



CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING OF AUGUST 8, 2023

7:00PM

IN THE EMERGENCY OPERATIONS CENTER (EOC)
(Council Chambers under construction)

A regular meeting of the City Council of the City of Loma Linda is scheduled in the Emergency Operations Center, 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.

Meetings are accessible to people with disabilities. Every attempt will be made to swiftly address each request. Requests in advance of the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the City Clerk at larreola@lomalinda-ca.gov or (909) 799-2819.

- A. **Call To Order**
- B. **Roll Call**
- C. **Joint Workshop with Planning Commission at 5:30pm in the Emergency Operations Center (EOC)**
 - Presentation of the 430-acre property in the South Hills through Reche Canyon Road
- D. **Invocation and Pledge of Allegiance** – Mayor pro tempore Dailey (In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief, non-sectarian invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)
- E. **Items To Be Added Or Deleted**
- F. **Oral Reports/Public Participation - Non-Agenda Items** (Limited to 30 minutes; 3 minutes allotted for each speaker)
- G. **Conflict of Interest Disclosure** - Note agenda item that may require member abstentions due to possible conflicts of interest
- H. **Scheduled and Related Items**
- I. **Consent Calendar**
 - 1. Demands Registers
 - 2. Minutes – June 27, and July 11, 2023
 - 3. Treasurer’s Report – July 2023
 - 4. Fire Department’s Activity Report – July 2023
 - 5. Accept a Grant of Easement for street and utility purposes at Parcel Map 20389, Lot I, on Redlands Boulevard [**Public Works**]
 - 6. **Council Bill #R-2023-30** – Adopt Resolution declaring the need for emergency contracting procedures to purchase and install two air conditioning units at the Library and Award contract to Loma Linda Heat & Air Conditioning, Inc., to purchase and install two air conditioning units for \$49,846 [**Public Works**]
 - 7. **Council Bill #R-2023-31** – Adopt Resolution for a Five-Year Capital Project Needs Analysis, Fiscal Years 2024/2025 through 2028/2029 [**Public Works**]
 - 8. Appropriate \$13,000 from General Fund - Fund Balance and execute Service Agreement for performance evaluation software, Perform, through NeoGov [**Human Resources**]
 - 9. Award contract to All American Asphalt for Pavement Rehabilitation at Various Locations for \$1,473,363 (CIP 23-115) [**Public Works**]
 - 10. Award contract to Doug Martin Contracting Co., Inc., for Pavement Rehabilitation by Slurry Seal Method at Various Locations for \$94,956 (CIP 23-116) [**Public Works**]

11. Appropriate \$15,000 from Storm Drain Fund Balance and Award contract to TK Construction to modify the Anderson Way Storm Drain for \$10,000 [**Public Works**]
12. Appropriate \$12,300 from MSART Fund Balance and \$7,700 from Traffic Mitigation Fee Fund Balance and Award contract to Goodman & Associates for Civil Engineering Services for California Street Widening at Mission Road for \$18,000 [**Public Works**]
13. Award the Bid to Purchase One (1) Ford Explorer vehicle from Fritts Ford for \$49,110.43 [**Public Works**]
14. Award the Bid to Purchase One (1) Caterpillar 926M Wheel Loader from Quinn CAT for \$276,005.60[**Public Works**]
15. Award contract to Synoptek for Managed Cyber Security Services for \$114,609.72 [**Information Services**]
16. Declare various technology devices and equipment surplus and Authorize appropriate disposal [**Information Services**]
17. Accept as complete and authorize recordation of Notice of Completion for the replacement of the roof at Hinckley House, 25964 Mission Road (Heritage Park) and approve the change orders that exceeded the contingency amount, La Rocque Better Roofs, Contractor [**Public Works**]
18. Accept as complete and authorize recordation of Notice of Completion for the Water Treatment Plant Security System project, Silverstrand Technology, Inc., Contractor [**Public Works**]
19. Re-appropriate \$53,300 from unspent encumbered funds from fiscal year 2022-23 into Fiscal Year 2023-24 for the Council Chambers Audio Visual Upgrade and Document Management Software [**Administration**]
20. **Council Bill #R-2023-32** – Adopt Resolution updating the Personnel Rules and Regulations to include the Practice of Underfilling [**Human Resources**]
21. Approve the execution of Agreement with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for Collection of special taxes, fees, and assessments for Fiscal Year 2023-2024 [**Public Works**]
22. **Council Bill #R-2023-33** – Adopt Resolution increasing the salary range for Customer Support Technician and updating the Miscellaneous and Fire Salary Schedule

J. Old Business

K. New Business

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

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

N. Adjournment

POSTING

I, Lynette Arreola, City Clerk, do hereby certify and declare that on the 3rd day of August, 2023, I caused this agenda to be posted at the following three (3) locations, to-wit:

1. Loma Linda Branch Library, 25581 Barton Road, Loma Linda, California
2. City Council Chambers, 25541 Barton Road, Loma Linda, California
3. U. S. Post Office Annex, Newport Avenue, Loma Linda, California



Lynette Arreola, City Clerk
City of Loma Linda, California

**City of Loma Linda
City Council and Planning Commission Joint Meeting
August 8, 2023**



430-acre Property in the South Hills through Reche Canyon Road



Agenda

- + Introduction**
- + Property Context**
- + Proposed Plan**
- + Proposed Traffic Mitigation**
- + Community Benefits**
- + Project Timeline**
- + Next Steps**

Introduction



Our charter drives all we do

ASU is a comprehensive public research university, measured not by whom it excludes, but by whom it **includes** and how they **succeed**; advancing research and discovery of **public value**; and assuming **fundamental responsibility** for the **economic, social, cultural and overall health** of the communities it serves.

**#1 in the U.S.
for innovation**

ASU ahead of MIT and Stanford

— U.S. News & World Report, 8 years, 2016–2023



#1
in the U.S. and
#2 in the world for
global impact

— Times Higher Education, 2022

Top 10
in the U.S. for
community and national service

— Washington Monthly, 2022

**#1 for sustainability
in North America**

— Sierra Club, 2021



Jeff Roberts
Managing Director



Lydia Chelle
Senior Associate



Chris Anaradian
Director,
Commercial Development

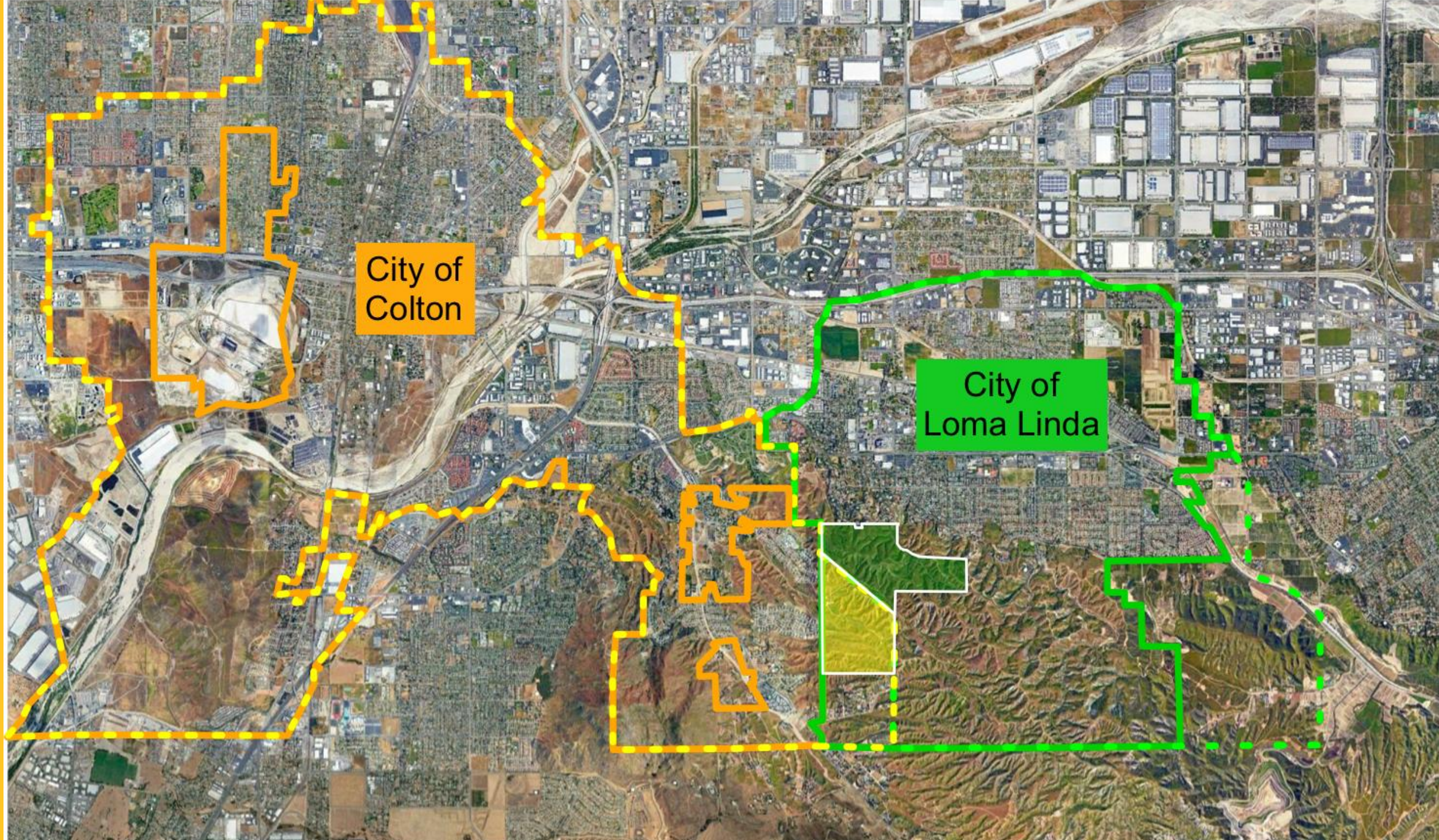


Mark Stapp
Director, ASU
Center for Real Estate
Theory & Practice



University Realty works to **unite** real estate, ideas and philanthropy to further ASU's mission. Our real estate endeavors support ASU to advance **student access**, serve our community, **protect the planet**, create equity in higher education and conduct research **for the public good**.

Property Context



City of
Colton

City of
Loma Linda

Proposed Plan

Reche Canyon
Elementary
School

Cambria
Neighborhood

Crystal Ridge
Neighborhood

Reche Canyon
Country Estates

East Shadid
Neighborhood

Reche Canyon
Mobile Estates

Colton

Loma Linda

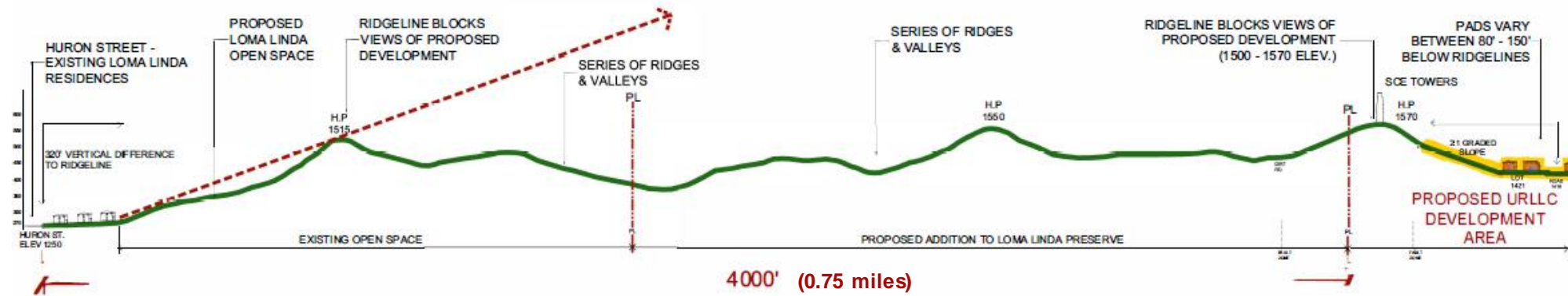
Loma Linda South
Hills Neighborhood

227 Acre Proposed
Open Space

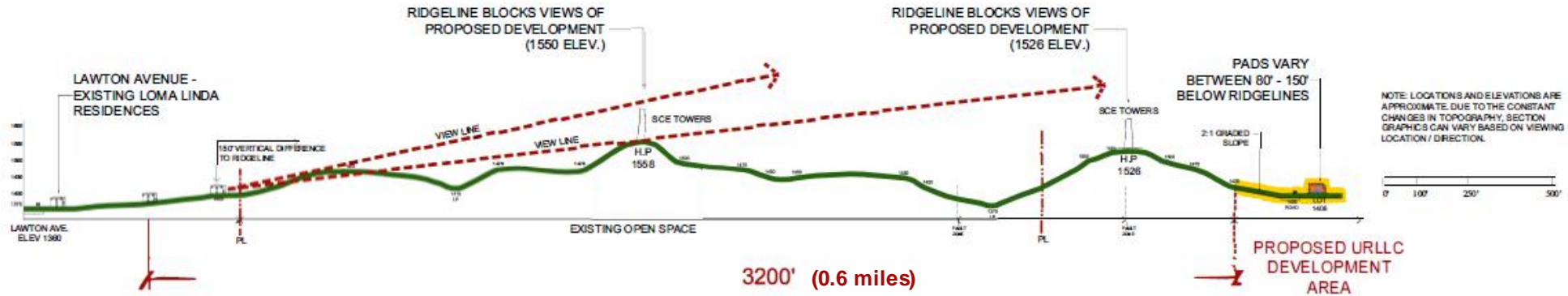
203 Acre Proposed
Development Area

Scotch Lane
Neighborhood

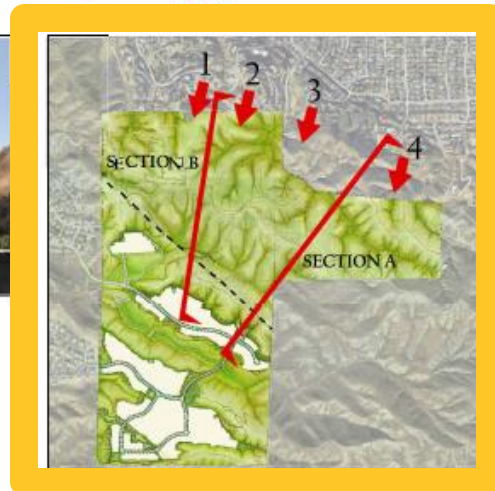
SECTION A

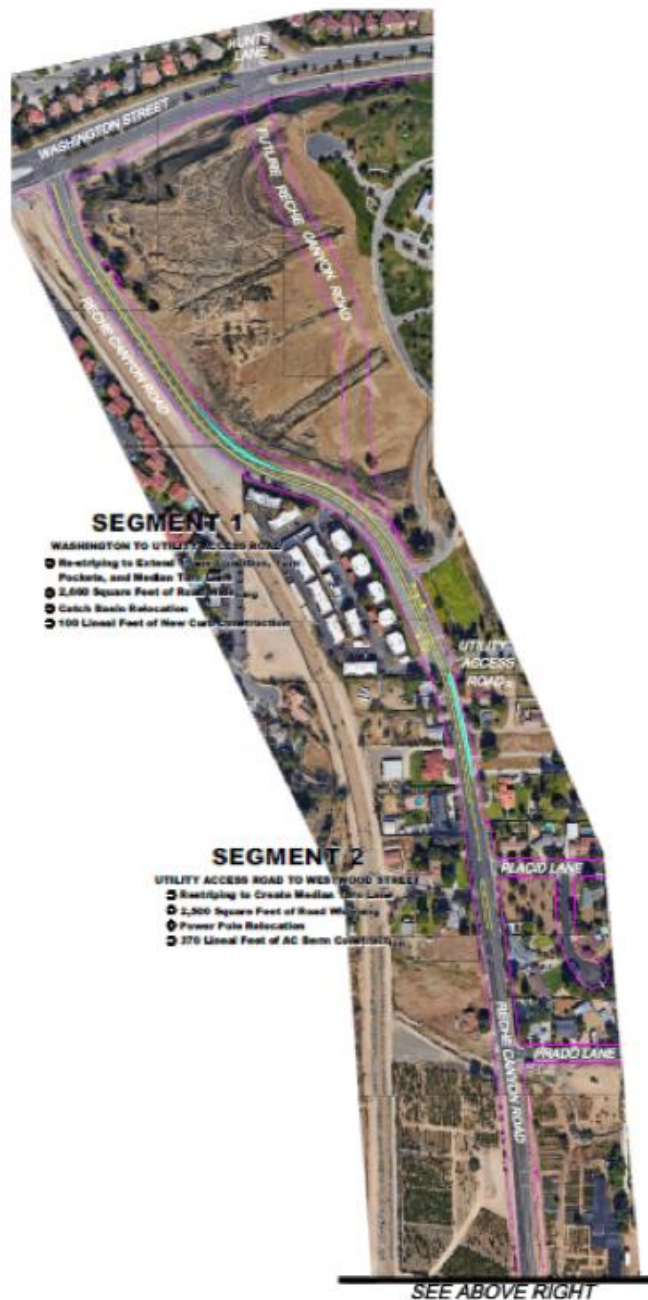


SECTION B



SITE SURVEY
LINE-OF-SIGHT / VIEWS
LOMA LINDA NEIGHBORHOODS





Conceptual Reche Canyon Road Improvements

Restriping to add Median
Turn Lanes & Turn Pockets

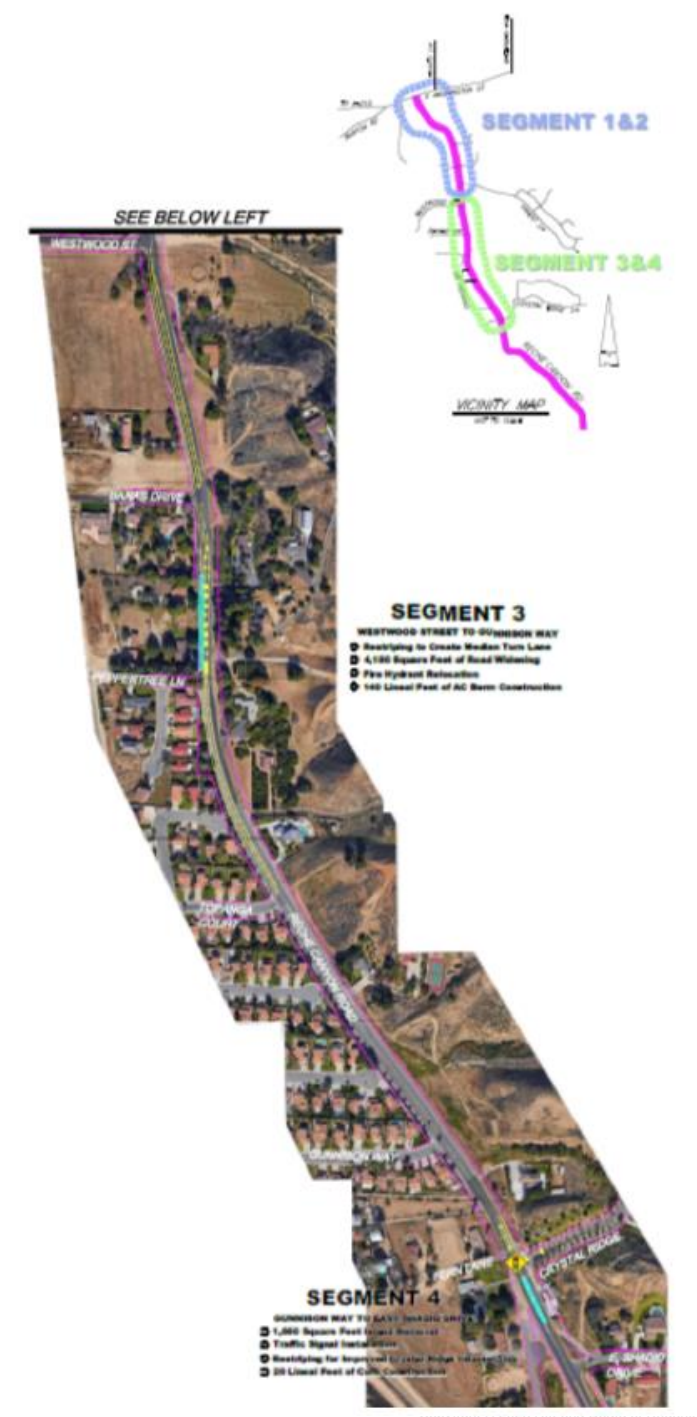
Road Widening

Fire Hydrant Relocation

Improved Intersection Crossings

New Curb Construction

New Signalized Intersection



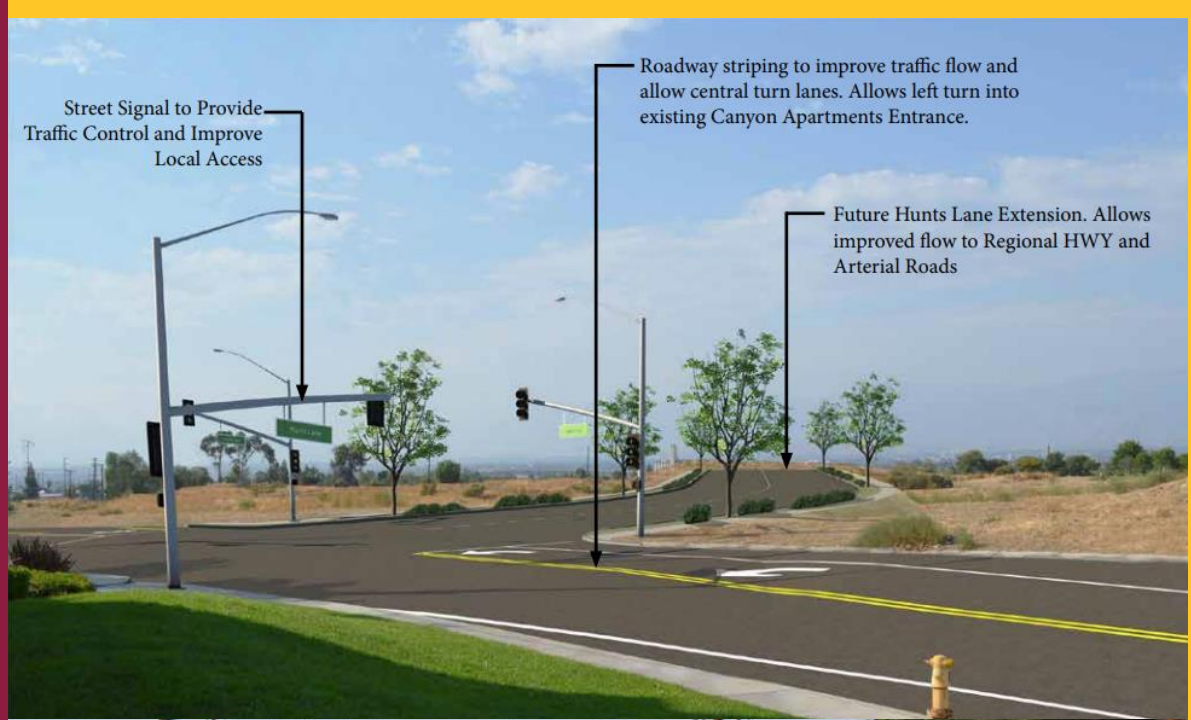
Across from Canyon Apartments



At Placid Lane Intersection



Improved



Near Peppertree Lane



At Crystal Ridge Lane



Improved

Community Benefits



Housing

- + New, family-oriented housing
- + Continued economic development
- + Diversification of Tax Base



Wildfire

- + Improved access
- + Improved water infrastructure
- + Public safety resources



Traffic

- + Mitigation **beyond** identified project impacts
- + Turn lanes and pull-outs
- + Improved safety at intersections



Open Space

- + Improved & legal access to trails
- + Support for perpetual maintenance
- + Improved open space throughout project

Project Timeline



Local Agency Formation Commission (LAFCO) for San Bernardino County



Annexation Application Review (30 days)



Optional Resolution



Commission Consideration within 90 days

Local Agency Formation Commission (LAFCO) for San Bernardino County

Application Requirements:



Application Form



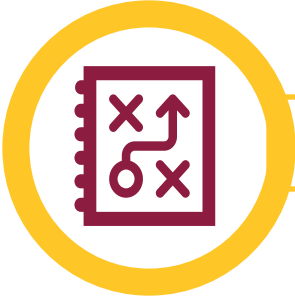
Filing and Processing Fees



CEQA & Pre-zoning



Map & Legal Description



Plan for Services

Next Steps



- + Incorporate feedback received
- + Continue processing Specific Area Plan through Colton
- + Finalize Environmental Impact Report
- + Report back to Loma Linda with updates

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 1



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: August 8, 2023
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.



CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705367	7/11/2023	5502	FRONTIER COMMUNICATIONS	9097997257 July		Corp Yard Fire Alarm 06/19-07/18/23	\$42.81
				9097963838 July		Phone service 06/22-07/21/23	\$129.10
				9097998149 July		Fire Station #1 06/25-07/24/23	\$247.36
				9097991480 July		Senior Center Fire Alarm 06/28-07/27/23	\$119.33
						705367 Total	\$538.60
705368	7/11/2023	7350	SH-RICHARDSON II, LLC	2023 Q1		1st QTR 2023 TOT Hotel Incentive Program	\$25,999.70
				2022 Q4		4th QTR 2022 TOT Hotel Incentive Program	\$20.25
						705368 Total	\$26,019.95
705369	7/11/2023	7350	SH-RICHARDSON II, LLC	CR 1-036368		Deposit Reimbursement per City Code 3.13.040 3C	\$9,100.00
						705369 Total	\$9,100.00
705370	7/11/2023	1245	SO CALIF EDISON	700570670141 June		Electricity costs 05/02-06/26/23	\$153.20
				700142439793 June		Electricity costs 05/26-06/26/23	\$127.90
				700548764612 June		Electricity costs 05/30-06/27/23	\$190.79
				700075919924 June		Electricity costs 05/26-06/26/23	\$55.92
				700452547783 June		Electricity costs 05/26-06/26/23	\$56.95
				700142412616 June		Electricity costs 5/26-06/26/23	\$11.80
				700394531780 June		Electricity costs 05/08-06/26/23	\$129.77
				700237930435 June		Electricity costs 05/31-06/28/23	\$72.29
				700072821984 June		Electricity costs 05/31-06/28/23	\$173.40
				700242318673 June		Electricity costs 05/31-06/28/23	\$41.58
				700547438439 June		Electricity costs 05/31-06/28/23	\$67.63
				700546567358 June		Electricity costs 05/25-06/25/23	\$23.96
				700337902271 June		Electricity costs 06/01-06/29/23	\$167.30
				700630870058 June		Electricity costs 06/01-06/29/23	\$240.86
				700619645542 June		Electricity costs 06/01-06/29/23	\$3.90
				700252505390 June		Electricity costs 06/01-06/29/23	\$106.10



CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				700475961967 June		Electricity costs 06/01-06/29/23	\$102.11
				700357831327 June		Electricity costs 06/01-06/29/23	\$67.52
				700281250130 June		Electricity costs 06/01-06/29/23	\$71.29
				700192550906 June		Electricity costs 05/30-06/27/23	\$5.04
				700180303341 June		Electricity costs 06/01-06/29/23	\$77.93
				700228294695 June		Electricity costs 05/01-06/25/23	\$17,860.55
				700011104827 June		Electricity costs 05/30-06/27/23	\$131.00
				700605303585 June		Electricity costs 05/31-06/28/23	\$26.28
				700540416245 June		Electricity costs 06/01-06/29/23	\$3.76
				700619667467 June		Electricity costs 06/01-06/29/23	\$122.21
				700371011405 June		Electricity costs 06/01-06/29/23	\$4,381.51
				700571294375 June		Electricity costs 06/01-06/29/23	\$32.70
				700010613157 June		Electricity costs 06/01-06/29/23	\$186.73
				700030769656 June		Electricity costs 06/01-06/29/23	\$157.94
				700123802154 June		Electricity costs 06/01-06/29/23	\$218.14
				700620519956 June		Electricity costs 06/01-06/29/23	\$1,180.90
				700796906978 June		Electricity costs 05/30-06/27/23	\$13.58
				700666425814 June		Electricity costs 05/31-06/28/23	\$5.07
				700556225427 June		Electricity costs 05/31-06/28/23	\$45.93
				700411454240 June		Electricity costs 06/01-06/29/23	\$2,286.82
				700030754805 June		Electricity costs 06/01-06/29/23	\$2.54
				700044573766 June		Electricity costs 06/01-06/29/23	\$2.30
				700142501532 June		Electricity costs 06/01-06/29/23	\$1.84
						705370 Total	\$28,607.04
705371	7/11/2023	26	VERIZON WIRELESS	9938395991		City Wide Cell Phone Service 5/29-6/28/23	\$3,108.55
						705371 Total	\$3,108.55
705372	7/13/2023	7348	AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.	SI449190	1240157	Annual fee for registration service plan - 2X smal	\$500.00
						705372 Total	\$500.00



CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705373	7/13/2023	5502	FRONTIER COMMUNICATIONS	9097990759 July 9097997651 July 9094785042 JULY 9097964692 JULY		Phone costs Fire Station #252 Phone costs 07/01-07/31/23 Phone costs Cole House Fire Alarm 07/04-08/03/23 Phone costs Corp Yard Intrusion 07/04- 08/03/23	\$42.40 \$37.18 \$132.66 \$83.26
705373 Total							\$295.50
705374	7/13/2023	2289	PROGRESSIVE SOLUTIONS, INC.	3870	1240154	Business License Annual Maint FY 23-24	\$6,474.23
705374 Total							\$6,474.23
705375	7/13/2023	1245	SO CALIF EDISON	700448473884 June 700458638878 June 700125145505 June 700125053252 June 700125316869 June 700124018786 June 700123951189 June 700327588141 June 700620742955 June 700162747250 June 700546694670 June 700237491915 June 700377436138 June 700350988278 June		Electricity costs 06/01-06/29/23 Electricity costs 05/25-06/25/23 Electricity costs 06/05-07/06/23 Electricity costs 06/05-07/06/23 Electricity costs 06/05-07/06/23 Electricity costs 06/05-07/06/23 Electricity costs 06/05-07/06/23 Electricity costs 06/05-07/06/23 Electricity costs 06/05-07/06/23 Electricity costs 06/05-07/06/23 Electricity costs 06/01-07/06/23 Electricity costs 06/05-07/06/23 Electricity costs 06/05-07/06/23 Electricity costs 06/01-06/30/23	\$18.50 \$2,477.35 \$129.35 \$47.53 \$92.19 \$83.11 \$56.56 \$98.05 \$213.20 \$857.38 \$234.24 \$189.57 \$179.48 \$6,950.57



CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				700280676618 June		Electricity costs 06/02-07/02/23	\$95.20
				700625935485 June		Electricity costs 06/05-07/06/23	\$77.74
				700542818815 June		Electricity costs 06/05-07/06/23	\$7.74
				700402406564 June		Electricity costs 06/02-07/02/23	\$102.67
				700004740213 June		Electricity costs 06/02-07/02/23	\$553.70
				700010396020 June-		Electricity costs 06/01-06/29/23	\$117.44
				700491050723 June-		Electricity costs 06/01-06/29/23	\$354.14
				700441458865 June		Electricity costs 06/02-07/02/23	\$118.20
				700491092452 June		Electricity costs 06/02-07/02/23	\$5.62
				700533422444 June		Electricity costs 06/05-07/06/23	\$96.09
				700077110701 June		Electricity costs 06/05-07/06/23	\$108.20
				700012556793 June		Electricity costs 06/05-07/06/23	\$24.24
				700164228320 June		Electricity costs 06/02-07/02/23	\$2.40
						705375 Total	\$13,290.46
705376	7/13/2023	1261	THE GAS COMPANY	14642464003 June		Gas Co 26000 Barton Rd 06/01-06/30/23	\$44.87
				06872460008 June		Gas Co. 11325 Loma Linda Dr 06/02-07/03/23	\$68.59
				10232459007 June		Gas Co. 25581 Barton Rd 06/02-07/03/23	\$24.98
				10022459001 June		Gas Co. 25541 Barton Rd 06/02-07/03/23	\$105.76
						705376 Total	\$244.20
705377	7/13/2023	26	VERIZON WIRELESS	9938395992		SCADA PW Modem 05/29-06/28/23	\$38.01
						705377 Total	\$38.01
705378	7/20/2023	1730	AFLAC	518312		AFLAC Insurance Premium July 2023	\$1,573.48
						705378 Total	\$1,573.48
705379	7/20/2023	840	CITY OF SAN BERNARDINO	92661-90878 Jun 2023	1230017	1516 Gould St	\$48.30
						705379 Total	\$48.30



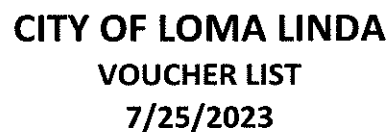
CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705380	7/20/2023	6048	DAN HARKER	FY 2023-2024		Uniform Allowance Per MOU FY 2023-2024	\$1,000.00
						705380 Total	\$1,000.00
705381	7/20/2023	5502	FRONTIER COMMUNICATIONS	9097998064 July		Phone costs 07/10-08/09/23	\$42.80
						705381 Total	\$42.80
705382	7/20/2023	2008	JEFFREY G. GILLETTE	FY 2023-2024		Uniform Allowance Per MOU FY 23-24	\$1,000.00
						705382 Total	\$1,000.00
705383	7/20/2023	7105	MARIA MURO	Tuition Reimb 2023		Tuition Reimbursement - Spring Semester	\$1,276.15
						705383 Total	\$1,276.15
705384	7/20/2023	7053	MARLIN BUSINESS BANK	20637438	1230121	Printer lease agreement June 2023	\$3,250.29
						705384 Total	\$3,250.29
705385	7/20/2023	2392	MICHAEL P. ATCHISON	FY 2023-2024		Uniform Allowance Per MOU FY 2023-2024	\$1,000.00
						705385 Total	\$1,000.00
705386	7/20/2023	3812	NATHANIEL BOUCHER	FY 2023-2024		Uniform Allowance Per MOU FY 2023-2024	\$923.08
						705386 Total	\$923.08
705387	7/20/2023	5340	P N P OFFICE FURNITURE	9289	1230760	Box/Box/File Installed Slate Grey	\$271.88
						705387 Total	\$271.88
705388	7/20/2023	7326	RAJESH KRISHNAMURTHY	993755638		Refund 11/17/2008 Internet deposit	\$59.90
						705388 Total	\$59.90

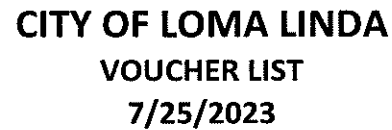


CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705389	7/20/2023	7083	SELF INSURED SERVICES COMPANY	12989		Life Insurance Premium July 2023	\$613.01
						705389 Total	\$613.01
705390	7/20/2023	1245	SO CALIF EDISON	700250837495 June		Electricity costs 06/12-07/12/23	\$9.81
				700529893260 June		Electricity costs 06/08-07/10/23	\$212.17
				700228421001 May		Electricity costs 05/11-06/30/23	\$1,418.66
				700491039205 June		Electricity costs 06/06-07/07/23	\$10,635.27
				700396836845 June		Electricity costs 06/06-07/07/23	\$20,796.64
				700063569396 June		Electricity costs 06/06-07/07/23	\$2,433.74
				700577818031 June		Electricity costs 06/06-07/07/23	\$28,566.29
				700303221438 June		Electricity costs 06/06-07/07/23	\$172.87
				700044797169 June		Electricity costs 06/06-07/07/23	\$83,201.96
				700023837085 June		Electricity costs 06/06-07/07/23	\$426.44
				700075862128 June		Electricity costs 06/05-07/07/23	\$500.71
				600000500568 June		Electricity costs 05/31-06/28/23	\$3,516.47
						705390 Total	\$151,891.03
705391	7/20/2023	2594	THOMAS INGALLS	FY 2023-2024		Uniform Allowance Per MOU FY 2023-2024	\$1,000.00
						705391 Total	\$1,000.00
705392	7/25/2023	4229	A & I REPROGRAPHICS	CN00040854	1240029	Printing Services for CIP 23-116	\$163.28
				CN00040896		Printing Services for CIP 23-667	\$180.22
						705392 Total	\$343.50
705393	7/25/2023	4554	ALTERNATIVE HOSE, INC.	6055342	1230135	Heater hose	\$31.87
						705393 Total	\$31.87



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705394	7/25/2023	7315	ATHLETIC FIELD SPECIALISTS, INC.	7256	1230762	Hydro-seeding procedure at Hulda Crooks Park	\$4,500.00
						705394 Total	\$4,500.00
705395	7/25/2023	7264	BEST DRILLING AND PUMP INC.	4245	1230533	Contract for Mt View Well # Rehabilitation	\$40,223.00
						705395 Total	\$40,223.00
705396	7/25/2023	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	0020150061823	1240140	Cable service for station 251 6/18-7/17/23	\$123.85
				0030597071023	1240178	Cable service for city hall 7/10-8/9/2023	\$48.62
						705396 Total	\$172.47
705397	7/25/2023	4397	CHEMPAK	121719	1240037	Toilet tissue	\$183.79
				121739		Trash can, Towels, & Toilet paper	\$1,015.56
						705397 Total	\$1,199.35
705398	7/25/2023	25	CINTAS CORPORATION NO 2	5166300907	1240042	First aid supplies 7/11/23	\$467.26
						705398 Total	\$467.26
705399	7/25/2023	7027	COLANTUONO, HIGHSMITH & WHATLEY, PC	55410	1230021	HR Legal fees for services through March 31, 2023	\$185.50
				56627		HR Legal fees for June 2023	\$124.00
						705399 Total	\$309.50
705400	7/25/2023	5762	CORE & MAIN LP	5506680	1240081	Weather caps for barrel locks & barrel lock	\$653.00
				T159391		Risers. Coupling, Bolt & Nut, Gasket, & Bolt	\$1,058.89
						705400 Total	\$1,711.89
705401	7/25/2023	236	COSTCO WHOLESALE	01240076	1240076	Kitchen /office suppliers for PW	\$309.25
						705401 Total	\$309.25



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705402	7/25/2023	1279	DAILY JOURNAL CORPORATION	83718274	1240085	Legal advertisement Notice inviting Bid CIP 23-116	\$303.60
						705402 Total	\$303.60
705403	7/25/2023	1279	DAILY JOURNAL CORPORATION	83716251	1240085	Legal Ad for Ordinance 776	\$200.10
				83716249		Legal advertisement: Weed Abatement lien	\$110.40
						705403 Total	\$310.50
705404	7/25/2023	297	DUKE'S ROOT CONTROL, INC.	10757	1230696	Sewer pipe root control	\$6,846.87
						705404 Total	\$6,846.87
705405	7/25/2023	2179	ENGINEERING RESOURCES OF	59246	1230692	Contract for Inspections & Project Mgt CIP20-656	\$15,495.00
						705405 Total	\$15,495.00
705406	7/25/2023	1521	FACILITIES PROTECTION SYSTEMS	80391	1240124	UL Monitoring for Civic Center	\$670.00
				80393	1240129	UL Monitoring for PW Corporation Yard	\$670.00
				80392	1240125	UL Monitoring for Senior Center	\$670.00
				80387	1240133	UL Monitoring Cole House, 25964 Mission Rd.	\$670.00
				80396	1240130	PM Agreement UL Monitoring at Library	\$670.00
						705406 Total	\$3,350.00
705407	7/25/2023	331	FAIRVIEW FORD SALES, INC.	C10093	1240163	City Manager's vehicle repair	\$1,382.28
				009986	1230036	Credit for front end parts	-\$202.41
				010725	1240005	Hub & bearing for vehicle	\$257.44
						705407 Total	\$1,437.31



CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705408	7/25/2023	5256	FLYERS ENERGY, LLC	23-859477	1230041	Diesel fuel delivery for PW 6/28/23	\$573.29
				23-859478		Fuel delivery 6/28/2023	\$1,099.81
				23-864339	1240008	Fuel delivery for PW 7/5/23	\$2,135.19
				23-871152		Diesel delivery for PW 7/13/23	\$914.52
						705408 Total	\$4,722.81
705409	7/25/2023	5907	FUTURITY IT, INC.	1240	1240137	Orion Software License FY 2024	\$2,500.00
						705409 Total	\$2,500.00
705410	7/25/2023	4460	GREG JOHNSON	8415	1230885	Command Code 3 fire package for Chief vehicle	\$13,432.87
						705410 Total	\$13,432.87
705411	7/25/2023	402	HACH COMPANY	13642194	1240156	Chlorine free agent	\$1,139.84
						705411 Total	\$1,139.84
705412	7/25/2023	7354	HIGHPOINTE CANYON RANCH LLC	TTM-P21-075-REIMB		CYNRNCH CEQA TTMP21-075 PrjCld DevDep Rfd Bal Ref	\$8,255.73
						705412 Total	\$8,255.73
705413	7/25/2023	5458	HIRSCH PIPE & SUPPLY	8992408	1240000	Couplings, Adapter, Cloth, Mesh, Paste, & Brush	\$174.28
						705413 Total	\$174.28
705414	7/25/2023	7240	HPS WEST, INC	0001977-IN	1230881	4 inch Ultra Sonic Meter	\$2,753.14
						705414 Total	\$2,753.14
705415	7/25/2023	2472	INTERNATIONAL CODE COUNCIL	Q15.000012773	1240153	Governmental member fee for Fire Marshal	\$160.00
						705415 Total	\$160.00
705416	7/25/2023	4820	IWORQ SYSTEM	200786	1240158	Iworq Mgmt & Support Software Program	\$8,000.00
						705416 Total	\$8,000.00



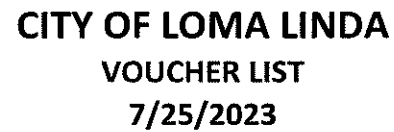
CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705417	7/25/2023	2023	JOSEPH E BONADIMAN & ASSOCIATE	4689 U	1220534	Land Survey - Monument Preservation CIP 19-193	\$65.00
705417 Total							\$65.00
705418	7/25/2023	2986	KATHY CAMPS	22765	1240107	Drowning prevention decals	\$137.03
705418 Total							\$137.03
705419	7/25/2023	6071	KELLERMEYER BERGENSONS SERVICE	INVS020712	1240166	Janitorial Svcs for City bldgs & Cole House July	\$7,350.37
705419 Total							\$7,350.37
705420	7/25/2023	7224	KELLY SERVICES, INC	2600709023	1230363	Temp Svcs to Scan Docs - Svcs thru 07- 02-23	\$1,216.00
705420 Total							\$1,216.00
705421	7/25/2023	7312	LA ROCQUE BETTER ROOFS, INC.	10897	1230750	Contract to replace roof on Hinckley House	\$84,110.00
705421 Total							\$84,110.00
705422	7/25/2023	4817	LEXIPOL, LLC	INVLEX17865	1240135	Standard Operation Procedures (SOP) Manual Softwar	\$2,176.54
705422 Total							\$2,176.54
705423	7/25/2023	1733	LOWE'S COMPANIES, INC.	25639	1240038	Water & paint supplies for hydrants	\$140.18
				25707		Insect killer & water	\$26.20
				27200 7-5-23		Screws & curtain rod	\$16.13
				27228		Broom/pan, Trash bags/Can, Light switch, & Locks	\$52.91
				27342 7/6/23		Parts for sample station	\$86.98
				25660		2x4 Lumber, Screws, & Plywood	\$80.78
				64958		Screws, Nuts, & Washes	\$15.07
				27623 07-11-23		Crack filler & brush	\$88.88



CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				25277 7-12-23		Light bulb and Cleaning supplies	\$145.22
				25245		Wasp and Hornet killer	\$21.63
				25341		Pallets of concrete	\$281.65
				27331 07-06-2023		Paint rollers & tools	\$67.90
				27657		PVC Cross tee	\$18.18
						705423 Total	\$1,041.71
705424	7/25/2023	2875	LYNN MERRILL & ASSOCIATES, INC.	FY22-23-3	1230335	Consulting fees for NPDES & SB1383	\$2,842.11
						705424 Total	\$2,842.11
705425	7/25/2023	2876	MOORE, IACOFANO, GOLTSMAN, INC.	0081856	1230420	Planning services for housing element update	\$2,746.25
						705425 Total	\$2,746.25
705426	7/25/2023	1612	MUNICIPAL MAINTENANCE EQT, INC.	010360		Tube defector gasket	\$58.64
						705426 Total	\$58.64
705427	7/25/2023	667	MUNIMETRIX SYSTEMS CORP	2307-1129	1230061	Maint & upgrades to Clerks Index Prog June 2023	\$39.99
						705427 Total	\$39.99
705428	7/25/2023	1935	NARCISCO VALDOVINOS	001101	1230229	Landscape Maint. LMD Area for June 2023	\$13,488.10
				001104	1230230	Misc Landscape repairs in LMD area for June 2023	\$5,331.37
				001102	1230231	Landscape Maint Contract - Barton Rd Median June	\$3,986.49
				001100	1230232	Landscape Maint Contract - S Barton Pkwy June 2023	\$618.36
				001103	1230239	Landscape Contract-Mission, Heritage Pk Med June	\$926.22
				001105	1230233	Misc Landscape/Irrig Repair Barton Rd June 2023	\$1,059.62

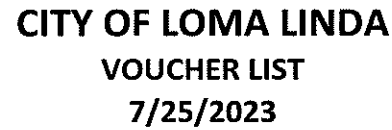


VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
						705428 Total	\$25,410.16
705429	7/25/2023	6059	NICHOLAS MARZULLO	12124	1230179	Fabricate 2 toilet paper dispensers	\$340.00
						705429 Total	\$340.00
705430	7/25/2023	7193	O'REILLY AUTO ENTERPRISES, LLC	6160-158575	1240049	Auto Parts for Utility 251	\$132.42
				6160-157745	1230314	Credit for tie rod	-\$53.89
				6160-157749		Heater hose	\$5.76
				6160-159681	1240049	Oil filter & motor oil	\$50.18
				6160-159582		Battery	\$146.60
						705430 Total	\$281.07
705431	7/25/2023	7088	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,	79622967	1230064	Recert for C. Webster & R. Munoz	\$86.00
						705431 Total	\$86.00
705432	7/25/2023	2431	OFFICETEAM	62239140	1230656	Finance counter temp 06/26-06/29/23	\$1,368.80
						705432 Total	\$1,368.80
705433	7/25/2023	7282	ORKIN SERVICES OF CALIFORNIA, INC.	245109055	1240181	Pest control services for 10466 Richardson July	\$57.99
				245109646	1240187	Pest control services for 25964 Mission July	\$147.99
				245108473	1240186	Pest control services Civic Center & Library July	\$146.99
						705433 Total	\$352.97
705434	7/25/2023	7184	PAUL MCLAUGHLIN	000767	1230781	Library - Replace lighting fixture in elevator	\$490.00
						705434 Total	\$490.00



CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705435	7/25/2023	5772	QUINN COMPANY	PRA00044030 PCA00371112 PCA00372343	1230072 1240054	Credit for gaskets Pumps, Gaskets, Bolts, Seals, & Elements Coolant 705435 Total	-\$43.54 \$684.07 \$222.50 \$863.03
705436	7/25/2023	7278	RECOVERY FOR ATHLETES, LLC.	RFA31967	1230579	Infrared Diamond 5 Traditional Sauna 705436 Total	\$9,399.00 \$9,399.00
705437	7/25/2023	2703	REDLANDS PRINT SHOP	63383	1230890	Business cards for Boucher, Baker, & Nielsen 705437 Total	\$252.84 \$252.84
705438	7/25/2023	7306	ROADPOST USA INC	RU3138922023.	1230725	Iridium Satellite Svce & Hardware 5/25/23-4/24/24 705438 Total	\$6,489.00 \$6,489.00
705439	7/25/2023	857	S.B. CO OFC AUDITOR/CONTR	MAY 2023 JUNE 2023 FEB 2023 MAR 2023 APR 2023 SEPT 2022 OCT 2022 NOV 2022 DEC 2022 JAN 2023		May 2023 81 cites @ \$11.00 each June 2023 51 cites @ \$11.00 each Feb 2023 33 cites @ \$11.00 each Mar 2023 79 cites @ \$11.00 each Apr 2023 95 cites @ \$11.00 each Sept 2022 19 cites @ \$11.00 each Oct 2022 22 cites @ \$11.00 each Nov 2022 37 cites @ \$11.00 each Dec 2022 41 cites @ \$11.00 each Jan 2023 55 cites @ \$11.00 each 705439 Total	\$891.00 \$561.00 \$363.00 \$869.00 \$1,045.00 \$209.00 \$242.00 \$407.00 \$451.00 \$605.00 \$5,643.00
705440	7/25/2023	3698	SCOTT ZEHR	07172023	1240168	City Hall Fountain Maintenance Svc July 2023 705440 Total	\$145.00 \$145.00



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705441	7/25/2023	894	SIERRA PACIFIC ELECTRICAL CONTRACTING, INC.	29811	1230827	Replacement of two light poles due to knockdowns	\$9,929.00
						705441 Total	\$9,929.00
705442	7/25/2023	6137	SILVERSTRAND TECHNOLOGIES, INC.	14855	1230399	Water Treatment Plant Security System, Quote #3311	\$18,127.22
						705442 Total	\$18,127.22
705443	7/25/2023	451	SITEONE LANDSCAPE SUPPLY, LLC	132230343-001 132242002-001 132291889-001 132345555-001	1240063	Primer, PVC couplings & Sockets PVC Expansion & coupling Hand tools & Pesticide Primer, PVC cement, & Socket	\$175.81 \$32.38 \$633.15 \$89.93
						705443 Total	\$931.27
705444	7/25/2023	865	SN BERNARDINO CO SHERIFF DEPT	23415	1240147	Sheriff Services-July 2023	\$574,288.00
						705444 Total	\$574,288.00
705445	7/25/2023	1245	SO CALIF EDISON	700165738789		Electricity costs 06/06-07/07/23	\$821.27
						705445 Total	\$821.27
705446	7/25/2023	1131	SOUTH COAST A.Q.M.D.	4193115	1240138	FLAT FEE FOR LAST FISCAL YEAR EMISSIONS FY23-24	\$160.35
				4189776	1240139	AQMD Emission fees for station 252	\$504.91
						705446 Total	\$665.26
705447	7/25/2023	5849	ST FRANCIS ELECTRIC, LLC	22035330	1230281	Annual Traffic Signal Maint. Contract 2022-23	\$1,508.00
				22035332	1230283	Misc Traffic Signal Repairs for Barton June 2023	\$1,132.50
				22035333		Misc Traffic Signal Repairs for Anderson June 2023	\$13,482.72
						705447 Total	\$16,123.22



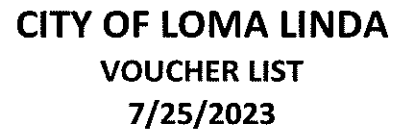
CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705448	7/25/2023	2751	SUNDOWN WINDOW TINTING	C78118	1230808	Window tint for two offices in Finance Dept	\$995.00
						705448 Total	\$995.00
705449	7/25/2023	4015	SUPERCO SPECIALTY PRODUCTS	PS1509396	1240188	Graffiti removal products & sprayer	\$1,673.76
						705449 Total	\$1,673.76
705450	7/25/2023	5364	TECHSTRATA	1001-25-384	1240134	Techstrata-Care 1-year renewal	\$23,764.78
						705450 Total	\$23,764.78
705451	7/25/2023	7124	TETRA TECH INC.	52092859	1230522	Contract for Project Mgt/Inspections CIP-22-665	\$6,097.76
						705451 Total	\$6,097.76
705452	7/25/2023	7199	THE LLOYD PEST CONTROL CO, INC.	8123662	1230266	Gopher control services for Civic Center 6/15/23	\$150.00
				8110200		Gopher control services for Civic Center 6/1/23	\$150.00
				8110199	1230264	Gopher services for BB Fields 6/1/23	\$150.00
				8110198		Gopher services for Hulda Crooks Pk 6/1/23	\$150.00
				8117096		Gopher services for Bailey Pk 6/8/23	\$100.00
				8117099		Gopher services for Bryn Mawr Veteran Pk 6/8/23	\$100.00
				8117098		Gopher services for Elmer Digneo Pk 6/8/23	\$100.00
				8123660		Gopher services for Hulda Crooks Pk 6/15/23	\$150.00
				8123661		Gopher services for BB Fields 6/15/23	\$150.00



CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				8131761		Gopher services for Elmer Digneo Pk 6/22/23	\$100.00
				8131760		Gopher services for Bailey Pk 6/22/23	\$100.00
				8131762		Gopher services for Bryn Mawr Pk 6/22/23	\$100.00
						705452 Total	\$1,500.00
705453	7/25/2023	1804	THE SUN	900370663 07-2023	1240162	26 Week subscription Acct#900370663	\$439.19
						705453 Total	\$439.19
705454	7/25/2023	2594	THOMAS INGALLS	Reimbursement 032123		Tuition reimbursement	\$2,114.95
						705454 Total	\$2,114.95
705455	7/25/2023	3890	TOTAL COMPENSATION SYSTEM, INC.	11991	1240200	GASB 75 Full Valuation	\$2,250.00
						705455 Total	\$2,250.00
705456	7/25/2023	1854	UNDERGROUND SERVICE ALERT OF	620230148 22-2304476	1230094	New ticket charges for June CA State fees for regulatory costs June	\$62.50 \$35.90
						705456 Total	\$98.40
705457	7/25/2023	4030	US TRONICS	M-12267JN23	1230168	Satellite phone service June 2023	\$209.85
						705457 Total	\$209.85
705458	7/25/2023	1977	VULCAN MATERIALS	73707675	1240082	Asphalt 7/14/23	\$145.73
						705458 Total	\$145.73
705459	7/25/2023	5500	WEST COAST ARBORISTS, INC.	201831	1230138	Tree and stump removal at 24924 Tulip	\$1,303.75
				201881	1230817	Prune trees at Civic Center	\$8,769.00
						705459 Total	\$10,072.75



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705460	7/25/2023	1622	WILLDAN FINANCIAL SERVICES	010-55073	1240114	Engineering Services for LMD Assessment	\$2,544.59
				010-55074	1240115	Administrative Srvs for Streetlight Maint. Distric	\$2,333.74
						705460 Total	\$4,878.33
705461	7/25/2023	3359	ZERO WASTE USA, INC.	557147	1240151	Hulda Crooks dog dispenser	\$1,203.08
						705461 Total	\$1,203.08
						Grand Total	\$1,199,549.83



CITY OF LOMA LINDA
VOUCHER LIST
7/25/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
530439	7/6/2023	454	MissionSquare	2023070600530439		457 Contributions-06/18-07/01/2023	\$26,808.25
68237	7/3/2023	832	California JPIA	2023063000068237		JPIA Insurance Annual Contract FY 2023-2024	\$856,130.00
Total Wires:							\$882,938.25
Total Checks (Total from previous page):							\$1,199,549.83
Grand Total =							<u>\$2,082,488.08</u>

PAYROLL: 07/20/2023 \$390,004.92

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 705367 through 705461 and wire nos. 530439, 68237 for a total disbursement of \$2,082,488.08 and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

Sonia Fabela, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on August 8, 2023 and the City Treasurer is hereby directed to pay except as noted.

Phillip Dupper, Mayor



CITY OF LOMA LINDA
VOUCHER LIST
8/8/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705462	7/25/2023	4071	CALIFORNIA BUILDING STANDARDS	bldgstand_2ndqt 2023		Building standards 2nd Qtr 2023	\$217.80
						705462 Total	\$217.80
705463	7/25/2023	270	DEPT OF CONSERVATION	2nd qt 2023 Seismic		2nd Qtr 2023 Seismic Hazard Mapping Fee	\$446.84
						705463 Total	\$446.84
705464	7/25/2023	4935	DIVISION OF THE STATE ARCHITEC	Jan-March 2023		Disability Access & Education Fee Jan-March 2023	\$118.30
				April-June 2023		Disability Access & Education Fee April-June 2023	\$58.80
						705464 Total	\$177.10
705465	7/25/2023	876	SAN BERNARDINO MUNICIPAL WATER	MAY 2023		SB Sewer payments collected May 2023	\$297,640.13
				JUNE 2023		SB Sewer payments collected June 2023	\$203,344.40
						705465 Total	\$500,984.53
705466	7/25/2023	7083	SELF INSURED SERVICES COMPANY	12989 Life&Disab		Life&Disability Premium July 2023	\$3,754.30
						705466 Total	\$3,754.30
705467	7/26/2023	5284	CITY EMPLOYEES ASSOCIATES	July 2023 PAEA		Dues for PAEA July 2023	\$209.00
				July 2023 PW		Dues for July 2023 PW	\$399.00
						705467 Total	\$608.00
705468	7/26/2023	5673	CR&R	MAY 2023		Refuse payments collected May 2023	\$132,370.03
				JUNE 2023		Refuse payments collected June 2023	\$143,589.21
						705468 Total	\$275,959.24



CITY OF LOMA LINDA

VOUCHER LIST

8/8/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705469	7/26/2023	570	LOMA LINDA FIREFIGHTERS ASSN	July 2023		LL Firefighters Assoc Dues July 2023	\$1,118.00
705469 Total							\$1,118.00
705470	7/26/2023	3881	SB CO PROFESSIONAL FIREFIGHTER	July 2023		Dues collected for July 2023	\$3,513.30
705470 Total							\$3,513.30
705471	7/26/2023	1245	SO CALIF EDISON	700228318038 June		Electricity costs 06/12-07/12/23	\$842.16
705471 Total							\$842.16
705472	7/26/2023	3628	U.S. BANK CORPORATE PYMNT SYS	Howard 062223		Cal Card purchaes	-\$29.79
				062223LArreola		LOCC Registration; Condolence	\$2,907.89
				06222023 JCardoza		Flowers; TTC Class	
						Installation of door glass for F-150	\$228.00
				06222023 EAguilar		Treatment Exam Prep Course E.	\$450.00
						Aguilar (FY 2024)	
				06222023 JLoeffert		Sr Ctr Grand Re-opening, Water Exam	\$1,911.48
						Classes	
				06222023 DHarker		CFED Conference Hotel/Per Diem	\$933.44
						Harker	
				06222023 NBoucher		Food for Captain Exams Proctors &	\$3,030.46
						PPE	
				0622023NALvizar		Lunch for BC testing proctors &	\$123.36
						uniform items	
				06222023MBuelna		ME252 iPad power charger	\$20.47
				06222023GGarza		Dog spray with belt clip	\$172.29
				06222023TIngalls		Unlimited car wash monthly	\$34.99
						membership for FM veh	
				06222023TBruner		iPad screen protector, Collar brass	\$53.92
						bulge pin	
				06222023MAtchison		Lunch for Captains Exam proctors	\$202.42



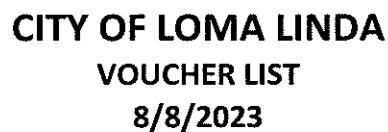
CITY OF LOMA LINDA
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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				06222023BCorreia		Uniform items for Pkng Officer & bi-monthly carwas	\$464.27
				06222023JGillette		Av hookups for EOC captain & BC test, Exerciseball	\$110.39
				06222023KMacgavin		Various IT small tool and misc items	\$727.08
				06222023MCross		Station 252 household supplies	\$748.29
						705472 Total	\$12,088.96
705473	8/2/2023	840	CITY OF SAN BERNARDINO	133-132 June 2023	1230892	1415 Richardson St 6/02/23 - 7/05/23 Water	\$4,522.22
						705473 Total	\$4,522.22
705474	8/2/2023	7083	SELF INSURED SERVICES COMPANY	B09PBJ		Delta Dental DPO Ins. Premium Aug 2023	\$4,343.20
						705474 Total	\$4,343.20
705475	8/2/2023	1245	SO CALIF EDISON	700228347138 June		Electricity costs 06/12/23-07/12/23	\$1,642.56
						705475 Total	\$1,642.56
705476	8/2/2023	1261	THE GAS COMPANY	19406867366 Jun.2023		Gas cost Sta 252 6/9-7/11/2023	\$15.88
						705476 Total	\$15.88
705477	8/2/2023	3294	US POSTAL SERVICE	August 2023		Postage for MTR#47718562	\$1,000.00
						705477 Total	\$1,000.00
705479	8/2/2023	1154	VISION SERVICE PLAN - CA	12121787-0002		Vision Base Plan Aug 2023	\$95.10
				12121787-0001		Vision Ins. Premium Aug 2023	\$845.56
						705479 Total	\$940.66
705480	8/3/2023	5758	ALETHEA, INC.	LL062023.	1230307	Onsite remote desk support specialist Jun 2023	\$15,455.00
						705480 Total	\$15,455.00

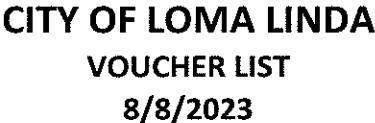


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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705481	8/3/2023	4197	C.A.P.F.	August 2023		Long Term Disability August 2023	\$796.50
						705481 Total	\$796.50
705482	8/3/2023	4918	COMCATE SOFTWARE, INC.	8130	1240202	Code and Animal Control database manager FY 23/24	\$4,271.37
						705482 Total	\$4,271.37
705483	8/8/2023	2394	2 HOT ACTIVEWEAR & UNIFORMS	6130	1240018	Uniforms items for new BC N. Boucher	\$200.10
				6135	1240231	Uniform items for new hire (Matthew Shields)	\$1,793.10
				6096	1240203	Uniform items for new hire (Nate Allen)	\$1,930.21
				6141	1240018	Chambers 1 1/2 smth 38 belt for new hire N. Allen	\$26.10
				6183		Uniform items for Fire Inspector M. Dingman	\$539.38
						705483 Total	\$4,488.89
705484	8/8/2023	5827	ADAM HALL'S PLANT NURSERY	013545	1240020	Myrtle and Bottle Brush Trees	\$1,413.68
						705484 Total	\$1,413.68
705485	8/8/2023	29	AGUA MANSA PROPERTIES, INC.	44128	1240022	Concrete recycling 7/25/23	\$300.00
						705485 Total	\$300.00
705486	8/8/2023	2653	ALLIANT INSURANCE SVCS, INC.	2349779	1240233	23-24 ACP Crime Renewal	\$1,363.00
						705486 Total	\$1,363.00
705487	8/8/2023	1984	ALLSTAR FIRE EQUIP. CO., INC.	248872	1240023	Small tools Phenix Tech and hardware	\$144.92
						705487 Total	\$144.92



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705488	8/8/2023	3833	ATKINSON, ANDESLON, LOYA, RUUD, & ROMO	686155	1230007	HR Legal fees for June 2023	\$2,559.38
						705488 Total	\$2,559.38
705489	8/8/2023	7359	BRIGHT PLANET SOLAR, INC	B22-000-441		bldg prmt partial reimb B22-000-441	\$224.25
				B22-000-479		app canceled	\$224.25
						bldg prmt Reimb B22-000-479 app canceled	\$224.25
						705489 Total	\$448.50
705490	8/8/2023	110	BURTRONICS BUSINESS SYSTEM	AR105425 Overage	1230015	Printing overage 4/13-7/12/2023	\$804.07
						705490 Total	\$804.07
705491	8/8/2023	6200	CA ASSOC OF PUBLIC INFORMATION	18488	1240224	CAPIO Annual membership for Fire Marshal	\$275.00
						705491 Total	\$275.00
705492	8/8/2023	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	0020150071823	1240140	Cable service for station 251 7/18-8/18/2023	\$123.85
						705492 Total	\$123.85
705493	8/8/2023	4397	CHEMPAK	121824	1240037	Broom, Handle, & Water wand	\$34.53
						705493 Total	\$34.53
705494	8/8/2023	203	CLINICAL LABORATORY OF	2301008-LOM01	1230020	Test water at Well sites for 6/5/23-6/28/23	\$6,275.50
						705494 Total	\$6,275.50



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705495	8/8/2023	7358	CLOUD DRIVEN SOLUTIONS, INC.	1030	1240206	Agenda Management Software System	\$9,149.00
						705495 Total	\$9,149.00
705496	8/8/2023	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1044222 6903-1044223	1240071	4 Lamps for Civic Center MH Lamp (light bulbs)	\$76.26 \$76.26
						705496 Total	\$152.52
705497	8/8/2023	5709	COUNTY TREASURER	1800001238	1240155	LAFCO FY 2023-2024 Apportionment	\$5,505.00
						705497 Total	\$5,505.00
705498	8/8/2023	1279	DAILY JOURNAL CORPORATION	B3720982	1240085	Legal advertisement for CIP 23-667	\$319.70
						705498 Total	\$319.70
705499	8/8/2023	1279	DAILY JOURNAL CORPORATION	B3720317	1240085	DCA23-139 Notice of Public Hearing	\$296.70
				B3720324		DCA23-155 Notice of Public Hearing	\$271.40
						705499 Total	\$568.10
705500	8/8/2023	7290	DANNY ELLIS	0001265780 0001265814 0001265898	1240089	New lock for ballfield restroom Short shackle Padlock for flood control channel	\$105.49 \$144.33 \$102.27
						705500 Total	\$352.09
705501	8/8/2023	7177	DYNASCALC, INC.	07152072	1240249	FortiGate Security Appliance	\$14,759.21
						705501 Total	\$14,759.21
705502	8/8/2023	325	EWING IRRIGATION PRODUCTS	20076154 20021449	1240003	Pesticides Repair kit	\$784.66 \$178.70
						705502 Total	\$963.36



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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705503	8/8/2023	1521	FACILITIES PROTECTION SYSTEMS	287967	1230723	Hinckley House Fire Protection System (CIP 20-747)	\$3,797.68
705503 Total							\$3,797.68
705504	8/8/2023	331	FAIRVIEW FORD SALES, INC.	C10314	1240215	Repair bluetooth issue in City Mgr's vehicle	\$1,020.09
705504 Total							\$1,020.09
705505	8/8/2023	3197	FIRE APPARATUS SOLUTIONS	25363 26161	1230039	Magnetic Mic Clips Blue Sea 7841 Sure Eject Plug	\$271.53 \$82.48
705505 Total							\$354.01
705506	8/8/2023	7273	FLOCK GROUP INC	INV-19420	1240239	License Plate Reader repair	\$350.00
705506 Total							\$350.00
705507	8/8/2023	5256	FLYERS ENERGY, LLC	23-878169 23-881933 23-882280 23-881934	1240008	Fuel delivery 7/19/23 Diesel fuel for PW dept 7/26/23 Fuel delivery for PW 7/27/23 Fuel delivery 7/26/2023	\$2,436.11 \$1,201.84 \$3,069.46 \$1,299.48
705507 Total							\$8,006.89
705508	8/8/2023	6185	GARY A. MAKAPUGAY	711	1240170	Helmet liners	\$931.71
705508 Total							\$931.71
705509	8/8/2023	2484	HAAKER EQUIPMENT CO	W1A478	1240205	Vactor truck repair	\$2,594.96
705509 Total							\$2,594.96
705510	8/8/2023	402	HACH COMPANY	13665263	1240142	Sewer Flow Meter Monitoring Srv Contract July 2023	\$1,170.00
705510 Total							\$1,170.00
705511	8/8/2023	5458	HIRSCH PIPE & SUPPLY	9020299	1240000	Flush valve repair kit & inside covers	\$136.76



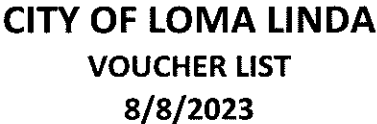
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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705511 Total							\$136.76
705512	8/8/2023	7240	HPS WEST, INC	0002072-IN	1240164	Backup Allegro Mobile System	\$12,445.13
705512 Total							\$12,445.13
705513	8/8/2023	486	IAFC MEMBERSHIP	000258810	1240230	International Assoc. of Fire Chiefs annual members	\$285.00
705513 Total							\$285.00
705514	8/8/2023	3400	INFOSEND, INC.	242302	1230300	FY 2022-2023 Utility bill printing and mailing	\$1,689.36
705514 Total							\$1,689.36
705515	8/8/2023	7361	L O LYNCH QUALITY WELLS & PUMPS, INC	07272023		Refund hydrant meter deposit	\$600.00
705515 Total							\$600.00
705516	8/8/2023	557	LIFE ASSIST, INC.	1345406	1240021	Emergency Medical Supplies	\$1,222.81
705516 Total							\$1,222.81
705517	8/8/2023	1933	LILBURN CORPORATION	23-0728	1230689	Compliance Mitigation 1.6 MG Reservoir CIP 20-656	\$10,839.37
705517 Total							\$10,839.37
705518	8/8/2023	2045	LOMA LINDA HEATING & AIR CONDITIONING, INC.	10489562 10478660 10473958	1240032 1240191	Repairing circuits in the library Repair work for the data room Clean coils and repair two A/C units @ the Library	\$1,200.00 \$652.50 \$910.00



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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				10492104	1240211	Annual HVAC Maintenance Svc Fire Station 1	\$655.20
				10535117	1240217	HVAC Maint for Corp yard Q1	\$477.17
				10534248	1240218	HVAC Maint at Bryn Mawr Q1	\$76.03
				10535132		HVAC Maint at 11097 Mesquite	\$76.03
				10535147		HVAC Maint at 26057 Lawrence Q1	\$76.03
				10488939	1240211	Annual HVAC Svc Fire Station 2	\$75.31
				10470745	1240032	Labor for AC unit in Gym/Fitness room	\$702.00
						705518 Total	\$4,900.27
705519	8/8/2023	1733	LOWE'S COMPANIES, INC.	25137	1240038	Drywall squares & nails	\$114.68
				25368		Steel bar, Mattock, Trenching spade, & Chisel bit	\$131.63
				25367		PVC Coupling	\$17.94
				13666		Liquid ant killer & Wrenches	\$60.31
				82265		iPhone power cable & Wall charger	\$41.60
				25727		Whitewood board & Scotch tape	\$20.06
				27305 07-24-23		Drill bit set	\$56.81
				25173		Concrete	\$123.84
				25489		Drywall mud for west office proj	\$14.82
				27199 7-21-23		Polyurethane air hose	\$27.45
						705519 Total	\$609.14



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705520	8/8/2023	5992	RALPH MUNOZ	RK00268953		Uniform shirt reimbursement R. Munoz	\$61.27
						705520 Total	\$61.27
705521	8/8/2023	1935	NARCISCO VALDOVINOS	001108	1240243	Landscape Maintenance in the LMD Area July	\$15,106.67
				001107	1240244	Landscape Maint Contract - Barton Rd Median July	\$4,464.87
				001109	1240245	Landscape Contract-Mission, Heritage Pk Medi July	\$1,037.37
				001110	1240246	Landscape Maint Contract - So Barton Pkwy July	\$692.56
				001111	1240248	Misc Landscape repairs in LMD area July 2023	\$1,088.72
				001112		Misc Landscape repairs in LMD area July	\$6,472.41
						705521 Total	\$28,862.60
705522	8/8/2023	7193	O'REILLY AUTO ENTERPRISES, LLC	6160-162168	1240049	Oil filters	\$17.10
				6160-159843		Oil pressure sender	\$64.64
				6160-162169		Drying towel & Hose nozzle for Wash rack	\$44.15
				6160-162046		License plate hardware	\$78.59
						705522 Total	\$204.48
705523	8/8/2023	7176	ODP BUSINESS SOLUTIONS, LLC	321721964001	1240048	Sheet protectors	\$5.87
				321721965001		Monthly calendar	\$20.68
				321717607001		Printer ink	\$122.81
						705523 Total	\$149.36



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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705524	8/8/2023	7282	ORKIN SERVICES OF CALIFORNIA, INC.	245110806	1240204	Pest control Svc Station 251 7/20/2023	\$149.00
705524 Total							\$149.00
705525	8/8/2023	4094	PAUL LEMAY	2812	1240241	Community Room Water Leak Repair 7/1/23	\$2,000.00
705525 Total							\$2,000.00
705526	8/8/2023	7184	PAUL MCLAUGHLIN	000778	1240223	Electrical repair to emergency panel at STA 251	\$690.00
705526 Total							\$690.00
705527	8/8/2023	7287	PAYMENTUS CORPORATION	INV-15-136701	1230623	2022-2023 IVR Payment processing June 2023	\$509.54
705527 Total							\$509.54
705528	8/8/2023	1592	PHOENIX GROUP INFORMATION SYST	0620231143	1230293	Administrative citation collection 06/2023	\$101.89
				062023903	1230294	Parking Permit Management 6/2023	\$984.46
				062023143	1230295	Delinquent parking ticket recovery prgm 6/2023	\$533.00
705528 Total							\$1,619.35
705529	8/8/2023	266	ROBBINS & HOLDAWAY	00-1006-44937	1230079	Legal Services-LL General City Matters June 2023	\$192.50
				00-1006-01-44938		Legal Srvs-City Council Mtg/Gen Matters June 2023	\$1,015.00
				00-1006-02-44939		Legal Services - Com Dev June 2023	\$612.50
				00-1006-03-44940		Legal Services - Personnel June 2023	\$52.50



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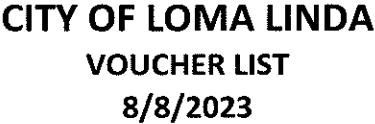
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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				00-1006-04-44941		Legal Services - Public Safety June 2023	\$122.50
				00-1006-11-44943		Legal Services-Claims-June 2023	\$1,855.00
				00-1006-12-44944		Legal Services-Misc June 2023	\$1,015.00
				00-7200-44946		Legal Srvs-Special Counsel Srvs June 2023	\$1,980.00
						705529 Total	\$6,845.00
705530	8/8/2023	6083	SAGEMONT-RICHARDSON, LLC	2023 Q2-		Transient Occupancy Tax-Hotel incentive Program Q2	\$20,982.30
						705530 Total	\$20,982.30
705531	8/8/2023	3888	SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT	264	1240236	Groundwater Sustainability FY 23/24	\$46,146.00
						705531 Total	\$46,146.00
705532	8/8/2023	7350	SH-RICHARDSON II, LLC	2023 Q2		2nd QTR 2023 TOT Hotel Incentive Program	\$26,090.82
						705532 Total	\$26,090.82
705533	8/8/2023	6137	SILVERSTRAND TECHNOLOGIES, INC.	14975	1220766	Install security cameras MDF/Citrus Trails Park	\$3,364.92
				155549	1230270	Security system for City's Corp Yard	\$22,158.98
						705533 Total	\$25,523.90
705534	8/8/2023	451	SITEONE LANDSCAPE SUPPLY, LLC	132329615-001	1240063	PVC Elbow for Barton Rd frontage proj	\$7.17
				132315098-001		PVC Coupling, Elbow, Tees, & Caps	\$168.58
				132513541-001		Reaching tool & PVC Cement	\$162.30
				132566561-001		Bollard project Barton Road	\$264.46
				132733983-001		Rainbird spray, Nozzle, Elbow, & Cut off	\$147.18



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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				132536101-001		Irrigation fittings	\$30.74
				132834079-001		Rain bird adapters & Coupling	\$55.09
				132973371-001		Tree stakes, Sprinkler/Irrigation parts	\$892.97
						705534 Total	\$1,728.49
705535	8/8/2023	865	SN BERNARDINO CO SHERIFF DEPT	23472	1240148	CAL-ID Assessment FY 2023-2024	\$29,911.82
						705535 Total	\$29,911.82
705536	8/8/2023	1356	STAPLES BUSINESS ADVANTAGE	3542667839	1240064	Office Supplies	\$230.75
				3542262208		Copy paper inventory	\$185.34
				3542667840		Staples for supply room	\$5.32
				3543124285		Envelopes & Chair mat	\$39.74
						705536 Total	\$461.15
705537	8/8/2023	5561	STATEWIDE TRAFFIC SAFETY & SIGNS	13010979	1240065	Safety Cones	\$437.18
				13010996		Parking signs	\$592.69
						705537 Total	\$1,029.87
705538	8/8/2023	6003	VEOLIA WTS SERVICES USA, INC.	902225439	1240189	Deionized water tank exchange fees STA 251 07/23	\$505.56
				902225598		Deionized water tank exchange fees STA 252 07/23	\$256.23
				902218751		Deionized water tank rental 7/1- 7/31/2023	\$81.35
						705538 Total	\$843.14
705539	8/8/2023	7357	SUNRUN INSTALLATION SERVICES, INC.	B22-000-292		bldg prmt partial reimb B22-000-292 app canceled	\$224.25
				B23-000-050		Bldg prmt partial reimb B23-000-050 app canceled	\$224.25
						705539 Total	\$448.50



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705540	8/8/2023	5364	TECHSTRATA	1001-25-386	1240173	Endpoint Security Protection	\$21,023.34
				1001-25-387	1240199	Knowbe4 Security awareness training Subscr Q-US421	\$3,249.25
						705540 Total	\$24,272.59
705541	8/8/2023	7356	TELLETTE MCFADDEN	CERTrefreshments6/27	1230891	CERT Final Class refreshments reimbursement	\$30.42
						705541 Total	\$30.42
705542	8/8/2023	237	THE COUNSELING TEAM, INC.	87577	1240073	Employee support srvc's July 2023	\$600.00
				87527	1240240	Pre-emp psychological assessment A. Fowler 7/24/23	\$300.00
						705542 Total	\$900.00
705543	8/8/2023	2180	TKE ENGINEERING, INC.	2023-5035		Consulting Services - LSA on City Property	\$1,572.50
						705543 Total	\$1,572.50
705544	8/8/2023	2151	TRUGREEN LANDSCAPE	180093294	1240237	Vegetation control around 3 well sites	\$2,365.28
						705544 Total	\$2,365.28
705545	8/8/2023	304	TYLER TECHNOLOGIES, INC.	045-428428	1230497	EnerGovImplementationPM 6/29/23	\$700.00
						705545 Total	\$700.00
705546	8/8/2023	7246	ULTIMATE PERFORMANCE CORPORATION	1062	1230443	All-Terrain vehicle & Code 3 accessories	\$54,107.48
						705546 Total	\$54,107.48
705547	8/8/2023	1854	UNDERGROUND SERVICE ALERT OF	23-240137	1240150	Dig Alert State Regulatory Fee July	\$38.63
				720230149	1240149	Dig Alert Ticket Charges for July	\$83.50
						705547 Total	\$122.13



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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705548	8/8/2023	1977	VULCAN MATERIALS	73704589 73718082	1240082	Asphalt for 7/12/23 Asphalt materials 7/20/23 705548 Total	\$236.61 \$1,610.08 \$1,846.69
705549	8/8/2023	5222	WEST COAST LIGHTS & SIRENS, INC.	24505 24504	1240234	Lightbar for new Parks vehicles Lightbar for Water Meter vehicles 705549 Total	\$2,170.13 \$2,170.13 \$4,340.26
705550	8/8/2023	7310	WESTERN A/V	18856	1230775	CC Audio/Visual Upgrade-Labor & Engineering Srvs 705550 Total	\$18,755.80 \$18,755.80
705551	8/8/2023	7024	WHITE CAP	50022958951	1240088	Hard hats 705551 Total	\$169.59 \$169.59
705552	8/8/2023	1917	WILBUR E & JUNE PURVIS	12199 12197 12164 12161	1240090	Chains sharpened Bolts, Screws, Bar cover, Drive shaft, & Filter Air filter, Fuel line, & Fuel filter Filters, Spark plug, Oil cap, & Oil 705552 Total	\$174.00 \$136.88 \$65.30 \$208.71 \$584.89
705553	8/8/2023	1919	WILLDAN	002-29485	1230100	Building Inspection/Plan Check Services June 2023 705553 Total	\$6,483.95 \$6,483.95
705554	8/8/2023	4353	WITTMAN ENTERPRISES, LLC	2306069	1230305	Medical billing services 06/2023 705554 Total	\$839.74 \$839.74
						Grand Total	\$1,244,999.01



CITY OF LOMA LINDA
VOUCHER LIST
8/8/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
347910	7/25/2023	454	MissionSquare	2023072500347910		457 Contributions-07/02 through 07/15/2023	\$20,636.27
102402009	7/25/2023	771	P.E.R.S.	1002402009		1959 Survivor Benefit FY 2022-2023 Fire Classic	\$489.60
102402010	7/25/2023	771	P.E.R.S.	1002402010		1959 Survivor Benefit FY 2022-2023 Fire PEPRA	\$316.80
104421312	7/28/2023	771	P.E.R.S.	1002421312		Retirement Contributions PP 07/01/2023	\$638.17
124189380	7/28/2023	771	P.E.R.S.	1002418938/39/40/41		Retirement Contributions 06/18 through 07/01/2023	\$67,859.52
102423140	8/2/2023	771	P.E.R.S.	1002423140		Retirement Contributions PP 07/01/2023 Fire Classic	\$1,980.21
102402002	7/6/2023	773	P.E.R.S.	1002402002		Health Insurance Premium-July 2023	\$71,955.97

Total Wires: \$163,876.54
Total Checks (Total from previous page): \$1,244,999.01
Grand Total = \$1,408,875.55

PAYROLL: 08/03/2023 \$425,471.09

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 705462 through 705554 and wire nos. 347910, 102402009, 102402010, 104421312, 124189380, 102423140 & 102402002 for a total disbursement of \$1,408,875.55 and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

Anna Brimes
for: Sonia Fabela, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on August 8, 2023 and the City Treasurer is hereby directed to pay except as noted.

Phillip Dupper, Mayor

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 2



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: August 8, 2023
TO: City Council
SUBJECT: Minutes of June 27 and July 11, 2023

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes.



City of Loma Linda

City Council Action Minutes Regular Meeting of June 27, 2023

A regular meeting of the City Council was called to order by Mayor Dupper at 6:00 pm Tuesday, June 27, 2023, into a closed session meeting.

Councilmen Present: Mayor Phill Dupper
Mayor pro tempore Ron Dailey
Bhavin Jindal

Councilman Absent: John Lenart
Rhodes Rigsby

Others Present: City Manager T. Jarb Thaipejr
City Attorney Diane Robbins

The City Council immediately recessed into Closed Session.

Closed Session

CC-2023-31 - Conference with Legal Counsel – Significant exposure to litigation pursuant to California Government Code Section 54956.9(d) (2)

City Attorney Robbins announced that City Council met in closed session to discuss one potential litigation exposure and direction was given.

The regular meeting of the City Council was called to order at 7:00pm.

The Pledge of Allegiance and invocation were led by Mayor Dupper.

Items To Be Added Or Deleted - None

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

Chris Lemos stated that she submitted a 56-page complaint pertaining to city employees and concerns that she and her family have at their properties. She did not receive any response from her complaint, except from one of the employees who was involved in the complaint. She asked for no communication from the employees identified in her complaint. She emailed City Council today and did not receive a response. She would like the Code Enforcement Office to be removed from his position because of misconduct, threatening and intimidating behavior towards her, divulging unauthorized, confidential information to a third party and overall abuse of power. She said the Fire Marshal and City Manager were also involved in the situation, but did not express the same behavior; although, she said they should be sanctioned and receive extensive training in regards to this situation, because she believes their conduct was unprofessional. She requested the City Manager should be removed from his ADA title. She said that they were going to train staff, but at this point damages have already been made health and monetary it is too late. She wants a resolution to this.

Luis Lemos wanted to divulge his time for his daughter if needed.

Michelle Carlson, resident of Loma Linda since early 2000's, stated that, since rent control had been lifted, her rent had been increased a few times; she stated that it is out of control. She said that people are struggling financial. She has spoken to the Senator's and Assembly member's offices. She asked if the City can enforce rent control.

Scheduled and Related Items

CC-2023-32 - Proclamation – Arbor Day

Mayor Dupper read the Arbor Day Proclamation. He commented the City of Loma Linda is a Tree City USA. He acknowledged that Councilman Jindal is very active ensuring replacement and planting of trees throughout the City.

CC-2023-33 - Public Hearing - Council Bill #R-2023-19 – Adopt Resolution to approve the Annual Report and Assessments for Landscape Maintenance District No. 1 for fiscal year 2023-2024

Associate Engineer Peterson presented the report into evidence explaining that the preparation of the annual report is to calculate and determine the fee assessment for each property based on the maintenance and operations costs of the Landscape Maintenance District (LMD) He pointed out that there are 77 different annexations; whereby, the first 50 annexations do not incorporate the CPI increase. Therefore, the General Fund subsidizes the expenses of this account.

Councilman Jindal asked why the rates would increase after all the recent rainfall.

Mr. Peterson explained that the rainfall does not have an effect on the LMD. He noted that most of the calculated costs comes from labor and maintenance. He pointed out that this will be the last contract year with the current landscape contractor, who has been significantly lower in costs than other contract bids, and has kept his rates quite low. He said it may change in the new contract year.

The public hearing was open and closed with no public participation.

Motion by Jindal, seconded by Dailey to adopt Council Bill #R-2023-19, approving the Landscape Maintenance District No. 1 Engineer's report and authorizing the levying and annual assessments of Fiscal Year 2023-24; the City Clerk called roll and motion carried unanimously. Lenart and Rigsby absent.

RESOLUTION NO. 3182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND CONFIRMING ENGINEER'S REPORT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2023/2024

CC-2023-34 - Public Hearing - Council Bill #R-2023-20 – Adopt Resolution to approve the Annual Report and Assessments for Street Light Benefit Assessment District for fiscal year 2023-2024

Associate Engineer Peterson presented the report into evidence explaining that this report is similar to the previous item with the exception that the Street Light Benefit Assessment District does not have as many annexations and the account is not in a deficit. This account is fully funded through the assessments. He noted the City continues to change out the street lights to LED. He stated the majority of the street lights have been changed to LED, which is an average 30% costs savings in energy costs. He noted that half the street lights are owned and maintained by Southern California Edison.

The public hearing was open and closed with no public participation.

Motion by Dailey, seconded by Jindal to adopt Council Bill #R-2023-19, approving the Street Light Benefit Assessment District Engineer's report and authorizing the levying and annual assessments of Fiscal Year 2023-24; the City Clerk called roll and motion carried unanimously. Lenart and Rigsby absent.

RESOLUTION NO. 3183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ORDERING THE CONTINUED MAINTENANCE OF STREET LIGHT BENEFIT ASSESSMENT DISTRICT NO. 1, AND CONFIRMING THE ENGINEER'S REPORT AND LEVYING ASSESSMENT FOR FISCAL YEAR 2023/2024

CC-2023-35 - Public Hearing – Council Bill #R-2023-21 - Adopt Resolution establishing the maximum refuse collection and disposal rates effective July 1, 2023, and repealing Resolution No. 3159

Associate Engineer Peterson presented the report into evidence, stating that the City's contract allows the contract franchise hauler a CPI adjustment annually. A component of the refuse rates are the fees from the landfill per the Waste Disposal Agreement (WDA). He noted the refuse rate increase last year was 7.33%. He noted that this year the rate increase is 3.2%, which is \$28.60 per month for residential. He explained that residents may not be impacted by the rate increase this year, because the CPI increase last year was compressed over nine months vs. twelve months. This year the CPI rate increase will be calculated over twelve months. He further discussed SB1383, the residential recycling and organic mandate programs.

The public hearing was opened and closed with no public participation.

Motion by Jindal, seconded by Dailey to adopt Council Bill #R-2023-21 establishing the maximum refuse collection and disposal rates effective July 1, 2023, and repealing Resolution No. 3159; the City Clerk call roll and motion carried unanimously. Lenart and Rigsby absent.

RESOLUTION NO. 3184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ESTABLISHING MAXIMUM REFUSE COLLECTION AND DISPOSAL RATES EFFECTIVE JULY 1, 2023 AND REPEALING RESOLUTION NO. 3159

Milford Harrison, representative of CR&R, discussed the State requirements of SB1383, organic recycling. He pointed out that the City's residential organics are being transferred to CR&R's Anaerobic Digestion Facility in Perris, California, explaining that the organic waste is digested and converted into renewable natural gas, which helps the City maintain compliance with the State.

Resident had questions regarding organic recycling and expressed concerns that organic recycling has created new issues of smelly containers, pest and rodent issues. Mr. Harrison stated residents can put their organic waste in clear, thin produce bags from Stater Bros, as well as compostable bags, and paper bags. Discussion ensued pertaining to organic recycling.

Mayor Dupper stated that the City requested to move items out of order; moving up Item No. 17 as well as the Housing Authority Agenda Items Nos. 3 & 4.

CC-2023-36 - Council Bill #R-2023-27 – Adopt Resolution declaring that the real property owned by the City identified as APN 0284-202-47-0000 (Parcel A of Lot Line Adjustment 12-02) located on the south side of Allen Way, west of Mountain View Avenue (near Huldah Crooks Park) is designated as surplus land and not necessary for the City’s use at this time, finding that such declaration is exempt from environmental review under the California Environmental Quality Act (CEQA), and taking related actions pursuant to California Government Code § 54221

Steve Dukett, TK Engineering, presented the report into evidence stating this item and two agenda items in the Housing Authority pertaining to surplus land that they must comply with the Surplus Land Act (SLA) amendments approved in 2019. He explained that when there is local government land in excess (to sell or lease), there is a hearing and notification process. The notification process involves two groups: first group are housing sponsors, and second group are local agencies (County or school districts). Following formal approval and surplus declaration, he will send out the notifications on behalf of the City to the two groups with approximately 60 days to file a Statement of Interest. He noted this particular property, may not be prime land due to a fault line that goes through the property. That information must be disclosed. If no responses are filed, he will prepare a Closing Report and file with State Housing & Community Development (HCD) Department. They will respond, and the City can proceed with the sale or lease of the property. He explained that the City only needs to do this process once.

In response, Mr. Dukett, stated that this land cannot be used for housing, but can be used as an orange grove or additional structures that are supportive.

Councilman Jindal asked if it is a bidding process. City Manager Thaipejr explained that the property must be appraised.

Mr. Dukett explained that this process is oriented to affordable housing. He noted that part of what they do in the review process is to prove fiscal capability. They want a credible housing developer.

Councilman Jindal asked where the information is being listed for the public. Mr. Dukett explained the notification process required by HCD only requires a notice to Housing Sponsor on a list that HCD maintains and local agencies. It does not prevent sending notices to anyone else they want. If there is no response, the property can be listed with realtor.

Motion by Jindal, seconded by Dailey to adopt Council Bill #R-2023-27 declaring the real property owned by the City identified as APN 0284-202-47-000 is designated as surplus land and not necessary for the City’s use at this time and find such declaration is exempt from environment review under the California Environmental Quality Act (CEQA); and direct the City Clerk to file the CEQA Notice of Exemption as recommended in the report. Lenart and Rigsby absent.

RESOLUTION NO. 3185

A RESOLUTION OF THE LOMA LINDA CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, DECLARING THAT, PURSUANT TO GOVERNMENT CODE SECTION 54221, REAL PROPERTY OWNED BY THE CITY OF LOMA LINDA IDENTIFIED AS APN 0284-202-47-0000 (PARCEL A OF LOT LINE ADJUSTMENT 12-02) IS SURPLUS LAND AND NOT NECESSARY FOR THE CITY’S USE, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVING CERTAIN RELATED ACTIONS

The Mayor convened and called to order the Housing Authority Agenda at 7:57pm.to discuss New Business Items 3 and 4.

The Mayor reconvened the City Council meeting at 8:23pm.

CC-2023-37 - Consent Calendar

Motion by Jindal, seconded by Dailey to approve the Consent Calendar items as presented; the City Clerk called roll and motion carried unanimously. Lenart and Rigsby absent.

Approved the demands registers dated:

- May 23, 2023, with commercial demands totaling \$990,757.71 and payroll demands dated May 11, 2023, in the amount of \$385,147.76; and
- June 13, 2023, with commercial demands totaling \$4,458,793.68 and payroll demands dated May 25, 2023, in the amount of \$347,614.22 and June 8, 2023 in the amount of \$392,334.10; and
- June 27, 2023, with commercial demands totaling \$1,340,873.13 and payroll demands dated June 22, 2023, in the amount of \$426,632.47;

Approved the minutes of April 11 and May 9, 2023, as submitted;

Accepted for filing the May 2023 Treasurer's Reports;

Accepted for filing the May 2023 Fire Department's Activity Report;

Adopted Council Bill #R-2023-07 to authorize the City to opt-in to additional Opioid Settlements and permitting the City Manager to sign formal and binding documents on behalf of the City related to participation in the settlements

RESOLUTION NO. 3186

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, AUTHORIZING LOMA LINDA CITY TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH CVS, ALLERGAN, TEY A, WALMART, AND WALGREENS TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENTS, AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION AGREEMENTS WITH THE ATTORNEY GENERAL

Adopted Council Bill #R-2023-25 to update the Miscellaneous and Fire Salary Schedules, establishing a new job classification of Customer Support Technician (Information Systems), and re-establishing a job classification for Accountant

RESOLUTION NO. 3187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ESTABLISHING THE NEW SALARY SCHEDULE FOR EMPLOYEES EFFECTIVE JULY 1, 2023

Adopted Council Bill #R-2023-26 to establish the Social Media Policy and Social Media Comment and Content Moderation Policy

RESOLUTION NO. 3188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ESTABLISHING THE SOCIAL MEDIA POLICY AND SOCIAL MEDIA COMMENT AND CONTENT MODERATION POLICY

Approved a supplemental appropriation of \$38,100 for Sheriff General Services and Overtime expenses for Fiscal Year 2022-2023;

Awarded a contract to Tri County Company for rehabilitation work for Richardson Well No. 3 for \$12,366.35;

Awarded the extension of the Annual Service Contracts as follows: a) Golden West Landscape for Landscape Maintenance Service at all Landscape Maintenance Districts on, Barton Road Median, Mission Road Median and Barton Rd. Parkway; Kellermeyer for in the amounts noted in the staff report for Fiscal Year 2023-24;

Approved Supplemental Appropriation for FY 2023/24 in the amount of \$12,500 from Water Enterprise Fund Balance and authorized purchase of a Mobile Laptop Computer with Specialized Software for Water Meter System Support upon approval of the 2023-2024 Fiscal Year Budget

Old Business

CC-2023-38 - Council Bill #O-2023-01 - Council Bill #O-2023-01 (Set Second Reading/Roll Call Vote) Adopting the Ordinance to approve a Zone Change (ZC No. P21-074) to change the current pre-zone of four (4) General Commercial zoned lots to Low-Density Residential (R-1, 0 to 4 du/ac) lots within the 141-acre annexation area for the Canyon Ranch Annexation and Subdivision project

Community Development Matarrita stated that this item was presented at the previous public hearing and that this would be the second hearing to atop the Ordinance.

Motion by Dailey, seconded by Jindal and motion carried to adopt of Council Bill #O-2023-01 waiving the reading of Ordinance in its entirety and direct City Clerk to read by title only; the City Clerk called roll and motion carried unanimously. Lenart and Rigsby absent.

ORDINANCE NO. 776

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOMA LINDA MODIFYING THE ZONING DESIGNATION OF FOUR PARCELS FROM GENERAL COMMERCIAL (C-2) TO LOW-DENSITY RESIDENTIAL (R-1) AT AN APPROXIMATE 10.96 ACRE SITE IDENTIFIED BY ASSESSOR PARCEL NUMBERS 0293-081-09, -11, -12, AND -19 (ZONE CHANGE NO. P21-074)

New Business

CC-2023-39 –

HA-2023-Joint Meeting of the Loma Linda City Council and Housing Authority regarding Fiscal Year 2023-2024 Budget [City Manager/Finance Director]

- a. Presentation of proposed FY 2023-2024 Budget [Finance]
- b. Budget Committee Recommendations

- c. Five-Year Capital Improvement Program (CIP) [Public Works]
- d. Council Bill # R-2023-23 – Adopt Resolution to approve the Fiscal Year 2023-2024 adjusted appropriation limit
- e. Investment Policy
- f. COPS Grant Expenditure Plan
- g. Schedule “A” pertaining to the contract with Sheriff’s Department
- h. Council Bill #R-2023-24 – Adopt Resolution to approve the Wildland Fire Protection Contract #3CA06327 between the California Department of Forestry and Fire Protection (CAL FIRE) and the City of Loma Linda for Fiscal Year 2023-2024 in the amount of \$91,739.72 and authorize the Mayor or Mayor pro tempore to sign the contract pursuant to Government Code 40601
- i. Council Bill #R-2023-22 – Adopt Resolution to approve the Loma Linda 2023-2024 Fiscal Year Budget
- j. LLHA Bill #R-2023-01- Adopt Resolution to approve the Loma Linda Housing Authority 2023-2024 Fiscal Year Budget

Finance Director Fabela presented the 2023-2024 Budget into evidence, which included the General Fund – Unassigned, Assigned and Committed, the City as a whole (all funds) and the Housing Authority Budget. She noted one clerical change on one spreadsheet that she provided the corrected sheet. She said it did not affect anything in the budget.

She noted the revenue and expenditure changes in the proposed budget since the Joint Budget Workshop on April 25, 2023. She stated the sales tax increased to a total of \$268,100. She noted that at the May 9, 2023, the Service Fee Study was adopted, and, as a result, service fees required to be updated. Overhead was recalculated and there were increased expenditures to a total of \$232,100. She noted the changes brought the total unassigned Fund Balance to \$14,990,909.

She provided a recap of the total ending Fund Balance that included unassigned, assigned and committed funds for 2022/2023 of \$18,094,509; the proposed budget for 2023/2024 is \$18,240,909.

Finance Director Fabela continued, reviewing the top 7 revenue categories - sales tax, administrative overhead, motor vehicle license (MLV) fees, property taxes, law enforcement contract with LLUH, franchise fees and refuse services. General Fund expenditures for fiscal year 2022-2023 are projected at \$19,379,400 and for fiscal year 2023-2024 are projected at \$19,188,500, a decrease of 1%. She discussed the General Fund Expenditures that the adjusted 2022/2023 total was \$27,070,968 and the proposed expenditures for 2023/2024 is \$25,209,100 which is an estimate decrease of 7%. She noted that there will be a positive change in General Fund – Fund Balance of \$146,400. She provided a comparison for Current Budget with the Proposed Budget of all revenue and all expenditure funds.

Finance Director Fabela reviewed the Housing Authority Adjust Budget that includes revenues and expenditures for 2022/2023 the Proposed Budget 2023/2024; however, she noted based on the properties involved with the Surplus Land Act, they would have to come back with an adjusted budget.

In conclusion, the proposed budget for 2023-2024 will include \$14.9 million in Unassigned, \$1.25 Million in Assigned and \$2 million in the Committed Fund Balance for a total of over \$18.2 million in General Fund Balance. Finance Director Fabela thanked all staff for all their contribution to the proposed budget.

City Manager Thaipejr and Finance Director Fabela responded to questions.

Gary Nelson, Budget Committee, stated that they looked at surrounding cities’ and their positions they are in their budget. He pointed how Loma Linda is in a much better financial position compared to other surrounding cities due to staff and the management of the City. The Committee would like to recognize the

City Manager, staff and employees of Loma Linda for working together to complete the budget. He noted that the Committee prepared a three page report. He highlighted some items that include that Loma Linda is a lean running city as far as staff; that they encourage additional source of revenues; that they recommend more staff for IT with added technology being used; that they would like to see longer term budgets than one year; and that the City not buy down CalPERS.

Mayor pro tempore Dailey stated that Loma Linda is among very few cities that have buy down their CalPERS to zero.

Mayor Dupper commented how the Council will have to look at some of the restrictive building codes. He noted how a business that their operations is mainly drive thru relocated to a neighboring city because of the moratorium on drive thru. He said they can't attract sit down restaurants because of the restriction on alcohol sales. He noted that as much as residents would like to keep the city pristine and beautiful, but comes at a cost. He noted that it is something that the Council and community would have to review.

Mr. Nelson stated that the Budget Committee supports making changes to some of the building codes.

Discussion ensued regarding revenue sources.

City Manager Thaipejr thanked the Budget Committee for review of the proposed Budget.

City Manager Thaipejr presented the 5-year Capital Improvement Program, discussing the Projects Proposed for 2023-2024 for Fleet, General Buildings Parks, Sewer, Storm Drain, Streets/Street Lights, and Water.

On Item 18a, stating that with the exception of Mayor Dupper, City Manager Thaipejr stated that the City Council approved the item prior to the meeting because the Sheriff's Department had a deadline to sign the agreement.

Motion by Dailey, seconded by Jindal to accept the presentation of proposed FY 2023-23 Budget; received the Budget Committee's Recommendations, approve the Five-Year Capital Improvement Program; adopt Council Bill #R-2023-23 adopting the 2023-2024 Adjusted Appropriations Limit; accepting the Investment Policy; COPS Grant Expenditure Plan; approved Schedule "A" pertaining to the contract with the San Bernardino Sheriff's Department; adopt Council Bill #R-2023-24 adopting the Wildfire Fire Protection Contract #3CA06327 between the California Department of Forestry and Fire Protection (CAL FIRE) and the City of Loma Linda for Fiscal Year 2023-2024 in the amount of \$91,739.72 and authorize the Mayor or Mayor pro tempore to sign the contract pursuant to Government Code 40601; Adopt Council Bill #R-2023-22 approving the Loma Linda 2023-24 Fiscal Year Budget; and Adopt LLHA Bill #R-2023-01 approving the the Loma Linda Housing Authority 2023-2024 Fiscal Year Budget; the City Clerk called roll and motion carried unanimously. Lenart and Rigsby absent.

RESOLUTION NO. 3189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA ADOPTING AN AMENDED CITY APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024 IN ACCORDANCE WITH THE PROVISIONS OF DIVISION 9 OF TITLE 1 OF THE CALIFORNIA GOVERNMENT CODE.

RESOLUTION NO: 3190

APPROVING THE DEPARTMENT OF FORESTRY AND FIRE FOR SERVICES FROM
JULY 1, 2023, TO JUNE 30, 2024

RESOLUTION NO. 3191

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA,
CALIFORNIA, ADOPTING THE FINAL BUDGET FOR THE CITY OF LOMA LINDA
FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024

Reports of Councilmen

Councilman Jindal stated that he attended the League of California Cities where one of the item discuss is the hearings will begin with City of Santa Monica regarding the district boundaries; and noted there is a bill to increase pay for Councilman.

Mayor Dupper stated that he is a member of the Public Safety Policy Committee and State Wide League Board where there was discussion of public safety legislation that is anti-public safety. He was discouraged that policies may make communities less safe.

Reports of Officers

The meeting adjourned at 9:41pm.

Approved at the meeting of August 8, 2023.

City Clerk



City of Loma Linda

City Council Action Minutes Regular Meeting of July 11, 2023

A regular meeting of the City Council was called to order by Mayor Dupper at 5:46 pm Tuesday, July 11, 2023, to a workshop.

Councilmen Present: Mayor Phill Dupper
Mayor pro tempore Ron Dailey (arrived at 5:59 pm)
Bhavin Jindal
John Lenart
Rhodes Rigsby

Councilman Absent: None

Others Present: City Manager T. Jarb Thaipejr
City Attorney Diane Robbins

Workshop: Technology & managing risks in Social Media (email, internet blogs and cell phones)

Scott Grossberg, Media Consultant, introduced himself to staff and City Council. He stated that he and the Fire Marshall will provide training to city staff, discussing the power of connection with the internet; deciding what social media platforms to use; knowing the audience/constituents; making and having a point on the post; being aware of acceptable and unacceptable posts; knowing the terms and language to use dependent on the platform; identifying on the platform sites that they are not being monitored by the City; knowing the responsibilities as a public employee; and liability issues. Sensitive the situation is

He noted the big takeaways:

- Set goals;
- Have a strategic plan for using social media;
- Optimize and organize the City's resources;
- Integrate the technology; and
- Adopt the technology

The regular meeting of the City Council was called to order at 7:05pm.

The Pledge of Allegiance and invocation were led by Councilman Rigsby.

Items To Be Added Or Deleted - None

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

No public participation upon invitation by the Mayor.

Scheduled and Related Items

CC-2023-40 - Public Hearing - Council Bill #R-2023-28 – Adopt Resolution determining the cost related to the Spring 2023 Weed Abatement Program

Matt Dingman presented the report into evidence, stating that he conducted inspections of 300 parcels on April 3 & 4, 2023; that notices were sent to property owners to clean their properties with follow up inspections on May 1 & 2, 2023; that 14 parcels were placed on the Abatement List following the inspection; that those parcels were cleaned by the City's contractor and services paid by the City; that copies of the invoices were issued to the property owners for payment by the July 11, 2023; and that, if approved by City Council, liens of the costs for clean-up will be being assessed on the property tax rolls on the parcels with delinquent balances.. He went on to speak of two parcels on the abatement list that the properties were sold, but the new owners's information was not on the SB County Assessor's records. Following investigation of those parcels, the information had been validated, and the City recommended waiving the Administration Fee, but leaving the clean-up fees, since the notice did not go to the appropriate owner.

The public hearing was open and closed with no public participation.

Motion by Rigsby, seconded by Dailey to adopt Council Bill #R-2023-28, receiving the filing of the Spring 2023 Weed Abatement, approving the accounting costs and establishing the liens and assessments on the properties.

RESOLUTION NO. 3192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ADOPTING A REPORT AND STATEMENT OF EXPENSES FOR THE SPRING 2023 WEED ABATEMENT PROGRAM AND IMPOSING A LIEN UPON PROPERTY FOR PAYMENT THEREFOR

CC-2023-40 - Consent Calendar

Motion by Dailey, seconded by Lenart to approve the Consent Calendar items as presented;

Councilman Jindal had general inquires to three items: the rejection of bids for Item No. 6; the contingency allocation for Item #10 and the acceptance of the offsite improvements for Item No. 14. City Manager Thaipejr responded to the inquiries.

The City Clerk called roll and motion carried unanimously.

Approved the demands register dated:

- July 11, 2023, with commercial demands totaling \$1,156,637.80 and payroll demands dated July 6, 2023, in the amount of \$406,759.91;

Accepted for filing the June 2023 Treasurer's Reports;

Accepted for filing the June 2023 Fire Department's Activity Report;

Approved the Amendment to San Bernardino Basin Groundwater Council Framework Agreement;

Rejected all bids for installation of electrical wiring for the generator (CIP 21-858);

Awarded a contract to Universal Construction & Engineering for installation of ADA access ramps and sidewalks at various locations for \$294,915.00 (CIP 23-114)

Awarded a contract to Tuckfield and Associates for Professional Services to prepare a Water and Sanitary Sewer Rate Study for \$34,200.00;

Awarded a contract to A & F Engineering Group, Inc., for electrical engineering services for the Sewer Lift Station for \$13,000.00;

Awarded a contract to Michel Angela Petersen to fabricate and install a ceramic tile mural at Leonard Bailey Park for \$24,400.00;

Awarded a contract to Cloud Driven Solutions (CDS) for Agenda Management software program for \$22,647.00;

Awarded a contract to TechStrata for Endpoint Protection Software for \$21,200;

Accepted as complete and authorized recordation of Notice of Completion for the purchase and installation of seven (7) traffic signal battery backup systems by St. Francis Electric, Contractor;

Accepted offsite improvements for Tract 19963, Phase I, located on the west side of New Jersey Street between Citrus Avenue and Orange Avenue - KB Homes, Developer;

Adopted Council Bill #R-2023-29 to adopt Resolution updating the City of Loma Linda Emergency Operations Plan (EOP):

RESOLUTION NO. 3193

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ADOPTING AND AUTHORIZING REVISIONS TO THE EMERGENCY OPERATIONS PLAN AND REPEALING RESOLUTION 2783

Approved the re-appropriation of \$355,600.00 from unspent encumbered funds from Fiscal Year 2022-23 into FY 2023-24 for items/services not received in Fiscal Year 2022-23;

Approved the Re-appropriate unspent funds from Fiscal Year 2022-23 to Fiscal Year 2023-24 for Public Works projects and purchases

Old Business - None

New Business

CC-2023-41 - Appoint member to the vacant seat in the Historic Commission

City Manager Thaipejr stated that the Historic Commission has a vacant seats due to the resignation by Wesley James; that the City received an application from Sally F. Leialoha, noting she was a longtime resident in the Bryn Mawr area; and that Ms. Leialoha is being recommended to appoint by City staff.

Ms. Leialoha stated that she was born at the Loma Linda Sanitarium and grew up in Bryn Mawr moved out and then returned to the Bryn Mawr area. She stated that her parents grew up and her father still lives in Bryn Mawr. Growing up in the area she has a special interest in preserving the history of the community. She appreciated the historic Bryn Mawr sign that were recent installed.

Councilman Jindal appreciated the letter Ms. Leialoha provided with her application,.

It was the general consensus of the City Council to appoint Sally F. Leialoha to the Historic Commission.

Reports of Councilmen

Councilman Lenart commented that the traffic signal timing at the Mt. View Avenue underpass needed to be checked; although, he realizes they are controlled by Caltrans. He also requested if the City would consider replacing the stop sign to a yield sign at the “T” intersection of Bryn Mawr Ave. and Newport Ave.

The meeting adjourned at 7:22 pm.

Approved at the meeting of August 8, 2023.

City Clerk

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 3



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

Approved/Continued/Denied

By City Council

Date _____

CITY COUNCIL AGENDA: August 8, 2023

TO: City Council

FROM: Sonia Fabela, Finance Director/City Treasurer *SF*

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: July 2023 Treasurer's Report

RECOMMENDATION

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

CITY OF LOMA LINDA
COMPOSITION OF CASH
July 2023

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$ 3,777,169.60
Outstanding Checks as of month-end	<u>(1,608,051.74)</u>
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$ 2,169,117.86
BANK OF AMERICA - PAYROLL	\$ 10,172.68
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT	145,903.62
Outstanding Checks as of month-end	<u>-</u>
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$ 145,903.62
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT	197,386.05
Outstanding Checks as of month-end	<u>-</u>
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$ 197,386.05

DEMAND DEPOSIT ACCOUNTS - TOTAL	\$ <u>2,522,580.21</u>
--	-------------------------------

INVESTMENTS

YIELD

LOCAL AGENCY INVESTMENT FUND (LAIF)			
CITY	3.167% *	\$ 51,993,930.00	
CITY - Former RDA Bond Proceeds	3.167%	913,221.14	
CITY -Total			52,907,151.14
SUCCESSOR RDA	3.167%		178,399.02
HOUSING AUTHORITY	3.167%		1,338,210.82

INVESTMENTS TOTALS	\$ <u>54,423,760.98</u>
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OTHER CASH

IMPREST ACCOUNT	\$ 500.00
CASH ON HAND	<u>1,350.00</u>

OTHER CASH TOTAL	\$ <u>1,850.00</u>
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CASH AND INVESTMENTS - GRAND TOTAL	56,948,191.19
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PREVIOUS MONTH	<u>60,522,766.58</u>
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CHANGE +/-(-)	<u>\$ (3,574,575.39)</u>
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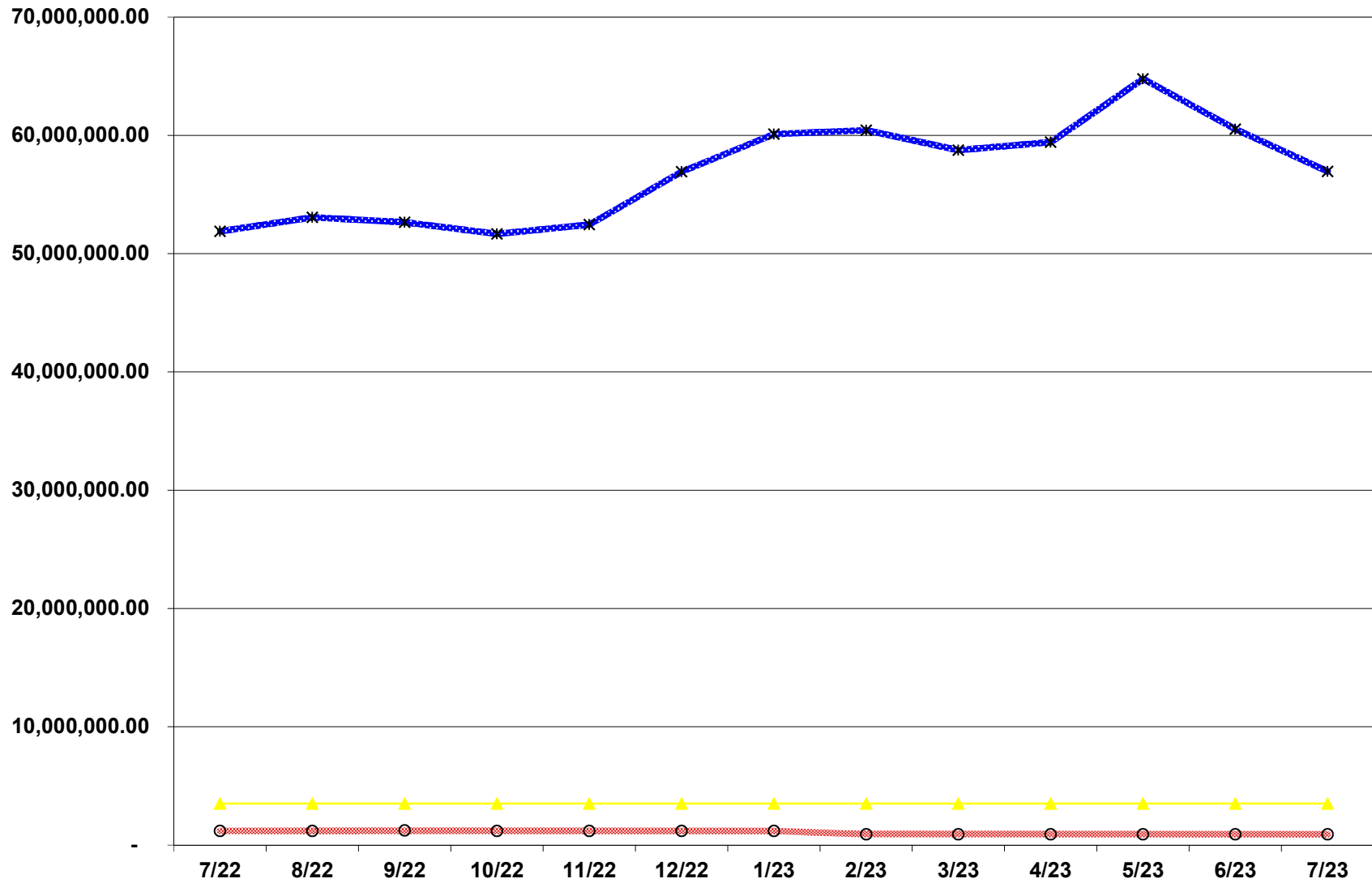
All investments are in accordance with the City Investment Policy, and as such, sufficient funds are available to meet the cash flow requirements of Loma Linda, including the next thirty days' obligations.



Treasurer

* LAIF Yield interest rate shown is for June 2023 as the July 2023 Rate has not been released

CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 7/22-7/23



CITY, SUCCESSOR RDA & HA - TOTAL CASH AVAILABLE CITY - FORMER RDA BOND PROCEEDS BASELINE

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 4



City of Loma Linda Official Report

Phill Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

COUNCIL AGENDA: August 9 2023

TO: City Council

FROM: Dan Harker, Fire Chief *DH*

SUBJECT: July 2023 Fire Department Activity Report

Approved/Continued/Denied
By City Council
Date _____

Operations Division:

The Fire Department's Operations Division responded to 466 incidents in July 2023. Of the 466 incidents, 42 calls were given and 1 received in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	321	68.9%	1967	65.1%
Traffic Collision (TC)	11	2.4%	96	3.2%
MA + TC	332	71.2%	2063	68.3%
Hazardous Conditions	2	0.4%	12	0.4%
Hazardous Material	2	0.4%	11	0.4%
Public Assistance	33	7.1%	159	5.3%
Rescue	5	1.1%	18	0.6%
Structure Fire	2	0.4%	26	0.9%
Cooking	0	0.0%	2	0.1%
Vegetation Fire	5	1.1%	22	0.7%
Vehicle Fire	0	0.0%	4	0.1%
Refuse Fire	7	1.5%	43	1.4%
All Fires	14	3.0%	97	3.2%
Good Intent/Dispatched & Cancelled Enroute	30	6.4%	321	10.6%
Fire Alarm Activation*	5	1.1%	97	3.2%

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

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 5



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

FROM: T. Jarb Thaipejr, City Manager

SUBJECT: Accept a Grant of Easement for Street and Utility Purposes at Parcel Map 20389, Lot I, Redlands Boulevard

Approved/Continued/Denied
By City Council
Date _____

T.J.T.

RECOMMENDATION:

It is recommended that the City Council accept the easement offered by HighPointe Groves LLC for Street and Utility Purposes at Redlands Boulevard, Lot I, Parcel Map No. 20389. It is further recommended that Council authorize the City Manager to sign the acceptance document.

BACKGROUND:

The property owners of at Redlands Boulevard, Lot I, Parcel Map No. 20389 submitted and recorded Parcel Map 20389. The map included a 2-foot strip of land along Redlands Boulevard. The owner chose to dedicate this lot to the City for street and utility purposes via separate document, other dedications were made on the map. This will bring their half right-of-way width into compliance with the City standard for Redlands Boulevard.

ANALYSIS:

The City staff has reviewed and recommended approval and acceptance of the documents for recording with the County. The City shall be responsible for recordation and providing recorded copies for our files.

Attachment

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space Above This Line for Recorder

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
HIGHPOINTE GROVES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, does
hereby GRANT to the CITY OF LOMA LINDA an easement for street and utility purposes in
the real property in the City of Loma Linda, County of San Bernardino, State of California,
described as follows:

LOT '1' OF PARCEL MAP NO. 20389, IN THE CITY OF LOMA LINDA,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON
A MAP FILED IN BOOK 258, PAGES 99 THROUGH 103, INCLUSIVE, OF
PARCEL MAPS.

Dated: July 6, 2023

By: 
Timothy D. England, Manager

By: _____

By: _____

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California

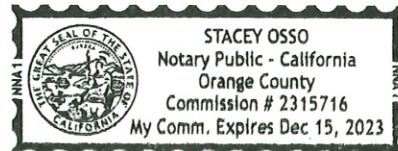
County of ORANGE

On July 6th, 2023 before me, Stacey Osso, Notary Public,
(insert name and title of the officer)
personally appeared Timothy D. England,

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

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

WITNESS my hand and official seal.



Stacey Osso (Seal)
Signature of Notary Public

NUMBERED PARCELS: 4
 LETTERED LOTS: 8
 GROSS ACREAGE: 78.739 ACRES
 NET AREA: 70.767 ACRES

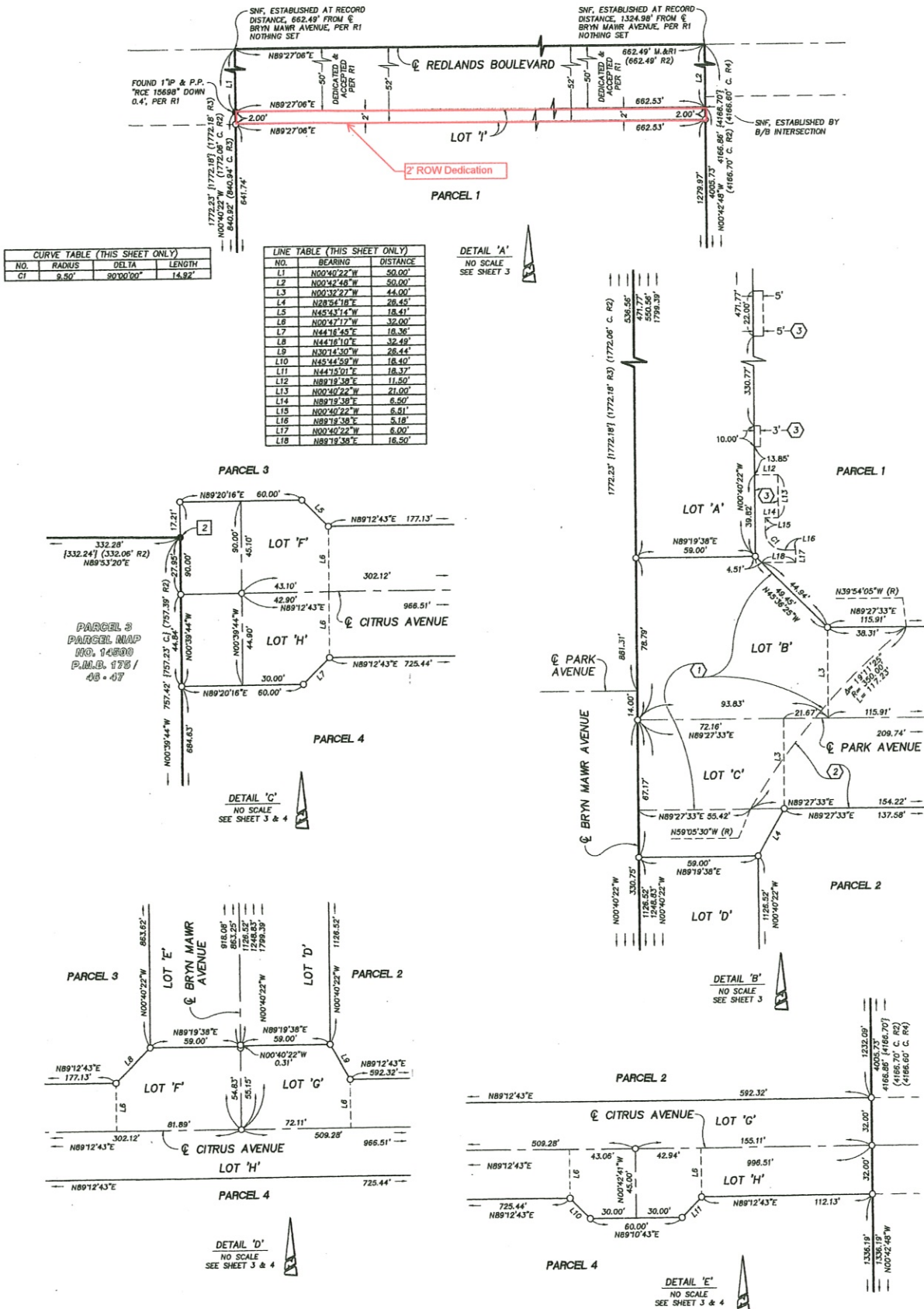
PARCEL MAP NO. 20389

SHEET 5 OF 5 SHEETS

IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 1 THROUGH 6, INCLUSIVE, OF TRACT MAP NO. 12084, RECORDED IN BOOK 201, PAGES 75 AND 76, OF MAPS, TOGETHER WITH THE LAND DESCRIBED IN A GRANT DEED
 RECORDED MARCH 24, 2022 AS INSTRUMENT NO. 2022-0112284, OFFICIAL RECORDS OF SAID COUNTY.

PROACTIVE ENGINEERING CONSULTANTS, INC.
 CHARLES J. MOORE, L.S. 9106 DATE OF SURVEY: SEPTEMBER, 2021



CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed dated July 6, 2023 from TIMOTHY D. ENGLAND, MANAGER, HIGHPOINTE GROVES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY by the within instrument, to the CITY OF LOMA LINDA, State of California, a municipal corporation, is hereby accepted the undersigned officer on behalf of the City pursuant to authority conferred by order of the City Council made on Tuesday, August 8, 2023, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: August 9, 2022

CITY OF LOMA LINDA, a Municipal Corporation

T. Jarb Thaipejr, City Manager

Attest:

Lynette Arreola, City Clerk

(Seal)

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 6



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

SUBJECT: Adopt Council Bill #R-2023-30, a Resolution Declaring the Need for Emergency Contracting Procedures to Purchase and Install Two Air Conditioning Units at the Library then Award of Contract to Purchase and Install Two Air Conditioning Units.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council adopt Council Bill #R-2023-30 a Resolution declaring the need for emergency contracting procedures for the purchase and installation of two air conditioning units at the Library then it is recommended that City Council award a contract for the subject project to Loma Linda Heat & Air Conditioning, Inc. of Loma Linda in the amount of \$49,846.00 and authorize a contingency allocation of \$5,000.00. Staff will perform inspection services and contract management.

BACKGROUND

The Library, one of several buildings at the Civic Center complex, is a designated cooling center in the City. Staff monitors the HVAC units for wear, functionality and schedules replacement as needed, report attached. The on-going heat advisory is causing an emergent nature to immediately address the failing conditions of two AC units serving the Library. Loma Linda Heat & Air Conditioning, Inc. is the approved vendor for the annual contract for this type of work, approved at May 28, 2019 Council meeting.

ANALYSIS

A proposal has been requested and reviewed from the approved vendor. The cost proposal (\$49,846.00) is in line with comparable work, quote attached. It is not unusual for a construction project to experience the need to add or reduce the quantities of work items or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances and/or work needed to maintain the integrity of the project. Therefore, Staff recommends an allocation of $\pm 10\%$, \$5,000.00, of the construction amount for such circumstances.

FINANCIAL IMPACT

Funding for this project will be provided from Account No. 0013400-51310, Facilities.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA,
CALIFORNIA, DECLARING THE NEED FOR EMERGENCY CONTRACTING
PROCEDURES TO PURCHASE AND INSTALL TWO AIR CONDITIONING UNITS

WHEREAS, Section 20160, et seq., of the California Public Contract Code defines the process to be used by cities in the acquisition of construction services for public projects; and

WHEREAS, Section 20160 of the California Public Contract Code requires construction contracts in excess of \$5,000 be advertised and awarded to the lowest responsible bidder; and

WHEREAS, Section 20168 of the California Public Contract Code allows the legislative body of a city, in case of emergency and by a four-fifths vote, to pass a resolution to forgo customary bid procedures when it is determined that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and/or property by taking necessary steps to procure equipment, services, and supplies for those purposes; and

WHEREAS, upon adoption of the resolution, the agency may expend any sum required in the emergency, provided the agency complies with Chapter 2.5 (commencing with Section 22050) of the California Public Contract Code; and

WHEREAS, Section 22050 of the California Public Contract Code provides a contracting procedure to be used in the event of an emergency; and

WHEREAS, the on-going heat advisory is causing an emergent nature to immediately address the failing conditions of two AC units serving the Library; and

WHEREAS, since the Library serves as a Cooling Center for the community, it is imperative to address the failing AC Units without the delay required for preparation and advertising of bid documents; and

WHEREAS, City Council has awarded a contract for similar work to the lowest competitively bid responsible contractor.

NOW, THEREFORE IT IS HEREBY RESOLVED, by the City Council of the City Loma Linda, State of California that in accordance with Sections 20168 and 22050 of the California Public Contract Code, does hereby make the following findings:

Section 1. The emergency will not permit a delay that would result from a competitive solicitation for bids and that the action is necessary to respond to the emergency; and

Section 2. Based on substantial evidence set forth by City staff, which testimony is hereby incorporated by reference, the public interest and necessity demand the immediate expenditure of public

money to safeguard the health and safety of the public without the customary public bid procedures for such public improvements;

PASSED, APPROVED AND ADOPTED by the City Council of the City of Loma Linda, State of California on this 8th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Phillip Dupper, Mayor

ATTEST:

Lynette Arreola, City Clerk



Loma Linda Heat & Air
PO Box 11609
San Bernardino, CA 92423
(909) 792-1882

BILL TO

CITY OF LOMA LINDA - MAIN BLDG
25541 Barton Road
Loma Linda, CA 92354-2883 USA

ESTIMATE
10471550

ESTIMATE DATE
Jul 18, 2023

Home Improvement Contract
License #825214

JOB ADDRESS

City Hall & Library
25541& 25581 Barton Rd
Loma Linda, CA 92354

Job: 10473958

Technician: Javier Martinez

DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED

Replace 2 HVAC units: For the library 10 ton

TASK	DESCRIPTION	QTY	PRICE	TOTAL
FULL-INST	<p>Install (2) new American Standard 10 ton standard efficiency convertible package heat pump systems.</p> <p>Model# WSC120H3R0A0000 with economizers Model#BAYECON-087A.</p> <p>Equipment to be installed on the existing curbs and adapted to the existing duct work. New systems to be converted to heat pumps and eliminate the use of natural gas and extend the serviceability life of equipment. Road detour on Barton road will be required for safety of the crane lifts occurring between the hours of 6:00-8:00 am the day of installation.</p> <p>Price includes: copper connection, cap off the gas connection, low voltage connection, high voltage connection, drain line connection, with new safety electrical disconnects. System controlled by the existing thermostat. (Removal of all old equipment and hazardous refrigerant related material from installation site and proper disposal of hazardous related material abiding by California law and EPA regulations.) WARRANTY: 1 year labor, 1 years parts and compressor per</p>	1.00	\$49,846.00	\$49,846.00

manufacture's certificate

Price does not include permits or Title 24 Testing

SUB-TOTAL	\$49,846.00
TAX	\$0.00

CONTRACT PRICE	\$49,846.00
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Thank you for choosing Loma Linda Heat and Air!

CONTRACT PRICE: \$49,846.00

APPROXIMATE START DATE: 8/7/2023

APPROXIMATE COMPLETE DATE: 8/7/2023

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

DOWNPAYMENT

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

VISIT CSLB's website at www.cslb.ca.gov

CALL CSLB at 1-800-321-CSLB (2752)

WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Loma Linda Heat & Air Conditioning, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed. A financing reoccurring charge of 1% per month and a \$35.00 monthly late fee shall be applied for overdue amounts. An additional charge of 4% will be applied for all credit card transactions.

Sign here

Date

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 7



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

SUBJECT: Council Bill #R-2023-31 - Adopting Five-Year Capital Project Needs Analysis, Fiscal Years 2024/2025 through 2028/2029.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council adopt Council Bill #R-2023-31, approving the five-year Capital Project Needs Analysis (CPNA) as required by the Measure I Strategic Plan.

BACKGROUND

San Bernardino County Transportation Authority (SBCTA) administers Measure I funding for the State. In order to maintain current project status each agency must submit certain periodic documents. Among those is the CPNA. This information is needed to support decisions made by SBCTA concerning project funding. SBCTA focuses their efforts on projects of regional significance. The Strategic Plan provides a set of policies to govern the use of Measure I funds.

ANALYSIS

SBCTA requires each agency to submit two (2) specific documents under the Measure I Strategic Plan. The documents are: 1) CPNA for FY 2024/2025 through 2028/2029; and 2) Signed copy of Resolution adopting CPNA. City Council may change the Measure I Plan at any time to reprioritize projects; however, matching funds must be identified and committed.

FINANCIAL IMPACT

There is no fiscal impact as projects are not required to be constructed. This projection allows for funding opportunities. Any future required matching funds must be earmarked.

Attachment: CPNA and Resolution

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, STATE OF CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2024/2025 THROUGH 2028/2029

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Loma Linda hereby adopts the Measure I Five Year Capital Project Needs Analysis for Fiscal Years 2024/2025 through 2028/2029, a copy of which is attached to this Resolution.

APPROVED AND ADOPTED THIS ____ DAY OF _____, 2023.

Mayor

ATTEST:

City Clerk

Capital Project Needs Analysis
City of Loma Linda
Valley Arterial Sub-Program

Nexus Project Cost	\$ 4,100,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	61.2%
Dev. Share:	38.80%

Project Information	Phase	Funding	PRIOR*	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FUTURE
Widen California Street to six (6) lanes from Barton Road to Redlands Boulevard Current Total Project Cost Estimate: \$3,990,631.00 Total Measure I Request: \$3,060,894.00 (Summation of Measure I) Comments:	PA&ED Total Cost: Fund Type:	\$0.00							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PS&E Total Cost: Fund Type:	\$0.00							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	ROW Total Cost: Fund Type:	\$1,103,575.00							
		MSI Arterial	\$ -	\$ 1,037,781.00	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ 65,794.00	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CONST Total Cost: Fund Type:	\$2,887,056.00							
		MSI Arterial		\$ 244,800.00		\$ 1,522,078.00	\$ -	\$ -	\$ -
		DEV FEE		\$ 155,200.00		\$ 964,978.00	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

Capital Project Needs Analysis
City of Loma Linda
Valley Arterial Sub-Program

Nexus Project Cost	\$ 1,000,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	61.2%
Dev. Share:	38.80%

Project Information	Phase	Funding	PRIOR*	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FUTURE
Intersection improvements at Mound Street and Anderson Street	PA&ED Total Cost: Fund Type:	\$520,000.00							
		MSI Arterial	\$ -	\$ 318,240.00	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ 201,760.00	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current Total Project Cost Estimate: \$1,520,000.00	PS&E Total Cost: Fund Type:	\$0.00							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Measure I Request: \$930,240.00 (Summation of Measure I)	ROW Total Cost: Fund Type:	\$0.00							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Comments:	CONST Total Cost: Fund Type:	\$1,000,000.00							
		MSI Arterial	\$ -	\$ -	\$ 612,000.00	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ 388,000.00	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

Capital Project Needs Analysis
City of Loma Linda
Valley Arterial Sub-Program

Nexus Project Cost	\$	235,632
Dev. Loan?	No	
5-Year Advance?	No	
Public Share:	61.2%	
Dev. Share:	38.80%	

Project Information	Phase	Funding	PRIOR*	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FUTURE
Install traffic signal modification at Barton Road and Benton Street Current Total Project Cost Estimate: \$235,632.00 Total Measure I Request: \$146,432.00 (Summation of Measure I) Comments: This is a portion of the larger Nexus Project	PA&ED	Total Cost:							
		Fund Type:							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PS&E	Total Cost:							
		Fund Type:							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	ROW	Total Cost:							
		Fund Type:							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CONST	Total Cost:							
		Fund Type:							
		MSI Arterial	\$ -		\$ 146,432.00	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -		\$ 89,200.00	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 8



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA August 8, 2023

Approved/Continued/Denied
By City Council
Date _____

TO: City Council

FROM: Jennifer Pearsall, Human Resources/Risk Management Analyst



VIA: Jarb Thaipejr, City Manager

SUBJECT: Approve an Appropriation from General Fund - Fund Balance
and Execute Service Agreement for Performance Evaluation
Software, Perform, through NeoGov

RECOMMENDATION

It is recommended that the City Council approve an appropriation in the amount of \$13,000.00 from General Fund – Fund balance into 0011200-51550, Software and Software Licenses, to purchase performance evaluation software, Perform, through NeoGov.

BACKGROUND

More than 6,000 public sector and education organizations utilize NeoGov to recruit, select, develop, and evaluate their workforce. The City acquired and implemented the NeoGov Insight module in December 2022 which allowed us to streamline our recruitment process and increase our number of applicants.

The Perform module software through NeoGov offers a very robust solution to support performance and feedback, offers a highly interactive experience between the employee and their supervisor, and supports establishing and monitoring goals.

ANALYSIS

The City's Human Resources department is currently utilizing an Access spreadsheet to track performance evaluations. Expanding our current contract with NeoGov to include the Perform module will reduce errors, increase productivity by reducing the current substantial administrative process, and create a more efficient streamlined process for management and employees.

FINANCIAL IMPACT

Appropriate \$13,000 from General Fund balance into expenditure account 0011200-51550 Software and Software Licenses.

Exhibit A
Order Form



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Wesley Taylor

Customer:

Loma Linda, City of (CA)
25541 Barton Rd,
Loma Linda, CA 92354
USA

Quote Valid From: 2/7/2023
Quote Valid To: 8/31/2023

Quote Number: Q-11701
PaymentTerms: Annual,Net 30
Subscription Term in Months: 24

Employee Count: 80
Order Summary

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING			\$3,536.00
Perform Setup	ONE-TIME			\$2,000.00
Year 1 TOTAL:				\$5,536.00

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING			\$7,072.00
Year 2 TOTAL:				\$7,072.00

ORDER TOTAL (USD) : **\$12,608.00**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at *****.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Loma Linda, City of
(CA)"**

Signature:

Print Name:

Date:

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 9



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

SUBJECT: Award Contract for Pavement Rehabilitation at Various Locations
by Overlay Method (CIP 23-115)

Approved/Continued/Denied
By City Council
Date _____

T.J.T.

RECOMMENDATION:

It is recommended that the City Council award a contract for the subject pavement rehabilitation to All American Asphalt of Corona, CA in the amount of \$1,473,363.00; award a contract for land survey – monument preservation to Joseph E. Bonadiman & Associates, Inc. of San Bernardino, CA in an amount not to exceed \$10,000 and authorize a contingency allocation of \$147,000. City staff will provide inspection and project management.

BACKGROUND:

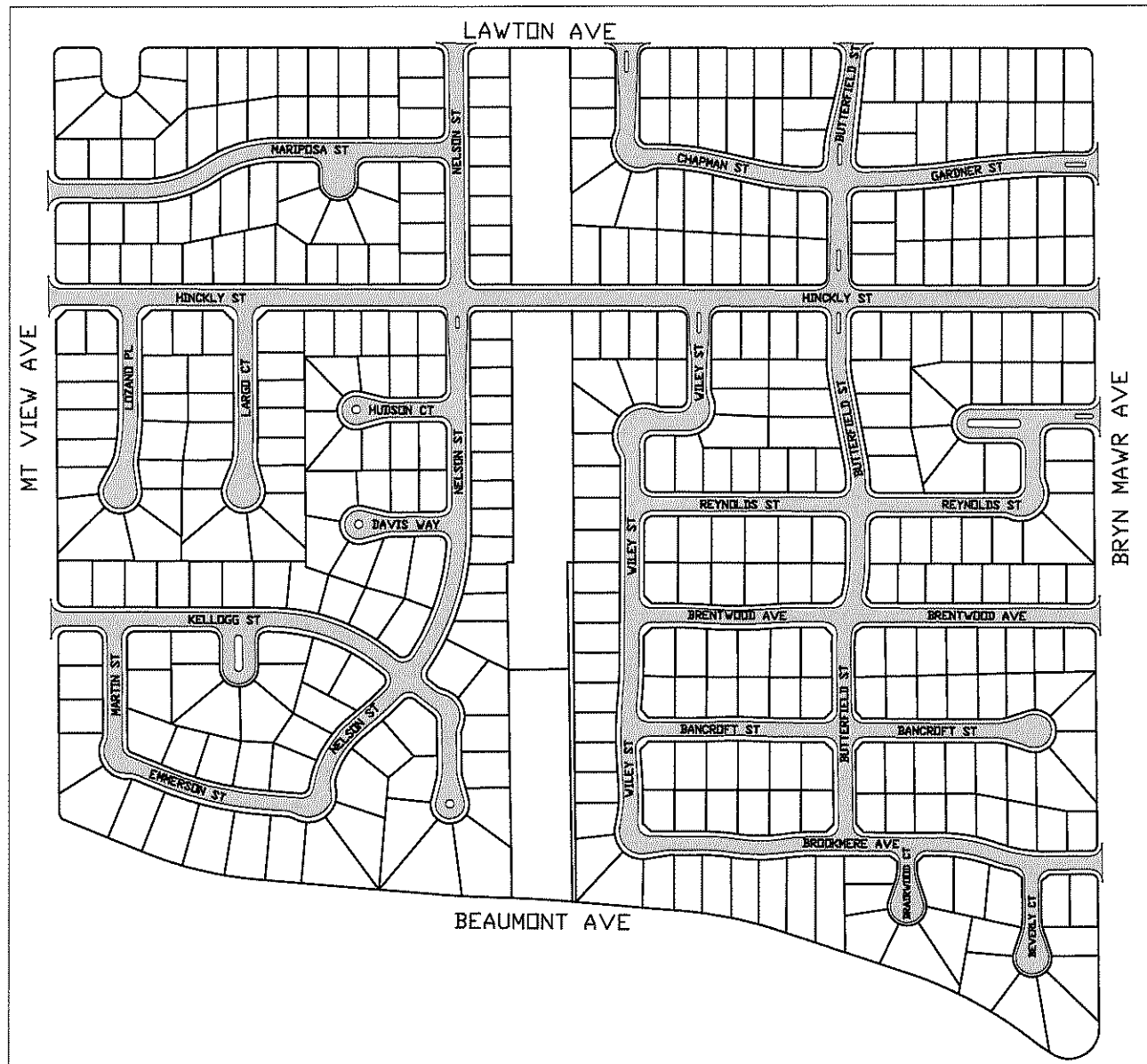
This project is included in the approved Capital Improvement Program listed in the annual budget. Generally, this is a rehabilitation of pavement within various locations utilization Measure I and Bond Proceed funding. The project is expected to extend the useful pavement life 7-10 years. The locations are as approved with the Measure I Capital Improvement project list.

ANALYSIS:

Six (6) bids were received and publicly opened on August 1, 2023. Bids ranged from a low of \$1,473,363.00 to a high of \$1,817,408.65 (see attached bid summary). The low bidder, All American Asphalt of Corona, CA, has been checked for references and found to be satisfactory. This contractor has performed satisfactorily on similar projects for the City. It is not unusual for a project to change the quantities of work or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Additionally, this is a very favorable bid, therefore, staff recommends an allocation of $\pm 10\%$ of the construction amount (\$147,000.00) for a contingency allocation.

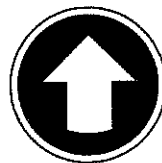
FINANCIAL IMPACT:

Funding is available in Account Nos. 1265340-58500 and 1077300-58500.

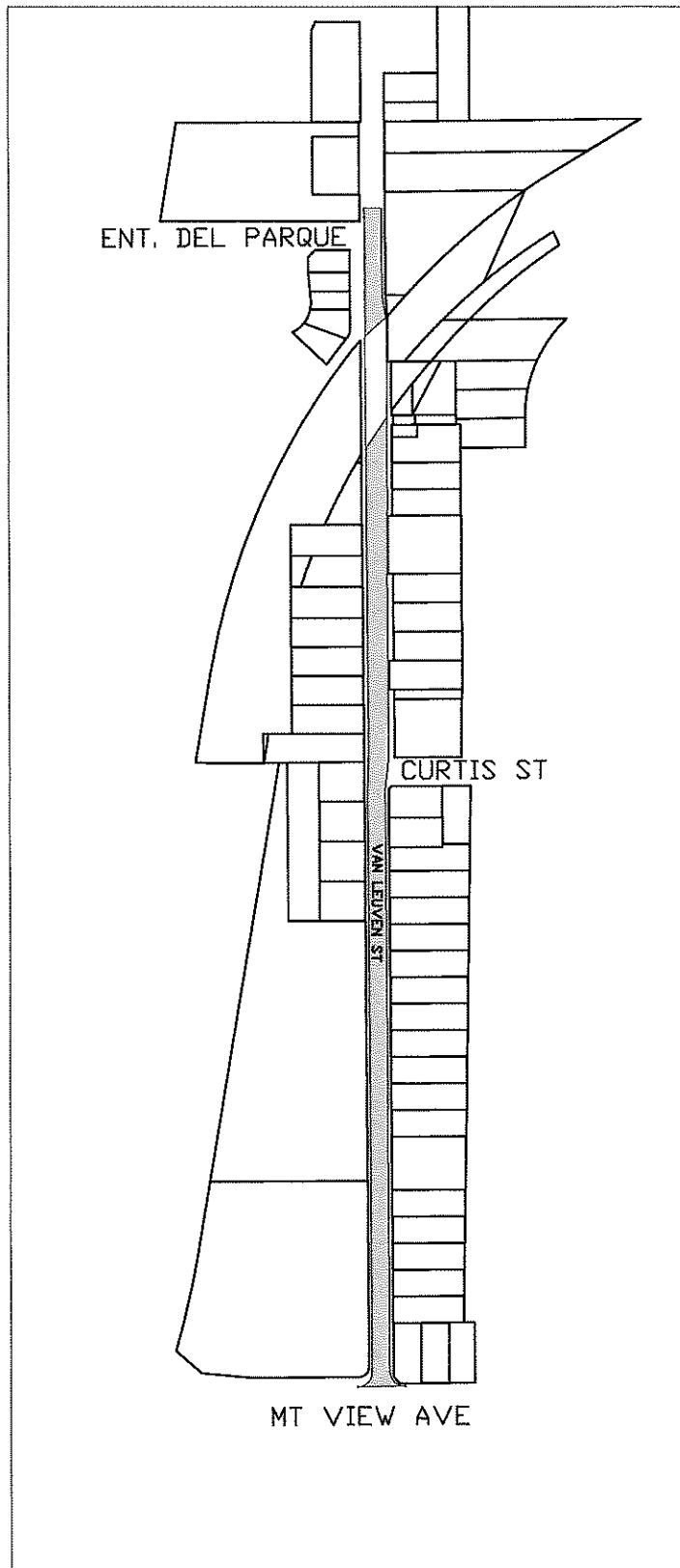
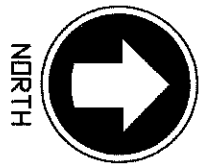


NORTH

CITY OF LOMA LINDA
PAVEMENT REHABILITATION AT VARIOUS LOCATIONS (FY2023)
CIP 23-115



NORTH



Pavement Rehabilitation at Various locations 2023 CIP 23-115				Engineer's Estimate		All American Asphalt	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$50,000.00	\$50,000.00	\$43,500.00	\$43,500.00
2	Traffic Control	L.S.	1	\$20,000.00	\$20,000.00	\$41,000.00	\$41,000.00
3	Colding Milling 0.1' Thick	S.Y.	36,200	\$1.80	\$65,160.00	\$3.11	\$112,582.00
4	ARHM Pavement	TON	8,150	\$120.00	\$978,000.00	\$120.00	\$978,000.00
5	R&R Traffic signal loops	EA.	7	\$290.00	\$2,030.00	\$700.00	\$4,900.00
6	Adjust MH to grade	EA.	98	\$550.00	\$53,900.00	\$610.00	\$59,780.00
7	Adjust water valve to grade	EA.	136	\$150.00	\$20,400.00	\$80.00	\$10,880.00
8	R&R Pavement	S.F.	14,200	\$10.00	\$142,000.00	\$7.18	\$101,956.00
9	R&R 8"PCC	S.F.	3,185	\$30.00	\$95,550.00	\$17.00	\$54,145.00
10	Creak sealing	L.S.	1	\$20,000.00	\$20,000.00	\$48,600.00	\$48,600.00
11	Detail 12, 4" white lane line	L.F.	163	\$0.50	\$81.50	\$3.00	\$489.00
12	Detail 22, 4" Double yellow, C.L.	L.F.	4,550	\$1.00	\$4,550.00	\$1.92	\$8,736.00
13	Detail 9, Lane line	L.F.	245	\$1.00	\$245.00	\$3.00	\$735.00
14	Detail A24D, "DIP"	EA.	3	\$200.00	\$600.00	\$220.00	\$660.00
15	Detail A24C, "35"	EA.	4	\$80.00	\$320.00	\$200.00	\$800.00
16	Detail A24A , Arrow LT and RT	EA.	4	\$80.00	\$320.00	\$200.00	\$800.00
17	Detail A24D, "STOP" and bar	EA.	29	\$200.00	\$5,800.00	\$200.00	\$5,800.00
	Total				\$1,458,956.50		\$1,473,363.00

Pavement Rehabilitation at Various locations 2023 CIP 23-115

				Hardy & Harper		Onyx Paving Co., Inc.	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$24,060.00	\$24,060.00	\$27,142.00	\$27,142.00
2	Traffic Control	L.S.	1	\$77,000.00	\$77,000.00	\$111,000.00	\$111,000.00
3	Colding Milling 0.1' Thick	S.Y.	36,200	\$2.60	\$94,120.00	\$2.72	\$98,464.00
4	ARHM Pavement	TON	8,150	\$119.00	\$969,850.00	\$127.00	\$1,035,050.00
5	R&R Traffic signal loops	EA.	7	\$680.00	\$4,760.00	\$1,000.00	\$7,000.00
6	Adjust MH to grade	EA.	98	\$510.00	\$49,980.00	\$645.00	\$63,210.00
7	Adjust water valve to grade	EA.	136	\$50.00	\$6,800.00	\$200.00	\$27,200.00
8	R&R Pavement	S.F.	14,200	\$10.20	\$144,840.00	\$7.27	\$103,234.00
9	R&R 8"PCC	S.F.	3,185	\$22.00	\$70,070.00	\$30.00	\$95,550.00
10	Creak sealing	L.S.	1	\$72,450.00	\$72,450.00	\$37,000.00	\$37,000.00
11	Detail 12, 4" white lane line	L.F.	163	\$2.00	\$326.00	\$3.00	\$489.00
12	Detail 22, 4" Double yellow, C.L.	L.F.	4,550	\$2.70	\$12,285.00	\$2.72	\$12,376.00
13	Detail 9, Lane line	L.F.	245	\$2.00	\$490.00	\$3.00	\$735.00
14	Detail A24D, "DIP"	EA.	3	\$184.00	\$552.00	\$250.00	\$750.00
15	Detail A24C, "35"	EA.	4	\$184.00	\$736.00	\$250.00	\$1,000.00
16	Detail A24A , Arrow LT and RT	EA.	4	\$184.00	\$736.00	\$250.00	\$1,000.00
17	Detail A24D, "STOP" and bar	EA.	29	\$205.00	\$5,945.00	\$200.00	\$5,800.00
	Total				\$1,535,000.00		\$1,627,000.00

Pavement Rehabilitation at Various locations 2023 CIP 23-115

				Matich Corp.		Vance Corp.	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$114,000.83	\$114,000.83	\$67,000.00	\$67,000.00
2	Traffic Control	L.S.	1	\$87,000.00	\$87,000.00	\$90,000.00	\$90,000.00
3	Colding Milling 0.1' Thick	S.Y.	36,200	\$2.53	\$91,586.00	\$3.55	\$128,510.00
4	ARHM Pavement	TON	8,150	\$125.00	\$1,018,750.00	\$128.50	\$1,047,275.00
5	R&R Traffic signal loops	EA.	7	\$690.00	\$4,830.00	\$735.00	\$5,145.00
6	Adjust MH to grade	EA.	98	\$520.00	\$50,960.00	\$520.00	\$50,960.00
7	Adjust water valve to grade	EA.	136	\$83.00	\$11,288.00	\$75.00	\$10,200.00
8	R&R Pavement	S.F.	14,200	\$12.80	\$181,760.00	\$11.00	\$156,200.00
9	R&R 8"PCC	S.F.	3,185	\$14.00	\$44,590.00	\$26.00	\$82,810.00
10	Creak sealing	L.S.	1	\$48,000.00	\$48,000.00	\$61,000.00	\$61,000.00
11	Detail 12, 4" white lane line	L.F.	163	\$2.64	\$430.32	\$2.65	\$431.95
12	Detail 22, 4" Double yellow, C.L.	L.F.	4,550	\$1.90	\$8,645.00	\$1.90	\$8,645.00
13	Detail 9, Lane line	L.F.	245	\$2.53	\$619.85	\$2.50	\$612.50
14	Detail A24D, "DIP"	EA.	3	\$216.00	\$648.00	\$215.00	\$645.00
15	Detail A24C, "35"	EA.	4	\$200.00	\$800.00	\$200.00	\$800.00
16	Detail A24A , Arrow LT and RT	EA.	4	\$200.00	\$800.00	\$200.00	\$800.00
17	Detail A24D, "STOP" and bar	EA.	29	\$200.00	\$5,800.00	\$200.00	\$5,800.00
	Total				\$1,670,508.00		\$1,716,834.45

Pavement Rehabilitation at Various locations 2023 CIP 23-115

LCR Earthwork & Eng. Corp.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$95,000.00	\$95,000.00
2	Traffic Control	L.S.	1	\$65,000.00	\$65,000.00
3	Colding Milling 0.1' Thick	S.Y.	36,200	\$4.50	\$162,900.00
4	ARHM Pavement	TON	8,150	\$132.00	\$1,075,800.00
5	R&R Traffic signal loops	EA.	7	\$1,500.00	\$10,500.00
6	Adjust MH to grade	EA.	98	\$950.00	\$93,100.00
7	Adjust water valve to grade	EA.	136	\$250.00	\$34,000.00
8	R&R Pavement	S.F.	14,200	\$6.50	\$92,300.00
9	R&R 8"PCC	S.F.	3,185	\$35.00	\$111,475.00
10	Creak sealing	L.S.	1	\$43,000.00	\$43,000.00
11	Detail 12, 4" white lane line	L.F.	163	\$3.25	\$529.75
12	Detail 22, 4" Double yellow, C.L.	L.F.	4,550	\$3.64	\$16,562.00
13	Detail 9, Lane line	L.F.	245	\$3.12	\$764.40
14	Detail A24D, "DIP"	EA.	3	\$357.50	\$1,072.50
15	Detail A24C, "35"	EA.	4	\$292.50	\$1,170.00
16	Detail A24A , Arrow LT and RT	EA.	4	\$260.00	\$1,040.00
17	Detail A24D, "STOP" and bar	EA.	29	\$455.00	\$13,195.00
	Total				\$1,817,408.65

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of August hereinafter called City, and

All American Asphalt, hereinafter called CONTRACTOR.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to perform and complete in a workmanlike manner all work required under the Project Specifications entitled:

PAVEMENT REHABILITATION AT VARIOUS LOCATIONS (CIP 23-115)

In accordance with the Specifications and Drawings therefor, to furnish at his own expense all labor, materials, equipment, tools, and services necessary therefor, except such materials, equipment, and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement and the said Specifications and Drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Specifications and Drawings, said City will pay and said Contractor shall receive, in full compensation therefor, the price(s) named in the Bidding Schedule.

ARTICLE III: The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: The Notice Inviting Bids, Instructions to Bidders, proposal, Certificate of Non Discrimination by Contractors, Noncollusion Affidavits, Specifications, Drawings, and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE CITY OF LOMA LINDA, CALIFORNIA
(CITY)

BY: _____

ATTEST:

BY: _____ SEAL
City Clerk

Contractor

BY: _____
(Signature)

(Title)

ATTEST:

BY: _____
(Signature)

(Title)

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 10



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

SUBJECT: Award Contract for Pavement Rehabilitation by Slurry Seal Method – Various Locations (CIP 23-116)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council award the contract for pavement rehabilitation by slurry seal method at various locations to Doug Martin Contracting Company, Inc. of La Habra, CA in the amount of \$94,956.00 and authorize a contingency allocation of \$9,500. City staff will provide inspection and project management.

BACKGROUND:

This project is included in the approved Capital Improvement Program listed in the annual budget. Generally, this is pavement rehabilitation by slurry seal method at various locations utilizing Bond proceeds and Measure I funding

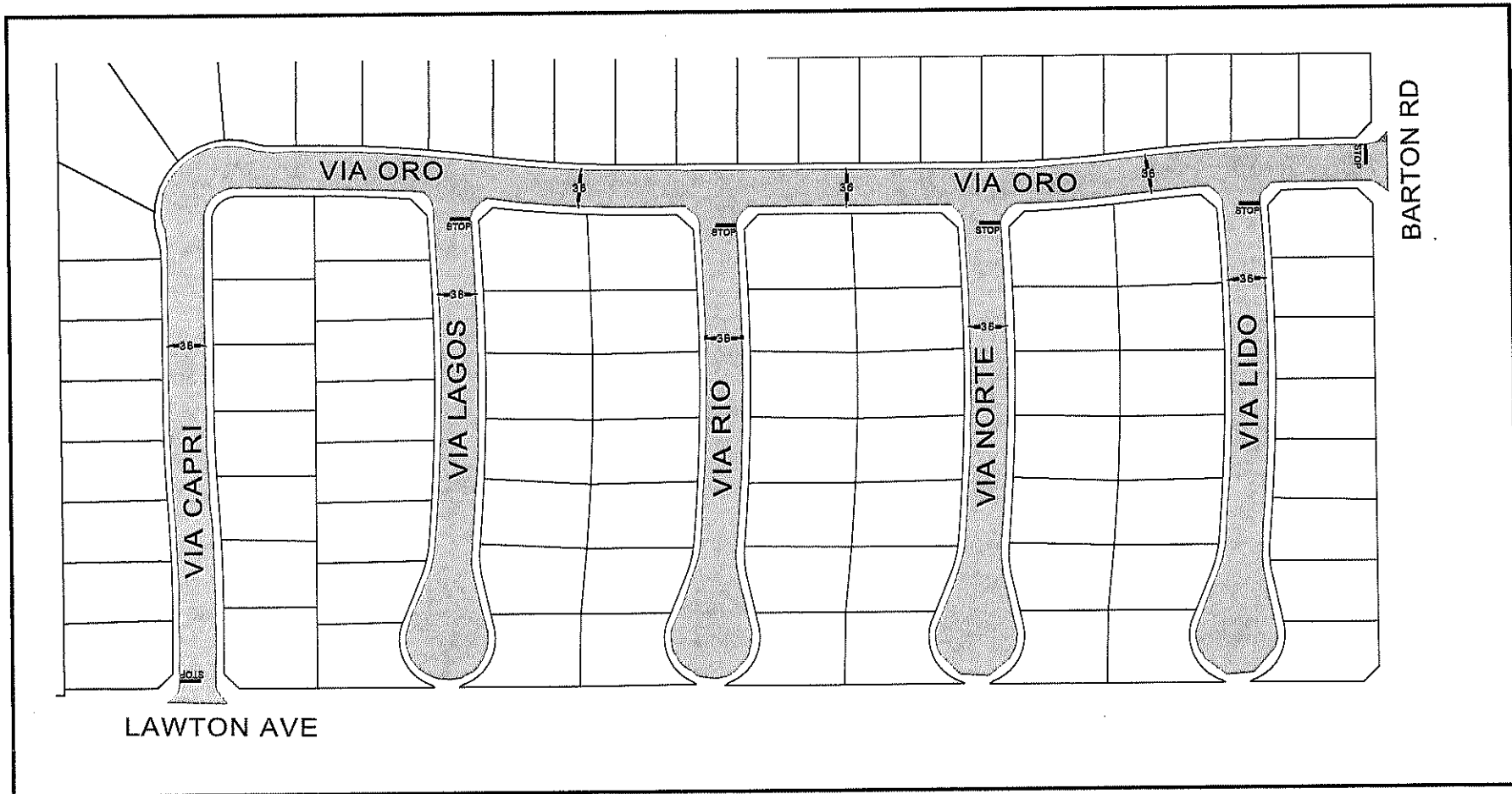
ANALYSIS:

Five (5) bids were received and publicly opened on August 1, 2023. Bids ranged from a low of \$94,956.00 to a high of \$146,800 (see attached bid summary). The low bidder, Doug Martin Contracting Company, Inc. of La Habra, CA, has been checked for references and found to be satisfactory. This contractor has performed satisfactorily on similar projects. It is not unusual for a project to change the quantities of work or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Staff recommends an allocation of $\pm 10\%$ of the construction amount (\$9,500.00) for a contingency allocation.

FINANCIAL IMPACT:

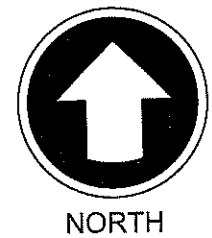
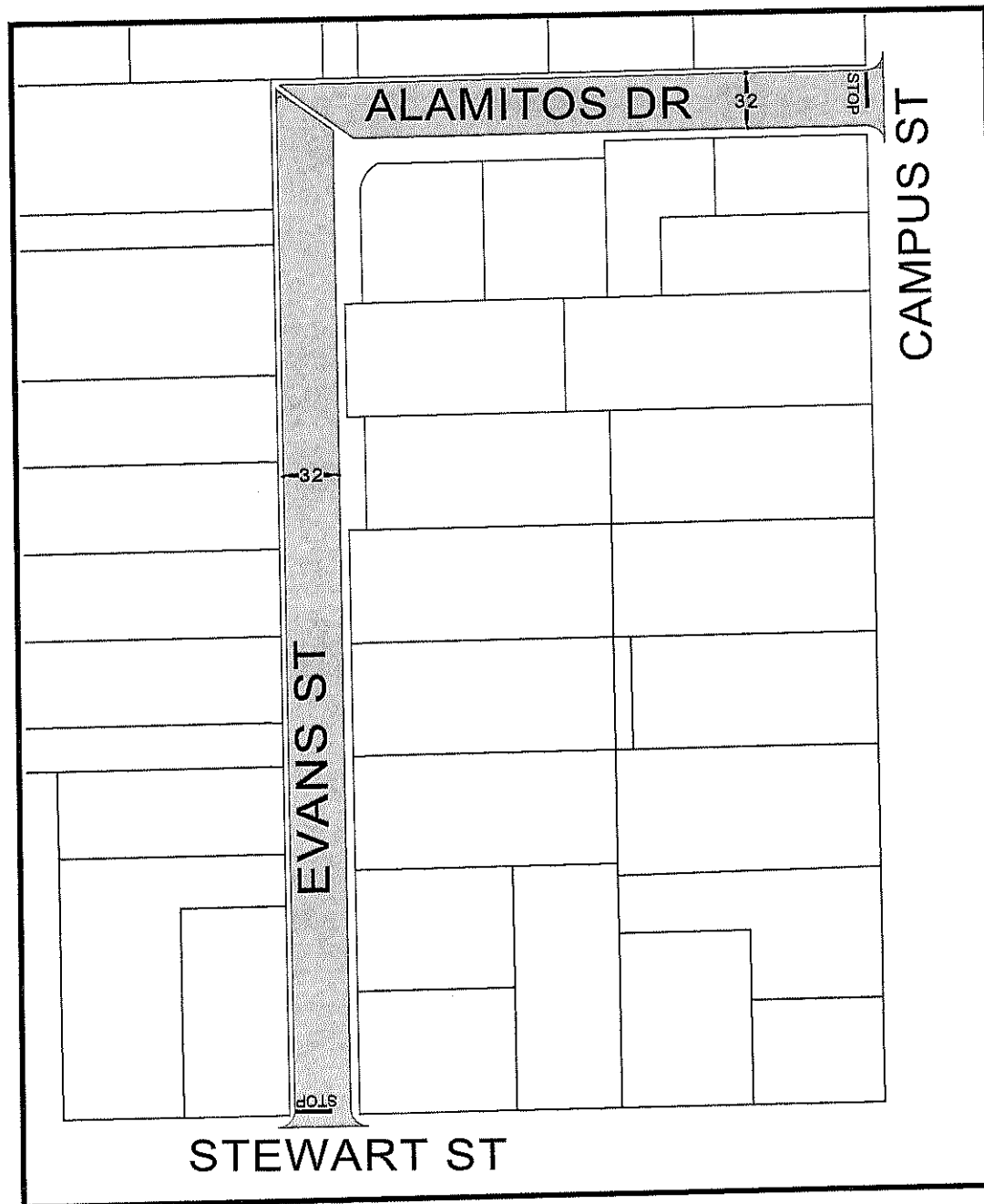
Funding is available in Account No. 3452400-58500, Bond Proceeds and Account No. 1265340-58500, Measure I.

TOTAL AREA: 142,960 SF



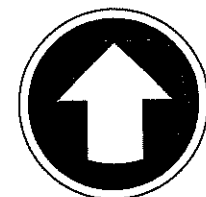
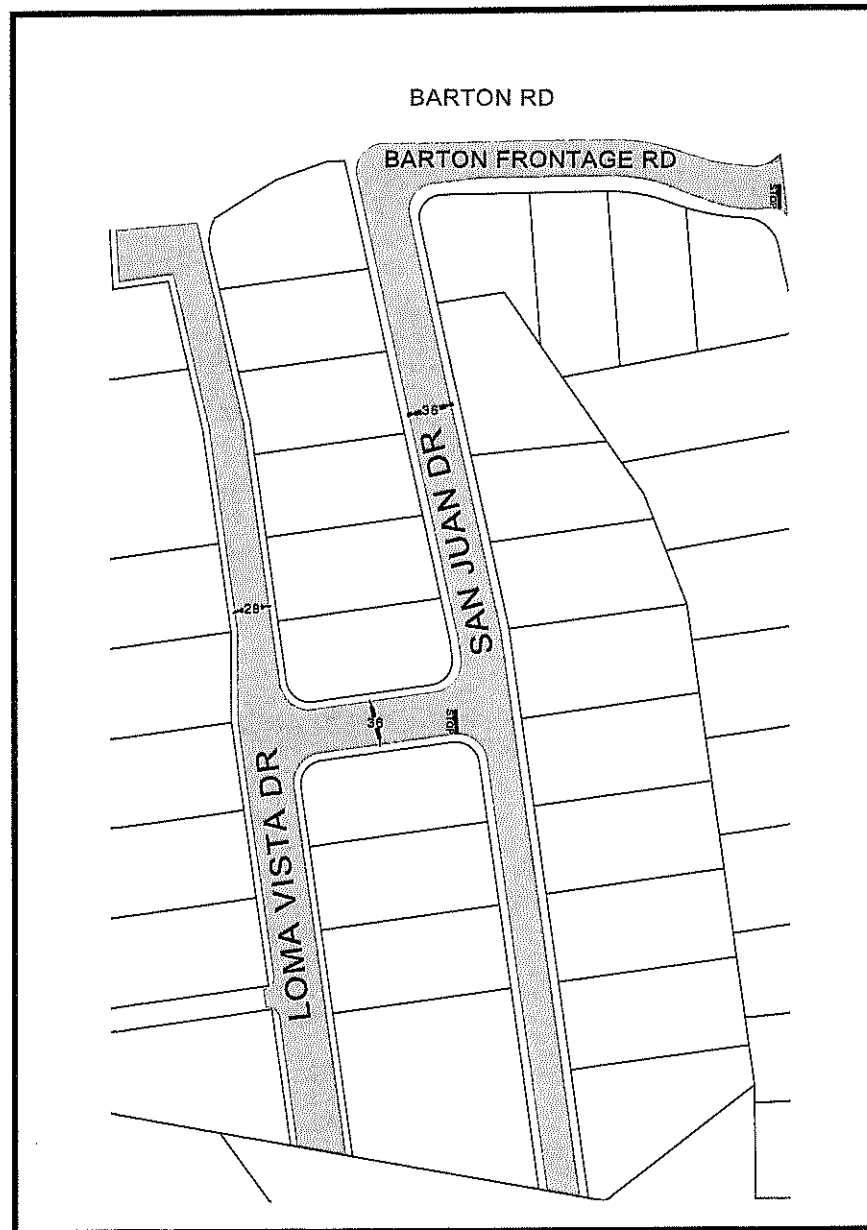
CITY OF LOMA LINDA
PAVEMENT REHABILITATION BY SLURRY SEAL METHOD AT VARIOUS LOCATIONS (FY2023)
CIP 23-116

TOTAL AREA: 29,159 SF



NORTH

TOTAL AREA: 74,003 SF



NORTH

City of Loma Linda

Pavement Rehab by Slurry Seal 2023 CIP 23-116				Engineer's Estimate		Doug Martin Contracting		American Asphalt South	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00
2	Traffic Control	L.S.	1	\$8,000.00	\$8,000.00	\$1,900.00	\$1,900.00	\$6,000.00	\$6,000.00
3	Crack Sealing	L.S.	1	\$10,000.00	\$10,000.00	\$23,100.00	\$23,100.00	\$12,685.00	\$12,685.00
4	Slurry Seal Type II	TON	200	\$300.00	\$60,000.00	\$309.73	\$61,946.00	\$291.85	\$58,370.00
5	STOP Legend and Bar	EA.	10	\$300.00	\$3,000.00	\$601.00	\$6,010.00	\$605.00	\$6,050.00
				TOTAL	\$89,000.00		\$94,956.00		\$98,105.00

Pavement Rehab by Slurry Seal 2023 CIP 23-116				Roy Allen, Inc.		Pavement Coatings Co.		All American Asphalt	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$28,000.00	\$28,000.00
2	Traffic Control	L.S.	1	\$2,720.00	\$2,720.00	\$14,250.00	\$14,250.00	\$18,000.00	\$18,000.00
3	Crack Sealing	L.S.	1	\$16,940.00	\$16,940.00	\$14,000.00	\$14,000.00	\$18,000.00	\$18,000.00
4	Slurry Seal Type II	TON	200	\$396.67	\$79,334.00	\$388.00	\$77,600.00	\$380.00	\$76,000.00
5	STOP Legend and Bar	EA.	10	\$960.00	\$9,600.00	\$595.00	\$5,950.00	\$680.00	\$6,800.00
				TOTAL	\$116,594.00		\$121,800.00		\$146,800.00

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of August, 2023, by and between THE CITY OF LOMA LINDA, A MUNICIPAL CORPORATION, hereinafter called City, and

Doug Martin Contracting Company Inc., hereinafter called CONTRACTOR.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to perform and complete in a workmanlike manner all work required under the Project Specifications entitled:

PAVEMENT REHABILITATION BY SLURRY SEAL METHOD AT VARIOUS LOCATIONS (FY 2023)

In accordance with the Specifications and Drawings there for, to furnish at his own expense all labor, materials, equipment, tools, and services necessary there for, except such materials, equipment, and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement and the said Specifications and Drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Specifications and Drawings, said City will pay and said Contractor shall receive, in full compensation there for, the price(s) named in the Bidding Schedule.

ARTICLE III: The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: The Notice Inviting Bids, Instructions to Bidders, proposal, Certificate of Non Discrimination by Contractors, Noncollusion Affidavits, Specifications, Drawings, and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE CITY OF LOMA LINDA, CALIFORNIA
(CITY)

BY: _____

ATTEST:

BY: _____ SEAL
City Clerk

Contractor

BY: _____
(Signature)

(Title)

ATTEST:

BY: _____
(Signature)

(Title)

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 11



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

T. J. T.

SUBJECT: Approve an Appropriation in the Amount of \$15,000 from Storm Drain Fund Balance and Award Contract to Modify the Anderson Way Storm Drain.

RECOMMENDATION:

It is recommended that City Council approve an appropriation in the amount of \$15,000 and award a contract to TK Construction of San Bernardino, California for \$10,000.00 to modify the Anderson Way storm drain.

BACKGROUND:

In March 2019, City Council awarded a contract to TK Construction to install the Anderson Way storm drain system. Subsequent development has occurred in the area necessitating an owner requested relocation of a portion of the storm drain system.

ANALYSIS:

Staff contacted the contractor for the project awarded in 2019 and requested a quote to relocate a portion of the storm drain. He provided a cost to modify the storm drain thereby eliminating any potential conflict. The quote was compared and analyzed with similar projects provided to the City and found to be reasonable. It is not unusual for a project to change the quantities of work or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Staff recommends an allocation of $\pm 10\%$ of the construction amount (\$1,000.00) for a contingency allocation. City staff will provide project management services and contract for construction surveying services.

FINANCIAL IMPACT:

Appropriate \$15,000 into 3095350-58250, Storm Drain, then, funding is available.

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 12



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

SUBJECT: Appropriate \$12,300 from MSART Fund Balance and \$7,700 from Traffic Mitigation Fee Fund Balance and then a Award Contract for Civil Engineering Services for California Street Widening at Mission Road.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council appropriate \$12,300 from MSART Fund Balance and \$7,700 from Traffic Mitigation Fee Fund Balance into account nos. 1275345-58500, MSART, and 312234-58500, Traffic Mitigation and then award a contract for civil engineering services for the subject project to Goodman & Associates of Colton, CA, for an amount of \$18,000.00, and approve a contingency amount of \$1,800.00.

BACKGROUND

The City's transportation element of the General Plan calls for the widening California Street. This is being completed in phases using a combination of MSART, traffic mitigation and developer initiated funding. The current phase is the west side of California from Mission Road north to match recently completed developer installed improvements. This area is not expected to be developed in the foreseeable future.

ANALYSIS

Staff requested quotes from local civil engineers that have done recent work in the area. Goodman & Associates provided a quote of \$18,000 and Joseph E. Bonadiman & Associates, Inc. provided a quote of \$55,000. The lower quote compares favorably and is in line with similar work provided to the City. Our past experience with this vendor has been positive and staff recommends to continue utilizing their services. It is not unusual for a projects to experience the need to change the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Therefore, Staff recommends an allocation of \$1,800.00 ($\pm 10\%$ of contract) for such circumstances.

FINANCIAL IMPACT

Appropriate \$12,300 from MSART Fund Balance and \$7,700 from Traffic Mitigation Fee Fund Balance and then funding is available in Account Nos. 1275345-58500, MSART, and 312234-58500, Traffic Mitigation.



SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of August, 2023, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and Goodman & Associates, a California a corporation/a partnership/a sole proprietor, (hereinafter referred to as "CONTRACTOR").

SERVICES IN THE CITY OF LOMA LINDA

A. RECITALS

1. City has heretofore requested of CONTRACTOR the performance of services with respect to civil engineering services for California Street widening at Mission Road, west side (PROJECT" hereinafter);
2. CONTRACTOR has now submitted its proposal for the performance of such services;
3. CITY desires to retain CONTRACTOR to perform the services necessary to render advice and assistance to CITY relating to the PROJECT;
4. CONTRACTOR represents that it is qualified to perform such services and is willing to perform such services as hereinafter defined.

NOW, THEREFORE, IT IS AGREED by and between CITY and CONTRACTOR as follows:

B. AGREEMENT

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:
 - a. PROJECT: The preparation of all of the necessary documents, and reports with respect to the Scope of Services described herein and hereto, and made a part hereof;
 - b. SCOPE OF SERVICES: Such services as are necessary to be performed by CONTRACTOR in order to complete the WORK as set forth herein in Exhibit "A" attached hereto and incorporated herein by reference;
2. CONTRACTOR agrees as follows:
 - a. CONTRACTOR shall forthwith undertake and complete the PROJECT in accordance herein specified and applicable with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of the CITY.
 - b. CONTRACTOR shall at CONTRACTOR'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such other persons shall be fully qualified to perform services required hereunder.

- c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONTRACTOR within the CITY.
3. CITY agrees as follows:
 - a. To pay to CONTRACTOR a maximum sum of that amount set forth in Exhibit "B" hereto. This sum shall cover the cost of all direct and indirect costs or fees, including the work of employees and consultants of CONTRACTOR. Payment to CONTRACTOR, by CITY, shall be made in accordance with the provisions of Exhibit "B".
 - b. Optional Services: Payments for additional services requested, in writing, by CITY, and not included in the Scope of Services, shall be paid on a compensation basis in accordance with the compensation rates set forth in Exhibit "B". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within 30 days after said invoices are received by CITY.
4. CITY agrees to provide to CONTRACTOR:
 - a. Information and assistance in the Scope of Services, hereto;
 - b. Copies of information, if available, which CONTRACTOR considers necessary in order to complete the Project;
 - c. Such information as is generally available from CITY files applicable to the Project;
 - d. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR'S responsibility to make all initial contact with respect to the gathering of such information.
5. Ownership of Documents: All documents, data, studies, photographs and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and, upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR. CONTRACTOR may, however, make and retain such copies of said documents and materials as CONTRACTOR may desire.
6. Termination: This Agreement may be terminated by CITY upon the giving of written "Notice of Termination" to CONTRACTOR at least ten (10) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated at CONTRACTOR'S applicable hourly rates as set forth in Bid Schedule, on a pro rata basis with respect to the percentage of the PROJECT completed as of the date of termination. CONTRACTOR shall provide to CITY any and all documents, studies, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.
7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in the Paragraph 7. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

8. Definition of Contract Period: The Contract shall be in force from April 11, 2023, until June 30, 2025. Payments for the items in the Bidding Schedule shall be prorated for the portion of the year during which the work is performed. .

CITY: CITY OF LOMA LINDA
Name: T. JARB THAIPEJR, P.E.
Title: CITY MANAGER
Address: 25541 BARTON ROAD, LOMA LINDA, CA 92354

CONTRACTOR: _____
Name: _____
Title: _____
Address: _____

Any such notices, demands, invoices or written communications, by mail, shall be deemed to have been received by the addressee forth-eight (48) hours after deposit thereof in the United States Mail, postage prepaid, and property addressed as set forth above.

9. Insurance:

a) Type of /Required Coverages

Without limiting the indemnity provisions of the Contract, the Contractor shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

Products-Completed Operations: Contractor shall procure and submit to City evidence of insurance for a period of at least three (3) years from the time that all work under this Contract is completed.

- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- 1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract)

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- 2) The policy or policies of insurance required by Section (a)(3) Workers' Compensation shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

d) Waiver of Subrogation

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

e) Evidence of Insurance

The Contractor, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

g) Contractual Liability

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

h) Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

k) Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

10. Indemnification:

- a) Defense, Indemnity and Hold Harmless. Contractor shall defend, indemnify and hold harmless the City, its present and former officers, directors, employees, agents, volunteers, mayor, staff, boards, committee and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses damages, sums or any other matters, threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Contractor herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct or other actions, omissions or conduct of Contractor, including its subcontractors, employees, agents and other persons or entities performing work for Contractor.
- b) Contractual Indemnity. To the fullest extent permitted under California law, Contractor shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Consultant is legally liable, including but not limited to Contractor's officers, agents, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, including all negligent acts or omissions, or intentional misconduct or other actions, omissions to act or conduct of Contractor, including its subcontractors, employees, agents and other persons or entities performing work for Contractor. Indemnification shall include any claim that Contractor or

Contractor's employees or agents, are or may be considered and treated to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Contractor's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

- c) Subcontractors and Indemnification. Contractor agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subcontractor, Sub consultant or other person or entity involved by, for, with, or on behalf of Contractor in the performance of any aspect of this Agreement. In the event Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible for each and every Subcontractor, Subconsultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns or heirs of Contractor and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions and all damages, fines, or penalties or loss of theft to the property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct or other Contractor conduct or activities and/or conduct or activities of Contractor's officers agents independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Contractor further agrees to waive all rights of subrogation against the Indemnified Parties.
- d) City Lost or Damaged Property Theft. Contractor further agrees to pay or cause to be paid for the indemnified parties' benefit for any of this agreement.
- e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Contractor under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Contractor begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Contractor. The indemnity obligations of Contractor shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal.
- f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Contractor shall not be responsible for indemnification for claims or losses caused solely by the negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties, and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
12. Independent Contractor: The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.
13. Compliance With Laws: CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
14. Confidentiality: Information and materials obtained by the CONTRACTOR from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than the performance of this Agreement.
15. Discrimination: The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.
16. Government Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.
19. Contents of Request for Proposals: Contractor is bound by the contents of City's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by Contractor, Exhibit "B" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposal.

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

CONTRACTOR:

CITY:

City of Loma Linda, A Municipal Corporation

By: _____
Typed/Printed Name:

By: _____
Typed/Printed Name:

Title: _____

Title: _____

ATTEST:

Lynette Arreola, City Clerk

APPROVED AS TO FORM:

Diane Robbins, City Attorney

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 13



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

SUBJECT: Award the Bid to Purchase One (1) Ford Explorer Vehicle

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that City Council award the bid to Fritts Ford of Riverside to purchase one (1) Ford Explorer vehicle for a total of \$49,110.43.

BACKGROUND:

City staff constantly monitors, evaluates and analyzes the condition, depreciation and maintenance needs of the City fleet. The vehicle replacement program was included as part of the budget process. This is a replacement of the City Manager's 2017 Ford Explorer.

ANALYSIS:

Vehicle specifications were developed for the needs of the Public Works Department then bids from three (3) local vendors were solicited. All three (3) vendors responded with bids, Fritts Ford of Riverside, is the low bidder with a total of \$49,110.43. Staff compared this quote with bids from prior years and found it to be in line and comparable. The City has previously purchased vehicles from this vendor. The City has checked this vendor and is satisfied with their service commitment and references.

FINANCIAL IMPACT:

The purchase of this vehicle was budgeted in three accounts, split evenly between: 0011200-58210 (City Manager, Automotive Equipment), 4053500-58210 (Sewer Enterprise, Automotive Equipment) & 4657000-58210 (Water Administration, Automotive Equipment).

INFORMAL BID RESULTS

Date: 8/1/23

Project Name/Description: 2023 Ford Explorer XLT White

Account No: 0011200-58210, 4053500-58210 & 4657000-58210

Budgeted Amount: A total of \$55,000 budgeted

PO# _____ Vendor # _____

Project Account No: _____

	Vendor Name	Bid Amount
1.	Fritts Ford	\$49,110.43
2.	Fairview Ford	\$49,571.60
3.	Sunrise Ford	\$51,012.89
4.		
5.		
6.		

Comments:

Signature: T. Dea Date: 8/2/23

Requires City Council Approval: Yes ☒ No ☐ City Council Meeting _____

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 14



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

SUBJECT: Award the Bid to Purchase One (1) Caterpillar Wheel Loader

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that City Council authorize the purchase one (1) Caterpillar Wheel Loader for a total of \$276,005.60.

BACKGROUND:

City staff constantly monitors, evaluates and analyzes the condition, depreciation and maintenance needs of the City equipment. The equipment replacement program was included as part of the budget process. Staff researched cost and found that the government Sourcewell Contract provided the best pricing. This contract is a competitively bid pre-approved negotiated pricing available to government agencies that meets the required competitive bidding process.

ANALYSIS:

Staff compared this quote with pricing from other sources and found it to be in line and best available. The City has previously made purchases using this program and has been satisfied with the resulting process. The City has checked this vendor and is satisfied with their service commitment and references.

FINANCIAL IMPACT:

The purchase of this equipment was budgeted in two accounts, split evenly between: 0013200-58210 (Streets), 4657020-58210 (Water Distribution)



163882-02

July 7, 2023

CITY OF LOMA LINDA
Attention Account Payable
25541 BARTON ROAD
LOMA LINDA, California 92354

SOURCEWELL MEMBER ID# 31322

2023 Sourcewell Contract# 020223-CAT



Attention: VICTOR PUENTES

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 926M Wheel Loader including standard and optional equipment as listed below.

STOCK NUMBER:	SERIAL NUMBER:	YEAR:	SMU:
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We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jose Farias
Machine Sales Representative
Phone 760.399.6404
Email jose.farias@quinncompany.com

One (1) New Caterpillar Inc. Model: 926M Wheel Loader including standard and optional equipment as listed below.

Standard Equipment

POWERTRAIN

Axle seal guards
Auto Idle shut down feature
Cat C7.1ACERT engine
-Power Modes (Standard and Performance)
-Power by Range (High Power in Range 4)
-Tier 4 Final/Stage IV compliant
-Turbocharged and aftercooled
-Filtered crankcase breather
-Diesel particulate filter
-Selective Catalyst Reduction
Coolant protection to -34C (-29F)
Differential lock in front axle
Dry type air cleaner
Enclosed wet disc full hydraulic brakes
Fuel priming pump, automatic
Fuel water separator

Hydraulically driven demand cooling fan
Hydrostatic transmission with electronic control
-Operator Modes (Default, TC, Hystat and Ice)
-Directional Shift Agressiveness (Fast, Medium, Slow)
-Rimpull control, adjust wheel torque
-Creeper control, adjust ground speed
Lubed for life driveshafts
Parking brake, electric
Single plane cooling package wide 6 fins per inch density
S-O-S port, engine, coolant, transmission oil

HYDRAULICS

Automatic lift and bucket kickouts, adjustable in-cab
Bucket and Fork Modes, adjustable in-cab
Cylinder damping at kickout and mechanical end stops
Fine Mode control (Fast, Medium, Slow) in Fork Mode

Hydraulic Response setting (Fast, Medium, Slow)
Hydraulic diagnostic connectors and S-O-S ports
Hydraulic sight gauge, visible
Load sensing hydraulics and steering
Seat mounted hydraulic joystick controls

ELECTRICAL

Alternator, 115-amp, heavy duty
12V power supply in cab (2)
Batteries, 1,000 CCA (2) 24 volt system, disconnect switch
Back up alarm
Emergency shutdown switch
Halogen work lights front and rear, LED

rear stop and turn lights
Heavy duty gear reduction starter
Product Link PRO w/3 year subscription
Remote jump start post
Resettable main and critical function breakers
Roading lights front and rear

OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt
Automatic temperature control
Cab, enclosed ROPS/FOPS pressurized and sound suppressed
Cup holders
External heated mirrors with lower

Interior cab lighting, door and dome
Interior rearview mirrors (2)
Lunch box storage
Operator warning system indicators
Radio ready speakers
Rear window defrost, electric

parabolic
Ground level cab door release
Gauges
-Digital hour meter, odometer and tachometer
-Digital ground speedometer and direction indicator
-Engine coolant temperature gauge
-Fuel and Diesel Exhaust Fluid level indicator
-Hydraulic oil temperature gauge
Hydraulic control lockout

OTHER STANDARD EQUIPMENT

Large-access enclosure doors with adjustable close/open force
Parallel lift loader linkage
Recovery hitch with pin

Seat mounted electronic implement controls, adjustable
Sliding glass on the side windows
Column mounted multi function control -lights, wipers, turn signal
Suspension seat, fabric
Tilt and telescope steering wheel
Tinted front glass
Wet arm wiper/washer, 2-speed and intermittent, front
Wet arm wiper washer, rear

Remote mounted lubrication points
Vandalism protection-lockable compartments

MACHINE SPECIFICATIONS

926M WHEEL LOADER	541-2670
LANE 2 - AVAILABLE FROM CLAYTON FACTORY.	
LANE 3 - AVAILABLE FROM CLAYTON FACTORY.	
Serial Number Prefix W5L.	
LANE 3 ORDER	0P-9003
PREP PACK, UNITED STATES	430-2943
STEERING, STANDARD	430-2996
DIFFERENTIAL, OPEN REAR	333-6529
ENVIRONMENT, STANDARD	536-5320
WEATHER, STANDARD	454-0609
ENGINE	527-0422
HYDRAULICS, 3V, CPLR READY, SL	541-3073
HYDRAULICS, STANDARD, SL	536-5281
LINES, AUX 3RD, STD LIFT	530-1623
JUMPER LINES, AUX 3RD, FUSION	445-4725
LIGHTS, STD, LED	559-0843
LIGHTS, ROADING, LED, RH	541-3067
CAB, DELUXE	549-0451
SEAT, STANDARD	563-5966
RADIO READY, BLUETOOTH,MIC,AUX	378-0951
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES, 20.5R25 MA MS301 * L3	613-2830
FENDERS, STANDARD	366-8148
CTWT, STANDARD, 763LBS, 2 PCS	348-2579
TOOLBOX AUX	491-7922
HYDRAULIC OIL, STANDARD	619-8443
SERIALIZED TECHNICAL MEDIA KIT	421-8926
WARNING, BEACON, LED STROBE	333-1425
SIDE MIRROR, RH	482-5167
GUARD, POWERTRAIN, LOWER	349-8165
GUARD, CRANKCASE	349-8163
QUICK COUPLER, FUSION	536-5313
BUCKET-MP, 2.7 YD3, FUS (4-1 BUCKET)	362-0902

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE
 Extended Coverage: 926-36 MO/1500 HR PREMIER
 CSA 36 MO / 1,500 HOURS PARTS ONLY (INCLUDES SOS) (QUINN CVA)

SELL PRICE	\$337,035.78
SOURCEWELL DISCOUNT (24%)	(\$80,888.59)
FREIGHT, PREP	\$3,200.00
NET BALANCE DUE	\$256,147.19
TIRE FEE	\$7.00
SALES TAX (7.75%)	\$19,851.41
AFTER TAX BALANCE	\$276,005.60

2023 Sourcewell Contract# 020223-CAT

INCLUDES FOLLOWING SERVICE WITH PURCHASE

- 36 Months / 1500 Hours Full Machine Warranty
- 36 Months / 1500 Hours CSA Preventative maintenance *(PM Filters Only will be shipped to customer every 500hrs)*
- 36 Months Vision Link Online Access – *(Equipment Management which allows you to track hours, location, idle time, asset status and fault codes.)*
- Free Training by Certified Demo Operator: *(will take 2-3 hours when machine arrives to go over all functions and features as well as daily inspections)*
- Service & Parts *(Online Access)*
- Free Delivery to City of Loma Linda Location

F.O.B/TERMS:
 Loma Linda

Accepted by _____ on _____

 Signature

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 15



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

FROM: Kyle MacGavin, Information Systems Analyst III (Through Channels)

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Award Contract to Synoptek for Managed Cyber Security Services for \$114,609.72

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council award the contract for managed cyber security services to Synoptek for the amount of \$114,609.72.

BACKGROUND:

Cyber security is the main concern for information systems departments of every organization. With ever-growing and evolving digital threats, it is impossible for smaller organizations to stay on the edge of cyber security without third party support. The City has been utilizing a Cyber-Security Operations Center (SOC) for the last year to stay ahead of threats. The City has benefitted from SOC protection, but has decided to move on from its current vendor due to pricing.

ANALYSIS:

The City utilized a service called PRISIM-Risk which pre-negotiates pricing on multiple services. PRISIM-Risk provided Synoptek as a vendor for managed cyber security services at a rate lower than the City's current SOC provider. Synoptek's service agreement has been reviewed by the city attorney.

FINANCIAL IMPACT:

Funds have been budgeted for FY 2023-2024 and are allocated to the 51830 (Contractual Agreements) citywide accounts.

ATTACHMENT

A. Service Agreement



19520 Jamboree Rd #110
Irvine, CA 92612
(888) 796-6783

Master Services Agreement

This Master Services Agreement ("MSA"), together with all exhibits and attachments hereto, and any Service Orders or Change Orders issued by the Parties hereunder (collectively, this "Agreement"), dated as of June 30, 2023 (the "Effective Date"), is by and between Synoptek, LLC, a California limited liability company (together with its Affiliates, "Synoptek" or "Company") and City of Loma Linda (together with its Affiliates), with offices located at 25541 Barton Road Loma Linda CA 92354 "Customer," and, together with Company, the "Parties". "Affiliate" of a Party means any corporation, partnership, joint venture, limited liability company, association or other entity that directly or indirectly, controls, is controlled by, or is under common control with, such Party. This Agreement sets forth the terms and conditions under which Company shall provide Customer with professional services, such as consulting, application development, integration, design, installation, configuration, support and project management services ("PS"), managed services, such as ongoing monitoring, maintenance, administration or support services (collectively, "MS," and, together with PS, the "Services"), and/or sell hardware or software products, or licenses thereto ("Products").

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

MASTER TERMS

ARTICLE ONE: SERVICE ORDERS; CHANGE ORDERS

1.1 Service Orders. Company shall provide Services to Customer as described in each Service Order in accordance with the terms and conditions of this Agreement. The Parties may enter into any number of Service Orders. "Service Order" means a document, such as a statement of work, which is subject to the terms of this Agreement, and defines the MS or PS to be performed hereunder, and may include: (a) a description of Services to be performed by Company; (b) the anticipated start date of Services and the term of such Service Order; (c) the names of the Parties' key personnel to serve as primary points of contact for administration of Services; (d) the fees to be paid to Company under the Service Order; (e) the project implementation plan, including a timetable, if applicable; and (f) any other terms agreed upon by the Parties in connection with Services. Company shall use commercially reasonable efforts to meet any anticipated start date of Services set forth in a Service Order.

1.2 Change Orders. If Customer would like to materially change the scope or performance of existing Services, it shall submit the details of its request to Company in writing. Company shall, within a reasonable time, provide to Customer in writing: (a) the estimated time to implement the change, and (b) any variations to the fees and other charges for Services. Promptly after the receipt of the written estimate, the Parties shall agree in writing on the terms of such change, which shall be documented in a Change Order. "Change Order" means any document executed by the Parties amending a previously executed Service Order to reflect revisions to the scope of work and/or charges set forth therein. Neither Party shall be bound by any Customer change request or a Change Order unless mutually agreed upon in writing (email and tickets are sufficient). If the term for any Change Order executed by the Parties is longer than the term of the underlying Service Order, the term of the Change Order shall automatically replace the term of the initial Service Order, unless otherwise specified in writing by the Parties. If no term is specified in the Change Order, it shall be coterminous with the initial Service Order.

1.3 Acceptance of Services. Once Company renders a Service or Deliverable, Customer has thirty (30) days to determine whether

such Service or Deliverable complies in all material respects with the requirements of the Service Order (the "Inspection Period"). If Customer rejects a Service or Deliverable within the Inspection Period, Customer shall provide Company with a written list of items to be corrected, and Company shall promptly commence, at no additional charge, reasonable efforts to complete the necessary corrections, repairs, replacements and/or modifications to comply with the terms of the Service Order. If Company is unable to reasonably correct any deficiencies, Customer shall receive a credit for the fees paid for the deficient Service or Deliverable. If Customer fails to reject any Service or Deliverable during the Inspection Period, Customer accepts such Service or Deliverable in its entirety, and hereby waives all right to contest or reject such Service or Deliverable in the future.

ARTICLE TWO: COMPANY OBLIGATIONS

2.1 General. Company shall: (a) assign personnel with the skill, experience and qualifications necessary to perform the Services in a skilled and workmanlike manner; (b) before the start date of Services, obtain, and during the Term maintain, necessary licenses and consents applicable to the provision of Services; (c) comply with all laws including, without limitation, California Consumer Privacy Act ("CCPA"), California Privacy Rights Act ("CPRA"), General Data Protection Regulation ("GDPR") where applicable ("Applicable Laws") and per Customer's instruction; (d) maintain complete and accurate records relating to the provision of Services by Company; and (e) compensate Company personnel, including, if applicable, withholding income taxes, and the payment and withholding of social security and other payroll taxes and employee benefits.

2.2 Customer Data; Security. "Customer Data" means all data that is submitted or provided to Company by Customer in connection with the Services and that is processed, derived or produced in connection with the Services. Customer Data may include information relating to an identified or identifiable individual, which is protected similarly as personal data, personal information, or similar terms as defined under Applicable Laws (collectively, "Personal Data"). Customer retains all right, title and interest in and to Customer Data. Company may use Customer Data for purposes of performing its obligations herein, including



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Irvine, CA 92612
(888) 796-6783

Master Services Agreement

providing analytic reports to Customer. Customer Data is maintained using Industry standard administrative, physical, organizational, and technical safeguards that are reasonably designed to provide for the protection of the security, confidentiality, and integrity of Customer Data. Company's security safeguards include means for preventing access, use, alteration, or disclosure of Customer Data by unauthorized individuals. For purposes of compliance frameworks and legal obligations, Company does not determine the purpose of processing Customer's personal information.

ARTICLE THREE: CUSTOMER OBLIGATIONS

3.1 General. Customer shall: (a) cooperate with Company in all matters relating to the Services; (b) provide access to Customer's systems, network, premises, and such office accommodation and other facilities as may be necessary to perform the Services; (c) respond promptly to Company requests for direction, information, approvals, authorizations, or decisions that are necessary for Company to perform the Services; (d) support the Services in all reasonable technical, administrative, and commercial ways; (e) provide Company with all information and credentials necessary to perform the Services; (f) complete a quarterly Net Promoter Score survey upon Company request; and (g) at all times during the Term maintain all necessary licenses and consents, and comply with all Applicable Laws. If Customer is a Covered Entity or Business Associate for purposes of HIPAA, Customer is responsible for informing Company of its status, otherwise Company is not responsible for any unauthorized third party or Customer employee access to facility or data. Customer further acknowledges and agrees that certain third parties with whom Company conducts business for the provision of Services may require end users, such as Customer, to agree with terms and conditions from time to time. Customer is responsible to comply with such third party terms and conditions and is responsible for third party licensing, materials, and costs, or, upon Customer's refusal, the applicable Services or Service Orders hereunder may be terminated by Company.

3.2 Customer Equipment; Software Licensing. All Customer Equipment shall be Customer's sole responsibility. "Customer Equipment" means any equipment, systems, cabling, facilities, networks, servers, software, applications, other real or personal property provided by Customer, or Product procured by Company on behalf of Customer, as applicable, and used directly or indirectly in the provision of the Services. Any damage or delay caused by the non-provision or failure or malfunction of Customer Equipment shall be the sole responsibility of Customer. Company shall have no obligations or liability under this Agreement with respect to any Losses (as defined below) related to any Customer Equipment unless such Losses were a direct result of Company's gross negligence. Customer shall ensure that all Customer Equipment is in good working order, suitable for the purposes for which it is used, properly maintained, and conform to standard industry practices. Company may identify and recommend certain equipment to

Customer which meets standard industry practices and permits Synoptek to reasonably perform the Services. Company may refuse to provide Services in the event Customer Equipment fails to meet standard industry practices. Company's willingness to perform Services on Customer Equipment is not an endorsement of the quality, security, or adequacy of such Customer Equipment. Customer shall be responsible for any software licensing as may be required by software licensing agreements set by software manufacturers.

3.3 Service Delays. If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, including violation of Section 3.2, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

ARTICLE FOUR: FEES AND EXPENSES; PAYMENT TERMS

4.1 Payment for Services. In consideration of the provision of Services by Company and the rights granted to Customer hereunder, Customer shall pay the fees set forth in the applicable Service Order, and as further detailed in the attachment(s) hereto.

4.2 Incidental Expenses. Customer shall (a) reimburse Company, at Company's cost, for all actual, documented, and reasonable travel, lodging, transportation, meals and other out-of-pocket expenses incurred by Company in connection with the performance of Services; and/or (b) provide a per diem fee, to be agreed upon by the Parties, to Company personnel performing Services at Customer premises, in accordance with the terms of this Article 4.

4.3 Payment Terms. Customer shall pay all Invoiced amounts due to Company within forty five (45) days of the date of Customer's Invoice (the "Due Date"), except for any amounts disputed by Customer in good faith in accordance with Section 4.5. A dispute regarding a portion of an Invoice shall not relieve Customer of the obligation to timely pay any undisputed portions. All payments shall be in U.S. dollars and made by check or wire transfer.

4.4 Taxes. Customer shall be responsible for all sales, use and excise taxes, value-added tax (VAT), and any other similar taxes, duties, and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer. Any such taxes, duties and charges currently assessed or which may be assessed in the future, that are applicable to the Services are for the Customer's account, and Customer hereby agrees to pay such taxes; *provided*, that in no event shall Customer pay or be responsible for any taxes with respect to Company's income, revenues, gross receipts, personnel, or real or personal property or



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Irvine, CA 92612
(888) 796-6783

Master Services Agreement

other assets. If applicable, Customer is responsible to present its tax exemption certificate to Company.

4.5 Disputed Payments. Customer shall provide Company with written notice of any disputed payment amounts by emailing AR@synoptek.com prior to the Due Date of such amount(s), and hereby waives all right to contest such amounts once the Due Date has lapsed. Upon receipt of Customer's notice, the Parties shall work in good faith to reach a mutually acceptable resolution as to the disputed amount(s). Interest and penalties shall not accrue on disputed amounts; *provided*, however, that if the Parties reach a resolution in regards to the disputed amounts and Customer does not satisfy its payment obligations thereunder within thirty (30) days of the date of such resolution, then Customer shall be in default hereunder and subject to fees set forth in Section 4.6.

4.6 Late Payments; Suspension of Services. A service charge equal to the lesser of 1.5% per month (accruing monthly) or the maximum rate allowed under applicable law shall be assessed on all undisputed amounts not received by Company by the Due Date ("Late Payments"). Additionally, Customer shall pay all reasonable collection costs incurred by Company in its efforts to collect Late Payments. If within thirty (30) days after the Due Date, Customer fails to pay or dispute any invoice, and until Company receives Customer's Late Payments and all related charges thereto, Company may, without limitation to its other rights and remedies, (i) refuse to accept any additional orders for Services and/or Product; (ii) restrict Customer's access to all or any of the Services; and/or (iii) suspend performing Services or further shipment of Product, until the Customer has paid all undisputed past due amounts and charges related thereto. Company will notify Customer, in writing, of its intention to suspend, and such suspension may take place five (5) days after notice of suspension if all past due amounts are not paid in full. In the event Company suspends the Services under this Section, Company shall have no liability for delays or damages incurred by Customer or any third party related to such suspension, and no Service interruption shall be deemed to have occurred, if applicable. If Customer fails to pay undisputed amounts and Late Payments, Company may terminate this Agreement and/or Service Order(s) in addition to availing itself of any other remedies available to Company at law and in equity.

ARTICLE FIVE: TERM; TERMINATION

5.1 Term. The term of this MSA shall commence on the Effective Date and continue in full force and effect until expiration or termination by either Party pursuant to the terms and conditions herein ("Term"). The term for specific Services shall be set forth in a Service Order. This MSA shall not terminate so long as any Service Order remains in effect.

5.2 Termination. Either Party may terminate for cause this MSA or any Service Order, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (a)

materially breaches this Agreement and does not cure such breach within thirty (30) days after receipt of written notice of such breach; or (b)(i) becomes insolvent or admits its inability or unwillingness to pay its invoices and debts generally as they become due; (ii) becomes subject to any proceeding under any bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination for convenience terms are governed by the type of Service (MS or PS) as further detailed in the attachment(s) hereto.

5.3 Effects of Termination. Upon termination of this Agreement for any reason: (a) Company shall deliver to Customer all Deliverables (as defined below) for which Customer has paid and all Customer materials in its possession; (b) Customer shall promptly return all materials to Company, including Company equipment located at Customer's premises, and pay in full all amounts due to Company for Services rendered through the effective date of termination and, if applicable, any amounts due pursuant to Section 16.4; (c) each Party shall (i) permanently delete all of the other Party's Confidential Information from its computer systems, except that Company shall have the right to retain any copies automatically created and maintained in accordance with Company's electronic back-up standard operating procedures, or (ii) upon the other Party's request, return to the other Party all documents and tangible materials (and any copies) containing the other Party's Confidential Information, and each Party may (iii) request the other Party certify in writing that such Confidential Information has been destroyed hereunder; and (d) Services including any third-party services delivered through Company shall automatically terminate immediately upon termination, unless otherwise agreed in writing by the Parties.

ARTICLE SIX: CONFIDENTIALITY

6.1 Confidential Information. "Confidential Information" means any information that is treated as confidential by a Party, including, but not limited to, all non-public information about its business affairs, Products or Services, Intellectual property, trade secrets, finances, pricing, system and organizational controls, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form of media, and whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that is (a) already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known to the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party;



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Irvine, CA 92612
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Master Services Agreement

or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such Information. "Disclosing Party" means a Party that discloses Confidential Information under this Agreement. "Receiving Party" means a Party that receives or acquires Confidential Information directly or indirectly under this Agreement.

6.2 Receiving Party's Obligations. Receiving Party shall keep confidential and not divulge Disclosing Party Confidential Information to any third parties except to persons who have a need to know such Information in connection with this Agreement and who have agreed in writing to be bound by provisions no less restrictive than those contained herein. Receiving Party shall use Disclosing Party's Confidential Information only for the purposes of performing its obligations under this Agreement and shall immediately notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of Disclosing Party's Confidential Information. Receiving Party shall use the same degree of care in protecting Disclosing Party's Confidential against unauthorized disclosure as it affords its own Confidential Information, but in no event less than a reasonable standard of care.

6.3 Compelled Disclosure. If Receiving Party becomes legally compelled to disclose any Disclosing Party Confidential Information, Receiving Party shall provide: (a) prompt written notice, if legally permissible, of such requirement to Disclosing Party so that Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order. If, after providing such notice and assistance, Receiving Party remains required by law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which Receiving Party is legally required to disclose.

6.4 Remedies. Each Party acknowledges that any breach of the provisions of this Article 6 may result in serious and irreparable harm to the non-breaching Party for which the non-breaching Party may not be adequately compensated. Each Party agrees, therefore, that in addition to any other remedy in law or equity, the non-breaching Party shall be entitled to seek specific performance of the obligations in this Article 6 by way of an injunction.

ARTICLE SEVEN: INTELLECTUAL PROPERTY RIGHTS

7.1 Deliverables. Customer is and shall be the sole and exclusive owner of all right, title and interest in and to all specifications, documentation, ideas, know-how, techniques, processes, developments, inventions, software, script, code, tools and other intellectual property, work product and materials created by Company solely and exclusively for Customer within the scope of Services as set forth in a Service Order, excluding Company IP (as defined below) (collectively, the "Deliverables"). Title in the

Deliverables shall pass to Customer upon payment in full under each applicable Service Order. Company agrees that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer. To the extent that any Deliverable does not constitute a "work made for hire," Company hereby irrevocably assigns, in each case without additional consideration, all rights, title and interest throughout the world in and to such Deliverable, including all intellectual property rights therein, to Customer. Customer hereby grants Company a worldwide, irrevocable, perpetual, fully paid-up, license to use, perform, and display the Deliverables to the extent Company IP is incorporated in or combined with such Deliverables, or the Deliverables are otherwise necessary for Company's use of Company IP.

7.2 Company IP. Customer acknowledges and agrees that Company is in the business of providing technology services to a variety of customers and has, in the course thereof, developed proprietary specifications, documentation, ideas, know-how, techniques, processes, developments, inventions, software, script, code, tools and other intellectual property (collectively, "Company IP"), and may continue to create or use Company IP in course of providing Services. Company and its licensors are and shall remain the sole and exclusive owners of all right, title and interest in and to all Company IP, including any intellectual property rights therein. Company hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, nontransferable, non-sublicensable license to use, perform, and display Company IP to the extent incorporated in, combined with or otherwise necessary for the use of the Services or Deliverables solely to the extent reasonably required in connection with Customer's receipt or use thereof. Except to the extent reasonably necessary for archiving, back-up, and disaster-recovery purposes, Customer shall not make copies of Company IP without Company's prior written consent. Customer shall not modify or create derivative works from Company IP except to the extent Company IP is combined with or incorporated in a Deliverable. Notwithstanding the foregoing, Customer shall not reverse engineer Company IP. Except as expressly set forth herein, Customer is acquiring no rights in or license to Company IP. All other rights in and to Company IP are expressly reserved by Company.

7.3 Similar Services. Customer acknowledges that Company may provide services to other persons that participate in businesses similar to Customer's business, and nothing contained in this Agreement shall limit Company's ability to provide any and all services to other persons, provided that Company does not use the Deliverables in violation of this Article 7.

ARTICLE EIGHT: REPRESENTATIONS AND WARRANTIES

8.1 Mutual Representations. Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein



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under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (b) its execution of this Agreement will not violate any provision of its governing, organizational documents, or result in the breach of any agreement to which such Party is a party; (c) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (d) the execution of this Agreement and any Service Order or Change Order by its representative has been duly authorized by all necessary corporate action of the Party; and (e) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

8.2 Company Representations and Warranties. Company represents and warrants that: (a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner, consistent with standard industry practices, and shall devote adequate resources to meet its obligations hereunder; (b) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe on a third party intellectual property right; and (c) the Services and Deliverables will conform in all material respects with all requirements or other specifications stated in this Agreement.

8.3 Customer Representations and Warranties. Customer represents and warrants that: (a) Customer is the end-user of the Products and Services; and (b) all Customer Equipment is in good working order, suitable for the purposes for which it is intended to be used, and conforms to all relevant standard industry practices.

8.4 Customer's Services Remedy. In the event of Company's breach of its Service warranties set forth hereunder, Company's exclusive obligation and Customer's exclusive remedy shall be the re-performance of the Services. If Company is unable to perform the Services as warranted, Customer shall receive a credit for the fees paid to Company for the deficient Services.

8.5 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS ARTICLE 8, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, EXCEPT AS SPECIFICALLY PROVIDED IN THIS ARTICLE 8.

ARTICLE NINE: INDEMNIFICATION

9.1 Customer's Indemnification. Customer shall defend, indemnify, and hold harmless Company, its Affiliates, and their respective officers, directors, personnel, agents, successors and

permitted assigns from and against all third-party claims, losses, damages, liabilities, actions, judgments, awards, fines, costs or expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of, related to or resulting from (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the grossly negligent or more culpable acts or omissions of Customer; (b) Customer's material breach of any representation, warranty, or obligation of Customer in this Agreement arising from Customer's grossly negligent or more culpable conduct; (c) Customer's intentional infringement or misappropriation of third party intellectual property rights; (d) Customer's use of the Services or Deliverables in combination with any materials, processes or equipment not supplied by Company; (e) any modifications made to the Deliverables or Services by or on behalf of Customer; or (f) Company's use of any instruction, information, designs, specifications, or other materials provided by Customer to Company.

9.2 Company's Indemnification. Company shall defend, indemnify, and hold harmless Customer, its Affiliates, and their respective officers, directors, personnel, agents, successors and permitted assigns from and against all Losses arising out of, related to or resulting from (a) bodily injury, death of any person, or damage to real or tangible personal property directly resulting from the grossly negligent or more culpable acts or omissions of Company; (b) Company's material breach of any representation, warranty or obligation of Company in this Agreement arising from Company's grossly negligent or more culpable conduct; or (c) Company's intentional infringement or misappropriation of third party intellectual property rights; *provided*, however, that Company shall have no obligations under this Section 9.2 with respect to claims to the extent arising out of the subject matter of Section 9.1(d), (e), or (f).

9.3 Indemnification Procedures. The Party seeking indemnification hereunder shall promptly notify the Indemnifying Party in writing of any action likely to result in a claim for indemnification hereunder ("Action") and, at the Indemnifying Party's request, shall cooperate with the indemnifying Party at the indemnifying Party's cost and expense. The Indemnifying Party shall immediately take control of the defense and investigation of such Action and shall use counsel of its choice to handle and defend the same, at the Indemnifying Party's sole cost and expense. The indemnifying Party shall not settle any Action in a manner that adversely affects the rights of the indemnified Party without the indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified Party's failure to perform any obligations under this Section shall not relieve the indemnifying Party of its obligations under this Section. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

9.4 Exceptions to Indemnification. Notwithstanding anything to the contrary herein, the Indemnifying Party is not



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obligated to indemnify, hold harmless, or defend the indemnified Party against any claim (whether direct or indirect) to the extent such claim or corresponding Losses arise out of or result from, in whole or in part, the indemnified Party's grossly negligent or more culpable act or omission. Neither Party shall have any obligation under this Article 9 with respect to claims to the extent arising out of (x) any materials or any instruction, information, designs, specifications, or other materials provided by one Party to the other; (y) use of the Deliverables in combination with any materials or equipment not supplied, if the infringement would have been avoided by the use of the Deliverables not so combined; or (z) any unauthorized modifications or changes made to the Deliverables by any person other than Company.

ARTICLE TEN: LIMITATION OF LIABILITY

10.1 Exclusion of Consequential and Other Indirect Damages. IN NO EVENT SHALL COMPANY, ITS AFFILIATES, OR ITS REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, OR ANY OTHER BASIS, AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, OR RESULTED FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OR ANY BREACH OF THIS AGREEMENT BY THE COMPANY.

10.2 Cap on Monetary Liability. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO COMPANY UNDER THE APPLICABLE SERVICE ORDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3 NO ACTION MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

ARTICLE ELEVEN: NON-SOLICITATION

Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person with whom the hiring Party had contact or became aware of in the course of the business relationship governed by this Agreement. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes hereunder, and the hiring of any personnel who freely responds thereto shall not be in

breach of this Article. If either Party breaches this Article 11, the breaching Party shall pay to the non-breaching Party a sum equal to one year's base salary or the annual fee that was payable by the claiming party to that worker, whichever is greater, plus the recruitment costs incurred by the non-breaching Party in replacing such person. Payment to the non-breaching Party will be made on date of hire.

ARTICLE TWELVE: MISCELLANEOUS

12.1 Independent Contractor Relationship. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

12.2 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

12.3 Public Release of Information. Company shall have the right to use Customer's likeness, trademarks and the general nature of the Services provided in any listing of Company's clients for external communications and marketing purposes.

12.4 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified; (b) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (c) one (1) business day after deposit with a nationally recognized overnight courier; or (d) immediately upon receipt of electronic transmission. All communications shall be addressed to the Parties at their respective addresses set forth on the signature page of this Agreement unless otherwise specified in writing by a Party.

12.5 Assignment. Customer shall not assign, transfer, or delegate any or all of its rights or obligations under this Agreement without Company's prior written consent. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

12.6 Survival. The rights and obligations of the Parties set forth in Section 5.4 and Articles 6 through 12, and any right or obligation of the Parties in this Agreement which, by its nature,



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should survive termination or expiration of this Agreement, shall survive any such termination or expiration of this Agreement.

12.7 Amendment and Modification; Waiver. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.8 Headings. The headings hereunder are for reference only and shall not affect the interpretation of this Agreement.

12.9 Force Majeure. Neither Party shall be liable for any loss or damage, for any failure or delay in delivery due to causes beyond its control, including, but not limited to, fire, pandemic, acts of God or the public enemy, terrorist act, or acts of governmental bodies or agencies. During the force majeure event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance. Notwithstanding the above, Customer's obligation to pay Company will not be excused due to a Force Majeure event to the extent that Company is able to provide the Services.

12.10 Severability. If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect so as to effect the original intent of the Parties as closely as possible.

12.11 Governing Law; Submission to Jurisdiction. This Agreement shall be construed under and governed by the laws of the State of California without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising out of this Agreement or the Services provided hereunder shall be instituted exclusively in the federal or state courts located in Orange County, California, and each Party hereby irrevocably submits to the exclusive jurisdiction of such courts in any such action, suit or proceeding.

12.12 Dispute Resolution; Arbitration. If a dispute arises between the Parties regarding their rights or obligations under or related to this Agreement, the Parties shall first attempt in good faith to settle the dispute in an amicable manner by direct discussions at the vice-president or higher levels. If the Parties are unable to settle the dispute within thirty (30) days from the notice of the dispute, then either Party may refer the matter to arbitration as set forth in this Section. Thereafter, any controversy or claim arising out of or relating to this Agreement or the Services provided hereunder, including the breach, termination, enforcement,

interpretation or validity thereof, and the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, California, or virtually through a streaming service such as Microsoft Teams, Cisco Webex, etc., before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement. Judgment on the award may be entered in any court having jurisdiction. Nothing in this Section shall preclude either Party from bringing provisional or ancillary actions to obtain remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration, including, without limitation to enforce a Party's rights under Article 6 of this Agreement, and the exercise of any such remedy does not waive either Party's right to arbitration.

12.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.14 Entire Agreement; Order of Precedence. This MSA shall apply to any Service Orders entered into by the Parties and in effect as of the date hereof. This Agreement, together with all, attachments, exhibits, Service Orders, Change Orders and any other attachments or documents incorporated herein by reference, constitutes the complete and exclusive agreement between the Parties, and supersedes all prior and contemporaneous understandings and agreements, written or oral. In the event of any conflict between the terms and provisions of this Agreement and those of any document incorporated herein by reference, the following order of precedence shall govern: (a) first, this Agreement, inclusive of its exhibits and any other attachments; (b) second, any Service Orders or Change Orders, exclusive of terms incorporated by this Agreement; *provided*, however, that if any Service Order or Change Order expressly states that it shall control and is executed by the Parties, such agreement shall supersede the terms in this MSA to the extent such terms modify or conflict with the terms set forth herein; and (c) third, any other terms expressly incorporated into a Service Order or Change Order. Notwithstanding the foregoing, the terms of any Service Order shall take precedence over this Agreement if such Service Order specifically acknowledges the conflicting provision and contains an express provision overruling it. Company expressly rejects all terms and conditions set forth in any Customer purchase order or other documentation which are contrary or in addition to, or which in any way modify any of the terms and conditions contained in this Agreement.



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ATTACHMENT I PROFESSIONAL SERVICES

The terms set forth in this Attachment I supplement the Master Terms herein and shall apply to the Parties in the event Company provides Customer with PS.

ARTICLE THIRTEEN: COMPANY PERSONNEL

Company shall provide the necessary skilled personnel to perform the PS described in the applicable Service Order. Customer may request to have any Company personnel assigned hereunder replaced with personnel of a different skill level or set. If such a change is requested by Customer, Company shall use commercially reasonable efforts to accommodate such request and the Parties shall enter into a Change Order.

ARTICLE FOURTEEN: PS FEES AND EXPENSES; TERM; TERMINATION

14.1 PS Invoicing and Fees. Company shall invoice Customer for PS on a weekly or monthly basis, or pursuant to project milestones, in each case as set forth in a Service Order. PS fees typically involve a fixed-price fee, a "time and materials" fee ("T&M"), or a combination of both, as further detailed in a Service Order. All fees payable by Customer may be subject to an annual price adjustment to account for Company's increased costs of performance. Customer is responsible for and shall reimburse Company, at Company's actual cost, for any materials, machinery, equipment, and third-party services, licenses, and subscriptions in the provision of Services.

14.2 Fixed-Price Fees. If the Parties agree to a fixed-price fee arrangement for PS rendered, the total fees for the Services shall be set forth in a Service Order, subject to incidental expenses as set forth in Section 4.2. The total price shall be paid to Company (a) in installments, with each installment conditional on Company achieving a corresponding project milestone; (b) at the end of each month, calculated on percentage of work performed; or (c) as otherwise set forth on the Service Order, upon Customer's receipt of Company's invoice and subject to the payment terms set forth in Article 4 herein.

14.3 Time and Materials Fees. Where PS are provided on a T&M basis, (a) the fees payable shall be calculated in accordance with Company's fee rates set forth in the applicable Service Order; and (b) Company shall issue invoices to Customer monthly for time spent rendering PS, or as otherwise set forth in the applicable Service Order.

14.4 PS Term. The term of any PS Service Order shall continue in full force and effect until terminated pursuant to the terms and conditions set forth therein, or, if no termination date is provided, the date that all obligations of the Parties under the Service Order

have been completed (the effective date of such Service Order through the termination date, the "PS Service Order Term"); *provided*, however, that such Service Order may be earlier terminated pursuant to the terms and conditions set forth in this MSA.

14.5 Termination for Convenience. Either Party may terminate a PS Service Order Term at any time upon ninety (90) days' written notice to the other Party, unless otherwise agreed to in the Service Order. Customer shall pay Company for Services rendered through the effective date of termination and any third party licenses, subscriptions, and fees Company has committed to in the provision of Services.

ARTICLE FIFTEEN: PS EXCLUDED EVENTS

Certain events beyond Company's control may occur that have a material adverse impact on Company's ability to timely render PS (a "PS Excluded Event"). PS Excluded Events include, but are not limited to: (a) an outage caused in full or in part by any third-party or Customer, Customer Equipment, Customer business operations, software or facilities; (b) an outage caused in full or in part as a result of Company's inability to access Customer or third-party systems, network, or premises after Company's reasonable efforts to do so; (c) the failure or malfunction of equipment, applications or systems not owned or controlled by Company; (d) issues associated with Customer applications that cause systems or portions thereof to be unavailable; and (e) a material increase in processing or bandwidth from that contemplated by an applicable Service Order or Change Order. If a PS Excluded Event occurs, Company shall provide notice to Customer and shall be excused from meeting any term or condition set forth in a Service Order until the cessation of such event. All claims with respect to PS, Products and Deliverables are hereby waived when such claim is related to Company's action or inaction resulting from a PS Excluded Event.

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ATTACHMENT II MANAGED SERVICES

The terms set forth in this Attachment II, together with Exhibit A attached hereto, supplement the Master Terms herein and shall apply to the Parties in the event Company provides Customer with MS.

ARTICLE SIXTEEN: MS PAYMENT TERMS; TERM; TERMINATION

16.1 MS Invoicing and Payment. Upon execution of a Service Order, Company shall invoice Customer for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Customer for monthly recurring charges in advance of providing MS. If an MS Service Order's start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis. Any requested changes to MS shall be reflected in a fee adjustment and invoiced to Customer. Material changes to MS shall be processed via a Change Order. If Customer's consumption of Services exceeds the number of users, devices, servers, sites, or licenses in any given month, Company may increase the fees for such Services to account for actual consumption.

16.2 Price Adjustments. All fees payable by Customer may be subject to an annual price adjustment to account for Company's increased costs of performance. Any such adjustment shall be made in Company's sole discretion upon written notice to Customer and shall not exceed five percent (5%) per year. Notwithstanding the foregoing, if any Company third-party provider increases its pricing to Company, Company may increase Customer pricing immediately upon written notice to account for such cost increase.

16.3 Term. The term for specific Services shall be set forth in a Service Order and shall commence upon the activation of each Service under said Service Order. The term of any MS Service Order shall automatically renew for periods of one (1) year (the "MS Service Order Term"), unless written notice by either Party is provided to the other Party at least thirty (30) days (but in no event more than sixty (60) days) in advance of the expiration of the then-current term.

16.4 Termination for Convenience. If Customer terminates any Service Order except as permitted by Section 16.3, Customer shall pay to Company an amount equal to (a) those amounts incurred for each Service terminated prior to the effective date of termination, plus (b) the value of non-recurring and recurring fees Customer would have paid Company under such MS Service Order for the remainder of the MS Service Order Term, plus (c) all fees and expenses over the amount specified in the Service Order for licenses, subscriptions, and/or third party services incurred in the provision of Services to Customer that Customer would have paid Company under the Service Order Term (the "Liquidated Damages"). The Parties intend that the Liquidated Damages constitute compensation, and not a penalty. The Parties acknowledge and agree that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Customer breach of this Article 16.

16.5 Termination for Cause. Notwithstanding the terms set forth in Section 6.2 (Termination), with respect to an asserted breach by Company for its failure to achieve promised SLGs (as defined in the General Service Level Agreement attached hereto as Exhibit A), Customer may terminate the applicable Service Order upon written notice to terminations@synoptek.com. If (a) Customer provides Company with written notice detailing the manner in which such Services have failed to meet the applicable SLGs, and (b) Company fails to achieve such SLGs for two (2) consecutive calendar months after receiving such written notice.

16.6 Transition Services and Fees. Unless specifically set forth in a Service Order, no Services include any decommission or transition services at the end of the Term. If, upon termination, decommission or transition services are desired by Customer, Customer shall work with Company to determine what services are needed, if any, and Company shall propose such services as part of a new Service Order, which shall include additional fees as required.

ARTICLE SEVENTEEN: IP ADDRESS NUMBERS AND DOMAIN NAMES

All network IP address numbers that may be required for the Services shall be provided by Company. In the event Customer elects to have Company register a domain name on behalf of Customer, Customer agrees that Company is not responsible for the ownership, renewal, control and use of the domain name. In addition to any and all fees that Company requires from Customer to perform such registration services, Customer shall be responsible for any and all other fees due and payable to a third party for such domain name services. If Customer terminates Company's Services, all network IP address numbers provided by Company shall be returned to Company and will not be available for continued use by Customer.



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ARTICLE EIGHTEEN: CRITICAL RISK ASSESSMENT CHANGE ORDERS

If Company reasonably believes Customer Equipment is exposed to risk and/or otherwise does not comport with standard industry practices for Infrastructure and environment, e.g., in regards to HVAC, power, bandwidth, operating systems, servers, security or data availability including backup and recovery, Company shall submit to Customer a critical risk assessment Change Order outlining Company's concerns, recommended implementation to mitigate such identified risks, and additional fees that may be incurred, if applicable. Customer acknowledges and agrees that any Company recommendation set forth in a critical risk assessment Change Order will be a required implementation and, in the event Customer rejects such Change Order, in part or in full, Customer shall be solely liable for any Losses arising directly or indirectly out of or in connection with the issue identified in such Service Order, and shall indemnify Company for any such Losses to the fullest extent permitted by law. Company reserves the right to apply additional fees for emergency services and/or terminate the applicable Services, Service Order, or the Agreement upon written notice.

ARTICLE NINETEEN: ACCEPTABLE USE POLICY

Customer hereby agrees to comply with Company's Acceptable Use Policy ("AUP") set forth below, which is designed to help protect customers and the internet community from fraud, abuse, and irresponsible or illegal activities.

19.1 Content on Company Server. Company makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information the Customer or its users transmit online or through any server, including any data information transmitted via any server designated as "secure." Company does not monitor or control the content of Customer Data passing through its network and is not responsible for damages Customer or third parties may suffer for any reason from such data. Any persons who publish material or information made accessible through Company's networks are solely responsible for the content of such material and information, and are solely responsible to know and comply with the laws applicable to the publication of such materials and information.

19.2 Customer Responsibilities. Services provided by the Company are intended solely for Customer's and its Affiliates' use who are connected by LAN, WAN or remote access applications. Customer is responsible for the activities of its end users and shall inform its customers and shall require its end users or customers comply with terms no less restrictive than those set forth herein.

19.3 Prohibited Conduct. The Services may not be used in violation of any community standards, accepted internet policy, laws or regulations of local, state or federal governments or agencies thereof, or international treaty. Customer shall indemnify, defend and hold Company harmless for any Losses arising out of the

misuse of Services by Customer. Any violations of this AUP may be grounds for termination of the Services, without limiting any other rights or remedies available to Company. Without limiting the generality of the foregoing provisions of this Section, the following activities illustrate some, but not all, prohibited uses under this AUP:

- **Copyright or Trademark Infringement.** Transmitting, uploading or posting or using any material that infringes on or misappropriates any copyright, trademark, patent, trade secret, or any other proprietary right of a third party.
- **Denial of Service:** Engaging in any activity that will interfere or attempt to interfere with the service of any other user, host or network on the internet.
- **Distribution of Viruses, Worms, Trojan Horses or Other Destructive Activity that Compromises Security:** Intentional distribution of software that attempts to and/or causes damage or annoyance to persons, data, and/or computer systems, service or equipment.
- **Forging Headers:** Forging or misrepresenting any message header, in part or whole, of any electronic transmission.
- **Email Spamming:** The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly to a person to harass or threaten, or any attempt to use Company servers as a mail drop or name server for SPAM.
- **Fraudulent Activities:** Any intentional misrepresentation or misleading statement, writing, or activity made with the intent that the person receiving it will act upon, obtaining or attempting to obtain service by any means or device with intent to avoid payment.
- **Harm to Minors.** Harming, attempting to harm, or exploiting minors in any way, including but not limited using the Services in connection with child pornography or the collection or disclosure of personally identifiable information of children under 13.
- **Illegal or Unauthorized Access to Information, other Computers, Accounts or Networks:** Accessing, or attempting to access, any computer resource or data belonging to another party, or attempting to penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.
- **Network Sabotage:** Any use of Company Services to interfere with the use of internet resources by customers or end users.
- **Phishing.** Attempting to impersonate any person or entity, engaging in sender address or network header falsification, or forging anyone else's digital or manual signature.
- **Unlawful Acts:** Any use of Company Services to violate the law or aid of any unlawful act.
- **Spamming:** Posting of messages to newsgroups, or the posting of harassing and/or threatening messages.
- **Telemarketing/Unsolicited FAX:** Violation of the Telephone Consumer Protection Act, Telemarketing and Consumer Fraud Abuse Prevention Act as well as other applicable laws, including



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both voice and facsimile transmissions.

- Facilitating a Violation of this AUP: Advertising, transmitting, or otherwise making available any software, program, or product, or service that is designed to violate this AUP which includes, but is not limited to, the facilitation of the means to spam, initiation of phishing, flooding, mail bombing, denial of service attacks, and privacy software.

19.4 Responsibilities of Sellers and Downstream Service Providers. Some users may be customers of Internet Service Providers ("ISPs") that receive Internet connectivity through Company. Such ISPs (also known as resellers or downstream service providers) are responsible for informing their customers of this AUP and for enforcing its restrictions. Complaints about customers of any such ISP will be forwarded to the ISP for resolution. If Company determines that an ISP is not taking appropriate action in accordance with this AUP, Company shall work with the ISP to review their policies and enforcement procedures. If such ISP continues to fail to take appropriate action, Company may take such action as it deems appropriate, including termination of the Services.

19.5 Violations and Enforcement. Company may take whatever actions it determines in good faith to be reasonably necessary to enforce this AUP, such as providing written warning to Customer if Company believes a violation of this Article has occurred. In the event of repeated instances of AUP violations and/or egregious Customer misconduct in breach of this policy, Company may, in its reasonable discretion, suspend Services or terminate this Agreement for Customer's breach of contract upon written notice to Customer. Company shall not be liable for any losses arising out of or related to the breach of this AUP by Customer or any third party.

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19520 Jamhoree Rd #110
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(888) 796-6783

Master Services Agreement

EXHIBIT A

General Service Level Agreement ("GSLA")

1. Definitions

All capitalized terms used but not defined in this Exhibit shall have the meanings given them in the Agreement to which this an Exhibit or the Work Order based on the order of precedence set forth in the Agreement. For purposes of this GSLA, the following terms shall have the following meanings:

- a. "Available" means the System or Network is up, running and responsive to ping requests.
- b. "Databases" means the gathering of associated files or tables containing related data.
- c. "Data Management" means devices or Software that serves the purpose of backing up, replicating or storing data.
- d. "Excusable Downtime" means, during planned Scheduled Uptime, the aggregate amount of time in any calendar month during which the System or Network is not Available for use by Customer due to action or inaction by Customer, anyone acting by, through or under Customer, or for any other reason aside from the acts or omissions of Company, or anyone acting by, through or under Company, which in any such case constitutes a breach of the Agreement.
- e. "Hardware" means infrastructure or devices that work together to accept, process and show data and information.
- f. "Highly Available" services are those based on a redundant, N+1 fault-tolerant infrastructure whereby the failure of any single component should not result in loss of service for the Customer.
- g. "Incident" means an unplanned interruption to a service or reduction in the quality of a service.
- h. "Mean Time to Restore Service (MTRS)" includes the elapsed time to repair the cause of an Incident plus the elapsed recovery time to restore normal service operation for all impacted systems and networks.
- i. "Network" means the voice and data related circuits and circuit termination equipment located at Company and Customer locations pursuant to which Company will provide the Services.
- j. "Scheduled Downtime" means, during planned Scheduled Uptime, the aggregate number of hours in any calendar month during which the System or Network is scheduled to be not Available for use by Customer due to such things as preventive maintenance, System upgrades, etc.
- k. "Scheduled Uptime" means the days of the week and hours per day that Company or Network is scheduled by Customer to be Available for use by Customer subject to mutually agreed upon Scheduled Downtime.
- l. "Service Availability" shall be calculated using the formula below for the purpose of determining whether Company's performance meets the agreed performance standard for Customer subscribed services. The following is 'Service Availability' expressed as a mathematical formula:

$$A = (SU - UD) / SU$$

where:

- A = Availability
- SU = Scheduled Uptime
- UD = Unplanned Downtime

The following is an example, determined on a monthly basis, using the above formula:

$$SU = 720 \text{ hours}$$

$$UD = 6.25 \text{ hours}$$

$$[(720 - 6.25) / 720] = 99.13\%$$

- m. "Service Interruption" is a situation during Scheduled Uptime that the service is not Available.
- n. "Service Request" is a user request for information or advice, or for a standard change (a pre-approved change that is low risk, relatively common and follows a procedure) or for access to an IT service.
- o. "Service Level Guarantee (SLG)" describes the minimum level of service that Company has committed to provide and Company's failure to meet an SLG has financial penalties as described in this GSLA and the elsewhere in this Agreement.
- p. "Service Level Objectives (SLO)" describes a target objective for a level of service that Company has committed to provide. Company's failure to meet any SLO has no financial penalty.
- q. "Software" are programs that allow the Hardware to process the data.
- r. "System" is the computer technology specifically designed to carry out a planned task which include, without limitation, Hardware, Software, Databases, Networks and Data Management.
- s. "Transitional Support Plan" defines service level targets and support model details for support provided by Company while new services are deployed in the Customer environment.



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- t. "Unplanned Downtime" shall mean, during planned Scheduled Uptime, the aggregate number of hours in any calendar month during which the System or Network is not Available.

2. Exclusions to Services - Assumptions and Adjustments

- *Exclusions to Services*

Only Services explicitly described in a Service Order or Change Order will be provided. All other services are excluded. The following items are explicitly excluded unless specifically called out in any Change Order or Service Order as being included. This list is descriptive only and not intended to limit those items which are excluded:

- o Products, parts and materials required to repair Customer systems are not included.
- o Major system upgrades or changes such as but not limited to: operating system upgrade, relocation of equipment, installation of new applications, or any projects that are not considered "routine maintenance, administration, or support" are not included.
- o Adds, moves or change projects that exceed two hours of work time are not included.
- o Application programming, modification and design work are not included.
- o Services required that are a direct result of the Customer or an agent of the Customer modifying or changing the configuration of covered equipment without explicit, prior Company consent is not included.

- *Excluded Events*

The events listed below in this Section will have a material adverse impact on Company's ability to meet the SLO or SLG and in the event of an occurrence of any such event or combination of events, Company shall be excused from complying with any SLG or SLO until the cessation of any such events.

All claims with respect to SLGs are excluded when one or more of the following conditions exist ("Excluded Events"):

- i. The outage occurs during a Regular Maintenance Window or Emergency Maintenance Action as defined in Section 3 of this Appendix.
- ii. The outage is caused in full or in part by acts or omissions on the part of the Customer, anyone acting by, through or under Customer, or anyone else except to the extent of any act or omission by Company or anyone acting by, through or under Company.
- iii. The outage is caused in full or in part by equipment, business operations, software or facilities owned by or under the control of the Customer, including any third party equipment, except as a result of the acts or omissions of Company, or anyone acting by, through or under Company.
- iv. The outage is caused in full or in part as a result of Company or its agents not being given access to the Customer's premises (if applicable) where related communications lines or equipment are located, after Company has requested such access.
- v. The Customer fails to provide Company with accurate, up-to-date contact information for the "Escalation Plan" which will be created for Customer as part of the applicable Service Order, or when, after repeated attempts over a period of one hour or more, Company support staff is unable to reach at least one of the Customer's contacts on file when the event in question occurs.
- vi. The failure or malfunction of equipment, applications or Systems not owned or controlled by Company.
- vii. Force Majeure events.
- viii. Any suspension of Service pursuant to a Service Order.
- ix. Problems associated with Customer applications that cause the System or any portion thereof to be not Available.
- x. A material increase in processing and the approval necessary for additional resources is partially or completely withheld by Customer.
- xi. A publicly reported vendor-announced issue that affects Company's compliance with any SLO or SLG for a commercially reasonable period until a fix can be reasonably implemented.
- xii. Periods of Excusable Downtime including but not limited to planned outages, change management, or Customer requested reboots.



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- xiii. Any deficiency or failure of Customer Equipment, or Customer's failure to adequately maintain Customer Equipment or otherwise comply with Section 4.2 of the MSA.

3. Service Level Agreement

The terms of this GSLA apply to all current or future relevant Services offered under the Agreement. Optional GSLA Addendums, if attached, include special provisions not covered by this GSLA. These Addendums are created by Company to address special customer requirements not covered in the GSLA or to address exceptions. All new Service Orders may require provisioning resources including, but not limited to documentation, altering of systems and processes to achieve desired performance, and/or possible support enhancements to reach ideal standards. Service Levels may be reduced or suspended upon service commencement as defined in a Transitional Support Plan.

Maintenance Actions

i. Regular Maintenance Window

Company performs ongoing, proactive maintenance on the systems, networks and communications circuits that provide services to our Customers. When performing any maintenance with the potential of causing a Service Interruption, Company will schedule this activity to take place during a pre-planned maintenance window.

Company will notify the Customer at least five (5) business days ahead of when such a maintenance window is scheduled to occur and how long it is expected to last. This notification will be made by email sent to the contacts listed in the Escalation Plan on file with Company. Another email will be sent to the same contacts at the close of the maintenance window.

Company makes every attempt to perform such maintenance without disruption of service, including the integration of redundancy features in our network infrastructure, but depending on the type of work being performed, interruptions can occur.

ii. Emergency Maintenance Actions

In rare instances, Company may determine that some emergency, unscheduled maintenance action is required due to circumstances outside of our immediate control that could pose a serious threat to the operational integrity of our systems, networks, or facilities.

Company reserves the right to remove from service any equipment, which term shall include, without limitation, Hardware and Software, presenting a threat to life and/or property (e.g. fire) when a significant risk of additional damage exists should the equipment not be removed from service.

Company reserves the right to temporarily remove from our Network any equipment which Company determines poses a threat to the operational integrity of our Network. This action may be required for incidents including, but not limited to, the Customer's equipment having been compromised in such a way that it can be used by an auto-replicating virus or denial of service attack.

In these circumstances in which Company determines to take emergency action, Company will contact the Customer in accordance with the Escalation Plan.

Service Level Performance

Service Level Guarantee ("SLG"): Company will make commercially reasonable efforts to provide the following SLGs where services are managed by the Company and specifically associated within a Service Order or Change Order. SLGs will be applied independently for each covered service item. Penalties may be accrued on individual covered service items if the service level performance in a given month fails to meet the stated guarantee.

Company will provide an SLG credit to the Customer for affected services represented by associated Service Order or Change Order for SLGs that are not met. Any SLG credit must be requested in writing to AR@synoptek.com within thirty (30) days of the date the trouble ticket associated with the Unscheduled Downtime is closed. Customer waives any right to SLG credits not requested within the thirty (30) day period. SLG credits will be applied to Customer's next invoice once confirmed by Company. Any such SLG credit provides Customer its sole and exclusive remedy for any Service Interruptions, deficiencies, or failures of any kind. The SLG credit will not apply and Customer will not be entitled to receive any credit in the event Company's failure results directly or indirectly from an Excluded Event. Customer acknowledges that the SLG credits are not cumulative.



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- **Network HA:** All managed Network Services that are categorized as Highly Availability will be fully operational 99.99% average uptime per month (no more than 5 minutes of downtime).

Service Availability (99.99% Services)

Measure	Actual Monthly Performance	Performance Credit
Service Availability % by Service Item (T)	$T \geq 99.99\%$	No Credit
Service Availability % by Service Item (T)	$99.95\% \leq T < 99.99\%$	4 Days Prorated credit for individual service item based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$99.9\% \leq T < 99.95\%$	8 Days Prorated credit for individual service item based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$T < 99.9\%$	See NOTE 1

NOTE 1: Performance Credits where Service Availability % is below 99.9% is calculated as follows:

- 8 Days Prorated credit, PLUS
- 2 Additional Days Prorated credit for every 0.1% below 99.9%.
- Total penalty may not exceed 15 days credit for a covered service item in a single month.

- **Servers & Storage HA:** All managed servers, physical or logical (VMs) that are categorized as Highly Availability will be fully operational 99.95% average uptime per month (no more than 22 minutes of downtime).

Service Availability (99.95% Services)

Measure	Actual Monthly Performance	Performance Credit
Service Availability % by Service Item (T)	$T \geq 99.95\%$	No Credit
Service Availability % by Service Item (T)	$99.75\% \leq T < 99.95\%$	4 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$99.5\% \leq T < 99.75\%$	8 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$T < 99.5\%$	See NOTE 2

NOTE 2: Performance Credits where Service Availability % is below 99.5% is calculated as follows:

- 8 Days Prorated credit, PLUS
- 2 Additional Days Prorated credit for every 0.5% below 99.5%.
- Total penalty may not exceed 15 days credit for a covered service item in a single month.



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Master Services Agreement

- **Network Non-HA:** All managed Network Services will be fully operational 99.9% average uptime per month (no more than 44 minutes of downtime).

Service Availability (99.9% Services)

Measure	Actual Monthly Performance	Performance Credit
Service Availability % by Service Item (T)	$T \geq 99.9\%$	No Credit
Service Availability % by Service Item (T)	$99.5\% \leq T < 99.9\%$	4 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$99.0\% \leq T < 99.5\%$	8 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$T < 99.0\%$	See NOTE 3

NOTE 3: Performance Credits where Service Availability % is below 99.0% is calculated as follows:

- 8 Days Prorated credit, PLUS
- 2 Additional Days Prorated credit for every 1% below 99%.
- Total penalty may not exceed 15 days credit for a covered service item in a single month.

- **Servers & Storage Non-HA:** All managed servers, physical or logical, will be fully operational 99.5% average uptime per month (no more than 3.6 hours of downtime).

Service Availability (99.5% Services)

Measure	Actual Monthly Performance	Performance Credit
Service Availability % by Service Item (T)	$T \geq 99.5\%$	No Credit
Service Availability % by Service Item (T)	$97.5\% \leq T < 99.5\%$	4 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$95.0\% \leq T < 97.5\%$	8 Days Prorated credit for impacted service items based on monthly charge for the month in which the outage occurred.
Service Availability % by Service Item (T)	$T < 95\%$	See NOTE 4

NOTE 4: Performance Credits where Service Availability % is below 95% is calculated as follows:

- 8 Days Prorated credit, PLUS
- 2 Additional Days Prorated credit for every 2% below 95%.
- Total penalty may not exceed 15 days credit for a covered service item in a single month.

Service Level Objectives (SLO): Company will make commercially reasonable efforts to achieve the SLOs indicated in the charts appearing below for any service represented by associated Service Order or Change Order:

Service Level Objective	Monthly Target
Time to Answer (Phone)	90 Second Average Speed of Answer
Response to Email	15 minutes or less
Call Abandonment Rate*	Less than or equal to 5%
Customer Satisfaction	95% Satisfied

*Calls <= 10 seconds and calls abandoned before the prompt are excluded



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Synoptek Service Level Definitions & Targets

Service Level Objectives						
Priority	Type	AutoTask ServiceNow Priority Tag	First Response (Email Acknowledgement) (SLD Target = 95%)	First Activity (Live Acknowledgement) (SLD Target = 95%)	MPS Target (SLD Target = 95%)	Communication Updates
P0	Incident - Critical Event (Multiple Customer Outage)	P0 - Critical	15 mins	15 mins	4hrs	Every 30 mins
P1	Incident - Major Event (Single Customer Outage)	P1 - Major	15 mins	15 Mins	4hrs	Every 30 mins
P2	Incident - Service Impairment	P2 - Impaired	15 mins	60 mins	8 hrs	Every 60 Mins
	Incident - Single User (Critical Business Impact)	P2 - User Impact	15 mins	60 mins	8 hrs	
P3	Incident - Moderate	P3 - Moderate	15 mins	8 Business Hrs	1 Business Day (12 hrs)	
P4	Incident - Low	P4 - Functional	15 mins	12 Business Hrs	2 Business Days (24 hrs)	
Scheduled	Customer End User Driven	Scheduled	15 mins			
S1	Service Request - Expedited	P2 - User Expedite	15 mins	60 mins	1 Business Day	
S2	Service Request - Standard	P3 - Service Request	15 mins	1 Business Day	5 Business Days	

Business Day = Monday through Friday, excluding Company Holidays, 06:00 - 18:00 Pacific Time



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Master Services Agreement

ATTACHMENT III PRODUCT PURCHASE

The terms set forth in this Attachment III supplement the Master Terms herein and shall apply to the Parties in the event Customer purchases Product from Company.

ARTICLE TWENTY: PURCHASE AND SALE OF PRODUCT

20.1 Physical Product Shipment and Delivery; Risk of Loss. Physical Products ship directly from the Product manufacturer's warehouse, an authorized Company distributor, or from Company's integration center (in any such case, "Shipping Point"). All Products are shipped Free on Board (FOB), regardless of shipping method used. Company reserves the right, in its sole discretion, to select the carrier, means of shipment, Shipping Point, and routing.

20.2 Software Product Delivery. Software and other maintenance services or Products provided to Customer pursuant to a Service Order may be delivered electronically.

20.3 Product Acceptance. Customer shall inspect Products received under this Agreement upon receipt of the Products and either accept or, if any Products are nonconforming goods, reject such Products. Customer shall be deemed to have accepted all Products unless it notifies Company in writing of any nonconforming goods within thirty (30) days of receipt of such Products. If Customer timely notifies Company of any nonconforming goods, Company shall replace the nonconforming goods with conforming Products, or, if Company is unable to do so, refund Customer for the fees paid for the nonconforming goods. If the nonconforming goods are physical Products, Customer shall return such goods to Company at Company's expense. Customer hereby waives all right to contest or reject nonconforming goods if it fails to timely notify Company that any such Products are nonconforming goods.

20.4 Returns. Product returns may be accepted by Company only if (a) the reason for such return is listed below; (b) such Products were procured through Company; and (c) Customer has complied with such Product manufacturer's requirements for return eligibility. Acceptance of a Product return is in the sole discretion of Company and subject to acceptance of such return by the manufacturer, where applicable. Neither physical acceptance of returned Product nor Company's assistance with Customer's attempts to return such Product to the manufacturer shall be deemed Company's acceptance of a return. No software may be returned. Company may impose a twenty-five (25%) restocking fee on all returns for any reason other than those listed in (i) – (iv) below. All returns require the filing of a Return Merchandise Authorization ("RMA"). Credits shall be applied to accepted returns

- (i) Damaged Products. Customer has five (5) days after receipt of the damaged Products to request an RMA from Company. Customer has five (5) days after an RMA

has been initiated and receipt of the return shipping information to ship damaged Products back to Company or Company's authorized distributor.

- (ii) Breach of Warranty. RMA must be filed within five (5) days of the breach of all applicable warranties, if any. MANUFACTURER'S RETURN POLICY IS NOT A WARRANTY.
- (iii) Errant Products. If Customer receives shipment of Products over the quantity ordered, or Products that were not ordered, Customer shall notify Company and return such Products with manufacturer's external seal intact within five (5) days of Customer's receipt thereof.
- (iv) Upgrades. If, pursuant to any Service Order, the Products purchased by Customer constitute an upgrade, Customer may return the original Product in accordance with the manufacturer's requirements for return of the same. If Customer fails to return the original Product within thirty (30) days of the date of receipt of the upgrade Product, then Customer will not be eligible to receive a credit for the original Product and shall pay the full purchase price for the upgrade.

20.5 Cancellations. Company may cancel any orders placed for any Products if such orders list an incorrect price or contain other incorrect information, whether due to typographical error or otherwise, whether or not such errors were made by Customer or Company, and whether or not Customer's order was accepted. Upon any such cancellation, if the Products have not shipped, Company shall credit Customer for any fees paid by Customer. Upon any cancellation of Products that shipped, Customer shall return all Products unopened or, if opened, undamaged, within five (5) business days of the Company's written notification to Customer of such cancellation, and upon such return Company will issue a credit to Customer's account.

ARTICLE TWENTY-ONE: PRODUCT WARRANTY DISCLAIMER

Company makes no warranty with respect to Products sold to Customer. Product warranties may be provided by the manufacturer of such Products, and any such warranty may pass to Customer upon acceptance of the Products. Although Company uses reasonable efforts to ensure the quality of Products it offers or uses, Company is not responsible for Product deficiencies.

ARTICLE TWENTY-TWO: TERMINATION OF PRODUCT LICENSE

Upon expiration or termination of this Agreement, any Product license granted hereunder shall automatically terminate, and Customer shall immediately cease using and delete, destroy, or return all copies of licensed Product, unless otherwise agreed to in writing by the Parties. No expiration or termination will affect Customer's obligation to pay all fees that may have become due before such expiration or termination, or entitle Customer to any refund.

[The remainder of this page is intentionally left blank.]



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Master Services Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

SYNOPTEK, LLC

CUSTOMER: City of Loma Linda

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Attn: Legal Department
Synoptek, LLC
19520 Jamboree Road, Suite #110
Irvine, CA 92612

By: _____

Name: Jarb Thalpejr

Title: City Manager

Date: _____

Address for Notices:

City of Loma Linda
25541 Barton Road
Loma Linda CA 92354
Attn: Legal Department

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 16



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

FROM: Kyle MacGavin, Information Systems Analyst III (Through Channels) *KM*

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Declare Various Technology Devices and Equipment Surplus and Authorize Appropriate Disposal

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council declare the items listed on Attachment A as surplus equipment and direct staff to dispose of such equipment in a cost effective and environmentally sensitive manner.

BACKGROUND:

On April 11, 2023, the City Council approved a contract to upgrade the audio and visual equipment in the Council Chambers. Much of the existing technology devices and equipment items that were removed were no longer serviceable or were obsolete and required proper disposal.

ANALYSIS:

Items will be disposed with the electronic waste recycler, Gold'N West Surplus, Inc., where metals and recyclable components will be recovered prior to entering the waste stream. Any associated data storage components will be magnetically erased and physically destroyed in a separate process.

FINANCIAL IMPACT:

There is no fee for recycling electronic waste and destroying data on the hard drives pursuant to the electronic waste recycler.

Attachment:

- A. List of items for disposal

SURPLUS PROPERTY TRANSFER FORM

(This form must accompany the transfer of any surplus equipment.)

Request Date:	Locations:
	From:
Transferring Dept:	To: _____ Warehouse Surplus
Transferring Division:	_____ Other, please specify

Item #	Asset Tag #	Serial #	Description
1	3122	3W22QN1	Dell Optiplex 980
2	3295	MXL5322T65	HP Elite Desk 800 G1 SFF
3	3197	MXL3110Y79	HP Compaq Pro 6300 SFF
4	3207	MXL3110Y84	HP Compaq Pro 6300 SFF
5	3203	MXL3110Y9K	HP Compaq Pro 6300 SFF
6	3201	MXL3110Y9T	HP Compaq Pro 6300 SFF
7	3194	MXL3110YB2	HP Compaq Pro 6300 SFF
8	3206	MXL3110Y9L	HP Compaq Pro 6300 SFF
9	3205	MXL3110Y9S	HP Compaq Pro 6300 SFF
10	3248	2UA43508YH	HP Elite Desk 800 G1 SFF
11		BR5WQL1	Dell Optiplex 980
12	3196	MXL3110Y9R	HP Compaq Pro 6300 SFF
13		JZHF1N2	Dell Latitude 5580
14			Dell Flat Panel Monitor 1706FPVt (x6)
15			Dell Flat Panel Monitor P190St (x2)
16		H0829584	Keurig Commercial Coffee Maker K145
17		A03001505N00087 B	Allied Telesyn AT-iMG64BD
18			APC Power Shield
19			Phone Speaker + Number Pad
20		9305848	Vocalist VLFX-04
21		R0719	IP Telephone 001049071CFC
22		579C-E2946A	Iphone 6s A1688
23			Keyboard (x8)
24			Mouse(x7)
25			Color Laser Jet Pro M452 dn
26			Ecovacs Robotics Deebot 661 D03G. 12
27	1939	U5BGG10938	Helett Packard Laser Jet 2200D
28			Denon Micro Processor Controlled
29			
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39			
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Justification for Surplus:
Authorized Signature of Releasing Dept.

Removal/Transfer Completed by	Date
Surplus Received by	Date
Fixed Asset System Updated by	Date

SURPLUS PROPERTY TRANSFER FORM

(This form must accompany the transfer of any surplus equipment.)

Request Date:	Locations:
	From:
Transferring Dept:	To: _____ Warehouse Surplus
Transferring Division:	Other, please specify _____

Item #	Asset Tag #	Serial #	Description
1	3176	7HDKXP1	Dell Precision R5400
2		M2010050300042	Marantz PMD500U
3		10D0200017A	Digital Mixing Processor Unit D-2008SP
4		D03830455	Magnavok 2V450MW8A
5			Sigma Series SLX
6		10980003A	Sigma Series SLX-322AVL
7		010001	Sigma Series SLX-322AVL
8		D15752492	Magnavok ZC352MV8A
9		GFQ1009159	Graphiq GRO-3101
10		809267009	Extron V5C 500
11			Pico Macom Mor-CS
12		E128811	Pico Macom Mor-PSH
13		20000635000508	Marantz Professional CD Recorder CDR310/U1B
14		01990272	Videotek ADA-16 Audio
15		10980103	Videotek VDA-16 Video
16		R27100804620	Sling Media SB260-XXX
17			Netgear 8 port Dual Speed Hub DS108
18		20040924022029	Marantz Professional Solid State Recorder PMD660
19			TP-Link TL-SF1005D Ethernet Switch
20			Dell keyboard
21		KF120202271	Versa point RF VP6210
22		105248	Sony Remote Control unit RM-BR300
23		T171502612	SMC Network GS5
24			3CCD Mega Panels Sony BRC-300 (x3)
25			Mic Button Panels (x16)
26			Add-A-Zone In-Ceiling Speaker AD2ic
27		705RMPG076816	LG Plasma TV 42PC5DC-UC
28		8017212	Sony LCD Digital color TV KDL-52XBR2
29			Glass Broadcast Desk
30	2049	0032259370	Gateway Profile 4
31			
32			
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Justification for Surplus:
Authorized Signature of Releasing Dept. _____

Removal/Transfer Completed by _____	Date _____
Surplus Received by _____	Date _____
Fixed Asset System Updated by _____	Date _____

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 17



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

SUBJECT: Approve the Notice of Completion for the replacement of the roof at the Hinckley House, 25964 Mission Road, (Heritage Park), as well as, approve the change orders that exceeded the contingency amount.

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 for the replacement of the roof at the Hinckley House, 25964 Mission Road, (Heritage Park), as well as, approve the change orders that exceeded the contingency amount.

BACKGROUND

On April 11, 2023, City Council awarded the contract to La Rocque Better Roofs, Inc. of Newport Beach, CA in the amount of \$56,100.00 for the replacement of the roof at the Hinckley House, 25964 Mission Road, (Heritage Park) and approved a contingency of \$5,600. After opening the roof up, excessive termite and dry rot damage was discovered, which expanded the original scope of the project. Two change orders, totaling \$28,010, were approved by staff, to complete the project. The final project cost came to \$84,110.

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

This project was included in the 2022/23 Budget, as part of the Improvement at the Hinckley House Project. There was sufficient funding in the Park Development Account, 3045320-58250, to cover the additional costs of the unforeseen circumstance.

RECORDING REQUESTED BY:
LYNETTE ARREOLA

AND

WHEN RECORDED MAIL TO:

LYNETTE ARREOLA
CITY CLERK
CITY OF LOMA LINDA
25541 BARTON ROAD
LOMA LINDA CA 92354

APN# 0292-111-31-0000

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 June 30, 2023
8. The work of improvement completed is described as follows: Replace roof at Hinckley House, 25964 Mission Road, Heritage Park
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is La Rocque Better Roofs, Inc of Newport Beach, California
10. The street address of said property is 25964 Mission Road, Loma Linda, CA 92354

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:
Replace roof at Hinckley House, 25964 Mission Road, Heritage Park

Signature of Owner or Agent Owner _____ Date: _____
Lynette Arreola, City Clerk

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 _____ City Clerk 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)
Lynette Arreola, City Clerk

Before



After - Project completed 6/30/23

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 18



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

SUBJECT: Approve the Notice of Completion for the Water Treatment Plant Security System.

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 for the Water Treatment Plant Security System.

BACKGROUND

On October 11, 2022, City Council awarded the contract to Silverstrand Technology, Inc. of El Cajon, CA in the amount of \$18,200 for the Water Treatment Plant Security System and approved a contingency of \$1,800. The final project cost was \$18,127.22. The contractor performed professionally and completed the work satisfactory.

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 available in, fiscal year 2022/2023 budget, Account No. 4657010-51300, Water Enterprise – Production, Repairs & Maintenance – Capital Facilities.

RECORDING REQUESTED BY:
LYNETTE ARREOLA

AND

WHEN RECORDED MAIL TO:

LYNETTE ARREOLA
CITY CLERK
CITY OF LOMA LINDA
25541 BARTON ROAD
LOMA LINDA CA 92354

APN# 0281-172-01-0000

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 June 13, 2023
8. The work of improvement completed is described as follows: Water Treatment Plant Security System

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Silverstrand Technology, Inc, 1387 N. Cuyamaca Street, El Cajon, CA 92020

10. The street address of said property is 1415 Richardson St., San Bernardino, 92408

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:
Water Treatment Plant Security System

Signature of Owner or Agent Owner _____ Date: _____
Lynette Arreola, City Clerk

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 _____ City Clerk _____ 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)
Lynette Arreola, City Clerk

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 19



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

FROM: Lynette Arreola, City Clerk 

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Re-appropriate \$53,300 from unspent encumbered funds from Fiscal Year 2022-23 into FY 2023-24 for the Audio/Visual upgrade in the Council Chambers and Document Management Software

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council re-appropriate \$43,300 from from unspent encumbered funds from Fiscal Year 2022-23 into FY 2023-24 for the Council Chambers Audio Visual upgrade and Document Management Software services.

BACKGROUND:

On April 11, 2023, City Council awarded a contract to Western Audio & Visual Security of Orange, CA to upgrade the audio & visual system in the Council Chambers. The project was funded by The project is estimated to be completed in the beginning of August; however, a portion of the funds were inadvertently not rebudgeted in the General Facilities Account for Fiscal Year 2023-24.

The implementation of data for the Document Management Software is not completed. The work is being carried over to the current fiscal year.

FINANCIAL IMPACT:

Re-appropriate unspent funds from Fiscal Year 2022-23 - \$43,300 from Account No. 3162350-58845 (Council Chambers Audio/Visual Upgrade) and \$10,000 from account no. 0011940-51820 (Document Management Software).

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 20



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: August 8, 2023

TO: City Council

Approved/Continued/Denied
By City Council
Date _____

FROM: Jennifer Pearsall, Human Resources/Risk Management Analyst



VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Council Bill #R-2023-32 Update to the Personnel Rules and Regulations to Include the Practice of Underfilling.

RECOMMENDATION

The City recommends Council adopts Council Bill #R-2023-32 adopting the updated Personnel Rules and Regulations to include the practice of Underfilling positions, Article 8.9.

BACKGROUND

Underfilling a position is the practice of filling a position with an incumbent who is qualified for a lower classification, in the same class series as the original budgeted position. Underfilling will allow the City to hire for difficult to fill vacancies with promotions for current employees and growth opportunities for external candidates.

Loma Linda Municipal Code 2.20.090 states, "Personnel rules, prepared by the personnel officer subject to this chapter and to revision by the city council, shall be adopted, and may be amended from time to time, by resolution of the city council after compliance with Sections 3500 et seq. of the California Government Code and notice of such action has been publicly posted prior to city council consideration. The rules shall establish specific procedures and regulations governing the personnel system."

The Personnel Rules and Regulations have been updated by Human Resources in conjunction with the City's labor attorney, Kevin Dale.

The City and the following bargaining units, Loma Linda Professional Firefighters Local 935 (LLPFF), Loma Linda Public Works Employees Association (LLPWEA), Loma Linda Professional and Administrative Employees Association, have satisfactory met and conferred, agreed and finalized Article 8.9 for review and adoption by the City Council.

FINANCIAL IMPACT

There is no financial impact for the implementation of adopting the Underfill language.

Attachments

Exhibit "A" - Personnel Rules & Regulations, Article 8.9 Underfilling Positions
Exhibit "B" - Underfill Agreement Form

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA,
CALIFORNIA, TO UPDATE THE PERSONNEL RULES AND REGULATIONS
TO INCLUDE THE PRACTICE OF UNDERFILLING.**

WHEREAS, on July 13, 1971, the City Council adopted Ordinance No. 26 establishing the Personnel Rules and Regulations; and

WHEREAS, the objectives of the Personnel Rules and Regulations are to facilitate an efficient and equitable system of personnel management in the municipal government; and

WHEREAS, the City wishes now to update the Personnel Rules and Regulations to evolve to the best recruitment practices; and

WHEREAS, implementing the practice of filling underfilling will allow professional advancement and retention for current employees and additional opportunities to gain employment for external candidates.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda adopts the revised Personnel Rules and Regulations to include Article 8.9, Underfilling Positions attached hereto as Exhibit "A" and the Underfill Agreement Form as Exhibit "B."

PASSED, APPROVED AND ADOPTED this 8th day of August, 2023, by the following vote:

AYES:

ABSENT:

NOES:

Phillip Dupper, Mayor

ATTEST:

Lynette Arreola, City Clerk

8.9 Underfilling Positions

The appointing authority may underfill a position with a related lower level classification when an eligibility list for the allocated position has not been established after a recruitment. An underfill must be appointed from an appropriate eligibility list and appointments must be made on a competitive basis.

An employee will be ineligible to hold regular status in the underfill position until they have met the requirements of the higher classification. Upon meeting the requirements for the allocated level of the position, the employee shall be reclassified the first day of the following pay period. Reclassification to the higher level initiates the probationary period for the higher level classification.

The employee must qualify for the higher classification within a specified period of time as outlined in the Underfill Agreement. If an employee does not meet the minimum qualifications of the allocated position by the specified date in the Underfill Agreement, they will revert back to their former position where they held regular status or an equivalent position at the discretion of the City. New hires who have not held regular status will be released from probation. An extension may be granted by the City Manager in extenuating circumstances.

It will be the responsibility of the employee and their supervisor to notify the Human Resources Department when the employee is eligible for promotion to the allocated position.



City of Loma Linda Underfill Agreement

Employee Name	Budgeted Job Title
Department	Underfill Job Title
Underfill Effective Date	<input type="checkbox"/> New Hire <input type="checkbox"/> Promotion

You will be eligible for promotion to the level of _____ upon qualifying for the position by meeting all of the following designated items:

☐ Experience: _____

☐ Education: _____

☐ Certification or License: _____

☐ Other: _____

You will be working in trainee status and must qualify at the higher level no later than _____.
Date

Upon meeting the requirements for the allocated level of the position, you will be reclassified the first day of the following pay period. Reclassification to the higher level initiates your probationary period for the higher level classification. You will be ineligible to hold regular status at the underfill job classification.

If you do not meet the minimum qualifications of the allocated position within the specified date above, you will revert to your former position where you held regular status or an equivalent position at the discretion of the City. New hires who have not held regular status will be released from probation. An extension may be granted by the City Manager in extenuating circumstances.

It will be the responsibility of the employee and their supervisor to notify the Human Resources Department when the employee is eligible for promotion to the allocated position.

I understand and agree to the terms and conditions described above.	
Employee Signature	Date
Department Head Signature	Date
Human Resources	Date

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 21




City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
John Lenart, Councilman
Bhavin Jindal, Councilman
Rhodes Rigsby, Councilman

COUNCIL AGENDA: August 8, 2023

TO: City Council

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

SUBJECT: Approve the execution of Agreement with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for Collection of Special Taxes, Fees, and Assessments for Fiscal Year 2023-24

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council approve the execution of the Agreement with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for Collection of Special Taxes, Fees, and Assessments for Fiscal Year 2023-24 and authorize the City Manager to sign the Agreement.

BACKGROUND:

The City submits requests to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for special collection of taxes, fees, and assessments on the tax rolls for Landscape Maintenance Assessments, Street Light Assessments, Nuisance Abatement Liens and Weed Abatement Liens. The City is required to provide legal supporting documentation to the County that proves conformity with Proposition 218 and other applicable laws that allow the placing of fees on the tax bills.

In order to remain in compliance and for these special assessments, the City must execute the Agreement for Collection of Special Taxes, Fees, and Assessments with San Bernardino County Auditor-Controller/Treasurer/Tax Collector annually.

ENVIRONMENTAL:

None.

FINANCIAL IMPACT:

No financial impact.



AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
AGREEMENT FOR COLLECTION OF SPECIAL TAXES,
FEES, AND ASSESSMENTS
FISCAL YEAR 2023-24

THIS AGREEMENT is made and entered into this 28th day of July, 2023, by and between the COUNTY OF SAN BERNARDINO, hereinafter referred to as "County" and the City of Loma Linda, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any city, school district, special district, zone or improvement district thereof; and

WHEREAS, the City and County have determined that it is in the public interest that the County, when requested by City, collect on the County tax rolls the special taxes, fees, and assessments for City.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by City as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of City, and of each zone or improvement district thereof.

2. When County is to collect City's special taxes, fees, and assessments, City agrees to notify in writing the Auditor-Controller (268 W. Hospitality Lane, 4TH floor, San Bernardino, CA 92415) of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the Auditor-Controller by said date.

3. County may charge City an amount per parcel for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the City, not to exceed County's actual cost of collection.

4. City warrants that the taxes, fees, or assessments imposed by City and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIIIC and XIIID of the California Constitution (Proposition 218).

5. City hereby releases and forever discharges County and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of City's responsibility under this

agreement, or other action taken by City in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees or assessments as contemplated in this agreement.

6. The County Auditor-Controller has not determined the validity of the taxes or assessments to be collected pursuant to this contract, and the undersigned City hereby assumes any and all responsibility for making such a determination. The undersigned City agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract or the imposition of the taxes or assessments collected pursuant to this contract, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. If any judgment is entered against County or any other indemnified party as a result of action taken to implement this Agreement, City agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on City's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify City of its intent to implement any offset authorized by this paragraph.

7. City agrees that its officers, agents and employees will cooperate with County by answering inquiries made to City by any person concerning City's special tax, fee, or assessment, and City agrees that its officers, agents, and employees will not refer such individuals making inquiries to County officers or employees for response.

8. City shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by City shall be void and shall immediately and automatically terminate this agreement

9. This agreement shall be effective for the 2023-24 fiscal year.

10. Either party may terminate this agreement for any reason upon 30 days written notice to the other party. The County Auditor-Controller shall have the right to exercise County's right and authority under this contract including the right to terminate the contract.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. Each person signing this agreement represents and warrants that he or she has been fully authorized to do so.

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

City: City of Loma Linda

By: _____

Printed Name: T. Jarb Thaipejr

Title: City Manager

Date: 8/2/23

ENSEN MASON CPA, CFA,
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____

Printed Name: Franciliza Zyss

Title: Interim Chief Deputy, Property Tax

Date: _____

CITY COUNCIL AGENDA PACKET

AGENDA ITEM NO 22



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: August 8, 2023

TO: City Council

Approved/Continued/Denied
By City Council
Date _____

FROM: Jennifer Pearsall, Human Resources/Risk Management Analyst



VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Council Bill #R-2023-33 Increase the Salary Range for Customer Support Technician and Update the Miscellaneous and Fire Salary Schedule.

RECOMMENDATION

The City recommends City Council adopt Council Bill #R-2023-33, a Resolution to increase the salary range for the Customer Support technician from a grade fifteen (15) to a grade sixteen (16) and update the salary schedule to reflect that change.

BACKGROUND

Currently the City of Loma Linda, is actively trying to fill the vacancy of the Customer Support Technician (Information Systems). The grade of fifteen (15) has proven not to be a competitive rate to adequately fill the vacancy. In order to support the Loma Linda Connected Community (LLCCP) fiber optic internet service, we are requesting to increase the salary to become competitive with other agencies.

FINANCIAL IMPACT

Previously the projected budget for the position was a grade fifteen (15) and the new proposed range would be a grade sixteen (16). This increase would amount to an annual increase of \$3,418.47.

Attachments

Exhibit "A" – Salary Table All Units Revised 08-08-2023

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA CALIFORNIA, TO INCREASE THE SALARY RANGE FOR CUSTOMER SUPPORT TECHNICIAN AND UPDATE THE MISCELLANEOUS AND FIRE SALARY SCHEDULE.

WHEREAS, the City of Loma Linda (“City”) has the unique challenge to operate its own fiber optic internet service, the Loma Linda Connected Community (LLCCP); and

WHEREAS, The City recognizes we need to remain competitive to attract and retain employees; and

WHEREAS, the City of Loma Linda (“City”) contracts with the California Public Employees’ Retirement System (“CalPERS”) to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City of Loma Linda desires to establish a new salary table for to reflect the salary increase for the Customer Support Technician, effective August 8, 2023; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda adopts the salary increase for the Customer Support Technician and as follows:

Section 1: This Resolution shall take the place of all existing Resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way, regarding subject matter that is not contained in this Resolution. In the event that any provision of this Resolution is in conflict with an employment contract of an unrepresented and/or unaffiliated City employee, the applicable employment contract shall supersede and govern the City’s policies and practices with regard to that particular employee.

Section 2: The pay schedule for all employees of the City, which shall be effective August 8, 2023, is hereby updated in the salary schedule, attached hereto as Exhibit A.

Section 3: The pay schedule contained in the salary schedule in Exhibit A is hereby adopted and will be made available for public viewing via the City website for no less than five (5) years.

PASSED, APPROVED AND ADOPTED this 8th day of August, 2023, by the following vote:

AYES:

ABSENT:

NOES:

Phillip Dupper, Mayor

ATTEST:

Lynette Arreola, City Clerk

CITY OF LOMA LINDA
Pay Schedule By Classification
Fiscal Year 2023/2024
Effective August 8, 2023

Exhibit A

Revised: August 8, 2023

TITLE	UNIT	PAY TYPE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ACCOUNTANT	PAEA	Annual	21	67,808.5736	71,199.0059	74,758.9608	78,496.9047	82,421.7489	86,542.8395	88,706.4138
		Monthly		5,650.7145	5,933.2505	6,229.9134	6,541.4087	6,868.4791	7,211.9033	7,392.2012
		Bi-weekly		2,608.0221	2,738.4233	2,875.3446	3,019.1117	3,170.0673	3,328.5707	3,411.7851
		Hourly		32.6003	34.2303	35.9418	37.7389	39.6258	41.6071	42.6473
ACCOUNTING MANAGER	UMCE	Annual	24	85,419.2642	89,690.2227	94,174.7328	98,883.4653	103,827.6396	109,019.0237	111,744.4995
		Monthly		7,118.2720	7,474.1852	7,847.8944	8,240.2888	8,652.3033	9,084.9186	9,312.0416
		Bi-weekly		3,285.3563	3,449.6240	3,622.1051	3,803.2102	3,993.3708	4,193.0394	4,297.8654
		Hourly		41.0670	43.1203	45.2763	47.5401	49.9171	52.4130	53.7233
ACCOUNTING SPECIALIST	LLPAEA	Annual	17	49,841.3255	52,333.3881	54,950.0544	57,697.5551	60,582.4313	63,611.5554	65,201.8433
		Monthly		4,153.4438	4,361.1157	4,579.1712	4,808.1296	5,048.5359	5,300.9630	5,433.4869
		Bi-weekly		1,916.9741	2,012.8226	2,113.4636	2,219.1367	2,330.0935	2,446.5983	2,507.7632
		Hourly		23.9622	25.1603	26.4183	27.7392	29.1262	30.5825	31.3470
ACCOUNTING TECHNICIAN I	LLPAEA	Annual	14	39,565.6592	41,543.9375	43,621.1307	45,802.1862	48,092.2997	50,496.9152	51,759.3357
		Monthly		3,297.1383	3,461.9948	3,635.0942	3,816.8489	4,007.6916	4,208.0763	4,313.2780
		Bi-weekly		1,521.7561	1,597.8437	1,677.7358	1,761.6225	1,849.7038	1,942.1890	1,990.7437
		Hourly		19.0220	19.9730	20.9717	22.0203	23.1213	24.2774	24.8843
ACCOUNTING TECHNICIAN II	LLPAEA	Annual	16	46,149.3770	48,456.8474	50,879.6892	53,423.6778	56,094.8576	58,899.6041	60,372.0985
		Monthly		3,845.7814	4,038.0706	4,239.9741	4,451.9732	4,674.5715	4,908.3003	5,031.0082
		Bi-weekly		1,774.9760	1,863.7249	1,956.9111	2,054.7568	2,157.4945	2,265.3694	2,322.0038
		Hourly		22.1872	23.2966	24.4614	25.6845	26.9687	28.3171	29.0250
ADMINISTRATIVE SPECIALIST I	LLPAEA	Annual	13	36,634.8704	38,466.6134	40,389.9435	42,409.4459	44,529.9228	46,756.4148	47,925.3231
		Monthly		3,052.9059	3,205.5511	3,365.8286	3,534.1205	3,710.8269	3,896.3679	3,993.7769
		Bi-weekly		1,409.0335	1,479.4851	1,553.4594	1,631.1325	1,712.6893	1,798.3236	1,843.2817
		Hourly		17.6129	18.4936	19.4182	20.3892	21.4086	22.4790	23.0410
ADMINISTRATIVE SPECIALIST II	LLPAEA	Annual	14	39,565.6592	41,543.9375	43,621.1307	45,802.1862	48,092.2997	50,496.9152	51,759.3357
		Monthly		3,297.1383	3,461.9948	3,635.0942	3,816.8489	4,007.6916	4,208.0763	4,313.2780
		Bi-weekly		1,521.7561	1,597.8437	1,677.7358	1,761.6225	1,849.7038	1,942.1890	1,990.7437
		Hourly		19.0220	19.9730	20.9717	22.0203	23.1213	24.2774	24.8843

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ADMINISTRATIVE SPECIALIST III	LLPAEA	Annual	17	49,841.3255	52,333.3881	54,950.0544	57,697.5551	60,582.4313	63,611.5554	65,201.8433
		Monthly		4,153.4438	4,361.1157	4,579.1712	4,808.1296	5,048.5359	5,300.9630	5,433.4869
		Bi-weekly		1,916.9741	2,012.8226	2,113.4636	2,219.1367	2,330.0935	2,446.5983	2,507.7632
		Hourly		23.9622	25.1603	26.4183	27.7392	29.1262	30.5825	31.3470
ASSISTANT CITY MANAGER	UMCE	Annual	32	158,105.0993	166,010.3568	174,310.8705	183,026.4192	192,177.7443	201,786.6326	206,831.2950
		Monthly		13,175.4249	13,834.1964	14,525.9059	15,252.2016	16,014.8120	16,815.5527	17,235.9413
		Bi-weekly		6,080.9654	6,385.0137	6,704.2643	7,039.4777	7,391.4517	7,761.0243	7,955.0498
		Hourly		76.0121	79.8127	83.8033	87.9935	92.3931	97.0128	99.4381
ASSISTANT PLANNER	UMCE	Annual	20	62,785.7186	65,925.0081	69,221.2554	72,682.3161	76,316.4288	80,132.2461	82,135.5507
		Monthly		5,232.1432	5,493.7507	5,768.4380	6,056.8597	6,359.7024	6,677.6872	6,844.6292
		Bi-weekly		2,414.8353	2,535.5772	2,662.3560	2,795.4737	2,935.2473	3,082.0095	3,159.0596
		Hourly		30.1854	31.6947	33.2794	34.9434	36.6906	38.5251	39.4882
ASSISTANT PUBLIC WORKS	UMCE	Annual	28	116,211.9632	122,022.5567	128,123.6850	134,529.8693	141,256.3653	148,319.1846	152,027.1653
DIRECTOR/ CITY ENGINEER		Monthly		9,684.3303	10,168.5464	10,676.9738	11,210.8224	11,771.3638	12,359.9321	12,668.9304
		Bi-weekly		4,469.6909	4,693.1753	4,927.8340	5,174.2257	5,432.9371		5,847.1987
		Hourly		55.8711	58.6647	61.5979	64.6778	67.9117	71.3073	73.0900
ASSOCIATE ENGINEER	UMCE	Annual	26	99,633.0330	104,614.6847	109,845.4194	115,337.6883	121,104.5738	127,159.7999	130,338.7920
		Monthly		8,302.7528	8,717.8904	9,153.7850	9,611.4740	10,092.0478	10,596.6500	10,861.5660
		Bi-weekly		3,832.0397	4,023.6417	4,224.8238	4,436.0649	4,657.8682	4,890.7615	5,013.0305
		Hourly		47.9005	50.2955	52.8103	55.4508	58.2234	61.1345	62.6629
ASSOCIATE PLANNER	UMCE	Annual	21	67,808.5736	71,199.0059	74,758.9608	78,496.9047	82,421.7489	86,542.8395	88,706.4138
		Monthly		5,650.7145	5,933.2505	6,229.9134	6,541.4087	6,868.4791	7,211.9033	7,392.2012
		Bi-weekly		2,608.0221	2,738.4233	2,875.3446	3,019.1117	3,170.0673	3,328.5707	3,411.7851
		Hourly		32.6003	34.2303	35.9418	37.7389	39.6258	41.6071	42.6473
CITY CLERK	UMCE	Annual	25	92,252.8103	96,865.4534	101,708.7255	106,794.1670	112,133.8769	117,740.5754	120,684.0947
		Monthly		7,687.7342	8,072.1211	8,475.7271	8,899.5139	9,344.4897	9,811.7146	10,057.0079
		Bi-weekly		3,548.1850	3,725.5944	3,911.8741	4,107.4680	4,312.8414	4,528.4837	4,641.6959
		Hourly		44.3523	46.5699	48.8984	51.3433	53.9105	56.6060	58.0212

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CITY MANAGER	UMCE	Annual		263,238.9535						
		Monthly		21,936.5795						
		Bi-weekly		10,124.5751						
		Hourly		126.5572						
COUNCIL MEMBER	ELECTED OFFICIAL	Annual		12,800.7600						
		Monthly		1,066.7300						
CODE COMPLIANCE/ANIMAL CONTROL OFFICER	LLPAEA	Annual	18	53,828.6319	56,520.0666	59,346.0720	62,313.3756	65,429.0465	68,700.4952	70,418.0052
		Monthly		4,485.7193	4,710.0056	4,945.5060	5,192.7813	5,452.4205	5,725.0413	5,868.1671
		Bi-weekly		2,070.3320	2,173.8487	2,282.5412	2,396.6683	2,516.5018	2,642.3267	2,708.3848
		Hourly		25.8791	27.1731	28.5318	29.9584	31.4563	33.0291	33.8548
COMMUNICATIONS INFRASTRUCTURE INSPECTOR	UMCE	Annual	23	79,091.9159	83,046.5163	87,198.8432	91,558.7807	96,136.7202	100,943.5604	103,467.1491
		Monthly		6,590.9930	6,920.5430	7,266.5703	7,629.8984	8,011.3934	8,411.9634	8,622.2624
		Bi-weekly		3,041.9968	3,194.0968	3,353.8017	3,521.4916	3,697.5662	3,882.4446	3,979.5057
		Hourly		38.0250	39.9262	41.9225	44.0186	46.2196	48.5306	49.7438
COMMUNITY DEVELOPMENT DIRECTOR	UMCE	Annual	30	135,549.6341	142,327.1142	149,443.4741	156,915.6462	164,761.4327	172,999.5048	177,324.4904
		Monthly		11,295.8028	11,860.5929	12,453.6228	13,076.3039	13,730.1194	14,416.6254	14,777.0409
		Bi-weekly		5,213.4475	5,474.1198	5,747.8259	6,035.2172	6,336.9782	6,653.8271	6,820.1727
		Hourly		65.1681	68.4265	71.8478	75.4402	79.2122	83.1728	85.2522
CUSTOMER SERVICE/ METER TECH	LLPWEA	Annual	18	53,828.6319	56,520.0666	59,346.0720	62,313.3756	65,429.0465	68,700.4952	70,418.0052
		Monthly		4,485.7193	4,710.0056	4,945.5060	5,192.7813	5,452.4205	5,725.0413	5,868.1671
		Bi-weekly		2,070.3320	2,173.8487	2,282.5412	2,396.6683	2,516.5018	2,642.3267	2,708.3848
		Hourly		25.8791	27.1731	28.5318	29.9584	31.4563	33.0291	33.8548

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CUSTOMER SUPPORT TECHNICIAN	PAEA	Annual	16	46,149.3770	48,456.8474	50,879.6892	53,423.6778	56,094.8576	58,899.6041	60,372.0985
		Monthly		3,845.7814	4,038.0706	4,239.9741	4,451.9732	4,674.5715	4,908.3003	5,031.0082
		Bi-weekly		1,774.9760	1,863.7249	1,956.9111	2,054.7568	2,157.4945	2,265.3694	2,322.0038
		Hourly		22.1872	23.2966	24.4614	25.6845	26.9687	28.3171	29.0250

ENGINEERING TECHNICIAN/GIS ANALYST	LLPAEA	Annual	19	58,134.9254	61,041.6711	64,093.7516	67,298.4428	70,663.3623	74,196.5315	76,051.4481
		Monthly		4,844.5771	5,086.8059	5,341.1460	5,608.2036	5,888.6135	6,183.0443	6,337.6207
		Bi-weekly		2,235.9587	2,347.7566	2,465.1443	2,588.4016	2,717.8216	2,853.7127	2,925.0557
		Hourly		27.9495	29.3470	30.8143	32.3550	33.9728	35.6714	36.5632
EXECUTIVE AIDE	UMCE	Annual	19	58,134.9254	61,041.6711	64,093.7516	67,298.4428	70,663.3623	74,196.5315	76,051.4481
		Monthly		4,844.5771	5,086.8059	5,341.1460	5,608.2036	5,888.6135	6,183.0443	6,337.6207
		Bi-weekly		2,235.9587	2,347.7566	2,465.1443	2,588.4016	2,717.8216	2,853.7127	2,925.0557
		Hourly		27.9495	29.3470	30.8143	32.3550	33.9728	35.6714	36.5632

EXECUTIVE ASSISTANT	UMCE	Annual	20	62,785.7186	65,925.0081	69,221.2554	72,682.3161	76,316.4288	80,132.2461	82,135.5507
		Monthly		5,232.1432	5,493.7507	5,768.4380	6,056.8597	6,359.7024	6,677.6872	6,844.6292
		Bi-weekly		2,414.8353	2,535.5772	2,662.3560	2,795.4737	2,935.2473	3,082.0095	3,159.0596
		Hourly		30.1854	31.6947	33.2794	34.9434	36.6906	38.5251	39.4882

FACILITY MAINTENANCE COORDINATOR	LLPWEA	Annual	19	58,134.9254	61,041.6711	64,093.7516	67,298.4428	70,663.3623	74,196.5315	76,051.4481
		Monthly		4,844.5771	5,086.8059	5,341.1460	5,608.2036	5,888.6135	6,183.0443	6,337.6207
		Bi-weekly		2,235.9587	2,347.7566	2,465.1443	2,588.4016	2,717.8216	2,853.7127	2,925.0557
		Hourly		27.9495	29.3470	30.8143	32.3550	33.9728	35.6714	36.5632

FIELD MAINTENANCE TECH I	LLPWEA	Annual	15	42,730.9078	44,867.4570	47,110.8299	49,466.3760	51,939.6948	54,536.6754	55,900.0913
		Monthly		3,560.9090	3,738.9548	3,925.9025	4,122.1980	4,328.3079	4,544.7230	4,658.3409
		Bi-weekly		1,643.4965	1,725.6714	1,811.9550	1,902.5529	1,997.6806	2,097.5644	2,150.0035
		Hourly		20.5437	21.5709	22.6494	23.7819	24.9710	26.2196	26.8750

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FIELD MAINTENANCE TECH II	LLPWEA	Annual	18	53,828.6319	56,520.0666	59,346.0720	62,313.3756	65,429.0465	68,700.4952	70,418.0052
		Monthly		4,485.7193	4,710.0056	4,945.5060	5,192.7813	5,452.4205	5,725.0413	5,868.1671
		Bi-weekly		2,070.3320	2,173.8487	2,282.5412	2,396.6683	2,516.5018	2,642.3267	2,708.3848
		Hourly		25.8791	27.1731	28.5318	29.9584	31.4563	33.0291	33.8548
FIELD MAINTENANCE TECH III	LLPWEA	Annual	19	58,134.9254	61,041.6711	64,093.7516	67,298.4428	70,663.3623	74,196.5315	76,051.4481
		Monthly		4,844.5771	5,086.8059	5,341.1460	5,608.2036	5,888.6135	6,183.0443	6,337.6207
		Bi-weekly		2,235.9587	2,347.7566	2,465.1443	2,588.4016	2,717.8216	2,853.7127	2,925.0557
		Hourly		27.9495	29.3470	30.8143	32.3550	33.9728	35.6714	36.5632
FIELD SERVICES SUPERINTENDENT	UMCE	Annual	25	92,252.8103	96,865.4534	101,708.7255	106,794.1670	112,133.8769	117,740.5754	120,684.0947
		Monthly		7,687.7342	8,072.1211	8,475.7271	8,899.5139	9,344.4897	9,811.7146	10,057.0079
		Bi-weekly		3,548.1850	3,725.5944	3,911.8741	4,107.4680	4,312.8414	4,528.4837	4,641.6959
		Hourly		44.3523	46.5699	48.8984	51.3433	53.9105	56.6060	58.0212
FINANCE DIRECTOR	UMCE	Annual	30	135,549.6341	142,327.1142	149,443.4741	156,915.6462	164,761.4327	172,999.5048	177,324.4904
		Monthly		11,295.8028	11,860.5929	12,453.6228	13,076.3039	13,730.1194	14,416.6254	14,777.0409
		Bi-weekly		5,213.4475	5,474.1198	5,747.8259	6,035.2172	6,336.9782	6,653.8271	6,820.1727
		Hourly		65.1681	68.4265	71.8478	75.4402	79.2122	83.1728	85.2522
FIRE BATTALION CHIEF	USFMC	Annual	FIRE 14	130,318.5578	136,834.4831	143,676.2057	150,860.0165	158,403.0137	162,363.0893	166,422.1626
		Monthly		10,859.8798	11,402.8736	11,973.0171	12,571.6680	13,200.2511	13,530.2574	13,868.5136
		Bi-weekly		5,012.2522	5,262.8647	5,526.0079	5,802.3083	6,092.4236	6,244.7342	6,400.8524
		40-hour		62.6532	65.7858	69.0751	72.5289	76.1553	78.0592	80.0107
		56-hour		44.7523	46.9899	49.3394	51.8063	54.3966	55.7566	57.1505
FIRE CAPTAIN	LLPF	Annual	FIRE 8	97,245.7227	102,108.0078	107,213.4041	112,574.0727	118,202.7753	121,157.8452	124,186.7934
		Monthly		8,103.8102	8,509.0007	8,934.4503	9,381.1727	9,850.2313	10,096.4871	10,348.8995
		Bi-weekly		3,740.2201	3,927.2311	4,123.5925	4,329.7720	4,546.2606	4,659.9171	4,776.4151
		40-hour		46.7528	49.0904	51.5449	54.1222	56.8283	58.2490	59.7052
		56-hour		33.3948	35.0646	36.8178	38.6587	40.5916	41.6064	42.6466

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FIRE CHIEF	USFMC	Annual	33	170,753.5031	179,291.1767	188,255.7360	197,668.5228	207,551.9448	217,929.5379	223,377.7779
		Monthly		14,229.4586	14,940.9314	15,687.9780	16,472.3769	17,295.9954	18,160.7948	18,614.8148
		Bi-weekly		6,567.4424	6,895.8145	7,240.6052	7,602.6355	7,982.7671	8,381.9053	8,591.4530
		Hourly		82.0930	86.1977	90.5076	95.0329	99.7846	104.7738	107.3932
FIRE DIVISION CHIEF	USFMC	Annual	FIRE 14	130,318.5578	136,834.4831	143,676.2057	150,860.0165	158,403.0137	162,363.0893	166,422.1626
		Monthly		10,859.8798	11,402.8736	11,973.0171	12,571.6680	13,200.2511	13,530.2574	13,868.5136
		Bi-weekly		5,012.2522	5,262.8647	5,526.0079	5,802.3083	6,092.4236	6,244.7342	6,400.8524
		40-hour		62.6532	65.7858	69.0751	72.5289	76.1553	78.0592	80.0107
		56-hour		44.7523	46.9899	49.3394	51.8063	54.3966	55.7566	57.1505
FIRE ENGINEER	LLPF	Annual	FIRE 6	88,204.7390	92,614.9775	97,245.7227	102,108.0078	107,213.4041	109,893.7436	112,641.0890
		Monthly		7,350.3949	7,717.9148	8,103.8102	8,509.0007	8,934.4503	9,157.8120	9,386.7574
		Bi-weekly		3,392.4900	3,562.1145	3,740.2201	3,927.2311	4,123.5925	4,226.6824	4,332.3496
		40-hour		42.4061	44.5264	46.7528	49.0904	51.5449	52.8335	54.1544
		56-hour		30.2901	31.8046	33.3948	35.0646	36.8178	37.7382	38.6817
FIRE MARSHAL I	USFMC	Annual	FIRE 8	97,245.7227	102,108.0078	107,213.4041	112,574.0727	118,202.7753	121,157.8452	124,186.7934
		Monthly		8,103.8102	8,509.0007	8,934.4503	9,381.1727	9,850.2313	10,096.4871	10,348.8995
		Bi-weekly		3,740.2201	3,927.2311	4,123.5925	4,329.7720	4,546.2606	4,659.9171	4,776.4151
		40-hour		46.7528	49.0904	51.5449	54.1222	56.8283	58.2490	59.7052
		56-hour		33.3948	35.0646	36.8178	38.6587	40.5916	41.6064	42.6466
FIRE MARSHAL II	USFMC	Annual	FIRE 14	130,318.5578	136,834.4831	143,676.2057	150,860.0165	158,403.0137	162,363.0893	166,422.1626
		Monthly		10,859.8798	11,402.8736	11,973.0171	12,571.6680	13,200.2511	13,530.2574	13,868.5136
		Bi-weekly		5,012.2522	5,262.8647	5,526.0079	5,802.3083	6,092.4236	6,244.7342	6,400.8524
		40-hour		62.6532	65.7858	69.0751	72.5289	76.1553	78.0592	80.0107
		56-hour		44.7523	46.9899	49.3394	51.8063	54.3966	55.7566	57.1505
FIREFIGHTER/PARAMEDIC	LLPF	Annual	FIRE 4	80,004.2994	84,004.5123	88,204.7390	92,614.9775	97,245.7227	99,676.8653	102,168.7830
		Monthly		6,667.0250	7,000.3760	7,350.3949	7,717.9148	8,103.8102	8,306.4054	8,514.0653
		Bi-weekly		3,077.0884	3,230.9428	3,392.4900	3,562.1145	3,740.2201	3,833.7256	3,929.5686
		40-hour		38.4636	40.3868	42.4061	44.5264	46.7528	47.9216	49.1196
		56-hour		27.4740	28.8477	30.2901	31.8046	33.3948	34.2297	35.0854

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FIREFIGHTER-EMT	LLPF	Annual	FIRE 1	69,110.7201	72,566.2512	76,194.5679	80,004.2994	84,004.5123	86,104.6205	88,257.2342
		Monthly		5,759.2267	6,047.1876	6,349.5473	6,667.0250	7,000.3760	7,175.3850	7,354.7695
		Bi-weekly		2,658.1046	2,791.0097	2,930.5603	3,077.0884	3,230.9428	3,311.7162	3,394.5090
		40-hour		33.2263	34.8876	36.6320	38.4636	40.3868	41.3965	42.4314
		56-hour		23.7331	24.9197	26.1657	27.4740	28.8477	29.5689	30.3081

FIRE PREVENTION INSPECTOR	LLPAEA	Annual	21	67,808.5736	71,199.0059	74,758.9608	78,496.9047	82,421.7489	86,542.8395	88,706.4138
		Monthly		5,650.7145	5,933.2505	6,229.9134	6,541.4087	6,868.4791	7,211.9033	7,392.2012
		Bi-weekly		2,608.0221	2,738.4233	2,875.3446	3,019.1117	3,170.0673	3,328.5707	3,411.7851
		Hourly		32.6003	34.2303	35.9418	37.7389	39.6258	41.6071	42.6473

HUMAN RESOURCES - RISK MANAGEMENT ANALYST	UMCE	Annual	21	67,808.5736	71,199.0059	74,758.9608	78,496.9047	82,421.7489	86,542.8395	88,706.4138
		Monthly		5,650.7145	5,933.2505	6,229.9134	6,541.4087	6,868.4791	7,211.9033	7,392.2012
		Bi-weekly		2,608.0221	2,738.4233	2,875.3446	3,019.1117	3,170.0673	3,328.5707	3,411.7851
		Hourly		32.6003	34.2303	35.9418	37.7389	39.6258	41.6071	42.6473

INFORMATION SYSTEMS ANALYST I	UMCE	Annual	20	62,785.7186	65,925.0081	69,221.2554	72,682.3161	76,316.4288	80,132.2461	82,135.5507
		Monthly		5,232.1432	5,493.7507	5,768.4380	6,056.8597	6,359.7024	6,677.6872	6,844.6292
		Bi-weekly		2,414.8353	2,535.5772	2,662.3560	2,795.4737	2,935.2473	3,082.0095	3,159.0596
		Hourly		30.1854	31.6947	33.2794	34.9434	36.6906	38.5251	39.4882

INFORMATION SYSTEMS ANALYST II	UMCE	Annual	21	67,808.5736	71,199.0059	74,758.9608	78,496.9047	82,421.7489	86,542.8395	88,706.4138
		Monthly		5,650.7145	5,933.2505	6,229.9134	6,541.4087	6,868.4791	7,211.9033	7,392.2012
		Bi-weekly		2,608.0221	2,738.4233	2,875.3446	3,019.1117	3,170.0673	3,328.5707	3,411.7851
		Hourly		32.6003	34.2303	35.9418	37.7389	39.6258	41.6071	42.6473

INFORMATION SYSTEMS ANALYST III	UMCE	Annual	22	73,233.2570	76,894.9214	80,739.6669	84,776.6534	89,015.4855	93,466.2650	95,802.9224
		Monthly		6,102.7714	6,407.9101	6,728.3056	7,064.7211	7,417.9571	7,788.8554	7,983.5769
		Bi-weekly		2,816.6637	2,957.4970	3,105.3718	3,260.6405	3,423.6725	3,594.8563	3,684.7278
		Hourly		35.2083	36.9687	38.8171	40.7580	42.7959	44.9357	46.0591

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INFORMATION SYSTEMS ANALYST IV	UMCE	Annual	25	92,252.8103	96,865.4534	101,708.7255	106,794.1670	112,133.8769	117,740.5754	120,684.0947
		Monthly		7,687.7342	8,072.1211	8,475.7271	8,899.5139	9,344.4897	9,811.7146	10,057.0079
		Bi-weekly		3,548.1850	3,725.5944	3,911.8741	4,107.4680	4,312.8414	4,528.4837	4,641.6959
		Hourly		44.3523	46.5699	48.8984	51.3433	53.9105	56.6060	58.0212
LEAD MECHANIC/FLEET SVCS COORDINATOR	LLPWEA	Annual	19	58,134.9254	61,041.6711	64,093.7516	67,298.4428	70,663.3623	74,196.5315	76,051.4481
		Monthly		4,844.5771	5,086.8059	5,341.1460	5,608.2036	5,888.6135	6,183.0443	6,337.6207
		Bi-weekly		2,235.9587	2,347.7566	2,465.1443	2,588.4016	2,717.8216	2,853.7127	2,925.0557
		Hourly		27.9495	29.3470	30.8143	32.3550	33.9728	35.6714	36.5632
PARKING CONTROL OFFICER-SPECIAL EVENTS COORDINATOR	LLPAEA	Annual	16	46,149.3770	48,456.8474	50,879.6892	53,423.6778	56,094.8576	58,899.6041	60,372.0985
		Monthly		3,845.7814	4,038.0706	4,239.9741	4,451.9732	4,674.5715	4,908.3003	5,031.0082
		Bi-weekly		1,774.9760	1,863.7249	1,956.9111	2,054.7568	2,157.4945	2,265.3694	2,322.0038
		Hourly		22.1872	23.2966	24.4614	25.6845	26.9687	28.3171	29.0250
PARKING ENFORCEMENT/ANIMAL CONTROL OFFICER	LLPAEA	Annual	18	53,828.6319	56,520.0666	59,346.0720	62,313.3756	65,429.0465	68,700.4952	70,418.0052
		Monthly		4,485.7193	4,710.0056	4,945.5060	5,192.7813	5,452.4205	5,725.0413	5,868.1671
		Bi-weekly		2,070.3320	2,173.8487	2,282.5412	2,396.6683	2,516.5018	2,642.3267	2,708.3848
		Hourly		25.8791	27.1731	28.5318	29.9584	31.4563	33.0291	33.8548
PLANNING TECHNICIAN	UMCE	Annual	19	58,134.9254	61,041.6711	64,093.7516	67,298.4428	70,663.3623	74,196.5315	76,051.4481
		Monthly		4,844.5771	5,086.8059	5,341.1460	5,608.2036	5,888.6135	6,183.0443	6,337.6207
		Bi-weekly		2,235.9587	2,347.7566	2,465.1443	2,588.4016	2,717.8216	2,853.7127	2,925.0557
		Hourly		27.9495	29.3470	30.8143	32.3550	33.9728	35.6714	36.5632
PUBLIC WORKS DIRECTOR/CITY ENGINEER	UMCE	Annual	31	146,393.6085	153,713.2941	161,398.9557	169,468.9025	177,942.3440	186,839.4627	191,510.4488
		Monthly		12,199.4674	12,809.4412	13,449.9130	14,122.4085	14,828.5287	15,569.9552	15,959.2041
		Bi-weekly		5,630.5234	5,912.0498	6,207.6521	6,518.0347	6,843.9363	7,186.1332	7,365.7865
		Hourly		70.3815	73.9006	77.5957	81.4754	85.5492	89.8267	92.0723

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SENIOR ACCOUNTANT/FINANCIAL ANALYST	UMCE	Annual	23	79,091.9159	83,046.5163	87,198.8432	91,558.7807	96,136.7202	100,943.5604	103,467.1491
		Monthly		6,590.9930	6,920.5430	7,266.5703	7,629.8984	8,011.3934	8,411.9634	8,622.2624
		Bi-weekly		3,041.9968	3,194.0968	3,353.8017	3,521.4916	3,697.5662	3,882.4446	3,979.5057
		Hourly		38.0250	39.9262	41.9225	44.0186	46.2196	48.5306	49.7438
SENIOR CENTER MANAGER	UMCE	Annual	21	67,808.5736	71,199.0059	74,758.9608	78,496.9047	82,421.7489	86,542.8395	88,706.4138
		Monthly		5,650.7145	5,933.2505	6,229.9134	6,541.4087	6,868.4791	7,211.9033	7,392.2012
		Bi-weekly		2,608.0221	2,738.4233	2,875.3446	3,019.1117	3,170.0673	3,328.5707	3,411.7851
		Hourly		32.6003	34.2303	35.9418	37.7389	39.6258	41.6071	42.6473
SENIOR CODE ENFORCEMENT OFFICER	UMCE	Annual	20	62,785.7186	65,925.0081	69,221.2554	72,682.3161	76,316.4288	80,132.2461	82,135.5507
		Monthly		5,232.1432	5,493.7507	5,768.4380	6,056.8597	6,359.7024	6,677.6872	6,844.6292
		Bi-weekly		2,414.8353	2,535.5772	2,662.3560	2,795.4737	2,935.2473	3,082.0095	3,159.0596
		Hourly		30.1854	31.6947	33.2794	34.9434	36.6906	38.5251	39.4882
SENIOR PLANNER	UMCE	Annual	25	92,252.8103	96,865.4534	101,708.7255	106,794.1670	112,133.8769	117,740.5754	120,684.0947
		Monthly		7,687.7342	8,072.1211	8,475.7271	8,899.5139	9,344.4897	9,811.7146	10,057.0079
		Bi-weekly		3,548.1850	3,725.5944	3,911.8741	4,107.4680	4,312.8414	4,528.4837	4,641.6959
		Hourly		44.3523	46.5699	48.8984	51.3433	53.9105	56.6060	58.0212
STORMWATER INSPECTOR	UMCE	Annual	18	53,828.6319	56,520.0666	59,346.0720	62,313.3756	65,429.0465	68,700.4952	70,418.0052
		Monthly		4,485.7193	4,710.0056	4,945.5060	5,192.7813	5,452.4205	5,725.0413	5,868.1671
		Bi-weekly		2,070.3320	2,173.8487	2,282.5412	2,396.6683	2,516.5018	2,642.3267	2,708.3848
		Hourly		25.8791	27.1731	28.5318	29.9584	31.4563	33.0291	33.8548
STUDENT INTERN	PT	Annual	1	32,240.0000						
		Monthly		2,686.6667						
		Bi-weekly		1,240.0000						
		Hourly		15.5000						

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SUPERVISING ACCOUNTING TECHNICIAN	UMCE	Annual	19	58,134.9254	61,041.6711	64,093.7516	67,298.4428	70,663.3623	74,196.5315	76,051.4481
		Monthly		4,844.5771	5,086.8059	5,341.1460	5,608.2036	5,888.6135	6,183.0443	6,337.6207
		Bi-weekly		2,235.9587	2,347.7566	2,465.1443	2,588.4016	2,717.8216	2,853.7127	2,925.0557
		Hourly		27.9495	29.3470	30.8143	32.3550	33.9728	35.6714	36.5632
TREATMENT PLANT OPERATOR I	LLPWEA	Annual	17	49,841.3255	52,333.3881	54,950.0544	57,697.5551	60,582.4313	63,611.5554	65,201.8433
		Monthly		4,153.4438	4,361.1157	4,579.1712	4,808.1296	5,048.5359	5,300.9630	5,433.4869
		Bi-weekly		1,916.9741	2,012.8226	2,113.4636	2,219.1367	2,330.0935	2,446.5983	2,507.7632
		Hourly		23.9622	25.1603	26.4183	27.7392	29.1262	30.5825	31.3470
TREATMENT PLANT OPERATOR II	LLPWEA	Annual	19	58,134.9254	61,041.6711	64,093.7516	67,298.4428	70,663.3623	74,196.5315	76,051.4481
		Monthly		4,844.5771	5,086.8059	5,341.1460	5,608.2036	5,888.6135	6,183.0443	6,337.6207
		Bi-weekly		2,235.9587	2,347.7566	2,465.1443	2,588.4016	2,717.8216	2,853.7127	2,925.0557
		Hourly		27.9495	29.3470	30.8143	32.3550	33.9728	35.6714	36.5632
TREATMENT PLANT OPERATOR III	LLPWEA	Annual	20	62,785.7186	65,925.0081	69,221.2554	72,682.3161	76,316.4288	80,132.2461	82,135.5507
		Monthly		5,232.1432	5,493.7507	5,768.4380	6,056.8597	6,359.7024	6,677.6872	6,844.6292
		Bi-weekly		2,414.8353	2,535.5772	2,662.3560	2,795.4737	2,935.2473	3,082.0095	3,159.0596
		Hourly		30.1854	31.6947	33.2794	34.9434	36.6906	38.5251	39.4882
UTILITIES AIDE	LLPWEA	Annual	15	42,730.9078	44,867.4570	47,110.8299	49,466.3760	51,939.6948	54,536.6754	55,900.0913
		Monthly		3,560.9090	3,738.9548	3,925.9025	4,122.1980	4,328.3079	4,544.7230	4,658.3409
		Bi-weekly		1,643.4965	1,725.6714	1,811.9550	1,902.5529	1,997.6806	2,097.5644	2,150.0035
		Hourly		20.5437	21.5709	22.6494	23.7819	24.9710	26.2196	26.8750
UTILITIES MAINTENANCE TECH I	LLPWEA	Annual	16	46,149.3770	48,456.8474	50,879.6892	53,423.6778	56,094.8576	58,899.6041	60,372.0985
		Monthly		3,845.7814	4,038.0706	4,239.9741	4,451.9732	4,674.5715	4,908.3003	5,031.0082
		Bi-weekly		1,774.9760	1,863.7249	1,956.9111	2,054.7568	2,157.4945	2,265.3694	2,322.0038
		Hourly		22.1872	23.2966	24.4614	25.6845	26.9687	28.3171	29.0250

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UTILITIES MAINTENANCE TECH II	LLPWEA	Annual	19	58,134.9254	61,041.6711	64,093.7516	67,298.4428	70,663.3623	74,196.5315	76,051.4481
		Monthly		4,844.5771	5,086.8059	5,341.1460	5,608.2036	5,888.6135	6,183.0443	6,337.6207
		Bi-weekly		2,235.9587	2,347.7566	2,465.1443	2,588.4016	2,717.8216	2,853.7127	2,925.0557
		Hourly		27.9495	29.3470	30.8143	32.3550	33.9728	35.6714	36.5632

UTILITIES MAINTENANCE TECH III	LLPWEA	Annual	20	62,785.7186	65,925.0081	69,221.2554	72,682.3161	76,316.4288	80,132.2461	82,135.5507
		Monthly		5,232.1432	5,493.7507	5,768.4380	6,056.8597	6,359.7024	6,677.6872	6,844.6292
		Bi-weekly		2,414.8353	2,535.5772	2,662.3560	2,795.4737	2,935.2473	3,082.0095	3,159.0596
		Hourly		30.1854	31.6947	33.2794	34.9434	36.6906	38.5251	39.4882

UTILITIES PLANT MAINTENANCE MECHANIC	LLPWEA	Annual	20	62,785.7186	65,925.0081	69,221.2554	72,682.3161	76,316.4288	80,132.2461	82,135.5507
		Monthly		5,232.1432	5,493.7507	5,768.4380	6,056.8597	6,359.7024	6,677.6872	6,844.6292
		Bi-weekly		2,414.8353	2,535.5772	2,662.3560	2,795.4737	2,935.2473	3,082.0095	3,159.0596
		Hourly		30.1854	31.6947	33.2794	34.9434	36.6906	38.5251	39.4882

UTILITY SERVICES SUPERINTENDENT	UMCE	Annual	25	92,252.8103	96,865.4534	101,708.7255	106,794.1670	112,133.8769	117,740.5754	120,684.0947
		Monthly		7,687.7342	8,072.1211	8,475.7271	8,899.5139	9,344.4897	9,811.7146	10,057.0079
		Bi-weekly		3,548.1850	3,725.5944	3,911.8741	4,107.4680	4,312.8414	4,528.4837	4,641.6959
		Hourly		44.3523	46.5699	48.8984	51.3433	53.9105	56.6060	58.0212

UNIT LEGEND

Loma Linda Professional and Administrative Employees Association (LLPAEA)

Loma Linda Public Works Employees Association (LLPWEA)

Loma Linda Professional Firefighters (LLPF)

Unrepresented Safety Fire Management/Confidential Employees (USFMCE)

Unrepresented Miscellaneous Management/Confidential Employees (UMCE)

Part - Time (PT)