commission

9 members, serve 4 year terms

Current members:

2022 Term

William Coffman

Betty Stark

2020 Term

Georgia Hodgkin

Fred Ramos

Dick Wiley

**James Shipp - resigning*

2019 Term

Michael Stewart

Lori Curtis

Unlimited Term

Dick Shafer

Trails Development Committee

10 members, serve 3 year terms

Current members:

2021 Term

Jim Walling

Rhonda Hwang

James Earsom

Jamie Dupper

** Susan Israel - resigning*

2020 Term

Dick Wiley

Robert Stewart

Heath Nicola

2019 Term

Victor Miller

Vacant – already posted

City Council options:

- 1 – Declare the vacancies and direct City Clerk to post the vacancies; or
- 2 – Consider reducing the number of members on the respective committees.



City of Loma Linda Official Report

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

Approved/Continued/Denied
By City Council
Date _____

CITY COUNCIL AGENDA: February 12, 2019

TO: City Council

FROM: Barbara Nicholson, City Clerk/Authority Secretary *BN*

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

SUBJECT: **Joint Meeting** of the City Council and Housing Authority pertaining to the sale of 25450 Sonora Loop and approving a Homebuyer Loan Agreement (25450 Sonora Loop) [City Clerk]

- a. LLHA Bill #R-2019-01 - Approving A Homebuyer Loan Agreement with Wendi K. Lopez
- b. Council Bill #R-2019-05 - Approving certain actions to be taken in connection with implementation of a Homebuyer Loan Agreement by and between The Loma Linda Housing Authority and Wendi K. Lopez

RECOMMENDATION

It is recommended that the Housing Authority Board and City Council approve the respective Council Bills authorizing and consenting to the sale of 25450 Sonora Loop to Wendi K. Lopez, and that the Housing Authority approve the Homebuyer Loan Agreement by and between the Loma Linda Housing Authority and Wendi K. Lopez, as well as the origination of a new loan by the City to Wendi K. Lopez (as buyer of the subject property).

BACKGROUND

The single family residential property known as 25450 Sonora Loop (the "Property") was developed as part of the Gardner development and was sold to a private party and remained in ownership as the residence of a low income household. The owner obtained secondary financing and ultimately had the secondary loan foreclosed. A purchaser at the foreclosure sale (Kenneth Royal Roe and Rhonda Samira Roe, Co-Trustees of the Roe Family trust dated December 2, 1997 as Amended by a First Amendment to and Complete Restatement of the Roe Family Trust dated December 2, 1997: herein the "Prior Owner") sold the property to a household consisting of Albert H. Situmorang and Grace Diana (herein, the "Seller"). In connection with the sale by Prior Owner to Seller, the Loma Linda Redevelopment Agency ("Former Agency") made a first deed of trust loan, and the Prior Owner made a second trust deed loan in the original principal amount of \$19,000.00 (the "Junior Loan"). As the Board is aware, the housing assets of the Former Agency (including the loan made by the Former Agency in connection with the Property) became the assets of the Housing Authority.

The City subsequently purchased the Junior Loan from the Prior Owner; City now holds the Junior Loan.

Recently, the Seller expressed a desire to sell the Property. A household was located (Wendi K. Lopez: the "Buyer") meeting the income limitations applicable for ownership of the Property. The Seller and the Buyer have entered into a purchase and sale agreement concerning the Property (the "Purchase and Sale Agreement"). In order for the sale to be viable, given the limitations on the amounts that may be

expended as affordable housing cost under the applicable statutes and regulations, it is necessary to restructure the existing loans. Under the actions as proposed for this agenda item: (i) a loan made by the Redevelopment Agency would be extinguished and replaced by a new loan in the original principal amount of \$150,000.00 to be made by the Housing Authority (to the Buyer); (ii) the Junior Loan (as acquired by the City from the Prior Owner) would be extinguished and replaced by a new loan made by City to the Buyer. The new Housing Authority loan will be senior to the new City loan. The terms of the Housing Authority loan and the new City loan are more fully set forth in an instrument entitled "Homebuyer Loan Agreement" (the "HLA") in the form submitted herewith. In keeping with normal and customary practices of the Housing Authority, the Housing Authority will obtain title insurance as to its beneficial interest under the deed of trust securing repayment of the new Housing Authority loan; similarly, title insurance will be obtained by the City as to its loan. The amount of the City loan has been calculated to cover the amounts expended by the City to acquire the Junior Loan, cover costs associated with the proposed sale by Seller to Buyer, and cover various other transactional costs.

Under the HLA, the existing affordability covenants would remain in effect; the Buyer will expressly acknowledge that her purchase of the Property is subject to the existing affordability covenants.

The HLA provides for monthly payments which will conform to 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

Housing Authority financing of the Property under the HLA will 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 by way of monthly payments.

FINANCIAL IMPACT

Sale of the Property subject to the loans as provided under the HLA will provide the Housing Authority with revenue over time in the form of monthly payments of principal and interest. The loan made by the City will provide revenue over the term of that loan to the City. An initial cash outlay by the City is required to generate sufficient proceeds to close the sale of the Property from the Seller to the Buyer.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA APPROVING CERTAIN ACTIONS TO BE TAKEN IN CONNECTION WITH IMPLEMENTATION OF A HOMEBUYER LOAN AGREEMENT BY AND BETWEEN THE LOMA LINDA HOUSING AUTHORITY AND WENDI K. LOPEZ

(25450 Sonora Loop)

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorized and directed the Loma Linda Redevelopment Agency (the "Former Agency") to expend a certain percentage of all taxes which are allocated to the Former Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income;

WHEREAS, pursuant to applicable law the Former Agency established a Low and Moderate Income Housing Fund (the "Housing Fund");

WHEREAS, pursuant to California Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Former Agency was authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons;

WHEREAS, several sites, including without limitation that land located at 25450 Sonora Loop (the "Property") were improved, in part, using moneys from the Housing Fund;

WHEREAS, ABx1 26, as adopted by the California Legislature in 2011 (the "2011 Dissolution Act") dissolved redevelopment agencies throughout the State of California, including without limitation the Former Agency. Under the 2011 Dissolution Act, housing assets, such as the interests of the Former Agency were transferred to governmental entities as designated pursuant to the 2011 Dissolution Act;

WHEREAS, acting as prescribed by the 2011 Dissolution Act, the City of Loma Linda (the "City") (i) elected to act as the successor agency to the Former Agency (acting in such capacity, the "Successor Agency") and (ii) designated the Loma Linda Housing Authority (the "Authority") to receive the housing assets of the Former Agency, including without limitation real property the Property);

WHEREAS, an oversight board (the "Oversight Board") has been established, acting under the 2011 Dissolution Act, for the Successor Agency. At its meeting of March 20, 2012, by its Resolution No. 2012-004, the Oversight Board approved and affirmed the transfer of the housing assets of the Former Agency to the Authority, including without limitation the Property;

WHEREAS, among the assets transferred to the Authority were covenants and a senior deed of trust recorded as the Property in connection with a sale of the Property in 2011 to the current owners of the Property, Albert H. Situmorang and Grace Diana (collectively, "Seller") acquired the Property from a private lender (which had acquired the Property from the Prior Owner), with the consent of the Former Agency, as subject to covenants of record restricting occupancy and ownership of the Property to households which at the time of purchase were households having an income not exceeding eighty

Resolution No.

percent (80%) of areawide median income, as further described at Health & Safety Code Section 50079.5 (“Low Income Households”) at a housing cost not in excess of the maximum housing cost permitted under California Health & Safety Code Section 50052.5 for a Low Income Household (“Affordable Housing Cost”). The covenants of record as to the Property currently provide that they continue in effect until September 30, 2029;

WHEREAS, at the time the Seller acquired the Property from a private party (Kenneth Royal roe and Rhonda Samira Roe, Co-Trustees of the Roe Family Trust dated December 2, 1997 as Amended by a First Amendment to and Complete Restatement of the Roe Family Trust dated December 2, 1997 [the “Prior Owner”]), the Former Agency made a loan to Seller in the first lien position in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “Senior Loan”) as secured by a deed of trust recorded among the official land records of the County Recorder of the County of San Bernardino (“Official Records”) as Document No. 2011-0001789 (the “Senior Loan Deed of Trust”). In addition, the Prior Owner made a loan to the Seller in the original principal amount of Nineteen Thousand Dollars (\$19,000.00) (the “Junior Loan”), which Junior loan was secured by a deed of trust recorded among Official Records as Document No. 2011-0001790 (the “Junior Loan Deed of Trust”);

WHEREAS, City has subsequently acquired the Junior Loan and the Junior Loan Deed of Trust from the Prior Owner;

WHEREAS, Seller has entered into an agreement entitled “Purchase and Sale Agreement” dated as of January 17, 2019 (the “Purchase Agreement”) with Wendi K. Lopez (“Buyer” or “Program Participant”) under which Seller will sell the Property to the Program Participant for a purchase price of One Hundred Seventy Four Thousand Dollars (the “Purchase Price”), consisting primarily of relief of Seller from obligations under the Senior Loan and the Junior Loan, under terms and conditions more particularly set forth in the Purchase Agreement, and a draft agreement entitled “Homebuyer Loan Agreement” dated as of January 22, 2019 between the Authority and Program Participant (the “Homebuyer Loan Agreement”). A copy of each of the Homebuyer Loan Agreement and the Purchase Agreement is on file with the Authority Secretary;

WHEREAS, Program Participant has provided financial information to the Authority and has represented that Program Participant is a low income household;

WHEREAS, in connection with the proposed sale by Seller to Buyer, Seller and Buyer have proposed that the Authority and City restructure the financial arrangements between Authority and City on the one hand and the Buyer on the other hand, with a new loan to be originated by Authority in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “New Authority Loan”), to be secured by a deed of trust (the “New Authority Deed of Trust”) but with an interest rate of five percent (5%) per annum, and the City to replace the Junior Loan and the Junior Loan Deed of Trust with a new loan in the original principal amount of Twenty Two Thousand Dollars (\$22,000.00) (the “New City Loan”) to be secured by a deed of trust (the “New City Deed of Trust”) which will be junior to the New Authority Deed of Trust. In connection with these transactions, the City will remit the sum of up to Four Thousand Dollars (\$4,000.00) (the “City Accommodation Amount”) as hereafter determined by the City Manager as necessary to generate sufficient cash to effect the closing of the sale by Seller to Buyer and the closing of the New Authority Loan and the New City Loan. The increase in the amount of the junior loan will assist the City in recovering costs experienced in connection with the purchase of the Junior Loan, costs associated with furnishing the City Accommodation Amount, and other costs associated with the processing of the Homebuyer Loan Agreement with Buyer;

WHEREAS, in connection with the sale by Seller to Buyer under the Purchase and Sale Agreement, and the recording of the New Authority Deed of Trust and the New City Deed of Trust, the

Resolution No.

Authority will release and reconvey the Senior Loan Deed of Trust and City will cause to be released and reconveyed the Junior Deed of Trust, whereupon the Senior Loan and the Junior Loan will thereupon be deemed cancelled;

WHEREAS, under the Homebuyer Loan Agreement, in addition to the New Authority Loan and the New City Loan, affordability covenants in place as to the Property will remain in full force and effect and will apply to the extent necessary that affordability covenants remain in effect until the later to occur of September 30, 2029 or the satisfaction in full of each of the New Authority Loan and the New City Loan;

WHEREAS, the terms of the New Authority Loan and the New City Loan are set forth in the draft Homebuyer Loan Agreement;

WHEREAS, the Program Participant has acknowledged and agreed that the use of the Property will continue to be restricted to "Low Income Households" (households having an income of not to exceed eighty percent (80%) of median income, as defined in California Health and Safety Code Section 50079.5), all as more particularly provided in the Homebuyer Loan Agreement, and that the Property is required to continue to be maintained at "Affordable Housing Cost" for a Low Income Household, as defined by California Health and Safety Code Sections 50079.5 and 50052.5;

WHEREAS, the Program Participant has represented and Authority staff has confirmed that the Program Participant requires financial participation by the Authority (in the form of the Authority Loans) in order to purchase the Property and would not be able to purchase the Property without such financial participation by the Authority. Program Participant is a Low Income Household;

WHEREAS, Program Participant has represented and warranted to Authority that Program Participant intends to reside in the Property as the Buyer's principal residence at all times during the period of Program Participant's ownership of the Property;

WHEREAS, the Authority wishes to lend (as the New Authority Loan) and the City is willing to lend (as the New City Loan), and Program Participant wishes to borrow, funds to enable Program Participant to purchase the Property (under the Purchase Agreement) upon the terms and conditions set forth in the Homebuyer Loan Agreement;

WHEREAS, Authority staff has reviewed the Program Participant's eligibility for acquisition of the Property as a Low Income Household;

WHEREAS, the preservation of the Property as an affordable housing resource which continues to be available at Affordable Housing Cost to Low Income Households, subject to long-term covenants, assists in maintaining an existing covenant, promotes the affordable housing objectives of the Authority and furthers the provision of affordable housing and providing for mechanisms to better assure the long-term affordability of the Property;

WHEREAS, the City Council has duly considered all terms and conditions of the proposed Homebuyer Loan Agreement, as well as the restructuring of the City Loan as the New City Loan as described herein and the disbursement of the City Accommodation Amount, as referenced above, and believes that the Homebuyer Loan Agreement is in the best interests of the Authority and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements;

Resolution No.

WHEREAS, all actions required by all applicable law with respect to the proposed Homebuyer Loan Agreement have been taken in an appropriate and timely manner.

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

Section 1. The City Council finds and determines that each of the recitals set forth above is true and correct.

Section 2. The City Council hereby consents to the approval by the Authority of the Homebuyer Loan Agreement in substantially the form presented at the meeting at which this Resolution is considered, subject to such revisions as may be directed by the governing board of the Authority and such changes as may be made by the Executive Director of the Authority or his designee. The City Council further appropriates the City Accommodation Amount (from the 03 account maintained by the City) and authorizes the expenditure of such City Accommodation Amount by the City Manager, or his designees, in connection with the implementation of the purchase of the subject property by the Buyer and the implementation of the Homebuyer Loan Agreement. The City Manager, and his designees, are hereby authorized to execute a release of the Junior Deed of Trust, a deed authorization as to the New City Deed of Trust, and any instruments necessary or convenient to implement the Homebuyer Loan Agreement, and to undertake such actions as are reasonable and necessary to further the implementation of the Homebuyer Loan Agreement.

APPROVED AND ADOPTED this 12th day of February, 2019.

By: _____
Rhodes Rigsby, Mayor

ATTEST:

Barbara Nicholson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF LOMA LINDA)

I, Barbara Nicholson, City Clerk of the City of Loma Linda, do hereby certify that the foregoing Resolution No. _____ was introduced and adopted at a regular meeting provided by law of the City Council of the City of Loma Linda held on the 12th day of February, 2019, by the following vote of the members thereof:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

RESOLUTION NO. ____

**A RESOLUTION OF THE LOMA LINDA HOUSING AUTHORITY
APPROVING A HOMEBUYER LOAN AGREEMENT WITH WENDI K. LOPEZ
(25450 Sonora Loop)**

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorized and directed the Loma Linda Redevelopment Agency (the "Former Agency") to expend a certain percentage of all taxes which are allocated to the Former Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income;

WHEREAS, pursuant to applicable law the Former Agency established a Low and Moderate Income Housing Fund (the "Housing Fund");

WHEREAS, pursuant to California Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Former Agency was authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons;

WHEREAS, several sites, including without limitation that land located at 25450 Sonora Loop (the "Property") were improved, in part, using moneys from the Housing Fund;

WHEREAS, ABx1 26, as adopted by the California Legislature in 2011 (the "2011 Dissolution Act") dissolved redevelopment agencies throughout the State of California, including without limitation the Former Agency. Under the 2011 Dissolution Act, housing assets, such as the interests of the Former Agency were transferred to governmental entities as designated pursuant to the 2011 Dissolution Act;

WHEREAS, acting as prescribed by the 2011 Dissolution Act, the City of Loma Linda (the "City") (i) elected to act as the successor agency to the Former Agency (acting in such capacity, the "Successor Agency") and (ii) designated the Loma Linda Housing Authority (the "Authority") to receive the housing assets of the Former Agency, including without limitation real property the Property);

WHEREAS, an oversight board (the "Oversight Board") has been established, acting under the 2011 Dissolution Act, for the Successor Agency. At its meeting of March 20, 2012, by its Resolution No. 2012-004, the Oversight Board approved and affirmed the transfer of the housing assets of the Former Agency to the Authority, including without limitation the Property;

WHEREAS, among the assets transferred to the Authority were covenants and a senior deed of trust recorded as the Property in connection with a sale of the Property in 2011 to the current owners of the Property, Albert H. Situmorang and Grace Diana (collectively, "Seller") acquired the Property from a private lender (which had acquired the Property from the Prior Owner), with the consent of the Former Agency, as subject to covenants of record restricting occupancy and ownership of the Property to households which at the time of purchase were households having an income not exceeding eighty percent (80%) of areawide median income, as further described at Health & Safety Code Section 50079.5 ("Low Income Households") at a housing cost not in excess of the maximum housing cost permitted under California Health & Safety Code Section 50052.5 for a Low Income Household ("Affordable

Housing Cost”). The covenants of record as to the Property currently provide that they continue in effect until September 30, 2029;

WHEREAS, at the time the Seller acquired the Property from a private party (Kenneth Royal roe and Rhonda Samira Roe, Co-Trustees of the Roe Family Trust dated December 2, 1997 as Amended by a First Amendment to and Complete Restatement of the Roe Family Trust dated December 2, 1997 [the “Prior Owner”]), the Former Agency made a loan to Seller in the first lien position in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “Senior Loan”) as secured by a deed of trust recorded among the official land records of the County Recorder of the County of San Bernardino (“Official Records”) as Document No. 2011-0001789 (the “Senior Loan Deed of Trust”). In addition, the Prior Owner made a loan to the Seller in the original principal amount of Nineteen Thousand Dollars (\$19,000.00) (the “Junior Loan”), which Junior loan was secured by a deed of trust recorded among Official Records as Document No. 2011-0001790 (the “Junior Loan Deed of Trust”);

WHEREAS, City has subsequently acquired the Junior Loan and the Junior Loan Deed of Trust from the Prior Owner;

WHEREAS, Seller has entered into an agreement entitled “Purchase and Sale Agreement” dated as of January 17, 2019 (the “Purchase Agreement”) with Wendi K. Lopez (“Buyer” or “Program Participant”) under which Seller will sell the Property to the Program Participant for a purchase price of One Hundred Seventy Four Thousand Dollars (the “Purchase Price”), consisting primarily of relief of Seller from obligations under the Senior Loan and the Junior Loan, under terms and conditions more particularly set forth in the Purchase Agreement, and a draft agreement entitled “Homebuyer Loan Agreement” dated as of January 22, 2019 between the Authority and Program Participant (the “Homebuyer Loan Agreement”). A copy of each of the Homebuyer Loan Agreement and the Purchase Agreement is on file with the Authority Secretary;

WHEREAS, Program Participant has provided financial information to the Authority and has represented that Program Participant is a low income household;

WHEREAS, in connection with the proposed sale by Seller to Buyer, Seller and Buyer have proposed that the Authority and City restructure the financial arrangements between Authority and City on the one hand and the Buyer on the other hand, with a new loan to be originated by Authority in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “New Authority Loan”), to be secured by a deed of trust (the “New Authority Deed of Trust”) but with an interest rate of five percent (5%) per annum, and the City to replace the Junior Loan and the Junior Loan Deed of Trust with a new loan in the original principal amount of Twenty Two Thousand Dollars (\$22,000.00) (the “New City Loan”) to be secured by a deed of trust (the “New City Deed of Trust”) which will be junior to the New Authority Deed of Trust. In connection with these transactions, the City will remit the sum of up to Four Thousand Dollars (\$4,000.00) (the “City Accommodation Amount”) as hereafter determined by the City Manager as necessary to generate sufficient cash to effect the closing of the sale by Seller to Buyer and the closing of the New Authority Loan and the New City Loan. The increase in the amount of the junior loan will assist the City in recovering costs experienced in connection with the purchase of the Junior Loan, costs associated with furnishing the City Accommodation Amount, and other costs associated with the processing of the Homebuyer Loan Agreement with Buyer;

WHEREAS, in connection with the sale by Seller to Buyer under the Purchase and Sale Agreement, and the recording of the New Authority Deed of Trust and the New City Deed of Trust, the Authority will release and reconvey the Senior Loan Deed of Trust and City will cause to be released and reconveyed the Junior Deed of Trust, whereupon the Senior Loan and the Junior Loan will thereupon be deemed cancelled;

WHEREAS, under the Homebuyer Loan Agreement, in addition to the New Authority Loan and the New City Loan, affordability covenants in place as to the Property will remain in full force and effect and will apply to the extent necessary that affordability covenants remain in effect until the later to occur of September 30, 2029 or the satisfaction in full of each of the New Authority Loan and the New City Loan;

WHEREAS, the terms of the New Authority Loan and the New City Loan are set forth in the draft Homebuyer Loan Agreement;

WHEREAS, the Program Participant has acknowledged and agreed that the use of the Property will continue to be restricted to "Low Income Households" (households having an income of not to exceed eighty percent (80%) of median income, as defined in California Health and Safety Code Section 50079.5), all as more particularly provided in the Homebuyer Loan Agreement, and that the Property is required to continue to be maintained at "Affordable Housing Cost" for a Low Income Household, as defined by California Health and Safety Code Sections 50079.5 and 50052.5;

WHEREAS, the Program Participant has represented and Authority staff has confirmed that the Program Participant requires financial participation by the Authority (in the form of the Authority Loans) in order to purchase the Property and would not be able to purchase the Property without such financial participation by the Authority. Program Participant is a Low Income Household;

WHEREAS, Program Participant has represented and warranted to Authority that Program Participant intends to reside in the Property as the Buyer's principal residence at all times during the period of Program Participant's ownership of the Property;

WHEREAS, the Authority wishes to lend (as the New Authority Loan) and the City is willing to lend (as the New City Loan), and Program Participant wishes to borrow, funds to enable Program Participant to purchase the Property (under the Purchase Agreement) upon the terms and conditions set forth in the Homebuyer Loan Agreement;

WHEREAS, the Authority staff has reviewed the Program Participant's eligibility for acquisition of the Property as a Low Income Household;

WHEREAS, the preservation of the Property as an affordable housing resource which continues to be available at Affordable Housing Cost to Low Income Households, subject to long-term covenants, assists in maintaining an existing covenant, promotes the affordable housing objectives of the Authority and furthers the provision of affordable housing and providing for mechanisms to better assure the long-term affordability of the Property;

WHEREAS, the Authority has duly considered all terms and conditions of the proposed Homebuyer Loan Agreement and believes that the Homebuyer Loan Agreement is in the best interests of the Authority and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements;

WHEREAS, all actions required by all applicable law with respect to the proposed Homebuyer Loan Agreement have been taken in an appropriate and timely manner;

WHEREAS, the Authority has duly considered all of the terms and conditions of the proposed Homebuyer Loan Agreement and believes that the Homebuyer Loan Agreement is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE LOMA LINDA HOUSING AUTHORITY DOES RESOLVE AS FOLLOWS:

Section 1. The Authority finds and determines that each of the recitals set forth above is true and correct.

Section 2. The Authority hereby approves the Homebuyer Loan Agreement in substantially the form presented to the Authority, subject to such revisions as may be directed by the governing board of the Authority and such changes as may be made by the Executive Director of the Authority or his designee. The Authority authorizes the Executive Director to release and reconvey the Senior Deed of trust and cancel the Senior Loan provided that the New Authority Deed of Trust and the New City Deed of Trust are recorded and title insurance is provided for the benefit of the Authority as set forth in the Homebuyer Loan Agreement. The Executive Director of the Authority is hereby authorized to execute the Homebuyer Loan Agreement (including without limitation all attachments thereto) on behalf of the Authority, together with deed acceptances and any instruments necessary or convenient to implement the Homebuyer Loan Agreement, and to undertake such actions as are reasonable and necessary to further the implementation of the Homebuyer Loan Agreement. A copy of the Homebuyer Loan Agreement shall, when executed by the Authority, be placed on file in the office of the Secretary of the Authority.

APPROVED AND ADOPTED this 12th day of February, 2019.

By: _____
Rhodes Rigsby, Chairman

ATTEST:

Barbara Nicholson, Authority Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF LOMA LINDA)

I, Barbara Nicholson, Secretary of the Loma Linda Housing Authority, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Loma Linda Housing Authority held on the 12th day of February, 2019, by the following vote of the members thereof:

AYES: AUTHORITY MEMBERS:
NOES: AUTHORITY MEMBERS:
ABSENT: AUTHORITY MEMBERS:
ABSTAIN: AUTHORITY MEMBERS:

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

SELLER: Albert Situmorang and Grace Diana

BUYER: Wendi K. Lopez

DATED: January 17, 2019

BASIC TERMS

Authority Seller Deed of Trust: That certain deed of trust recorded as Document No. 2011-0001789 among the Official Records

Authority Seller Note: That certain promissory note dated as of December 14, 2010 made by Seller in the original principal amount of \$150,000 payable to Former Agency (which became property of the Authority in connection with the dissolution of the Former Agency)

Authority: The Loma Linda Housing Authority, a public body corporate and politic

Authority/City Buyer Documents: Those instruments described in subsection (e) of Section 9 of this Agreement, including without limitation the Homebuyer Authority Note, the City Homebuyer Note, as well as deeds of trust securing repayment of the Homebuyer Authority Note, the City Homebuyer Note, covenants and such other documents as shall be submitted by the Authority and/or City

Buyer: Wendi K. Lopez, an unmarried woman

Buyer's Address: Wendi K. Lopez
25590 Prospect Avenue, Apartment 2A
Loma Linda, California 92354

City: The City of Loma Linda, a municipal corporation and charter city

City Accommodation Amount: [Cash moneys in the amount of up to Four Thousand Dollars (\$4,000.00).]

City Manager: The City Manager of the City or his or her designee.

Closing: The conveyance of the Real Property by Seller to Buyer in accordance with this Agreement.

Closing Date: April 18, 2019

Contingency Date: Thirty (30) days after the Effective Date

Down Payment: Two Thousand Dollars (\$2,000.00)

Effective Date: The date (i) the Wendi K. Lopez or (ii) Albert Situmorang and Grace Diana approve this Agreement, whichever should later occur.

Escrow Holder: Ticor Title Company of California
1500 Quail Street, 3d Floor
Newport Beach, California 92660
Attention: Arwen Estelle
Telephone No.: (714) 289-3337
Fax No.: (714) 289-3355; efax: (949) 809-0612

Executive Director: The Executive Director of the Authority or his or her designee

Former Agency: The Loma Linda Redevelopment Agency. The Loma Linda Redevelopment Agency, along with all other redevelopment agencies in the State of California, was dissolved as of February 1, 2012. Housing assets of the Former Agency became assets of the Authority.

Homebuyer Authority Loan: Has the meaning set forth therefor in Section 6(a)(vii) hereof

Homebuyer Authority Note: Has the meaning set forth therefor in Section 9(e) hereof

Homebuyer City Loan: Has the meaning set forth therefor in Section 6(a)(vii) hereof

Homebuyer City Note: Has the meaning set forth therefor in Section 9(e) hereof

Official Records: The official land records of the County Recorder of the County of San Bernardino

Purchase Price: One Hundred Seventy Four Thousand Dollars (\$174,000.00).

Real Property: That property described in Exhibit "A" hereto; the subject property is sometimes referred to as APN 0283-271-06-0-000.

Seller: Albert Situmorang and Grace Diana

Seller's Address: 25450 Sonora Loop, Loma Linda, California 92354

Seller Disclosures: These disclosures are set forth in Exhibit "D" hereto.

Title Company: Ticor Title Company of California
1500 Quail Street, 3rd Floor
Newport Beach, California 92660
Attention: David Noble
Telephone No.: (949) 910-2127
Fax No.: (949) 809-0676

2011 Seller Deed of Trust: That certain deed of trust recorded among the Official Records as Document No. 2011-0001790.

2011 Seller Note:

That certain promissory note dated as of December 14, 2010 as made by Seller to Kenneth R. Roe and Rhonda S. Roe, Co-Trustees of the Roe Family Trust dated 12/6/2010 (which 2011 Seller Note was subsequently acquired by the City)

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** ("Agreement") is made and entered into as of the Effective Date by and between Seller and Buyer.

RECITALS

A. Seller is the fee owner of that real property which is legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Property"). The Real Property is improved with a single family residence.

B. Seller has offered to sell to Buyer the Real Property described herein for the price and subject to the terms set forth below. Buyer has considered the offer by Seller and agrees to buy from Seller the Real Property, free and clear of encumbrances excepting as more specifically described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell the Real Property to Buyer, and Buyer hereby agrees to purchase the Real Property from Seller, on the terms and conditions set forth in this Agreement. The term Real Property is defined collectively as the following:

- (a) The fee interest in the Real Property;
- (b) All rights, privileges, easements, licenses and interests appurtenant to the Real Property. Such rights shall be deemed to include, without limitation, all royalties, minerals, oil and gas rights and profits, water and water rights (whether or not appurtenant) owned by Seller; and
- (c) All personal property, equipment, supplies, and fixtures owned by Seller and located at the Real Property;
- (d) All of Seller's interest under contracts, leases, and other agreements associated with the Real Property, including without limitation all moneys held by the Authority in an impound account to defray taxes, assessments, insurance, and other costs with respect to the Real Property (as such moneys were funded by Seller or a predecessor in interest to Seller); and
- (e) All of Seller's interest as lessor in any lease or agreement to rent all or any portion of the Real Property.

2. Payment of Consideration. As consideration for the sale of the Real Property from Seller to Buyer, Buyer shall, prior to Closing (as defined below), deposit with Escrow Holder: (i) immediately available funds in the amount of the Down Payment, (ii) a writing by the City manager on behalf of the City evidencing that the City will fund the City Accommodation Amount, (iii) evidence, which may consist of escrow instructions executed by the Executive Director of the

Authority, that the Authority will cancel the Authority Seller Note and cause to be released and reconveyed the Authority Seller Deed of Trust concurrent with the Closing, (iv) evidence, which may consist of escrow instructions executed by the City Manager, that the City will cancel the 2011 Seller Note and cause to be released and reconveyed the 2011 Seller Deed of Trust concurrent with the Closing and (v) the Authority/City Buyer Documents.

3. Escrow and Deposit.

(a) Opening of Escrow. For the purposes of this Agreement, the escrow ("Escrow") shall be deemed opened ("Opening of Escrow") on the date that Escrow Holder receives a copy of this Agreement fully executed by Buyer and Seller. Buyer and Seller shall use their best efforts to cause the Opening of Escrow to occur on or before two (2) business days after the Effective Date. Escrow Holder shall promptly notify Buyer and Seller in writing of the date of the Opening of Escrow. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions or other instruments reasonably required by Escrow Holder to consummate the transaction contemplated by this Agreement; provided, however, that no such instruments shall be inconsistent or in conflict with, amend or supersede any portion of this Agreement. If there is any conflict or inconsistency between the terms of such instruments and the terms of this Agreement, then the terms of this Agreement shall control. Without limiting the generality of the foregoing, no such instruments shall extinguish any obligations imposed by this Agreement or any other agreement between Seller and Buyer.

(b) Closing. For purposes of this Agreement, the "Closing" or "Closing Date" shall be the date the Deed (as defined below) is recorded pursuant to applicable law in the county in which the Real Property is located. Unless changed in writing by Buyer and Seller, the Closing shall occur on the Closing Date, April 18, 2019 (the "Closing Date") or as soon thereafter as the conditions precedent to closing are satisfied pursuant to Sections 6 and 7 of this Agreement. If the Closing has not, for any reason, occurred by the Closing Date, then either Buyer or Seller may terminate this Agreement by delivering written notice to the other at any time after the outside Closing Date; provided, however, that if either party is in default under this Agreement at the time of such termination, then such termination shall not affect the rights and remedies of the non-defaulting party against the defaulting party.

Seller and Buyer agree that Escrow Holder shall have authority to assist in filling out the Special Disclosures and in inserting dates, names, and recording information as necessary and customary.

4. Seller's Delivery of Real Property and Formation Documents. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer the following items (collectively, the Property Documents"):

(a) Copies of tax bills.

(b) Such proof of Sellers' authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company.

5. Buyer's Right of Entry. From and after the Opening of Escrow through the earlier to occur of the termination of this Agreement or the Closing, Buyer and Buyer's employees, agents,

consultants and contractors shall have the right to enter upon the Real Property during normal business hours, provided reasonable prior notice has been given to Seller.

6. Buyer's Conditions Precedent and Termination Right.

(a) Conditions Precedent. The Closing and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver of the following conditions precedent (collectively, "Buyer's Contingencies"), which are for Buyer's benefit only.

(i) Title Review. Seller has obtained an amended preliminary title report as to the Real Property from the Title Company; the amended preliminary title report is designated as Order No. 00575473-021-DN1, dated as of December 3, 2018 (the "Prelim"). Within five (5) calendar days after the Opening of Escrow, Seller shall cause the Title Company to deliver to Buyer a copy of the Prelim, together with copies of the exceptions (the "Exceptions") set forth in the Prelim; provided that the cost of the Prelim shall be borne by Seller. Seller acknowledges that the Prelim shall include an endorsement against the effect of any mechanics' liens; Seller will provide such indemnity or other assurances as necessary to induce the Title Company to provide such endorsement. On or before the Contingency Date, Buyer shall have approved in writing, in Buyer's sole discretion, any matters of title disclosed by the following (collectively, the "Title Documents"): (i) the Prelim, other than exceptions 16 and 17, but including the following documents which are not of record as of the date of the Prelim but which will be recorded in connection with the sale of the Property to the Buyer: (a) deeds of trust securing repaying of the Homebuyer Authority Note and the Homebuyer City Note; (b) a resale restriction agreement between Buyer and the Authority; (c) a declaration of conditions, covenants and restrictions affecting the Property as prepared by the Authority; (d) a notice of affordability restrictions as prepared by the Authority; (ii) the legal description of the Real Property, and (iii) any survey Buyer desires to obtain at Buyer's sole cost and expense. Buyer shall have the same rights to approve or disapprove any exceptions to title that are not created by Buyer and that come into existence after issuance of the Report but prior to Closing. Seller shall, on or before the Closing, remove all deeds of trust, mortgages and delinquent taxes (but not the lien for any real property taxes or assessments not yet delinquent). Seller shall, in addition, provide or cause to be provided to Buyer a pro forma title policy ("Pro Forma") which shows what matters would affect record title based upon a draft homebuyer loan agreement ("Draft HLA") prepared by the Authority. The Pro Forma would include, without limitation, exceptions for deeds of trust securing repayment of a loan or loans to be made by the Authority in connection with the purchase by Buyer of the Real Property and an acknowledgment and agreement by Buyer to comply with covenants, conditions and restrictions which limit ownership of the Real Property to households having incomes of less than eighty percent (80%) of area-wide median income, require that sale price not exceed affordable housing costs (as determined by the Authority based upon Health and Safety Code Section 50052.5), limit ownership to owner occupants and preclude the renting of the Real Property. Buyer shall have seven (7) calendar days after receipt of the Pro Forma to approve or disapprove the condition of the title as therein described.

(ii) Buyer's Title Policy. On or before the Closing, the Title Company shall, upon payment (by Seller) of the Title Company's premium, have agreed to issue to Buyer, a standard ALTA owner's policy of title insurance ("Buyer's Title Policy") in the amount of the Purchase Price, showing fee title to the Real Property vested solely in Buyer and subject only to the (i) the standard, preprinted exceptions to Buyer's Title Policy; (ii) liens to secure payment of real

estate taxes or assessments not yet delinquent; (iii) matters affecting the Real Property created by or with the written consent of Buyer; (iv) matters disclosed in the Prelim or the Pro Forma, and (v) those additional matters specifically approved in writing by Buyer. Buyer shall have the right, at its sole cost and expense, to obtain coverage beyond that offered by a standard ALTA policy; provided, however, that Buyer's ability to obtain such extended coverage shall not be a Buyer's Contingency and Buyer's obligations hereunder shall in no way be conditioned or contingent upon obtaining such extended coverage. Buyer shall have sole responsibility for obtaining, and bearing the cost of, any endorsements and for any survey or other matters required by the Title Company for such extended coverage.

(iii) Physical and Legal Inspections and Studies. On or before the Contingency Date, Buyer may undertake as to the Real Property, at Buyer's cost, physical and legal inspections, investigations, tests and studies Buyer elects to make or obtain, including, but not limited to, investigations with regard to zoning, building codes and other governmental regulations; engineering tests; soils, seismic and geologic reports; environmental audits, inspections and studies; environmental investigation or other invasive or subsurface testing; and any other physical or legal inspections and/or investigations as Buyer may elect to make or obtain. Buyer shall give prior notice to Seller a reasonable time prior to conducting any such activities and shall seek to conduct any such activities within normal working hours or at other times approved by Seller.

(iv) Natural Hazard Report. Seller shall cause the Escrow Holder to provide to Buyer prior to the Contingency Date, at Seller's cost, the National Hazard Report described at Section 8(a)(iii) of this Agreement.

(v) Property and Formation Documents. On or before the Contingency Date, Buyer shall have approved in writing, in Buyer's reasonable discretion, the terms, conditions and status of all of the Property Documents.

(vi) Delivery of Documents. Seller's delivery of all documents described in Section 8, below.

(vii) Homebuyer Authority Loan. Authority shall have approved a loan to Buyer secured by the Real Property in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) on those terms and conditions determined by the Authority (the "Homebuyer Authority Loan"), and Buyer shall have approved the terms of such Homebuyer Authority Loan.

(viii) Homebuyer City Loan. City shall have approved a loan to Buyer secured by the Real Property in the original principal amount of Twenty Two Thousand Dollars (\$22,000.00) on those terms and conditions determined by the Authority (the "Homebuyer Authority Loans"), and Buyer shall have approved the terms of such Homebuyer City Loan.

(ix) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be materially true and correct as of the date made and as of the Closing.

(x) No Default. As of the Closing, Seller shall not be in default in the performance of any material covenant or agreement to be performed by Seller under this Agreement.

(b) **Termination Right.** Should any of Buyer's Contingencies not be met, Buyer may, by written notice to Seller, terminate this Agreement. If this Agreement is so terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer, unless Seller is in default hereunder, in which case Seller shall pay all such fees. If Buyer has neither terminated this Agreement in writing ("Termination Notice") on or before 5:00 p.m. on the Contingency Date as to the items set forth in Sections 6(a)(i)-(vi) inclusive, nor provided a written satisfaction or waiver notice to Seller of each Buyer's Contingency to be satisfied as of the Contingency Date, then all such Buyer's Contingencies shall be deemed to have been satisfied and this Agreement shall continue pursuant to its terms. If Buyer has not delivered a Termination Notice as the items set forth in Sections 6(a)(vii)-(viii) inclusive, prior to the Closing, such Buyer's Contingencies shall be deemed to have been satisfied.

(c) **Seller's Cure Right.** Buyer shall notify Seller, in Buyer's Termination Notice, of Buyer's disapproval or conditional approval of any Title Documents. Seller shall then have the right, but not the obligation, to (i) remove from title any disapproved or conditionally approved Exception(s) (or cure such other title matters that are the basis of Buyer's disapproval or conditional approval of the Title Documents) within five (5) business days after Seller's receipt of Buyer's Termination Notice, or (ii) provide assurances reasonably satisfactory to Buyer that such Exception(s) will be removed (or other matters cured) on or before the Closing. With respect to any such Exception, it shall be sufficient for purposes hereof for Seller to commit in writing, within the applicable period, to remove such Exception at or before the Closing. Seller's failure to remove such Exception after committing to do so shall be a default hereunder. An Exception shall be deemed removed or cured if Seller furnishes Buyer with evidence that the Title Company will issue the Buyer's Title Policy, as defined herein, at the Closing deleting such Exception or providing an endorsement (at Seller's expense) reasonably satisfactory to Buyer concerning such Exception. If Seller cannot or does not remove or agree to remove any of the disapproved Exception(s) (or cure other matters) within such five (5) business day period, Buyer shall have three (3) business days after the expiration of such five (5) business day period to give Seller written notice that Buyer elects to proceed with the purchase of the Real Property subject to the disapproved Title Document(s), it being understood that Buyer shall have no further recourse against Seller for such disapproved Title Exception(s).

7. **Seller's Condition Precedent.** The Closing and Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver of the following condition precedent ("Seller's Contingency"), which is for Seller's benefit only: Buyer's delivery of all documents described in Section 9(a), below.

8. **Seller's Deliveries to Escrow Holder.**

(a) **Seller's Delivered Documents.** At least one (1) business day prior to the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged ("Seller's Delivered Items"):

(i) **Deed.** The Grant Deed in the form attached hereto as Exhibit B (the "Deed"); provided that, at the election of Buyer, the Buyer may designate a party other than Buyer to receive the conveyance of title.

(ii) FIRPTA/Tax Exemption Forms. The Transferor's Certification of Non-Foreign Status in the form attached hereto as Exhibit C (the "FIRPTA Certificate"), together with any necessary tax withholding forms, and a duly executed California Form 593-C, as applicable (the "California Exemption Certificate").

(iii) Hazard Disclosure Report. Seller shall cause Escrow Holder to obtain and deliver to Buyer, at Seller's cost, a National Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the "National Hazard Report") on or before the Contingency Date.

(iv) Possession of Real Property. Possession of the Real Property free of any tenancies or occupancy.

(v) Authority. Such proof of Seller's authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company.

(vi) Disclosures. Seller shall deliver to Escrow Holder the Seller Disclosures (as set forth at Exhibit "D" hereto).

(vii) Further Documents or Items. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company.

(b) Failure to Deliver. Should any of Seller's Delivered Items not be timely delivered to Escrow, Buyer may, by written notice to Seller, terminate this Agreement; provided, however, that Buyer may (but shall not be obligated to) in such notice provide Seller with five (5) business days to deliver all of Seller's Delivered Items. If Buyer's notice provides Seller such five (5) business days to deliver Seller's Delivered Items, and if Seller's Delivered Items are not delivered within such period, then this Agreement shall automatically terminate without further action or notice. In the event of any such termination, any cash deposited by Buyer shall immediately be returned to Buyer. Under no circumstances shall Buyer have any responsibility to or duty to pay consultants or real estate brokers retained by Seller, Seller being solely responsible in connection with any such contractual arrangements of Seller.

9. Buyer's Deliveries to Escrow. At least one (1) business day prior to the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following, each duly executed and acknowledged, by Buyer as appropriate ("Buyer's Delivered Items"):

(a) Money from Buyer. The Down Payment, together with additional funds necessary to pay Buyer's closing costs set forth in Section 10(b) herein; provided, however, that in the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code, as evidenced by the delivery at Closing of the California Exemption Certificate duly executed by Seller, Title Company shall withhold an amount equal to three and one-third percent (3-1/3%) of the Purchase Price, but not an amount greater than the Down Payment, on behalf of Buyer for payment to the California Franchise Tax Board in accordance with Section 11(b) hereof. In the event Seller is not exempt from such withholding or does not otherwise deliver the California Exemption Certificate at Closing, Buyer shall execute and deliver three (3) originals of California Form 593 to Title Company at or

immediately after Closing. Additional moneys will be deposited in escrow by the Authority as the City Accommodation Amount, subject to approval by the Authority.

(b) Change of Ownership Report. One (1) original Preliminary Change of Ownership Report.

(c) Cancellation of Authority Seller Note. A request by the Authority for release and reconveyance of the Authority Seller Deed of Trust, and a request by City for the release and reconveyance of the 2011 Seller Deed of Trust to be recorded as part of the Closing, together with evidence that each of the Authority Seller Note and the 2011 Seller Note have been cancelled or will be cancelled at Closing.

(d) Final Escrow Instructions. Buyer's final written escrow instructions to close escrow in accordance with the terms of this Agreement.

(e) Authority/City Buyer Documents. A senior promissory note (the "Homebuyer Authority Note") for the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) with the Authority as holder, a junior promissory note for the original principal amount of Twenty Two Thousand Dollars (\$22,000.00) (the "Homebuyer City Note") and, together with deeds of trust securing the Homebuyer Authority Note, the Homebuyer City Note, and such other documents as shall be submitted by the Authority and City at their election.

(f) Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and to consummate the transaction contemplated hereby as may be reasonably requested by Seller or the Title Company.

(g) Disclosures. Buyer shall execute and deliver to the Escrow Holder the Seller Disclosures.

(h) Further Documents or Items. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company. The Buyer agrees to provide evidence at Closing that the Authority Seller Note have been cancelled by the Authority; Escrow Holder may, upon direction being given by the Buyer, write "cancelled" across the Authority Seller Note and deliver such instrument(s) to Seller with a copy to Authority.

10. Costs and Expenses.

(a) Seller's Costs. If the transaction contemplated by this Agreement is consummated, then Seller shall be debited for and bear the following costs: (i) costs and charges associated with the removal of encumbrances including without limitation, the Authority Seller Deed of Trust, and that Resale Restrictions Agreement and Acknowledgment of Conditions, Covenants and Restrictions as recorded among the Official Records on January 3, 2011 as Document No. 2011-0001787; (ii) Seller's share of prorations; (iii) the cost of the Natural Hazard Report; (iv) the cost of a one-year home warranty as to the Real Property; (v) the premium for a standard ALTA owner's policy of title insurance based upon the Purchase Price (the "Owner's Policy"); (vi) one-half of the Escrow Holder's fee; (vii) documentary transfer taxes, if any; (viii) one-half of other closing costs not otherwise enumerated in this subsection (a); and (ix) costs, if any, allocable to Seller under this Agreement and costs for such services as Seller may

additionally request that Escrow perform on its behalf (which foregoing items collectively constitute "Seller's Costs and Debited Amounts").

(b) Buyer's Costs. If the transaction contemplated by this Agreement is consummated, then Buyer shall bear the following costs and expenses: (i) one-half of the Escrow Holder's fee; (ii) Buyer's share of prorations, (iii) the premium for ALTA lender's policies of title insurance as to deeds of trust securing the Homebuyer Authority Loans in a condition acceptable to the Authority) (the "Authority Lender's Policies"); (iv) one-half of other closing costs not otherwise enumerated in this subsection (b) or in subsection (a); and (iv) costs, if any, for such services as Buyer may additionally request that Escrow Holder perform on its behalf (collectively, "Buyer's Costs and Debited Amounts"). That portion of Buyer's Costs and Debited Amounts in excess of Two Thousand Dollars (\$2,000.00) [A1]

(c) Generally. Each party shall bear the costs of its own attorneys, consultants, and real estate brokers in connection with the negotiation and preparation of this Agreement and the consummation of the transaction contemplated hereby. Buyer represents to each Seller and the Authority that Buyer has not engaged the services of any consultants, finders or real estate brokers in connection with the purchase of the Real Property from the Seller. Seller represents to each Buyer and the Authority that Seller has not engaged the services of any consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer.

11. Prorations; Withholding.

(a) All revenues (if any) and expenses relating to the Real Property (including, but not limited to, property taxes, utility costs and expenses, water charges and sewer rents and refuse collection charges) shall be prorated as of the Closing Date; provided that all delinquent taxes shall be satisfied at the expense of Seller. Not less than five (5) business days prior to the Closing, Seller shall deliver to Buyer a tentative schedule of prorations for Buyer's approval (the "Proration and Expense Schedule"). If any prorations made under this Section shall require final adjustment after the Closing, then the parties shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same. Any corrected or adjustment proration shall be paid promptly in cash to the party entitled thereto.

(b) In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code (the "Tax Code") as evidenced by the delivery to Buyer at Closing of the California Exemption Certificate duly executed by Seller, (i) Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price, but not in excess of the Down Payment, on behalf of Buyer at Closing for payment to the California Franchise Tax Board in accordance with the Tax Code, (ii) Buyer shall deliver three (3) duly executed copies of California Form 593 to Title Company at or immediately after Closing, (iii) two (2) copies of California Form 593 shall be delivered by Title Company to Seller, and (iv) on or before the 20th day of the month following the month title to the Real Property is transferred to Buyer (as evidenced by the recording of the Grant Deed), Title Company shall remit such funds withheld from the Purchase Price, together with one (1) copy of California Form 593 to the California Franchise Tax Board on behalf of Buyer. Buyer and Seller hereby appoint Title Company as a reporting entity under the Tax Code, authorized to withhold and remit the withholding tax contemplated under the Tax Code, together with such other documents required by

the Tax Code (including, without limitation, California Form 593), to the California Franchise Tax Board.

12. **Closing Procedure.** When the Title Company is ready to issue the Buyer's Title Policy and the Authority Lender's Policies and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow in the manner and order provided below.

(a) **Recording.** Escrow Holder shall cause the Deed to be recorded among the official land records of the County Recorder of the County of San Bernardino ("Official Records") and obtain conformed copies thereof for distribution to each Buyer, Seller and the Authority.

(b) **Disburse Funds.** Escrow Holder shall debit or credit (as provided herein) all Buyer's Costs and Debited Amounts, Seller's Costs and Debited Amounts and General Expenses, prorate matters and withhold funds as provided herein. The City Accommodation Amount, less any applicable debits or credits (as provided herein) shall be distributed by check payable to Albert Situmorang and Grace Diana unless Escrow Holder is instructed otherwise in writing signed by Albert Situmorang and Grace Diana (and, in such event, in accordance with such instructions). Seller authorizes Escrow Holder to request demands for payment and to make such payments from the Down Payment (or such other funds, if any, as are advanced by Seller) to defray the cost of removing deeds of trust, liens and other encumbrances. **Seller agrees that, notwithstanding any other provision of this Agreement to contrary effect, the total moneys to be disbursed to Seller upon Closing in connection with the sale of the Real Property under this Agreement shall be the sum of Two Thousand Dollars (\$2,000.00).**

(c) **Documents to Seller.** Escrow Holder shall deliver to Seller a conformed copy of the Deed, and a copy of each other document (or copies thereof) deposited into Escrow by Buyer pursuant hereto. Escrow Holder shall also provide to Authority a copy of each document provided to Seller.

(d) **Documents to Buyer.** Escrow Holder shall deliver to Buyer the original FIRPTA Certificate, the original California Exemption Certificate (as applicable), a conformed copy of the Deed, the Natural Hazard Report, and each other document (or copies thereof) deposited into Escrow by Seller pursuant hereto, including, without limitation, those documents referenced in Section 8. Escrow Holder shall also provide to Authority a copy of each document provided to Buyer.

(e) **Title Company.** Escrow Holder shall cause the Title Company to issue the Buyer's Title Policy to Buyer and the Authority Lender's Policies to the Authority.

(f) **Closing Statement.** Escrow Holder shall forward to both Buyer and Seller a separate accounting of all funds received and disbursed for each party with a copy to the Authority.

(g) **Informational Reports.** Escrow Holder shall file any information reports required by Internal Revenue Code Section 6045(e), as amended.

(h) **Possession.** Possession of the Real Property shall be delivered to Buyer at the Closing.

13. Representations and Warranties.

(a) Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Real Property, Seller makes the following representations and warranties as of the Effective Date and as of the Closing, each of which is material and is being relied upon by Buyer (and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder), and all of which are material inducements to Buyer to enter into this Agreement (and but for which Buyer would not have entered into this Agreement) and shall survive Closing:

(i) Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(ii) All requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby. By the Closing no additional consent of any individual, director, manager, shareholder, partner, member, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party shall be required for Buyer to consummate the transaction contemplated by this Agreement.

(iii) The individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

(iv) Neither the execution or delivery of this Agreement or the documents or instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement or the documents or instruments referenced herein or therein conflict with or result in the breach of any terms, conditions or provisions of, or constitute a default under, any note, contract, mortgage, deed of trust, loan, lease or other agreement or instrument to which Seller is a party or that affect the Real Property, including, but not limited to, any of the Title Documents or the Property Documents.

(v) There is no pending litigation nor, to the best of Seller's knowledge, threatened litigation, which does or will adversely affect the Real Property.

(vi) There are no actions or proceedings pending or, to the best of Seller's knowledge, threatened against Seller, before any court or administrative agent in any way connected with or relating to the Real Property, or affecting Seller's ability to fulfill all of its obligations under this Agreement.

(vii) Seller has made no written or oral commitments to or agreements with any governmental authority or agency materially and adversely affecting the Real Property, or any part hereof, or any interest therein, which will survive the Closing. Seller has entered into no understanding or agreement with any taxing or assessing authority respecting the imposition or deferment of any taxes or assignments respecting the Real Property.

(viii) There are no leases or rental agreements in effect as to the Real Property.

(ix) Seller is not in default of its obligations under any contract, agreement or instrument to which Seller is a party pertaining to the Real Property. To the best of the Seller's knowledge, no document supplied to Buyer by Seller contains any untrue statement of a material fact, and no document omits any facts that would be necessary, in the circumstances, to make the document supplied not misleading.

(x) There are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Real Property for work performed or commenced for Seller or on Seller's behalf prior to the date of this Agreement. Seller agrees to hold Buyer harmless from all costs, expenses, liabilities, losses, charges, and fees, including attorney fees, arising from or relating to any such lien or any similar lien claims against the Real Property and arising from work performed or commenced for Seller or on Seller's behalf prior to Closing.

(xi) There are no undisclosed contracts, licenses, commitments, undertakings or other written or oral agreements for services, supplies or materials concerning the use, operation, maintenance, or management of the Real Property that will be binding upon Buyer or the Real Property after the Closing. There are no oral contracts or other oral agreements for services, supplies or materials, affecting the use, operation, maintenance or management of the Real Property.

(xii) There are not as of the Effective Date of this Agreement, nor will there be as of the Closing, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Real Property or any part thereof, and no person other than Buyer shall have any right of possession to the Real Property or any part thereof as of the Closing.

(xiii) No person, excepting Seller, has possession or any rights to possession of the Real Property or portion thereof.

(b) Subsequent Changes to Seller's Representations and Warranties. If, prior to the Closing, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any respect (collectively, the "Seller Representation Matter"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party and Seller's representations and warranties shall be automatically limited to account for the Representation Matter. Buyer shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Seller if Buyer reasonably disapproves any such change. If Buyer does not elect to terminate this Agreement, Seller's representation shall be qualified by such Seller Representation Matter and Seller shall have no obligation to Buyer for such Seller Representation Matter.

(c) Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Real Property, Buyer makes the following representations and warranties as of the date hereof and at and as of the Closing, each of which is material and is being relied upon by Seller (and the truth and accuracy of which shall

constitute a condition precedent to Seller's obligations hereunder), and all of which shall survive Closing:

(i) Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(ii) All requisite governmental action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby. By the Closing no additional consent of any individual, judicial or administrative body, governmental authority or other party shall be required for Seller to consummate the transaction contemplated by this Agreement.

(iii) The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(iv) Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party or by which any of Buyer's properties are bound.

(d) Subsequent Changes to Buyer's Representations and Warranties. If, prior to the Closing, Seller or Buyer should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Buyer set forth herein incorrect or untrue in any respect (collectively, the "Buyer's Representation Matter"), then the party who has learned, discovered or become aware of such Buyer's Representation Matter shall promptly give written notice thereof to the other party and Buyer's representations and warranties shall be automatically limited to account for the Buyer's Representation Matter. Seller shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Buyer if Seller reasonably disapproves any such change. If Seller does not elect to terminate this Agreement, Buyer's representation shall be qualified by such Buyer's Representation Matter and Buyer shall have no obligation to Seller for such Buyer's Representation Matter.

14. Voluntary Sale. The purchase and sale of the Real Property is being undertaken voluntarily and upon the request therefor initiated by Seller. Seller agrees and acknowledges that Seller is not entitled to any relocation benefits or assistance, from the Authority or otherwise, in connection with the sale of the Real Property or Seller's vacation of the Real Property in connection therewith,

15. General Provisions.

(a) Condemnation. If any material portion of the Real Property shall be taken or appropriated by a public or quasi-public authority exercising the power of eminent domain, Buyer

shall have the right, at its option, to (i) terminate this Agreement or (ii) proceed with the purchase of the Real Property and receive all of the award or payment made in connection with such taking.

(b) Notices. All notices, demands, requests or other communications required or permitted hereunder (collectively, "Notices") shall be in writing, shall be addressed to the receiving party as provided in the Basic Term section above, and shall be personally delivered, sent by overnight mail (Federal Express or another carrier that provides receipts for all deliveries), sent by certified mail, postage prepaid, return receipt requested, or sent by facsimile transmission (provided that a successful transmission report is received). All Notices shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice in accordance with this Section was given shall be deemed to constitute receipt of such Notice. The providing of copies of Notices to the parties' respective counsels is for information only, is not required for valid Notice and does not alone constitute Notice hereunder.

(c) Brokers. Seller assumes sole responsibility for any consultants or brokers ("Seller's Agents") it may have retained in connection with the sale of the Real Property (and Authority shall have no responsibility in connection with such matters). Seller represents to each Buyer and to Authority that Seller has engaged no consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer, and there are no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Seller agrees to and does hereby indemnify and hold each Buyer and the Authority free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Buyer in connection with this Agreement.

(d) Disclosures. Seller has provide certain disclosures, which Buyer hereby acknowledges receiving, as set forth in Exhibit "D" hereto (the "Seller Disclosures"). Buyer agrees to sign the Special Disclosures and deliver the Special Disclosures to the Escrow Holder for release to Seller at closing, with a copy thereof to be delivered to the Authority.

(e) Waiver, Consent and Remedies. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

(f) Cooperation. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use all reasonable efforts to accomplish the Closing in accordance with the provisions hereof.

(g) Remedies. Without limitation as to the availability of other remedies, this Agreement may be enforced by an action for specific enforcement.

(h) Time. Time is of the essence of every provision herein contained. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire at 5:00 p.m. on such specified date or period.

(i) Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.

(j) Captions; Interpretation. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. This Agreement shall be interpreted as if prepared jointly and equally by both of the Seller and the Buyer.

(k) No Third Party Beneficiaries except the City and the Authority. Except for the City and the Authority, each of which shall be deemed to be a third party beneficiary of this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Agreement to, any person or entity other than the parties hereto.

(l) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(m) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(n) Applicable Law. This Agreement shall be governed by and construed in accordance with the local law of the State of California.

(o) Exhibits and Schedules. The exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

(p) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Buyer and Seller with respect to the subject matter hereof. The parties

hereto expressly agree and confirm that this Agreement is executed without reliance on any oral or written statements, representations or promises of any kind which are not expressly contained in this Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

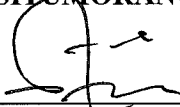
(q) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

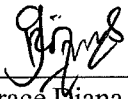
(r) Assignment. This Agreement may not be assigned without the prior written consent of the other party hereto and the prior written consent of the Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“SELLER”


ALBERT SITUMORANG and GRACE DIANA

By:  _____
Albert Situmorang

By:  _____
Grace Diana

“BUYER”

WENDI K. LOPEZ,
an unmarried woman

By:  _____
Wendi K. Lopez

Acceptance by Escrow Holder:

Ticor Title Company of California hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions by and between Albert Situmorang and Grace Diana ("Seller"), and the Wendi K. Lopez, an unmarried woman, as Buyer, and agrees to act as Escrow Holder thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 20__

TICOR TITLE COMPANY OF CALIFORNIA

By: _____
Name: _____
Its: _____

LOMA LINDA HOUSING AUTHORITY

AGENDA

REGULAR MEETING OF FEBRUARY 12, 2019

A regular meeting of the Housing Authority of the City of Loma Linda is scheduled to be held at 7:00 p.m. or as soon thereafter as possible, Tuesday, February 12, 2019 in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

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

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

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

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

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

Agenda item requests for the March 12, 2019 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, February 26, 2019

A. Call To Order

B. Roll Call

C. Items To Be Added Or Deleted

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

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

F. **Scheduled Items**

1. **Joint Public Hearing** of the City Council and Housing Authority pertaining to the sale of 25450 Sonora Loop and approving a Housing Disposition Agreement
 - a. LLHA Bill #R-2019-01 - Authorizing the sale of 25450 Sonora Loop to Lopez and approving the Housing Disposition Agreement
 - b. Council Bill #R-2019-05 - Consenting to the sale of 25450 Sonora Loop to Lopez

G. **Consent Calendar**

2. Demands Register
3. Minutes of December 18, 2018 and January 8, 2019

H. **Chair and Member Reports**

I. **Reports of Officers**

J. **Adjournment**



City of Loma Linda Official Report

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

Approved/Continued/Denied
By City Council
Date _____

CITY COUNCIL AGENDA: February 12, 2019

TO: City Council

FROM: Barbara Nicholson, City Clerk/Authority Secretary *BN*

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

SUBJECT: **Joint Meeting** of the City Council and Housing Authority pertaining to the sale of 25450 Sonora Loop and approving a Homebuyer Loan Agreement (25450 Sonora Loop) [City Clerk]

- a. LLHA Bill #R-2019-01 - Approving A Homebuyer Loan Agreement with Wendi K. Lopez
- b. Council Bill #R-2019-05 - Approving certain actions to be taken in connection with implementation of a Homebuyer Loan Agreement by and between The Loma Linda Housing Authority and Wendi K. Lopez

RECOMMENDATION

It is recommended that the Housing Authority Board and City Council approve the respective Council Bills authorizing and consenting to the sale of 25450 Sonora Loop to Wendi K. Lopez, and that the Housing Authority approve the Homebuyer Loan Agreement by and between the Loma Linda Housing Authority and Wendi K. Lopez, as well as the origination of a new loan by the City to Wendi K. Lopez (as buyer of the subject property).

BACKGROUND

The single family residential property known as 25450 Sonora Loop (the "Property") was developed as part of the Gardner development and was sold to a private party and remained in ownership as the residence of a low income household. The owner obtained secondary financing and ultimately had the secondary loan foreclosed. A purchaser at the foreclosure sale (Kenneth Royal Roe and Rhonda Samira Roe, Co-Trustees of the Roe Family trust dated December 2, 1997 as Amended by a First Amendment to and Complete Restatement of the Roe Family Trust dated December 2, 1997: herein the "Prior Owner") sold the property to a household consisting of Albert H. Situmorang and Grace Diana (herein, the "Seller"). In connection with the sale by Prior Owner to Seller, the Loma Linda Redevelopment Agency ("Former Agency") made a first deed of trust loan, and the Prior Owner made a second trust deed loan in the original principal amount of \$19,000.00 (the "Junior Loan"). As the Board is aware, the housing assets of the Former Agency (including the loan made by the Former Agency in connection with the Property) became the assets of the Housing Authority.

The City subsequently purchased the Junior Loan from the Prior Owner; City now holds the Junior Loan.

Recently, the Seller expressed a desire to sell the Property. A household was located (Wendi K. Lopez: the "Buyer") meeting the income limitations applicable for ownership of the Property. The Seller and the Buyer have entered into a purchase and sale agreement concerning the Property (the "Purchase and Sale Agreement"). In order for the sale to be viable, given the limitations on the amounts that may be

expended as affordable housing cost under the applicable statutes and regulations, it is necessary to restructure the existing loans. Under the actions as proposed for this agenda item: (i) a loan made by the Redevelopment Agency would be extinguished and replaced by a new loan in the original principal amount of \$150,000.00 to be made by the Housing Authority (to the Buyer); (ii) the Junior Loan (as acquired by the City from the Prior Owner) would be extinguished and replaced by a new loan made by City to the Buyer. The new Housing Authority loan will be senior to the new City loan. The terms of the Housing Authority loan and the new City loan are more fully set forth in an instrument entitled "Homebuyer Loan Agreement" (the "HLA") in the form submitted herewith. In keeping with normal and customary practices of the Housing Authority, the Housing Authority will obtain title insurance as to its beneficial interest under the deed of trust securing repayment of the new Housing Authority loan; similarly, title insurance will be obtained by the City as to its loan. The amount of the City loan has been calculated to cover the amounts expended by the City to acquire the Junior Loan, cover costs associated with the proposed sale by Seller to Buyer, and cover various other transactional costs.

Under the HLA, the existing affordability covenants would remain in effect; the Buyer will expressly acknowledge that her purchase of the Property is subject to the existing affordability covenants.

The HLA provides for monthly payments which will conform to 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

Housing Authority financing of the Property under the HLA will 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 by way of monthly payments.

FINANCIAL IMPACT

Sale of the Property subject to the loans as provided under the HLA will provide the Housing Authority with revenue over time in the form of monthly payments of principal and interest. The loan made by the City will provide revenue over the term of that loan to the City. An initial cash outlay by the City is required to generate sufficient proceeds to close the sale of the Property from the Seller to the Buyer.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA APPROVING CERTAIN ACTIONS TO BE TAKEN IN CONNECTION WITH IMPLEMENTATION OF A HOMEBUYER LOAN AGREEMENT BY AND BETWEEN THE LOMA LINDA HOUSING AUTHORITY AND WENDI K. LOPEZ

(25450 Sonora Loop)

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorized and directed the Loma Linda Redevelopment Agency (the "Former Agency") to expend a certain percentage of all taxes which are allocated to the Former Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income;

WHEREAS, pursuant to applicable law the Former Agency established a Low and Moderate Income Housing Fund (the "Housing Fund");

WHEREAS, pursuant to California Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Former Agency was authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons;

WHEREAS, several sites, including without limitation that land located at 25450 Sonora Loop (the "Property") were improved, in part, using moneys from the Housing Fund;

WHEREAS, ABx1 26, as adopted by the California Legislature in 2011 (the "2011 Dissolution Act") dissolved redevelopment agencies throughout the State of California, including without limitation the Former Agency. Under the 2011 Dissolution Act, housing assets, such as the interests of the Former Agency were transferred to governmental entities as designated pursuant to the 2011 Dissolution Act;

WHEREAS, acting as prescribed by the 2011 Dissolution Act, the City of Loma Linda (the "City") (i) elected to act as the successor agency to the Former Agency (acting in such capacity, the "Successor Agency") and (ii) designated the Loma Linda Housing Authority (the "Authority") to receive the housing assets of the Former Agency, including without limitation real property the Property);

WHEREAS, an oversight board (the "Oversight Board") has been established, acting under the 2011 Dissolution Act, for the Successor Agency. At its meeting of March 20, 2012, by its Resolution No. 2012-004, the Oversight Board approved and affirmed the transfer of the housing assets of the Former Agency to the Authority, including without limitation the Property;

WHEREAS, among the assets transferred to the Authority were covenants and a senior deed of trust recorded as the Property in connection with a sale of the Property in 2011 to the current owners of the Property, Albert H. Situmorang and Grace Diana (collectively, "Seller") acquired the Property from a private lender (which had acquired the Property from the Prior Owner), with the consent of the Former Agency, as subject to covenants of record restricting occupancy and ownership of the Property to households which at the time of purchase were households having an income not exceeding eighty

Resolution No.

percent (80%) of areawide median income, as further described at Health & Safety Code Section 50079.5 (“Low Income Households”) at a housing cost not in excess of the maximum housing cost permitted under California Health & Safety Code Section 50052.5 for a Low Income Household (“Affordable Housing Cost”). The covenants of record as to the Property currently provide that they continue in effect until September 30, 2029;

WHEREAS, at the time the Seller acquired the Property from a private party (Kenneth Royal roe and Rhonda Samira Roe, Co-Trustees of the Roe Family Trust dated December 2, 1997 as Amended by a First Amendment to and Complete Restatement of the Roe Family Trust dated December 2, 1997 [the “Prior Owner”]), the Former Agency made a loan to Seller in the first lien position in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “Senior Loan”) as secured by a deed of trust recorded among the official land records of the County Recorder of the County of San Bernardino (“Official Records”) as Document No. 2011-0001789 (the “Senior Loan Deed of Trust”). In addition, the Prior Owner made a loan to the Seller in the original principal amount of Nineteen Thousand Dollars (\$19,000.00) (the “Junior Loan”), which Junior loan was secured by a deed of trust recorded among Official Records as Document No. 2011-0001790 (the “Junior Loan Deed of Trust”);

WHEREAS, City has subsequently acquired the Junior Loan and the Junior Loan Deed of Trust from the Prior Owner;

WHEREAS, Seller has entered into an agreement entitled “Purchase and Sale Agreement” dated as of January 17, 2019 (the “Purchase Agreement”) with Wendi K. Lopez (“Buyer” or “Program Participant”) under which Seller will sell the Property to the Program Participant for a purchase price of One Hundred Seventy Four Thousand Dollars (the “Purchase Price”), consisting primarily of relief of Seller from obligations under the Senior Loan and the Junior Loan, under terms and conditions more particularly set forth in the Purchase Agreement, and a draft agreement entitled “Homebuyer Loan Agreement” dated as of January 22, 2019 between the Authority and Program Participant (the “Homebuyer Loan Agreement”). A copy of each of the Homebuyer Loan Agreement and the Purchase Agreement is on file with the Authority Secretary;

WHEREAS, Program Participant has provided financial information to the Authority and has represented that Program Participant is a low income household;

WHEREAS, in connection with the proposed sale by Seller to Buyer, Seller and Buyer have proposed that the Authority and City restructure the financial arrangements between Authority and City on the one hand and the Buyer on the other hand, with a new loan to be originated by Authority in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “New Authority Loan”), to be secured by a deed of trust (the “New Authority Deed of Trust”) but with an interest rate of five percent (5%) per annum, and the City to replace the Junior Loan and the Junior Loan Deed of Trust with a new loan in the original principal amount of Twenty Two Thousand Dollars (\$22,000.00) (the “New City Loan”) to be secured by a deed of trust (the “New City Deed of Trust”) which will be junior to the New Authority Deed of Trust. In connection with these transactions, the City will remit the sum of up to Four Thousand Dollars (\$4,000.00) (the “City Accommodation Amount”) as hereafter determined by the City Manager as necessary to generate sufficient cash to effect the closing of the sale by Seller to Buyer and the closing of the New Authority Loan and the New City Loan. The increase in the amount of the junior loan will assist the City in recovering costs experienced in connection with the purchase of the Junior Loan, costs associated with furnishing the City Accommodation Amount, and other costs associated with the processing of the Homebuyer Loan Agreement with Buyer;

WHEREAS, in connection with the sale by Seller to Buyer under the Purchase and Sale Agreement, and the recording of the New Authority Deed of Trust and the New City Deed of Trust, the

Resolution No.

Authority will release and reconvey the Senior Loan Deed of Trust and City will cause to be released and reconveyed the Junior Deed of Trust, whereupon the Senior Loan and the Junior Loan will thereupon be deemed cancelled;

WHEREAS, under the Homebuyer Loan Agreement, in addition to the New Authority Loan and the New City Loan, affordability covenants in place as to the Property will remain in full force and effect and will apply to the extent necessary that affordability covenants remain in effect until the later to occur of September 30, 2029 or the satisfaction in full of each of the New Authority Loan and the New City Loan;

WHEREAS, the terms of the New Authority Loan and the New City Loan are set forth in the draft Homebuyer Loan Agreement;

WHEREAS, the Program Participant has acknowledged and agreed that the use of the Property will continue to be restricted to "Low Income Households" (households having an income of not to exceed eighty percent (80%) of median income, as defined in California Health and Safety Code Section 50079.5), all as more particularly provided in the Homebuyer Loan Agreement, and that the Property is required to continue to be maintained at "Affordable Housing Cost" for a Low Income Household, as defined by California Health and Safety Code Sections 50079.5 and 50052.5;

WHEREAS, the Program Participant has represented and Authority staff has confirmed that the Program Participant requires financial participation by the Authority (in the form of the Authority Loans) in order to purchase the Property and would not be able to purchase the Property without such financial participation by the Authority. Program Participant is a Low Income Household;

WHEREAS, Program Participant has represented and warranted to Authority that Program Participant intends to reside in the Property as the Buyer's principal residence at all times during the period of Program Participant's ownership of the Property;

WHEREAS, the Authority wishes to lend (as the New Authority Loan) and the City is willing to lend (as the New City Loan), and Program Participant wishes to borrow, funds to enable Program Participant to purchase the Property (under the Purchase Agreement) upon the terms and conditions set forth in the Homebuyer Loan Agreement;

WHEREAS, Authority staff has reviewed the Program Participant's eligibility for acquisition of the Property as a Low Income Household;

WHEREAS, the preservation of the Property as an affordable housing resource which continues to be available at Affordable Housing Cost to Low Income Households, subject to long-term covenants, assists in maintaining an existing covenant, promotes the affordable housing objectives of the Authority and furthers the provision of affordable housing and providing for mechanisms to better assure the long-term affordability of the Property;

WHEREAS, the City Council has duly considered all terms and conditions of the proposed Homebuyer Loan Agreement, as well as the restructuring of the City Loan as the New City Loan as described herein and the disbursement of the City Accommodation Amount, as referenced above, and believes that the Homebuyer Loan Agreement is in the best interests of the Authority and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements;

Resolution No.

WHEREAS, all actions required by all applicable law with respect to the proposed Homebuyer Loan Agreement have been taken in an appropriate and timely manner.

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

Section 1. The City Council finds and determines that each of the recitals set forth above is true and correct.

Section 2. The City Council hereby consents to the approval by the Authority of the Homebuyer Loan Agreement in substantially the form presented at the meeting at which this Resolution is considered, subject to such revisions as may be directed by the governing board of the Authority and such changes as may be made by the Executive Director of the Authority or his designee. The City Council further appropriates the City Accommodation Amount (from the 03 account maintained by the City) and authorizes the expenditure of such City Accommodation Amount by the City Manager, or his designees, in connection with the implementation of the purchase of the subject property by the Buyer and the implementation of the Homebuyer Loan Agreement. The City Manager, and his designees, are hereby authorized to execute a release of the Junior Deed of Trust, a deed authorization as to the New City Deed of Trust, and any instruments necessary or convenient to implement the Homebuyer Loan Agreement, and to undertake such actions as are reasonable and necessary to further the implementation of the Homebuyer Loan Agreement.

APPROVED AND ADOPTED this 12th day of February, 2019.

By: _____
Rhodes Rigsby, Mayor

ATTEST:

Barbara Nicholson, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF LOMA LINDA)

I, Barbara Nicholson, City Clerk of the City of Loma Linda, do hereby certify that the foregoing Resolution No. _____ was introduced and adopted at a regular meeting provided by law of the City Council of the City of Loma Linda held on the 12th day of February, 2019, by the following vote of the members thereof:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

RESOLUTION NO. ____

**A RESOLUTION OF THE LOMA LINDA HOUSING AUTHORITY
APPROVING A HOMEBUYER LOAN AGREEMENT WITH WENDI K. LOPEZ
(25450 Sonora Loop)**

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorized and directed the Loma Linda Redevelopment Agency (the "Former Agency") to expend a certain percentage of all taxes which are allocated to the Former Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income;

WHEREAS, pursuant to applicable law the Former Agency established a Low and Moderate Income Housing Fund (the "Housing Fund");

WHEREAS, pursuant to California Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Former Agency was authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons;

WHEREAS, several sites, including without limitation that land located at 25450 Sonora Loop (the "Property") were improved, in part, using moneys from the Housing Fund;

WHEREAS, ABx1 26, as adopted by the California Legislature in 2011 (the "2011 Dissolution Act") dissolved redevelopment agencies throughout the State of California, including without limitation the Former Agency. Under the 2011 Dissolution Act, housing assets, such as the interests of the Former Agency were transferred to governmental entities as designated pursuant to the 2011 Dissolution Act;

WHEREAS, acting as prescribed by the 2011 Dissolution Act, the City of Loma Linda (the "City") (i) elected to act as the successor agency to the Former Agency (acting in such capacity, the "Successor Agency") and (ii) designated the Loma Linda Housing Authority (the "Authority") to receive the housing assets of the Former Agency, including without limitation real property the Property);

WHEREAS, an oversight board (the "Oversight Board") has been established, acting under the 2011 Dissolution Act, for the Successor Agency. At its meeting of March 20, 2012, by its Resolution No. 2012-004, the Oversight Board approved and affirmed the transfer of the housing assets of the Former Agency to the Authority, including without limitation the Property;

WHEREAS, among the assets transferred to the Authority were covenants and a senior deed of trust recorded as the Property in connection with a sale of the Property in 2011 to the current owners of the Property, Albert H. Situmorang and Grace Diana (collectively, "Seller") acquired the Property from a private lender (which had acquired the Property from the Prior Owner), with the consent of the Former Agency, as subject to covenants of record restricting occupancy and ownership of the Property to households which at the time of purchase were households having an income not exceeding eighty percent (80%) of areawide median income, as further described at Health & Safety Code Section 50079.5 ("Low Income Households") at a housing cost not in excess of the maximum housing cost permitted under California Health & Safety Code Section 50052.5 for a Low Income Household ("Affordable

Housing Cost”). The covenants of record as to the Property currently provide that they continue in effect until September 30, 2029;

WHEREAS, at the time the Seller acquired the Property from a private party (Kenneth Royal roe and Rhonda Samira Roe, Co-Trustees of the Roe Family Trust dated December 2, 1997 as Amended by a First Amendment to and Complete Restatement of the Roe Family Trust dated December 2, 1997 [the “Prior Owner”]), the Former Agency made a loan to Seller in the first lien position in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “Senior Loan”) as secured by a deed of trust recorded among the official land records of the County Recorder of the County of San Bernardino (“Official Records”) as Document No. 2011-0001789 (the “Senior Loan Deed of Trust”). In addition, the Prior Owner made a loan to the Seller in the original principal amount of Nineteen Thousand Dollars (\$19,000.00) (the “Junior Loan”), which Junior loan was secured by a deed of trust recorded among Official Records as Document No. 2011-0001790 (the “Junior Loan Deed of Trust”);

WHEREAS, City has subsequently acquired the Junior Loan and the Junior Loan Deed of Trust from the Prior Owner;

WHEREAS, Seller has entered into an agreement entitled “Purchase and Sale Agreement” dated as of January 17, 2019 (the “Purchase Agreement”) with Wendi K. Lopez (“Buyer” or “Program Participant”) under which Seller will sell the Property to the Program Participant for a purchase price of One Hundred Seventy Four Thousand Dollars (the “Purchase Price”), consisting primarily of relief of Seller from obligations under the Senior Loan and the Junior Loan, under terms and conditions more particularly set forth in the Purchase Agreement, and a draft agreement entitled “Homebuyer Loan Agreement” dated as of January 22, 2019 between the Authority and Program Participant (the “Homebuyer Loan Agreement”). A copy of each of the Homebuyer Loan Agreement and the Purchase Agreement is on file with the Authority Secretary;

WHEREAS, Program Participant has provided financial information to the Authority and has represented that Program Participant is a low income household;

WHEREAS, in connection with the proposed sale by Seller to Buyer, Seller and Buyer have proposed that the Authority and City restructure the financial arrangements between Authority and City on the one hand and the Buyer on the other hand, with a new loan to be originated by Authority in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “New Authority Loan”), to be secured by a deed of trust (the “New Authority Deed of Trust”) but with an interest rate of five percent (5%) per annum, and the City to replace the Junior Loan and the Junior Loan Deed of Trust with a new loan in the original principal amount of Twenty Two Thousand Dollars (\$22,000.00) (the “New City Loan”) to be secured by a deed of trust (the “New City Deed of Trust”) which will be junior to the New Authority Deed of Trust. In connection with these transactions, the City will remit the sum of up to Four Thousand Dollars (\$4,000.00) (the “City Accommodation Amount”) as hereafter determined by the City Manager as necessary to generate sufficient cash to effect the closing of the sale by Seller to Buyer and the closing of the New Authority Loan and the New City Loan. The increase in the amount of the junior loan will assist the City in recovering costs experienced in connection with the purchase of the Junior Loan, costs associated with furnishing the City Accommodation Amount, and other costs associated with the processing of the Homebuyer Loan Agreement with Buyer;

WHEREAS, in connection with the sale by Seller to Buyer under the Purchase and Sale Agreement, and the recording of the New Authority Deed of Trust and the New City Deed of Trust, the Authority will release and reconvey the Senior Loan Deed of Trust and City will cause to be released and reconveyed the Junior Deed of Trust, whereupon the Senior Loan and the Junior Loan will thereupon be deemed cancelled;

WHEREAS, under the Homebuyer Loan Agreement, in addition to the New Authority Loan and the New City Loan, affordability covenants in place as to the Property will remain in full force and effect and will apply to the extent necessary that affordability covenants remain in effect until the later to occur of September 30, 2029 or the satisfaction in full of each of the New Authority Loan and the New City Loan;

WHEREAS, the terms of the New Authority Loan and the New City Loan are set forth in the draft Homebuyer Loan Agreement;

WHEREAS, the Program Participant has acknowledged and agreed that the use of the Property will continue to be restricted to "Low Income Households" (households having an income of not to exceed eighty percent (80%) of median income, as defined in California Health and Safety Code Section 50079.5), all as more particularly provided in the Homebuyer Loan Agreement, and that the Property is required to continue to be maintained at "Affordable Housing Cost" for a Low Income Household, as defined by California Health and Safety Code Sections 50079.5 and 50052.5;

WHEREAS, the Program Participant has represented and Authority staff has confirmed that the Program Participant requires financial participation by the Authority (in the form of the Authority Loans) in order to purchase the Property and would not be able to purchase the Property without such financial participation by the Authority. Program Participant is a Low Income Household;

WHEREAS, Program Participant has represented and warranted to Authority that Program Participant intends to reside in the Property as the Buyer's principal residence at all times during the period of Program Participant's ownership of the Property;

WHEREAS, the Authority wishes to lend (as the New Authority Loan) and the City is willing to lend (as the New City Loan), and Program Participant wishes to borrow, funds to enable Program Participant to purchase the Property (under the Purchase Agreement) upon the terms and conditions set forth in the Homebuyer Loan Agreement;

WHEREAS, the Authority staff has reviewed the Program Participant's eligibility for acquisition of the Property as a Low Income Household;

WHEREAS, the preservation of the Property as an affordable housing resource which continues to be available at Affordable Housing Cost to Low Income Households, subject to long-term covenants, assists in maintaining an existing covenant, promotes the affordable housing objectives of the Authority and furthers the provision of affordable housing and providing for mechanisms to better assure the long-term affordability of the Property;

WHEREAS, the Authority has duly considered all terms and conditions of the proposed Homebuyer Loan Agreement and believes that the Homebuyer Loan Agreement is in the best interests of the Authority and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements;

WHEREAS, all actions required by all applicable law with respect to the proposed Homebuyer Loan Agreement have been taken in an appropriate and timely manner;

WHEREAS, the Authority has duly considered all of the terms and conditions of the proposed Homebuyer Loan Agreement and believes that the Homebuyer Loan Agreement is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE LOMA LINDA HOUSING AUTHORITY DOES RESOLVE AS FOLLOWS:

Section 1. The Authority finds and determines that each of the recitals set forth above is true and correct.

Section 2. The Authority hereby approves the Homebuyer Loan Agreement in substantially the form presented to the Authority, subject to such revisions as may be directed by the governing board of the Authority and such changes as may be made by the Executive Director of the Authority or his designee. The Authority authorizes the Executive Director to release and reconvey the Senior Deed of trust and cancel the Senior Loan provided that the New Authority Deed of Trust and the New City Deed of Trust are recorded and title insurance is provided for the benefit of the Authority as set forth in the Homebuyer Loan Agreement. The Executive Director of the Authority is hereby authorized to execute the Homebuyer Loan Agreement (including without limitation all attachments thereto) on behalf of the Authority, together with deed acceptances and any instruments necessary or convenient to implement the Homebuyer Loan Agreement, and to undertake such actions as are reasonable and necessary to further the implementation of the Homebuyer Loan Agreement. A copy of the Homebuyer Loan Agreement shall, when executed by the Authority, be placed on file in the office of the Secretary of the Authority.

APPROVED AND ADOPTED this 12th day of February, 2019.

By: _____
Rhodes Rigsby, Chairman

ATTEST:

Barbara Nicholson, Authority Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF LOMA LINDA)

I, Barbara Nicholson, Secretary of the Loma Linda Housing Authority, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Loma Linda Housing Authority held on the 12th day of February, 2019, by the following vote of the members thereof:

AYES: AUTHORITY MEMBERS:
NOES: AUTHORITY MEMBERS:
ABSENT: AUTHORITY MEMBERS:
ABSTAIN: AUTHORITY MEMBERS:



Loma Linda Housing Authority Official Report

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

HOUSING AUTHORITY AGENDA: February 12, 2019
TO: Housing Authority Board
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

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

vchlist
01/16/2019 2:38:01PM

Voucher List
CITY OF LOMA LINDA
01-22-2019 HA

Page: 1

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2099	1/8/2019	005395 USBANK EQUIPMENT FINANCE	374336022 HA	P-0000015162	PRINTERS LEASE AGREEMENT	27.01
					Total :	27.01
2100	1/8/2019	005455 SOFTWARE ONE	US-PSI-718976 HA	P-0000015268	MICROSOFT CONTRACT RENEWAL	235.62
					Total :	235.62
2101	1/10/2019	004999 ROGERS, ANDERSON, MALODY &, SCOTT, LL 59472 HA		P-0000015408	YEAR-END AUDIT FOR FY 2018	250.00
					Total :	250.00
2102	1/10/2019	004999 ROGERS, ANDERSON, MALODY &, SCOTT, LL 59306 HA		P-0000015408	YEAR-END AUDIT FOR FY 2018	250.00
					Total :	250.00
2103	1/10/2019	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC 36454			PROFESSIONAL/LEGAL SERVICES 00-	66.50
					Total :	66.50
2104	1/10/2019	002713 PREFERRED MANAGEMENT GROUP	25613 PROSPECT		25613 PROSPECT AVE-JAN 2019 HOA [135.00
					Total :	135.00
2105	1/22/2019	005791 CENTURYLINK	76773632 HA	P-0000015176	CITY INTERNET AND VOIP	2.80
					Total :	2.80
2106	1/22/2019	004631 DHA CONSULTING, LLC	18-1206	P-0000015469	HOUSING AUTHORITY CONSULTIN SV[3,918.75
					Total :	3,918.75
2107	1/22/2019	001799 STRADLING,YOCCA, CARLSON, & RAUTH	350175-0000		PROFESSIONAL/LEGAL SERVICES	6,377.00
					Total :	6,377.00
9 Vouchers for bank code :		bofaha			Bank total :	11,262.68
9 Vouchers in this report					Total vouchers :	11,262.68

Page: 1

Bank code : bofaha

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

I have reviewed the above listing of payments on check nos. 2099 through 2107 for a total disbursement of \$ 11,262.68, and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on 02-12-2019 and the City Treasurer is hereby directed to pay except as noted.

Rhodes Rigsby, Mayor

vchlist
02/07/2019 7:27:01AM

Voucher List
CITY OF LOMA LINDA
02-12-2019 HA

Bank code : bofaha

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2108	2/6/2019	005395 USBANK EQUIPMENT FINANCE	376787339 HA	P-0000015162	PRINTERS LEASE AGREEMENT	27.01
					Total :	27.01
2109	2/6/2019	002713 PREFERRED MANAGEMENT GROUP	25613		25613 PROSPECT-FEB 2019 HOA DUES	135.00
					Total :	135.00
2110	2/12/2019	005047 EMPHASYS SOFTWARE	INV000000000003613	P-0000015004	PROVIDE SOFTWARE AND SUPPORT F	2,326.83
					Total :	2,326.83
2111	2/12/2019	004879 FAX A FORM	8232		1098 LASER FORMS & ENVELOPES	98.56
					Total :	98.56
4 Vouchers for bank code : bofaha					Bank total :	2,587.40
4 Vouchers in this report					Total vouchers :	2,587.40

Bank code : bofaha

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

I have reviewed the above listing of payments on check nos.
2108 through 2111 for a total
disbursement of \$ 2,587.40, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.

DIANA DE ANDA, Finance Director



Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
02-12-2019 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor



Loma Linda Housing Authority Official Report

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

HOUSING AUTHORITY AGENDA: February 12, 2019

TO: Housing Authority Board

SUBJECT: Minutes of December 18, 2018 and January 8, 2019

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of December 18, 2018 and January 8, 2019.

Loma Linda Housing Authority

Minutes

A Regular Meeting of December 18, 2018

A regular meeting of the Loma Linda Housing Authority was called to order by Chairman Rigsby at 7:06 p.m., Tuesday, December 18, 2018, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

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

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

CC-2018-089 –

LLHA-2018-20 - Joint meeting of the City Council and Housing Authority regarding presentation of Audit Report for Fiscal Year 2017-2018

The Housing Authority Board was called to order at 7:06 p.m. with all members present except Board Member Dailey. Finance Director DeAnda introduced Veronica Hernandez with Rogers, Anderson, Malody & Scott, LLP. Ms. Hernandez thanked the Finance Department for their help in compiling the necessary documents and information to complete the annual review of the City's financial statements. She continued, outlining the City's responsibilities as:

- Presenting the City's financial position and results of its operations fairly and in conformity with generally accepted accounting principles;
- Adopting sound accounting policies;
- Providing reasonable accounting estimates;
- Establishing and maintaining internal controls; and
- Preventing and detecting fraud.

The Auditors responsibilities included:

- Obtaining reasonable assurance that the financial statements are free of material misstatement;
- Examine, on a test basis, evidence supporting amounts and disclosures;
- Assessing accounting principles used, estimates made, and evaluating the overall financial statement presentation;
- Reviewing the City's internal control policies and procedures;
- Expressing an opinion on the City's financial statements.

Ms. Schultz continued, indicating that the financial statements were fairly presented in all material aspects, significant accounting policies have been consistently applied, estimates were reasonable, and disclosures were properly reflected in the financial statements. There were no disagreements with management, no material errors or irregularities were discovered, and no significant accounting issues were discovered.

Accounting Manager Sonia Fabela then presented the Comprehensive Annual Financial Report (CAFR) which included a Letter of Transmittal, a GFOA Certificate of Achievement for Excellence in Financial Reporting, Principal Officers and an Organizational Chart.

She presented the Financial Statements for the City, the Loma Linda Housing Authority (a special revenue fund), and the Successor Agency to the former Redevelopment Agency (a private purpose trust fund). She also reviewed GASB No. 68 which reported pensions on the Government-wide Financial Statements.

She also reviewed the General Fund, Statement of Revenues, Expenditures and Change in Fund Balance in addition to Water Acquisition, Water Enterprise, Sewer Capital, and Loma Linda Connected Communities. She thanked Accounting Specialist Kaveeta Prasad and all City staff for their assistance in the preparation of the City's 2018 Comprehensive Annual Financial Report.

City Manager Thaipejr and Mayor Rigsby commended City Staff and the Finance Department for maintaining a financially well run City. Finance Director DeAnda noted the hard work by Accounting Manager Sonia Fabela in pulling all portions of the CAFR together.

Motion by Lenart, seconded by Popescu and unanimously carried to receive and file the Audit Report for fiscal year 2017-2018 (Dailey absent)

LLHA-2018-20 –Consent Calendar

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

The Annual Housing Report for filing pursuant to Health & Safety Code Sections 34328 and 34176.1.

The meeting adjourned at 7:23 p.m.

Approved at the meeting of _____, 2019.

Secretary

CITY OF LOMA LINDA

CITY COUNCIL AS SUCCESSOR AGENCY
TO THE LOMA LINDA REDEVELOPMENT AGENCY

AGENDA

REGULAR MEETING OF FEBRUARY 12, 2019

A regular meeting of the City Council of the City of Loma Linda as successor agency to the Loma Linda Redevelopment Agency is scheduled to be held Tuesday, February 12, 2019 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.*

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

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

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

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

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

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

Agenda item requests for the March 12, 2019 meeting must be submitted in writing to the City Clerk no later than Noon, Tuesday, February 26, 2019

A. **Call To Order**

B. **Roll Call**

C. **Items To Be Added Or Deleted**

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

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

F. **Consent Calendar**

1. Demands Register
2. Minutes of January 8, 2019

G. **Adjournment**

Loma Linda Housing Authority

Minutes

A Regular Meeting of January 8, 2019

A regular meeting of the Loma Linda Housing Authority was called to order by Chairman Rigsby at 9:23 p.m., Tuesday, January 8, 2019, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Board Members Present:

Chairman Rhodes Rigsby
Vice Chairman John Lenart
Ovidiu Popescu
Ron Dailey

Board Members Absent:

Phill Dupper

Others Present:

Executive Director T Jarb Thaipejr
General Counsel Richard Holdaway

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

HA-2019-01 – Consent Calendar

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

The Demands Registers dated:

- December 25, 2018 with commercial demands totaling \$3,070.86.61;
- January 8, 2019 with commercial demands totaling \$46.33.

The minutes of December 11, 2019 as presented.

The meeting adjourned at 9:24 p.m.

Approved at the meeting of _____.

Secretary



City of Loma Linda Official Report

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

SUCCESSOR AGENCY AGENDA: February 12, 2019
TO: Board Members
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

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

vchlist
01/16/2019 2:53:25PM

Voucher List
CITY OF LOMA LINDA
01-22-2019 SA

Bank code : bofasa


Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1313	1/10/2019	004999 ROGERS, ANDERSON, MALODY &, SCOTT, LL	59306 SA	P-0000015408	YEAR-END AUDIT FOR FY 2018	250.00
					Total :	250.00
1314	1/10/2019	004999 ROGERS, ANDERSON, MALODY &, SCOTT, LL	59472 SA	P-0000015408	YEAR-END AUDIT FOR FY 2018	250.00
					Total :	250.00
1315	1/10/2019	004631 DHA CONSULTING, LLC	18-1205	P-0000015302	Contractual Services - 2018-19A	3,258.75
					Total :	3,258.75
1316	1/10/2019	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC	36447		PROFESSIONAL/LEGAL SERVICES-00-	33.25
					Total :	33.25
1317	1/22/2019	001799 STRADLING, YOCCA, CARLSON, & RAUTH	350177-0000		PROFESSIONAL/LEGAL SERVICES	867.80
					Total :	867.80
5 Vouchers for bank code : bofasa						Bank total : 4,659.80
5 Vouchers in this report						Total vouchers : 4,659.80

Bank code : bofasa

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

I have reviewed the above listing of payments on check nos.
1313 through 1317 for a total
disbursement of \$ 4,659.80, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
02-12-2019 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor


Voucher List
CITY OF LOMA LINDA
01-31-2019 SA

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
313345	1/25/2019	001044 U.S. BANK	2019012400313345		DEBT SERVICE PAYMENT-LL REDVELC	98,062.50
					Total :	98,062.50
314348	1/25/2019	001044 U.S. BANK	2019012400314348		DEBT SERVICE PAYMENT-LL REDEVEL	342,368.76
					Total :	342,368.76
2 Vouchers for bank code : bofasa					Bank total :	440,431.26
2 Vouchers in this report					Total vouchers :	440,431.26

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
313345 & 314348 for a total
disbursement of \$ 440,431.26, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
02-12-2019 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

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

SUCCESSOR AGENCY AGENDA: February 12, 2019
TO: Board Members
SUBJECT: Minutes of January 8, 2019

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of January 8, 2019.

City of Loma Linda
City Council as Successor Agency
To the Loma Linda Redevelopment Agency
Minutes
Regular Meeting of January 8, 2019

A special meeting of the City Council as Successor Agency to the Loma Linda Redevelopment Agency was called to order by Mayor Rigsby at 9:24 p.m., Tuesday, January 8, 2019, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

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

SA-2019-01 - Consent Calendar

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

The demands register dated December 25, 2018 commercial demands totaling \$4,617.65.

The Minutes of December 11, 2018 as presented.

The meeting adjourned at 9:25 p.m.

Approved at the meeting of _____.

City Clerk