

CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING OF SEPTEMBER 13, 2022

THE CITY COUNCIL CHAMBERS IS OPEN TO THE PUBLIC
PHYSICAL DISTANCING AND MASKS MAY BE REQUIRED
REMOTE PARTICIPATION WILL NO LONGER BE AVAILABLE

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, September 13, 2022, in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.*

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

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

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

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

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

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

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) 799-2890.

A. Call To Order

B. Roll Call

C. Workshop

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

E. Items To Be Added Or Deleted

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

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

H. Scheduled and Related Items

1. Request to remove a city tree from 11467 Richmond Rd. – Property Owner: Rosemary Peng
2. **Public Hearing – Council Bill #O-2022-03** – (Introduce on first reading, set second reading for October 11, 2022) to amend and replace in its entirety Chapter 3.13, Hotel Incentive Program, of the Loma Linda Municipal Code. [**Community Development**]

I. Consent Calendar

3. Demands Registers
4. Minutes June 14, 2022
5. Treasurer’s Reports – July and August 2022
6. Fire Department’s Report – August 2022
7. Amendment to site lease agreement with STC One LLC c/o Crown Castle USA Inc. for the cell tower site located at 10466 Richardson Street [**City Manager**]
8. Award a Contract to Golden West Landscape in the amount of \$120,596.08 for the installation of the landscape median at California Street (CIP 22-112) [**Public Works**]
9. Approve an appropriation of \$166,000 from Park Development Fund and award a contract to BWW & Company, Inc. in an amount of \$266,030.00 for the walking track installation at Hulda Crooks Park (CIP 22-755) [**Public Works**]
10. Approve an appropriation of \$18,000 from General Fund-Fund Balance and award a Professional Service Contract to Lynn Merrill & Associates in the amount of \$18,000 for solid waste and storm water management support [**Public Works**]

J. Old Business

11. Approve an amendment to Schedule “A” pertaining to the contract with Sheriff’s Department [**City Manager**]

K. **New Business**

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

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

N. **Adjournment**

Next meeting is scheduled for October 11, 2022

POSTING

I, Lynette Arreola, City Clerk, do hereby certify and declare that on the 8th day of September 2022, 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

Date: March 17, 2022
Subject: Tree Removal

To the Loma Linda City Council:

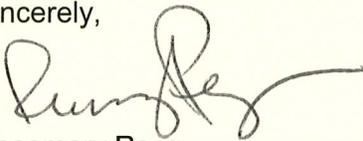
On March 1st of 2022, I submitted a request for the removal of an oversized city tree from the parking strip of my property at 11467 Richmond Road, Loma Linda, 92354. After submitting my request, I was notified by Robert Shenton that the tree would be removed on March 20, 2022. This action was temporarily placed on hold as a nearby neighbor reported a possible hawk's nest in the tree, causing a delay until the nest could be evaluated by the California Department of Wildlife.

I continued to follow up with Mr. Shenton and I continued to communicate with my renter. My renter, Mrs. Jolley, received a call from Mr. Shenton on August 4th of 2022, stating that he was just getting back to work after a three-month hiatus and that during that time someone in our neighborhood had created a petition against cutting down the tree. This petition was reported to the Council and a decision was made to not cut the tree down but rather to simply trim it and rebuild the wall around it.

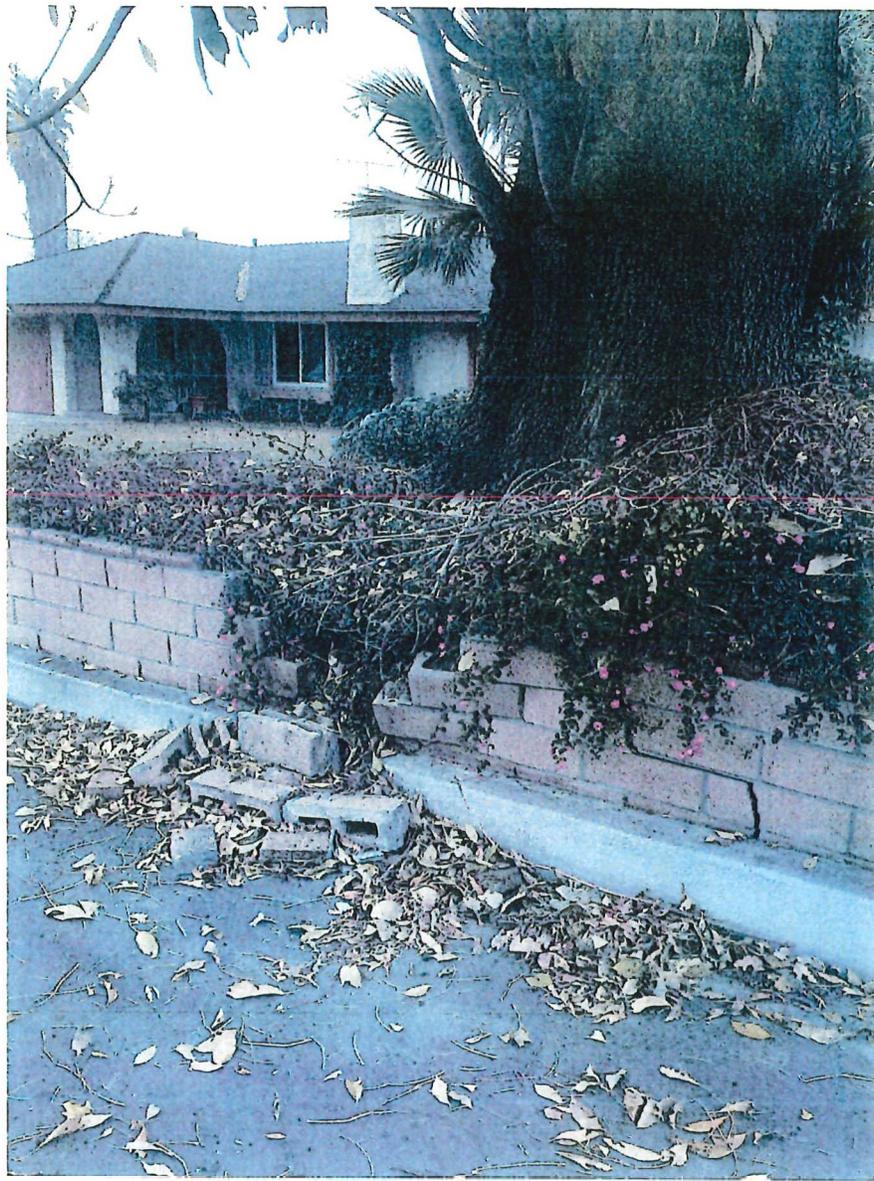
In my initial request for the tree to be removed, I stated multiple reasons why the tree is a hazard, and poses a danger for my property, my renters, and the nearby neighbors. I stated that in the occasion of high winds, heavy branches have fallen, posing a threat to nearby cars and pedestrians. Moreover, the roots of the tree have grown into the sprinkler pipes and water pipes multiple times, causing them to break. This has led to flooding, which has caused the lawn to be damaged multiple times. It has also caused dirt to leak into the home's water system, contaminating drinking water. Not only have the roots infiltrated the pipe system, but the roots have broken the cement/brick structure surrounding the tree as well as the curb and the street. It is dangerous to leave the tree as is, as the water meter is located beside the base of the tree and the gas line runs parallel to the street underneath the roots of the tree. For these reasons, I do not believe that simply trimming the tree and rebuilding the wall around it will suffice. The entire tree needs to be removed to guarantee the safety of the property and the people nearby.

As I mentioned in my initial request: I am not opposed to the replacement of this overgrown tree with another tree that is more suitable and safer for the location. The solutions that the city is presenting does not specifically address or resolve any of the issues and concerns stated above. From an outsider's perspective, it is simply a large overgrown tree. For property owners like myself and for my renters, the tree is an incredibly expensive and anxiety-inducing liability for myself and the city. I would like to know who instigated the petition, how many people signed the petition, what the petition said (specifically if it included any of my reasons for wanting the tree removed), and if anyone from the council came to investigate the extreme overgrowth of the roots into the pipes, curb, and street.

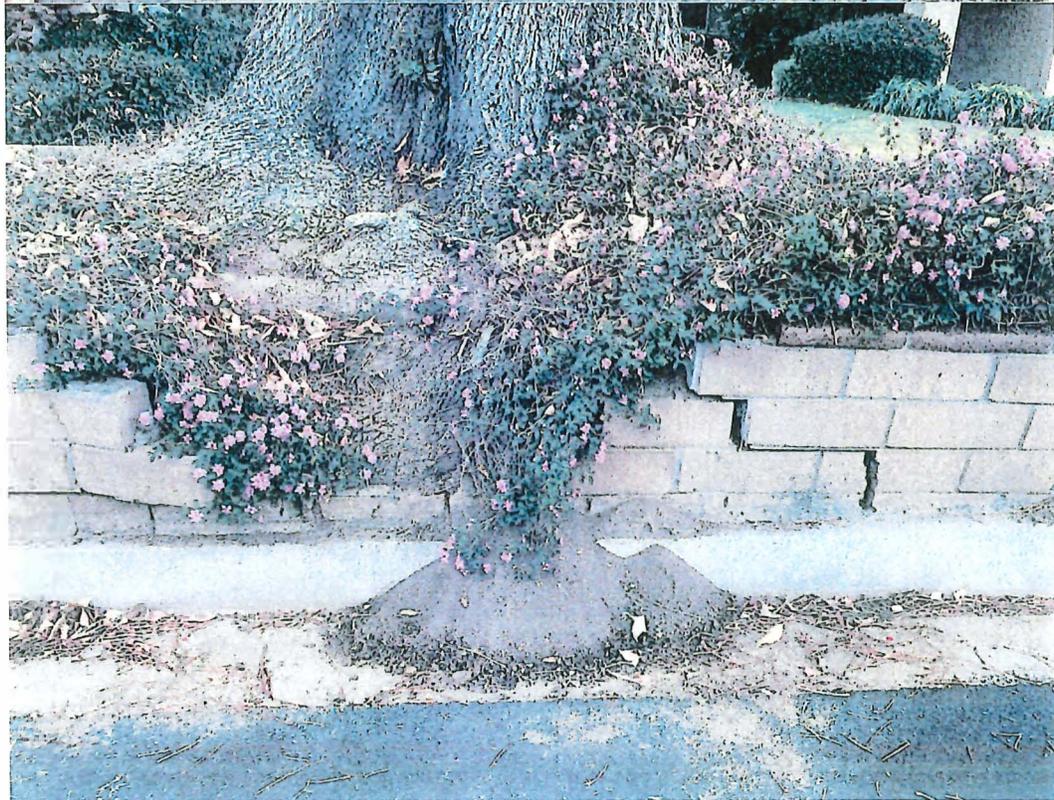
Sincerely,

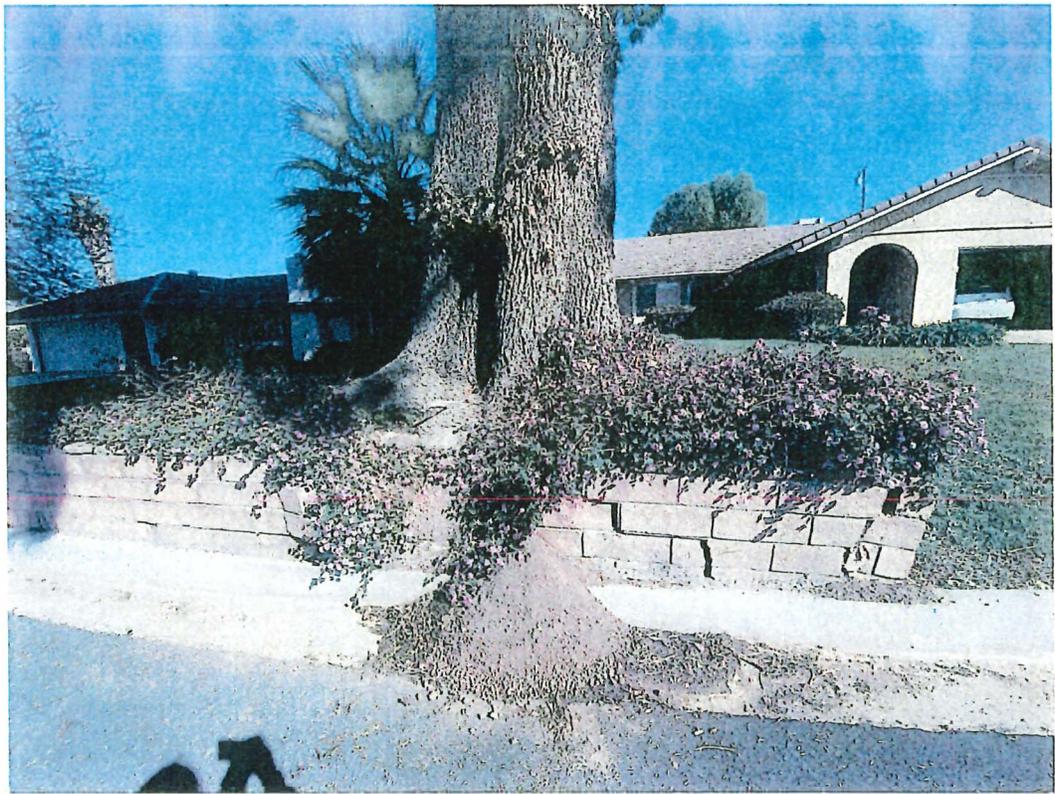


Rosemary Peng
Owner of the property
(951) 533-7599
Email address: ermfcn1113@yahoo.com









TO THE CITY OF LOMA LINDA regarding the CITY TREE at 11467 Richmond Rd, Loma Linda

JoLane L. Jolley, resident

On February 10, 2022, I sent a message via the Loma Linda City website, explaining the problems with the huge city tree in front of the house: the ever-expanding rootball (now 2.5 feet above the grass level) had broken the cinder block wall which surrounded the tree, also the curb which had been replaced some time before and was now spilling dirt from these roots (5 buckets at that point) onto the road. This concerned me about the stability of the tree. The tree is tall enough to fall onto my home and also the Samuel and Ellen Yung home next door, plus the cars which are habitually parked on both sides of Richmond Road.

I received a response from Raul Calunga, Public Works Dept, that he would notify the appropriate authorities about this problem. I notified the property owner, Rosemary Peng.

Eventually I heard from Mr. Robert Shenton, a Field Maintenance Tech, that the surrounding cinder block wall would be demolished, and the tree would be cut very low and the stump ground.

On March 17, the cinder block box was demolished, the debris taken away, and orange cones and No Parking notices posted for the day of the cutting, March 21st.

In the meantime, Southern California Gas sent Kenny Murillo, an ETD Locator, to mark (with little yellow flags) the path of the gas line which runs parallel to the street RIGHT UNDER THE TREE. He said that a SoCalGas man would need to be present on the day of the cutting.

Also, a neighbor, Angelique de Alba, informed me that there was a hawk nest in the tree and that cutting down such a tree was illegal during nesting season. I had not known that but we were agreeable to waiting until late summer to finish the project. So--everything went ON HOLD!

In August (when nesting season was well past), I telephoned Mr. Shenton to re-schedule the cutting of the tree. Much to my surprise, he explained to me that a petition against that plan had been approved by the city and that the tree would simply be trimmed and the wall rebuilt. Neither Rosemary Peng nor I had heard anything about this! And when I asked to see the petition, I was notified by Lynette Arreola in your office that the "city has no record of a petition."

Petition or not, we strongly feel that trimming the tree is not sufficient—this grand old tree has more than outgrown its spot. It is unsafe, unstable, unsightly, and will continue being a problem.

PLEASE RETURN TO THE ORIGINAL PLAN: CUT DOWN THE TREE AND GRIND THE STUMP!

Thank you,

A handwritten signature in black ink that reads "JoLane L. Jolley". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

9-6-22

Dear City Councils,

We live on 11455 Richmond Rd. Loma Linda, CA.
next to the big tree on Rosemary's property (11467).

We live in this house since 1984, and after 30
some years we are sincerely asking you to
remove the big tree because we can not deal
with the tree problems anymore. We are in our 70's.

Problems

1. cleaning countless falling seeds all year
around from our property.
2. pulling small trees (from the big tree seeds)
3. had broken pipes in our front yard (close
to the tree) twice last 10-15 years.
4. worry about our safety if the big tree
falls/branches fall.

In fact, big branches fell twice & blocked
the road.

Thank you for your consideration.

Phone # 909-520-3017

Sincerely, Ellen Yung

Samuel & Ellen Yung
11455 Richmond Rd.
Loma Linda, CA 92354

Samuel Yung



City of Loma Linda Official Report

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

Date: September 13, 2022
To: City Council
Via: Jarb Thaipejr, City Manager
From: Lorena Matarrita, Community Development Director *Jm*
Subject: Ordinance to amend and replace in its entirety Chapter 3.13 of the Loma Linda Municipal Code, Hotel Incentive Program.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

Public Hearing to introduce on first reading and set second reading to adopt Council Bill #O-2022-03, an Ordinance to amend and replace in its entirety Chapter 3.13, Hotel Incentive Program, of the Loma Linda Municipal Code.

BACKGROUND

The City of Loma Linda’s Hotel Incentive Program was adopted in 2016 to provide economic incentives to attract the development of AAA-rated Three Diamond hotels. The Program was intended to incentivize the development, construction and operation of hotels. (A “hotel” is classified as a building that includes 90 or more guestrooms and at least 2,500 square feet of meeting space or under agreement with another hotel within 1000 feet with meeting space.) Through the current Program, the City makes incentive payments or “reimbursements” to an owner of a AAA-rated Three Diamond Hotel in the amount equal to 30% of the cumulative transient occupancy tax (TOT) collected and remitted to the City based on the applicable TOT rate (currently 10%). This incentive payment period lapses after ten years, which commences on the opening date and terminates on the tenth anniversary date of the hotel opening. Since the Program’s inception, only one hotel owner has qualified and submitted an application - Towneplace Suites, a 90-room hotel located off Richard Street, south of the I-10 freeway.

The Hotel Incentive Program ended on June 30, 2020.

ANALYSIS

At this time, the Hotel Incentive Program has expired. The revised policy document being brought before the Council would extend the date by which a developer can submit an application for the Program before the end of the eligibility phase. The eligibility phase means the period commencing on the effective date of this chapter and terminating on the earlier to occur of: (i) June 30, 2025; or (ii) the date on which there are a total of 700 guestrooms comprised of guestrooms of new qualifying hotels which have been pre-approved by the City Manger, otherwise known as “Pre-Approved Qualifying Hotels,” and have opened for business.

In order to continue attracting quality hotels that serve the needs of businesses, visitors, and families tied to various medical facilities in Loma Linda, the City would benefit to induce and encourage the operation of both AAA-rated Three Diamond hotels and equivalent qualifying hotels that would not otherwise operate within the City without a Hotel Incentive Program. An “Approved Equivalent Qualifying Hotel” means a brand hotel that is identified as having an expected level of service and amenities, such as those enumerated in Chapter 3.13, Section 3.13.020.16. Such hotels will contribute to the growth and the expansion of tourism opportunities in the City while providing employment gain for residents. In regard to any hotel seeking to qualify under the category of “Approved Equivalent Qualifying Hotel,” the determination of conformity lies with the City Manager and there are many specific criteria delineated in the program specifications that must be satisfied.

The incentive or “reimbursement” would be in an amount equal to 50% of the TOT collected and remitted to the City. Such incentive payments shall be calculated and made for the ten (10) year annual period commencing on the Opening and terminating on the tenth (10th) anniversary date of the Opening or, if earlier, as of the time the Maximum Aggregate Amount is reached. The total amount of the incentive could not exceed the maximum agreement amount of \$850,000.00.

Additionally, City staff has determined that an update to the existing Hotel Incentive Program is necessary to further pursue the originally intended goals as the City slowly recovers from the Covid-19 pandemic economic downturn that particularly impacted the travel and leisure sector.

The new ordinance re-establishes the Hotel Incentive Program to allow for additional qualifying hotels as well as extends the application expiration date to June 30, 2025.

ENVIRONMENTAL

The ordinance is not defined as a project under the California Environmental Quality Act (CEQA). Pursuant to Section 15378 of CEQA, the creation of government funding mechanisms or other government fiscal activities do not involve any commitment to any specific project which may result in a potentially significant physical impacts on the environment. In addition, the ordinance is exempt from CEQA pursuant to Section 15061(b)(3) which states that under the general common sense rule that these types of actions can be seen with certainty to have no effect on the environment.

FINANCIAL IMPACT

The incentive is provided on a reimbursement basis to the hotel owner. The owner would receive a maximum transient occupancy-tax reimbursement of up to \$850,000 over the life of the application. The remaining revenue to the City is “new” revenue and available for general City services. All rebates are related to additional inventory being constructed in the City.

ATTACHMENTS:

- A. Council Bill #O-2022-03, an ordinance to establish Chapter 3.13, Hotel Incentive Program.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA TO AMEND AND REPLACE IN ITS ENTIRETY CHAPTER 3.13, HOTEL INCENTIVE PROGRAM, OF THE LOMA LINDA MUNICIPAL CODE.

WHEREAS, the general welfare and material well-being of the residents of the City of Loma Linda depend, in part, upon serving the existing needs of businesses, visitors, and families within the City as well as promoting tourism in the City; and

WHEREAS, the operation, maintenance, and expansion of the inventory of AAA Three Diamond Hotels and equivalent qualifying hotels, including pre-approved brand hotels which meet certain additional criteria, will serve the existing needs of businesses, visitors and families within the City and enhance the economy of the City by promoting an expanded and desirable range of lodging facilities, tourism, and experiences while providing employment opportunities for the residents of the City as described in Chapter 3.13 of Title 3 of the Loma Linda Municipal Code; and

WHEREAS, the City Council finds and determines that the implementation of the Hotel Incentive Program is a municipal affair which is (i) consistent with the City's economic goals and strategies, (ii) a matter of City-wide importance, (iii) necessary for the preservation and protection of the public health, safety and/or welfare of the community, and (iv) in accord with the public purposes and provisions of applicable State and local laws and requirements; and

WHEREAS, the authority granted and the purposes to be accomplished by Chapter 3.13 as described herein is a municipal affair for which public funds can be expended and that the operation, maintenance, and expansion of the inventory of Qualifying Hotels is of paramount importance to the City of Loma Linda, its residents, and businesses; and

WHEREAS, the City Council finds and determines that the establishment of the Hotel Incentive Program, by the adoption of this Ordinance, is not subject to the California Environmental Quality Act of 1970, herein referred to as "CEQA", pursuant to Sections 15378 and 15061(b)(3) of the State of California Guidelines for Implementation of CEQA, because it will not result in a direct or reasonably foreseeable physical change in the environment and is not defined as a "project".

WHEREAS, the City Council desires to amend and replace in its entirety Chapter 3.13 of the Loma Linda Municipal Code to adopt a hotel incentive program, as described in Exhibit "A" hereto.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Enactment. Chapter 3.13 of Title 3 to the Loma Linda Municipal Code, is amended as set forth in Exhibit "A" hereto.

Section 2. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

Section 3. **Certification.** The City Clerk shall certify the passage of this ordinance and shall cause the same to be processed as required by law.

Section 4. **CEQA.** This Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment.

Section 5. **Ordinance.** This ordinance shall become effective on the thirty-first day after passage.

I, Lynette Arreola, City Clerk of the City of Loma Linda, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the _____ of _____, 2022, and placed upon its second reading and adopted at a regular meeting of the City Council on the day _____ of _____, 2022 by the vote:

Ayes:

Noes:

Absent:

Abstain:

Phill Dupper, Mayor

Attest:

Lynette Arreola, City Clerk

EXHIBIT "A"

LOMA LINDA MUNICIPAL CODE

Title 3 REVENUE AND FINANCE

Chapter 3.13 HOTEL INCENTIVE PROGRAM

3.13.000 Short Title. This Chapter shall be known as the Hotel Incentive Program

A. Purpose. The purpose of this Chapter is to provide an incentive program for the operation of Hotels which, when opened for business, will qualify and operate as Qualifying Hotels, as defined herein. In the implementation of this Hotel Incentive Program, the City Council finds:

B. The general welfare and material well-being of the residents of the City of Loma Linda depend, in part, upon serving the existing needs of businesses and visitors and families utilizing medical facilities within the City as well as promoting tourism in the City.

C. The operation, maintenance, and expansion of the inventory of Qualifying Hotels in the City will serve the existing needs of businesses and visitors and families using medical facilities within the City as well as promote and enhance the economy of the City and assist the City in promoting tourism by providing attractive and desirable visitor serving facilities and experiences that will serve the needs of visitors to medical facilities and their families and contribute to the growth and expansion of tourism opportunities in the City, providing employment opportunities for the residents of the City, and raising average daily room rates for all hotels

D. It is in the best interest of the City to induce and encourage the operation of new Qualifying Hotels that, but for the Hotel Incentive Program, would not operate within the City.

E. The authority granted and the purposes to be accomplished by this Chapter is a municipal affair for which public funds can be expended and that the operation, maintenance, and expansion of the inventory of Qualifying Hotels is of paramount importance to the City of Loma Linda, its residents, and businesses.

3.13.020 Definitions. For the provisions of this Chapter, the following definitions shall apply:

A. "AAA Three Diamond Hotel(s)" means a Hotel(s) which provides physical features and operational services which meet or exceed the rating criteria established for AAA Three Diamond Hotels by the American Automobile Association and the Minimum Development Standards which are on file with the City Clerk and available at no cost. In addition to the foregoing, the Shell Costs shall be not less than Sixty Five Thousand Dollars (\$65,000) per Guestroom and the Furniture, Fixtures and Equipment Costs shall be not less than Twelve Thousand Dollars (\$12,000) per Guestroom based upon costs as of January 1, 2016 and subject to increases (but not decreases) per the CPI as computed on each anniversary of January 1, 2016 until the Opening. Excepting only as provided under subsection D of Section 3.13.050 hereof, AAA Three Diamond Hotel(s) does not include Hotels operating on or before June 30, 2020, nor does it include property, including both Existing Hotels and/or undeveloped land, that is/are currently the subject of an agreement with the City of Loma Linda which agreement provides a subsidy or financing mechanism for the construction and/or operation of a Hotel.

B. **“AAA Three Diamond Hotel”** means a AAA Three Diamond Hotel that is Pre-Approved and either Under Construction or Opened for Business during the Eligibility Phase. The term “AAA Three Diamond Hotel” does not include all, or any portion of, or addition to, an Existing Hotel.

C. **“Administrative Fee”** means the sum of Three Thousand Dollars (\$3,000) which amount will be retained by the City, whether the Application is approved or disapproved, to defer the administrative costs of reviewing each Application and otherwise administering the Hotel Incentive Program.

D. **“Applicable Transient Occupancy Tax Rate”** means the lesser of current rate of Transient Occupancy Tax or fifteen percent (15%). The Applicable Transient Occupancy Tax Rate shall apply for the calculation of any and all Incentive Payments pursuant to Section 3.13.050 hereof without regard to any increases, at any time, in the rate of the Transient Occupancy Tax.

E. **“Applicant”** means a person or entity submitting an Application on or before June 30, 2025 pursuant to Section 3.13.040 hereof.

F. **“Application”** means the application submitted to the City Manager by an Applicant pursuant to Section 3.13.040 hereof, in the form prescribed by the City Manager.

G. **“Approved Equivalent Qualifying Hotel”** means a hotel which is designated as one of the brands enumerated in this subsection G and which additionally satisfies the other criteria enumerated within this subsection G as determined in good faith from time to time by the City Manager; in addition, such hotel must have been Pre-Approved and either Under Construction or Opened for Business during the Eligibility Phase. The brands enumerated in this subsection G are: (a) from among Hilton brands: (i) Hampton Inn/Hampton Inn and Suites; (ii) Home2 Suites; (iii) Homewood Suites; (iv) Tru by Hilton; (v) Hilton Garden Inn; (vi) Embassy Suites; (vii) Doubletree; and (viii) Hilton; (b) from among IHG brands: (i) Holiday Inn Express; (ii) Candlewood Suites; (iii) Holiday Inn & Suites; (iv) Hotel Indigo; (v) Crowne Plaza; (vi) Even Hotels; (vii) Staybridge Suites; and (viii) Atwell Suites; (c) from among Marriott brands: (i) Fairfield Inn & Suites; (ii) Courtyard by Marriott; (iii) Towneplace Suites; (iv) Residence Inn; (v) Element; (vi) Sheraton; (vii) Westin; (viii) Four Pointes; (ix) Marriott Hotel; (x) Springhill Suites; (xi) AC Hotel; and (xii) Aloft Hotel; and (d) from among Hyatt brands: (i) Hyatt Place; (ii) Hyatt House; (iii) Hyatt Hotel. The other criteria under this subsection G are as follows, all as determined in good faith from time to time by the City Manager: (A) free floor space: area size and placement of appointments provide an obvious degree of spaciousness allowing increased ease of movement for guests; (B)(i) connective technology: superior internet speed and capacity available throughout the property (e.g., multiple routers, consistent signal strength); (ii) remove guest service access through mobile device; (iii) two additional technology features (e.g., mobile device room key, wireless charging system, advanced business computing equipment, interactive electronic reader board with local information, boarding pass kiosk, device available for electronic check-/check-out, RFID keys, mobile device check-in); (C)(i) elevator service: multiple elevators, including decorative appointments, with one elevator having dedicated staff access; (ii) elevator landings including multiple accent features (e.g., chair/sofa, table, lamps/wall sconce, phone, artwork, mirror, flowers/plants); (D) exercise facilities: (i) designated room on campus or off site health club within one (1) mile with free access to guests; (ii) water cooler, towels, clock, sanitizer; (iii) additional personal training options (e.g., free weights, benches, floor mats, physio balls, toning bars/rollers); (iv) special high impact flooring;

(v) multiple televisions or individual televisions for each piece of cardio equipment; (vi) two or more additional amenities (e.g., infused water, bottled water, chilled towels, aromatherapy scents, ear buds, fresh fruit); (E) food and beverage outlets: (i) restaurant or breakfast area: standard continental breakfast with a minimum of juice, pastry, and hot beverage and grab-and-go option available or expanded breakfast including multiple hot items (e.g., waffles/pancakes, eggs, breakfast meats); (ii) lounge or bar area and outdoor/patio seating available; (iii) television; (F) meeting rooms: ample variety of meeting rooms on site or on immediately adjacent properties with access for guests (e.g., ballroom, boardroom, theater, and/or meeting rooms of various sizes adequate for business meetings); (G) restrooms: multiple restrooms in convenient location(s); (H) sundries and shops: dedicated sundry area or conventional gift shop on site or on immediately adjacent property with access to guests offering a moderate variety of merchandise (e.g., health and beauty items, food, beverage, basic technology accessories, and reading materials); (I) concierge services: staff available to assist guests with reservations at local restaurants, coordinate ticket or entertainment reservations, coordinate transportation needs for guests; (J) swimming pool: pool on site or on immediately adjacent property with access to guests with (i) a variety of comfortable, coordinated pool furniture, and (ii) at least one additional feature (e.g., hot tub, whirlpool spa, steam room, sauna, fountain, waterfall, zero-entry, infinity edge, children's splash pad, kiddie pool, water slide); (K) guest room seating layout: (i) seating for two guests; (ii) enhanced desk chair (ergonomic or coordinated with décor); (iii) chair positioned for television viewing; (iv) additional multifunctional seating option; (L) guest room closet space: (i) hand space for clothing, fully enclosed area or quality freestanding armoire adequate to enclose full-length apparel; (ii) matching, open-hook, wood/sculptured plastic hangers (heavy gauge with metal hook) and some hangers having skirt or pant hanging attachments, with supply ample for two guests; and (iii) one additional feature (e.g., illumination, drawers, shoe rack, walk-in capability, two or more shelves, upgraded luggage racks/designer style benches); (M) television: (i) equal to or greater than 40-inch flat panel; (ii) channel directory; (iii) cords hidden from view; (iv) all-in-one multimedia hub; (v) two or more additional features (e.g., high-definition channels, free/pay movie channels, digital art/property information, mood effects, multiple viewing angles, acoustic board, smart TV functionality, streaming capability, surround sound); (N) work space/writing surface: (i) large-size desk, task table or alternative writing surface; and (ii) multiple electrical outlets with USB ports at desktop; (O) ventilation: digital thermostat control on wall; (P) bathrooms: (i) one piece of decorative artwork or other decorative appointment; (ii) if vanity is separate from toilet area, it will be positioned in restricted view from the rest of the guest room; (iii) illuminated shower; (iv) illumination in multiple locations; (v) mirror to be decoratively framed/designed (e.g., floating, illuminated); (vi) personal care: multi-piece personal care package including two large-size bars of soap and two bottled items; (vii) double shower curtain or glass door with aluminum frame or door-less design; (viii) shower features: one custom water feature (e.g., body jets, hand-held sprayer, multiple showerheads, oversize ceiling rain shower, panels systems, steam shower rain showerhead, oversize wall-mounted showerhead, massage feature); (ix) tub to be standard size (5 ft. length x 2.5 ft. width) or larger.

H. **“Brand”** means the distinctive name of a Hotel that, by virtue of its distinctive name, is identified by specific physical and operational features so that guests are assured that they will receive a specified level of service and amenities wherever the property is located.

I. **“City Manager”** means the City Manager of the City of Loma Linda or his/her designee.

J. **“CPI”** means the Consumer Price Index-Urban for the Los Angeles-Orange-Riverside County Average, Subgroup “All Items,” (1982-1984 = 100) as established by the Bureau of Labor

Statistics of the U.S. Department of Labor.

K. **“Deposit”** means One Hundred Dollars (\$100.00) per Guestroom which Deposit shall be (i) returned to the Applicant, if the Application is rejected, (ii) retained by the City in the event that the Application is terminated pursuant to subsection D of Section 3.13.040, or (iii) refunded within thirty (30) days after a Pre-Approved Qualifying Hotel Opens for Business. The City shall have no obligation to earn interest or pay interest or earnings with respect to the Deposit.

L. **“Eligibility Phase”** means the period commencing on the effective date of this Chapter and terminating (with respect to the receipt of applications) on the earlier to occur of (i) June 30, 2025, or (ii) the date on which there are a total of Seven Hundred (700) Guestrooms comprised of Guestrooms of New Qualifying Hotels which have been Pre-Approved and have Opened for Business.

M. **“Existing Hotel”** means a building that was constructed, occupied, and used as a Hotel on or before June 30, 2020.

N. **“Financing”** refers to the combination of debt and equity sufficient to construct and operate a Qualifying Hotel for which an Application has been filed with the City Manager.

O. **“Flag”** means the entity whose Brand is used to identify the Hotel.

P. **“Furniture, Fixtures and Equipment”** means movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities within the Hotel, as well as operational supplies. More specifically, furniture, fixtures and/or equipment would include decorative items, wall coverings, flooring treatment, window treatments, casework, furnishings & accessories, furniture, data communications equipment, voice communications equipment, audio visual communications equipment, electronic surveillance equipment, electronic detection and alarm equipment, commercial equipment, foodservice equipment, entertainment equipment, athletic & recreational equipment, collection and disposal equipment. Operational supplies include all supplies needed for the operation of the hotel, such as stationery, computer equipment and accessories, guestroom TV’s and mounts, alarm clocks in rooms, linen, pillows, maids’ carts and supplies, trash cans, all items for the hotel restaurant, bar, banquet and conference facilities (including china, utensils, glasses, etc.). Furniture, Fixtures and Equipment shall also include, for purposes of “Furniture, Fixtures and Equipment Costs,” taxes, freight, warehouse expense, installation fees and purchasing agent fees. Furniture, Fixtures and Equipment Costs shall be adjusted annually on January 1 of each year to reflect changes in CPI.

Q. **“Furniture, Fixtures and Equipment Costs”** means the actual and direct third party costs of all Furniture, Fixtures and Equipment. Furniture, Fixtures and Equipment Costs shall be adjusted annually on January 1 of each year to reflect changes in the CPI.

R. **“Guestroom(s)”** means a room or suite within a Hotel intended for Transient Occupancy by guests for compensation.

S. **“Hotel”** means any building which includes all of the following: (i) ninety (90) or more Guestrooms; (ii) at the premises, or under agreement with a hotel within one thousand (1,000) feet of a different building that is under common ownership with the Hotel, at least two thousand five hundred (2,500) square feet of meeting room and pre function space.

T. **“Hotel Incentive Program”** means the program set forth in this ordinance to encourage the operation of Qualifying Hotels.

U. **“Hotel Operator”** means franchisee, manager, lessee, or licensee with whom an Owner has a contract to operate the Qualifying Hotel pursuant to a franchise, management, lease, or license arrangement.

V. **“Incentive Payments”** are the payments made by the City to the Owner pursuant to Section 3.13.050 hereof.

W. **“Initial Milestone”** means the date which is the earlier to occur of (i) twelve (12) months following the date of approval of the Application or (ii) June 30, 2023.

X. **“Maximum Aggregate Amount”** means Eight Hundred Fifty Thousand Dollars (\$850,000.00). No interest accrues on the Maximum Aggregate Amount.

Y. **“New Qualifying Hotel”** means a Qualifying Hotel(s) that was not operating in the City as of June 30, 2020.

Z. **“Open(s)(ing)(ed) for Business”** or **“Opening”** means the day on which a Pre-Approved Qualifying Hotel opens for business to the general public.

AA. **“Operating Covenants”** means the covenants described in Section 3.13.060 of this Chapter.

BB. **“Owner”** means the person or entity who is the owner of a Hotel or a site upon which a Hotel is to be constructed, whether in the capacity of fee simple owner, lessee, sub-lessee, mortgagee in possession, licensee, franchisee, or any other capacity, or the assignee or designee of such Owner.

CC. **“Ownership”** means fee simple, lease, license, franchise or other interest in property or a contract to purchase any such interest, which would entitle the Owner to construct a New Qualifying Hotel.

DD. **“Pre-Approved”** or **“Pre-Approved Qualifying Hotel”** means a Qualifying Hotel whose Application has been approved by the City Manager pursuant to Section 3.13.040 hereof.

EE. **“Qualifying Hotel”** means a hotel which is (i) a New AAA Three Diamond Hotel or (ii) an Approved Equivalent Qualifying Hotel as determined in good faith by the City Manager.

FF. **“Shell Cost”** means actual and direct third party costs of all materials, labor and equipment associated with the construction of the Hotel. Site costs, parking costs, furniture, Fixtures and Equipment Costs, architectural engineering, permits and fees, legal, accounting, taxes, sale or lease commissions, marketing expenses, initial operating capital and other indirect costs, as well as the developer overhead are excluded from Shell Costs. Shell Costs shall be adjusted annually on January 1 of each year to reflect changes in the CPI.

GG. **“Site Control”** means Ownership of a site on which a Qualifying Hotel is proposed.

HH. **“Transient Occupancy”** means an uninterrupted stay of no more than twenty-eight consecutive calendar days.

II. **“Transient Occupancy Tax”** means the transient occupancy tax levied and collected pursuant to Chapter 3.12 of Title 3 of the Loma Linda Municipal Code, as it may be amended from time to time and held in the City’s general fund for unrestricted use. Chapter 3.12 of the Loma Linda Municipal Code, as it may be amended from time to time, is referred to therein and herein as the “Transient Occupancy Tax Code;” provided, that, in no event, shall an amendment of the Transient Occupancy Tax Code after the date of this Agreement result in an increase in the Applicable Transient Occupancy Tax Rate.

JJ. **“Under Construction”** means that all necessary discretionary entitlements have been approved by the City of Loma Linda, grading and building permits have been issued, and that inspection approvals by the City of Loma Linda of grading and foundations to grade level have been obtained, vertical construction of Guestrooms has begun, and, if so requested by the City Manager, the Operating Covenants have been recorded.

3.13.040 Eligibility for Hotel Incentive Program.

A. Application Process. To become eligible for the Hotel Incentive Program as a Qualifying Hotel, application must be made before the end of the Eligibility Phase and the Owner shall:

1. Complete and submit to the City Manager, the Application for the Hotel Incentive Program, which shall contain, at a minimum:

- a) Evidence of site control.
- b) Description of development team, including, the development entity, the architect(s), interior designer, landscape architect, and other professional disciplines related to the construction and operation of the Hotel as a Qualifying Hotel (including requirements as a AAA Three Diamond Hotel, if applicable) for the purposes of confirming that the Hotel will be a Qualifying Hotel and, if applicable, a AAA Three Diamond Hotel when Opened for Business.
- c) The operating plan for the Qualifying Hotel which sets forth with reasonable particularity the operational characteristics of the hotel focusing on those matters which are intended to result in the Hotel being rated as a Qualifying Hotel and, if applicable, a AAA Three Diamond Hotel under this Ordinance.
- d) Conceptual design of the Hotel for the purpose of confirming that the Hotel will be a Qualifying Hotel and, if applicable, a AAA Three Diamond Hotel, when Opened for Business.
- e) Timeline for the commencement of operation.
- f) Third party certification as to Shell Costs and Furniture, Fixtures and Equipment Costs.
- g) Evidence of Three Million Five Hundred Thousand Dollars (\$3,500,000) cash or its equivalent or more equity capital in the developer entity.
- h) References from financial institutions
- i) Independent, third-party certification, acceptable to the City, that the proposed Hotel will be a Qualifying Hotel and third party certification acceptable to City, or the determination in good faith by the City Manager, that the proposed hotel will be a Qualifying Hotel; provided that with respect to AAA Three Diamond Hotels, the designation by AAA of AAA Three Diamond Hotels shall be deemed dispositive;

2. If request therefor is made by the City Manager, execute Operating Covenants which shall include provisions regarding continuing use, maintenance, indemnification regarding prevailing wage, and such other provisions as the City Manager, in his/her sole discretion, may reasonably determine are necessary or appropriate to preserve the goals and intent of this chapter.

3. Pay the Administrative Fee and the Deposit.

B. Consideration of the Application by the City Manager. The City Manager shall approve or disapprove Applications based on the above within sixty (60) days after a complete submittal.

C. Treatment of the Administrative Fee and the Deposit. If the Application is rejected, the City shall retain the Administrative Fee and return the Deposit to the Applicant. If the Application is approved, the City shall retain the Administrative Fee and Deposit. The Deposit shall be refunded within thirty (30) days after the Qualifying Hotel Opens for Business or retained by the City if the Application is terminated pursuant to subsection D below.

D. Termination of Approved Application. An approved Application shall be automatically terminated without further notice and the Deposit shall be retained by the City unless on or before the Initial Milestone, Owner provides the City with written evidence, acceptable to the City Manager acting in his/her sole and absolute discretion, that a Brand and/or Flag, Hotel Operator, and commitment to provide Financing for the Qualifying Hotel is likely. The Application shall also terminate and the Deposit retained by the City if, at any time prior to Opening for Business, any material factual representation(s) made in the Application by the Owner was not true when made or has become not true, as determined by the City Manager acting in his/her reasonable discretion.

E. Effect of Termination of Pre-Approved Qualifying Hotel. If and to the extent an Application for a Hotel that was Pre-Approved as a Qualifying Hotel(s) is terminated pursuant to subsection D of this Section 3.13.040 prior to Opening, the next Application in order of submittal shall be considered by the City Manager for Pre-Approval as a Qualifying Hotel.

F. Vesting of Pre-Approved Qualifying Hotel. The right of an Owner to receive Incentive Payments shall vest upon Pre-Approval subject only to voluntary withdrawal of an Application by the Owner or termination pursuant to subsection D of this Section 3.13.040.

3.13.050 Incentive Payments.

A. Confirmation of the fulfillment of the Requirements of Subsection A. of Section 3.13.020. Upon completion of a Hotel for which an Application has been approved pursuant to Section 3.13.040, the Applicant shall provide the City with written certification (which in the case of approval by the American Automobile Association that a Hotel has been awarded AAA Three Diamond status, evidence of such approval) that the requirements in subsection A of Section 3.13.020 have been met. If the Hotel is asserted to be a Qualifying Hotel that has not received AAA Three Diamond status, the certification shall, upon request therefor by the City Manager, include written materials that reasonably substantiate the other criteria for a Qualifying Hotel. The City Manager shall approve or reject the results of such submittal(s) acting in his/her reasonable discretion.

B. Qualifying Hotel. The City shall pay Incentive Payments to an Owner of a Qualifying Hotel in an amount equal to fifty percent (50%) of the Transient Occupancy Tax collected and remitted to the City based on the Applicable Transient Occupancy Tax Rate with respect to such Qualifying Hotel pursuant to Chapter 3.12 of this Code; provided that in no event shall Incentive Payments, as aggregated, exceed the Maximum Aggregate Amount. Such Incentive Payments shall be calculated and made for the ten (10) year annual period commencing on the Opening and terminating on the tenth (10th) anniversary date of the Opening or, if earlier, as of the time the Maximum Aggregate Amount is reached.

C. Termination of Incentive Payments. Incentive Payments under this Section 3.13.050 shall terminate upon the expiration of the terms described above or at such time as the Hotel ceases to operate as a Qualifying Hotel for reasons other than temporary closure due to repair, casualty loss, or maintenance issues or, if sooner, as of the time the Maximum Aggregate Amount has been reached.

D. Payments under Ordinance No. 733. With respect to any Qualifying Hotel or AAA Three Diamond Hotel that was developed and opened within the City having qualified as a AAA Three Diamond Hotel prior to June 30, 2020 under Ordinance No. 733 (the "Original Ordinance"), requirements relative to operation and provisions relative to incentive payments shall continue to be

applied under the Original Ordinance.

3.13.060 Operating Covenants.

Each Owner eligible to participate in the Hotel Incentive Program shall, upon receipt of request therefor by the City Manager, execute the Operating Covenants which shall be recorded with the County of San Bernardino Recorder's office. A form of the Operating Covenants is on file with the City Clerk.

3.13.070 General Fund Revenues.

All Transient Occupancy Tax Revenues remitted to the City with respect to a Qualifying Hotel shall be deemed general fund revenues of the City and shall be deposited in the City's general fund.

3.13.080 Administrative Rules and Regulations.

Consistent with the intent and goals of this chapter, the City Manager shall adopt administrative rules and regulations for implementation and furtherance of the requirements of this Chapter including, without limitation, the form of the Application, the form of the Operating Covenant and the manner of compliance with Government Code Section 53083.

3.13.090 Annual Administrative Review.

The City Manager shall cause a review of the Hotel Incentive Program each year and if amendment or termination is warranted present a proposed amendment to this Chapter to the City Council for its consideration.

3.13.100 Term

The provisions of this Chapter shall be suspended as of the last day of the Eligibility Phase.



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: September 13, 2022
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
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
102150233	7/13/2022	771	P.E.R.S.	1002150233/34/35/36		PERS Contribution-6/05/2022-06/18/2022	\$60,218.39
102176624	8/12/2022	771	P.E.R.S.	1002176624/25/26/27		PERS Contribution-7/03/2022-07/16/2022	\$62,761.16
102176587	8/12/2022	771	P.E.R.S.	1002176587/88		PERS Contribution-July 2022	\$914.16
436778	7/25/2022	454	MissionSquare	2022072500436770		457 Contribution-07/03/2022-07/16/2022	\$22,038.55
427443	8/4/2022	454	MissionSquare	2022081000427443		457 Contribution-07/17/2022-07/30/2022	\$28,605.60
Total =							\$174,537.86
Grand Total =							<u>\$2,374,207.13</u>

PAYROLL: 08/18/2022 \$423,372.17

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 703340 through 703429 and wire nos. 102150233, 102176624, 102176587, 436778 & 427443 for a total disbursement of \$2,374,207.13 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 Thajpejr, City Manager

Approved by the City Council at their meeting held on September 13, 2022 and the City Treasurer is hereby to pay except as noted.

Phillip Dupper, Mayor



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703340	8/4/2022	2218	SONIA FABELA	08042022 FSA		2022 FSA REIMBURSEMENT	\$2,850.00
703340 Total							\$2,850.00
703341	8/9/2022	1280	CARRY HOWARD	08092022 FSA		2022 FSA REIMBURSEMENT	\$28.99
703341 Total							\$28.99
703342	8/9/2022	5407	FAMILY SERVICE ASSOC (FSA)	06-2022-300605	1220384	CDBG FSA Senior Nutrition Program. Reimb #2	\$1,281.30
703342 Total							\$1,281.30
703343	8/9/2022	1245	SO CALIF EDISON	700192550906 July 22 700011104827 July 22 700548764612 July 22 700350988278 July 22 600000500568 June 22 700228294695 June 22 700228421001 June 22		Edison bill 06/30/22-07/31/22 Edison bill 06/30/22-07/31/22 Edison bill 06/30/22-07/31/22 Edison bill 07/01/22-07/31/22 Edison bill 06/06/22-07/05/22 Edison bill 06/02/22-07/27/22 Edison bill 06/14/22-07/13/22	\$24.10 \$161.19 \$165.08 \$6,213.55 \$161.26 \$15,614.59 \$1,258.49
703343 Total							\$23,598.26
703344	8/9/2022	26	VERIZON WIRELESS	9912266516 July 22		Frontier bill 06/29/22-07/28/22	\$5,739.49
703344 Total							\$5,739.49
703345	8/11/2022	4197	C.A.P.F.	AUGUST 2022 BILLING		Long Term Disability-August 2022	\$796.50
703345 Total							\$796.50
703346	8/11/2022	5502	FRONTIER COMMUNICATIONS	9097997651 Aug 22 9094785042 Aug 22 9097964692 Aug 22		Frontier 08/01/22-08/31/22 Frontier bill 08/04/22-09/03/22 Frontier bill 08/04/22-09/03/22	\$37.56 \$127.89 \$84.81
703346 Total							\$250.26
703347	8/11/2022	864	REGISTRAR OF VOTERS	3191	1220882	Publishing Candidate Stmt for 06-07-22 elections	\$1,092.00
703347 Total							\$1,092.00
703348	8/11/2022	7083	SELF INSURED SERVICES COMPANY	11275 LIFE		Life Insurance premium-August 2022	\$662.26
703348 Total							\$662.26



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703349	8/11/2022	1245	SO CALIF EDISON	700570670141 July 22		Edison bill 06/03/22-07/28/22	\$122.02
				700125053252 July 22		Edison bill 07/07/22-08/04/22	\$37.93
				700125316869 July 22		Edison bill 07/07/22-08/04/22	\$64.88
				700125145505 July 22		Edison bill 07/07/22-08/04/22	\$103.76
				700124018786 July 22		Edison bill 07/07/22-08/04/22	\$68.65
				700327588141 July 22		Edison bill 07/07/22-08/04/22	\$70.12
				700666425814 July 22		Edison bill 07/01/22-08/01/22	\$206.83
				700556225427 July 22		Edison bill 07/01/22-08/01/22	\$39.22
				700123951189 July 22		Edison bill 07/07/22-08/04/22	\$46.08
				700620742955 July 22		Edison bill 07/07/22-08/04/22	\$173.13
				700162747250 July 22		Edison bill 07/07/22-08/04/22	\$816.39
				700237491915 July 22		Edison bill 07/07/22-08/04/22	\$121.67
				700377436138 July 22		Edison bill 07/07/22-08/04/22	\$173.80
				700242318673 July 22		Edison bill 07/01/22-08/01/22	\$34.72
				700547438439 July 22		Edison bill 07/01/22-08/01/22	\$64.84
				700280676618 July 22		Edison bill 07/06/22-08/03/22	\$58.89
				700441458865 July 22		Edison bill 07/06/22-08/03/22	\$91.95
				700491092452 July 22		Edison bill 07/06/22-08/03/22	\$18.54
				700072821984 July 22		Edison bill 07/01/22-08/01/22	\$166.20
				700237930435 July 22		Edison bill 07/01/22-08/01/22	\$83.10
				700402406564 July 22		Edison bill 07/06/22-08/03/22	\$92.89
				700164228320 July 22		Edison bill 07/06/22-08/03/22	\$17.69
				700157750235 July 22		Edison bill 07/06/22-08/03/22	\$17.26
				700012556793 July 22		Edison bill 07/07/22-08/04/22	\$20.51
				700077110701 July 22		Edison bill 07/07/22-08/04/22	\$93.10
				700533422444 July 22		Edison bill 07/07/22-08/04/22	\$65.76
				700625935485 July 22		Edison bill 07/07/22-08/04/22	\$51.42
				700542818815 July 22		Edison bill 07/07/22-08/04/22	\$25.67
				700180303341 July 22		Edison bill 07/05/22-08/02/22	\$77.66
				700411454240 July 22		Edison bill 07/05/22-08/02/22	\$2,496.95
				700620519956 July 22		Edison bill 07/05/22-08/02/22	\$2,124.00
				700371011405 July 22		Edison bill 07/05/22-08/02/22	\$4,970.77
				700123802154 July 22		Edison 07/05/22-08/02/22	\$372.68
				700619667467 July 22		Edison bill 07/05/22-08/02/22	\$124.47
				700571294375 July 22		Edison bill 07/05/22-08/02/22	\$44.28
				700540416245 July 22		Edison bill 07/05/22-08/02/22	\$18.33



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				700010613157 July 22		Edison bill 07/05/22-08/02/22	\$69.94
				700030769656 July 22		Edison bill 07/05/22-08/02/22	\$147.47
				700252505390 July 22		Edison bill 07/05/22-08/02/22	\$109.81
				700475961967 July 22		Edison bill 07/05/22-08/02/22	\$78.48
				700630870058 July 22		Edison bill 07/05/22-08/02/22	\$183.41
				700337902271 July 22		Edison bill 07/05/22-08/02/22	\$172.90
				700044573766 July 22		Edison bill 07/05/22-08/02/22	\$17.90
				700030754805 July 22		Edison bill 07/05/22-08/02/22	\$17.90
				700010396020 July 22		Edison bill 07/05/22-08/02/22	\$79.97
				700281250130 July 22		Edison bill 07/05/22-08/02/22	\$55.80
				700357831327 July 22		Edison bill 07/05/22-08/02/22	\$47.14
				700448473884 July 22		Edison bill 07/05/22-08/02/22	\$17.28
				700619645542 July 22		Edison bill 07/05/22-08/02/22	\$12.59
				700491050723 July 22		Edison bill 07/05/22-08/02/22	\$296.15
						703349 Total	\$14,482.90
703350	8/11/2022	1245	SO CALIF EDISON	700605303585 July 22		Edison bill 07/01/22-08/01/22	\$10.18
						703350 Total	\$10.18
703351	8/11/2022	1261	THE GAS COMPANY	14642464003 July 22		Gas co 07/05/22-08/03/22	\$45.68
						703351 Total	\$45.68
703352	8/11/2022	26	VERIZON WIRELESS	9912266517 July 22		Verizon 06/29/22-07/28/22	\$38.05
						703352 Total	\$38.05
703353	8/11/2022	1154	VISION SERVICE PLAN - CA	815643185 815652628		Vision Insurance Premium-August 2022 Vision Insurance Premium-August 2022	\$12.21 \$1,210.05
						703353 Total	\$1,222.26
703354	8/16/2022	1280	CARRY HOWARD	08152022 FSA		2022 FSA REIMBURSEMENT	\$199.00
						703354 Total	\$199.00
703355	8/16/2022	5673	CR&R	JULY 2022		REFUSE PAYMENTS COLLECTED JULY 2022	\$94,030.61
						703355 Total	\$94,030.61



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703356	8/16/2022	876	SAN BERNARDINO MUNICIPAL WATER	JULY 2022		SEWER PAYMENTS COLLECTED JULY 2022	\$305,623.82
703356 Total							\$305,623.82
703357	8/16/2022	3574	SB CO FLOOD CONTROL DISTRICT	FCCON-2021-00085	1230249	Canyon Ranch - 214 Agreement FCCON-2021-00085	\$45,000.00
703357 Total							\$45,000.00
703358	8/16/2022	1245	SO CALIF EDISON	700491039205 July 22		Edison bill 07/08/22-08/07/22	\$12,069.56
				700023837085 July 22		Edison bill 07/08/22-08/07/22	\$20,907.75
				700044797169 July 22		Edison bill 07/08/22-08/07/22	\$62,201.49
				700396836845 July 22		Edison bill 07/08/22-08/07/22	\$19,629.34
				700303221438 July 22		Edison bill 07/08/22-08/07/22	\$1,363.18
				700577818031 July 22		Edison bill 07/08/22-08/07/22	\$1,982.27
				700546694670 July 22		Edison bill 07/05/22-08/04/22	\$178.47
				700165738789 July 22		Edison bill 07/08/22-08/07/22	\$386.39
				700004740213 July 22		Edison bill 07/06/22-08/03/22	\$451.57
703358 Total							\$119,170.02
703359	8/16/2022	1261	THE GAS COMPANY	06872460008 July 22		Gas co 07/06/22-08/04/22	\$85.17
703359 Total							\$85.17
703360	8/16/2022	3628	U.S. BANK CORPORATE PYMNT SYS	072222KMacgavin		Arin IP addresses and Secure Sockets Layer Cert	\$2,100.57
				072222SFabela		Office Chair for M. Ybarra	\$1,345.80
				072222DHarker		SB Meeting refreshments & polo shirts	\$188.09
				072222EAguiar		Registration for seminar & CWEA membership	\$312.00
				072222BBolger		Drinking Fountain parts for Edison Easement	\$627.25
				072222JLoeffert		Conference bridge plan & Alarm monitoring	\$37.94
				07222022MAtchison		Diesel Exhaust Fluid 20 - 2.5 gallons	\$426.50
				07222022MCross		Station supplies & Medic Eng. 252 supplies	\$768.96
				07222022GGarza		Refreshments for 4th July Patrol, Small tools	\$447.72
				07222022TIngalls		Fire codes small tools NFPA 72 Course clocks	\$1,032.20
				072222VPuentes		Overheat repair D1973 & rebuild zieman trailer	\$2,279.08
				072222LMatarrita		Annual planning course subscription	\$144.00
				072222JCardoza		Palm Springs Gold gravel for Newport/Bryn Mawr	\$646.50
				072222HReed		ESRI Conference & WinZip Software License	\$2,150.60
				07222022JGillette		Food for Chiefs meeting and charging cable	\$144.92
				07222022MBuelna		Kitchen supplies for station 252	\$55.96



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				07222022TBruner		Windshield repair, ME252 Chevron stripes, wipers	\$528.85
				072222 HOWARD		CAL CARD - PHONE HEADSETS & INK FOR POSTAGE MACHIN	\$593.32
				072222LHernandez		Floral arrangement & access card lanyards	\$141.81
				072222LARreola		Council Meals/paper good/office supplies	\$180.86
						703360 Total	\$14,152.93
703361	8/18/2022	840	CITY OF SAN BERNARDINO	133-132 July 2022	1230017	WS972733 Hydrant meter inter water 7/5/22-8/2/22	\$4,528.79
				92661-90878 July 22		1516 Gould St 7/1/22-8/2/22	\$48.30
				92661-76164 July '22		1195 E Redlands Blvd 6/1/22-8/1/22	\$2,297.94
						703361 Total	\$6,875.03
703362	8/18/2022	5502	FRONTIER COMMUNICATIONS	9097990759 Aug 22		Frontier 08/01/22-08/31/22	\$41.81
				9097998064 Aug 22		Frontier 08/10/22-09/09/22	\$43.25
						703362 Total	\$85.06
703363	8/18/2022	7126	MV CHENG & ASSOCIATES INC.	07/31/2022	1220637	Accounting Manager TEMP Consultant	\$10,300.00
						703363 Total	\$10,300.00
703364	8/18/2022	6083	SAGEMONT-RICHARDSON, LLC	2ND QTR 2022 RETURN		2ND QTR 2022 TOT Hotel Incentive Program	\$23,600.83
						703364 Total	\$23,600.83
703365	8/18/2022	1245	SO CALIF EDISON	700250837495 July 22		Edison bill 07/14/22-08/11/22	\$18.30
				700075862128 July 22		Edison bill 07/07/22-08/07/22	\$475.86
				700529893260 July 22		Edison bill 07/12/22-08/09/22	\$194.39
						703365 Total	\$688.55
703366	8/18/2022	6266	TORRES, NIDIA	NGonzalezFI1B	1230277	Reimbursement for Fire Inspector 1B Course	\$360.00
				NGonzalezFI1A		Reimbursement for Fire Inspector 1A course	\$360.00
				NGonzalesFI1C		Reimbursement for Fire Inspector 1C course	\$360.00
						703366 Total	\$1,080.00
703367	8/18/2022	3294	US POSTAL SERVICE	Aug 2022		Postage for MTR#47718562	\$1,000.00
						703367 Total	\$1,000.00
703368	8/23/2022	2394	2 HOT ACTIVEWEAR & UNIFORMS	4268	1230005	Uniform items for fire inspector	\$308.83
						703368 Total	\$308.83



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703369	8/23/2022	5827	ADAM HALL'S PLANT NURSERY	011900	1230010	Crape Myrtle Barton Rd	\$374.97
703369 Total							\$374.97
703370	8/23/2022	7108	BRIDGEPAY NETWORK SOLUTIONS	10598		JULY 2022 218 CC TRANSACTIONS	\$21.80
703370 Total							\$21.80
703371	8/23/2022	110	BURTRONICS BUSINESS SYSTEM	AR94855	1230160	PrinterLease agrmt HPM507 EQ#11687 8/13/22-9/12/22	\$50.21
703371 Total							\$50.21
703372	8/23/2022	161	CA TOOL & WELDING SUPPLY	720624	1230115	Oxygen & acetylene	\$162.64
703372 Total							\$162.64
703373	8/23/2022	5390	CALIFORNIA HIGHWAY ADOPTION CO	722138 722137	1230247	Maint of south side I-10 Fwy ramps @ Mt View July Maint of south side I-10 Fwy ramps @ Mt View July	\$350.00 \$650.00
703373 Total							\$1,000.00
703374	8/23/2022	1744	CDW, LLC	BT43577	1230157	Mimecast spam filter annual renewal	\$4,831.71
703374 Total							\$4,831.71
703375	8/23/2022	4397	CHEMPAK	119277 119295	1230016	Sanitation & paper supplies for parks Vehicle cleaning supplies	\$989.63 \$162.66
703375 Total							\$1,152.29
703376	8/23/2022	25	CINTAS CORPORATION NO 2	5120542148	1230013	First aid supplies	\$257.86
703376 Total							\$257.86
703377	8/23/2022	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1030651	1230023	Light bulbs civic center	\$267.79
703377 Total							\$267.79
703378	8/23/2022	1279	DAILY JOURNAL CORPORATION	B3610254	1230028	Legal advertisement: CVRA Notice	\$203.81
703378 Total							\$203.81



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703379	8/23/2022	2238	DAVID CARTER	0001256480 0001256435	1230030	First key shop & duplicate key Water distribution (2) pad locks	\$29.36 \$93.92 703379 Total \$123.28
703380	8/23/2022	3035	DOUGLAS L. GOODMAN	5698 (rev) 2021 5698 (rev) 2022	1220886	Extend Water Distribution on Beaumont Extend Water Distrib on Beaumont/Prev PO #1210270	\$6,000.00 \$4,085.00 703380 Total \$10,085.00
703381	8/23/2022	316	EMPLOYMENT DEVELOPMENT DEPT	L1931233424		S. Cobos 4/1/22-06/30/22	\$1,800.00 703381 Total \$1,800.00
703382	8/23/2022	1302	ESRI, INC.	94299663	1230221	ESRI ArcGIS Desktop Renewal FY 2023	\$5,200.00 703382 Total \$5,200.00
703383	8/23/2022	7100	FACULTY PHYSICIANS AND SURGEONS OF LLUSM	E2200000044 7/8 7/15	1230057	DOT Pre-emplomnt physicals Velazquez & Cunningham	\$1,410.00 703383 Total \$1,410.00
703384	8/23/2022	5256	FLYERS ENERGY, LLC	22-602466 22-578852 A-C 22-578852A 22-602467	1230041	PW Unleaded fuel delivery 08/03/22 Credit memo fuel delivery charge credit 7/7/2022 Fuel delivery 7/7/2022 revised invoice Fuel delivery 08/03/2022	\$2,379.24 -\$964.80 \$879.80 \$1,905.69 703384 Total \$4,199.93
703385	8/23/2022	2636	GOLDEN BELL PRODUCTS, INC.	17978	1230246	5x5 Sewer lift station degreaser	\$781.19 703385 Total \$781.19
703386	8/23/2022	389	GRAINGER, INC.	9396302219	1230043	Hand sanitizer pk & chest cooler	\$137.19 703386 Total \$137.19
703387	8/23/2022	402	HACH COMPANY	13170911	1230208	Annual Maint. Contract Nitratax Sensor	\$3,135.00 703387 Total \$3,135.00
703388	8/23/2022	2117	HILLTOP GEOTECHNICAL, INC.	18650	1220535	Material Testing for CA Street Widening/Storm Drai	\$1,162.75 703388 Total \$1,162.75



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703389	8/23/2022	5458	HIRSCH PIPE & SUPPLY	8402338 8407528	1230045	Drinking fountain filters & drain cleaner Hulda Crook's upper restroom replace damage faucet	\$270.16 \$170.83 703389 Total \$440.99
703390	8/23/2022	480	INLAND WATER WORKS SUPPLY	S1058023.002 S1057820.001	1230048	Snap clamps Water sample station cover	\$204.73 \$470.87 703390 Total \$675.60
703391	8/23/2022	7195	JARED MANRIQUE	08102022		Refund Pre-pay & Setup Fee 25965 Reed Wy	\$140.00 703391 Total \$140.00
703392	8/23/2022	2023	JOSEPH E BONADIMAN & ASSOCIATE	4689 R	1220534	Land Survey-Monument Preservation CIP 19-193 July	\$9,410.00 703392 Total \$9,410.00
703393	8/23/2022	557	LIFE ASSIST, INC.	1205771	1220110	Large Nitrile exam gloves	\$948.20 703393 Total \$948.20
703394	8/23/2022	1933	LILBURN CORPORATION	22-0731	1230244	Planning srvs for Canyon Ranch 6/20/22-7/17/22	\$1,191.50 703394 Total \$1,191.50
703395	8/23/2022	566	LOMA LINDA ANIMAL HOSPITAL, INC.	07062022 06092022	1230054 1220055	Euthanasia service 7/6/2022 Vet srvc for stray chihuahua 06/09/22	\$100.00 \$42.00 703395 Total \$142.00
703396	8/23/2022	1733	LOWE'S COMPANIES, INC.	27353 08-02-22 27750 08-04-22 27784 08-04-22 27607 27886 25175 27500 08-08-22 27475 07-28-22 27670 08-09-22 25432 27927 08-10-22 27093	1230117	48 bags of concrete PH Test strips Zip ties, Nozzle, Tubing, Hose, & Shovels Drainline equip, Water for prod dept, Scoop shovel Paint supplies, Nuts, Bolts, Water, & Armor all Microfiber pack & Wrench set Screws & washers Paint handle & rollers Red spray paint Black spray paint Tube bender Parts for service truck	\$209.71 \$40.23 \$120.77 \$107.20 \$74.49 \$59.30 \$24.52 \$41.31 \$7.22 \$10.32 \$16.52 \$92.38



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				27227 08-11-22		Sand paper & small fish tape	\$45.89
				27248		Large tape, paint rollers & paint	\$258.22
						703396 Total	\$1,108.08
703397	8/23/2022	3855	LYNN A. HIRTZ	258217	1230029	80"" x 80"" burlap & 8"" 8 tooth grass blade	\$79.08
				258216	1230272	Parts to repair edges & trimmers	\$678.21
						703397 Total	\$757.29
703398	8/23/2022	2875	LYNN MERRILL & ASSOCIATES, INC.	FY21-22-8	1220884	Assist with SB 1383 Ordinance development June	\$1,145.51
				FY21-22-7	1220183	NPDES Program Support for FY 2021-22 June	\$1,666.51
						703398 Total	\$2,812.02
703399	8/23/2022	1566	MALLORY SAFETY & SUPPLY, LLC	5406289	1230105	Nitrile gloves	\$70.47
						703399 Total	\$70.47
703400	8/23/2022	1935	NARCISCO VALDOVINOS	001011	1230229	Landscape Maint. LMD Area July 2022	\$13,488.10
				001012	1230232	Landscape Maint Contract - So Barton Pkwy July 22	\$618.36
				001014	1230231	Landscape Maint Contract - Barton Rd Median 7/22	\$3,986.49
				001015	1230230	Misc Landscape repairs in LMD area July	\$4,419.98
				001016	1230233	Misc Landscape/Irrigation Repairs Barton Rd. July	\$508.39
				001013	1230239	Landscape Maint Contract-Mission, Heritage Pk July	\$926.22
						703400 Total	\$23,947.54
703401	8/23/2022	4401	ORKIN PEST CONTROL	230205732	1230147	Pest Control contract for Civic Ctr & Library Aug	\$137.00
				230206042	1230174	Pest Control Services at Senior Center August	\$60.00
				230206414	1230171	Pest Control Srvs at 10466 Richardson St. FY Aug	\$53.00
						703401 Total	\$250.00
703402	8/23/2022	4401	ORKIN PEST CONTROL	230207105	1230173	Pest Control Services at 25964 Mission Rd Aug 2022	\$138.00
				230205727	1230146	Pest Control Svc Contract - Corp Yard Aug 2022	\$75.00
						703402 Total	\$213.00
703403	8/23/2022	7184	PAUL MCLAUGHLIN	000253	1230263	Installation of electrical circuit	\$1,845.00
						703403 Total	\$1,845.00



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703404	8/23/2022	4458	PRINTING & PROMOTION PLUS, INC.	84066	1230112	Printing of PW Business Cards	\$408.80
703404 Total							\$408.80
703405	8/23/2022	766	PRUDENTIAL OVERALL SUPPLY	23361454	1230070	Shop towel rental 8/4/22	\$56.62
703405 Total							\$56.62
703406	8/23/2022	4199	QUALITY CODE PUBLISHING	2022-195	1230071	Codification Srvs Website Maint 2022-23	\$780.00
703406 Total							\$780.00
703407	8/23/2022	5911	RDO EQUIPMENT CO	P7990235 P7990135	1230074	Temp switch Turn signal indicator switch	\$123.89 \$115.52
703407 Total							\$239.41
703408	8/23/2022	814	RIVERSIDE CONSTRUCTION CO, INC.	220603-1 220708	1220552	California St Widening & Storm Drain CIP 19-193 California St Widening & Storm Drain CIP 19-193	\$66,662.99 \$760,872.01
703408 Total							\$827,535.00
703409	8/23/2022	266	ROBBINS & HOLDAWAY	00-1006-43414 00-1006-01-43415 00-1006-02-43416 00-1006-11-43420 00-1006-12-43421 00-7200-43483	1230079	Legal Services for CM and City Clerk Legal Services City Council Mtg/Gen Matters Legal Services - Community Development Legal Services - Claims Legal Services - Misc CM Items Legal Services - CD Special Counsel Srvs	\$385.00 \$2,222.50 \$525.00 \$1,137.50 \$70.00 \$690.00
703409 Total							\$5,030.00
703410	8/23/2022	5353	ROMO PLANNING GROUP	2022-07	1230250	Interim Planning Services 7/1/22-7/30/22	\$6,160.00
703410 Total							\$6,160.00
703411	8/23/2022	3574	SB CO FLOOD CONTROL DISTRICT	10-752 2022 FC 008/23	1230268 1230260	2022 Annual Rent 2" Conduit S/Redlands W/Anderson NPDES Agreement 11-545 FY 2023	\$983.00 \$18,722.00
703411 Total							\$19,705.00
703412	8/23/2022	3698	SCOTT ZEHR	08172022	1230205	City Hall Fountain Maintenance August Svc	\$335.00
703412 Total							\$335.00



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703413	8/23/2022	1500	SIMPLER LIFE EMERGENCY	30408	1230165	Emergency Preparedness food and water	\$10,389.00
703413 Total							\$10,389.00
703414	8/23/2022	451	SITEONE LANDSCAPE SUPPLY, LLC	121790410-001 122106321-001 122214330-001 122195553-001 122236018-001	1230083	Irrigation parts for Heritage Park Squirrel bait & bait stations for Bailey Park Irrigation parts (node, solenoid, rotor, PVC) E-Z Reaching Tool Irrigation parts	\$33.21 \$380.91 \$991.35 \$76.64 \$13.17
703414 Total							\$1,495.28
703415	8/23/2022	865	SN BERNARDINO CO SHERIFF DEPT	21909	1230144	Sheriff Services Contract- August 2022	\$534,844.00
703415 Total							\$534,844.00
703416	8/23/2022	1356	STAPLES BUSINESS ADVANTAGE	3513960165 3513960169 3513960167	1230111	100PolyEvlp-3monthCal-BndrTabs-12pkpen-5pk16gbUSB Office Supplies (desk calc, post it, staples) 3 month calendar-item returned for credit	\$87.14 \$104.00 -\$10.66
703416 Total							\$180.48
703417	8/23/2022	5561	STATEWIDE TRAFFIC SAFETY & SIGNS	13009419	1230085	6 Safety glasses	\$105.11
703417 Total							\$105.11
703418	8/23/2022	6003	SUEZ WTS SERVICES USA, INC.	901691693 901691692	1230167	Deionized water tank & regeneration fees Deionized water tank regeneration fees Station 251	\$84.63 \$66.37
703418 Total							\$151.00
703419	8/23/2022	5270	SUPERIOR AUTOMOTIVE WAREHOUSE	114491 114747 114908	1230089	Wiper Drillbit Drillbits	\$8.68 \$7.60 \$14.87
703419 Total							\$31.15
703420	8/23/2022	5364	TECHSTRATA	1001-25-329 1001-25-330	1220710 1230218	Data switch for phones in EOC Techstrata-Care 1-year renewal	\$1,244.39 \$21,609.43
703420 Total							\$22,853.82



CITY OF LOMA LINDA
VOUCHER LIST
8/23/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703421	8/23/2022	7124	TETRA TECH INC.	51934180	1230213	Plans/specs Mt View Well #5 Rehab Prep CIP22-665	\$1,370.53
703421 Total							\$1,370.53
703422	8/23/2022	7199	THE LLOYD PEST CONTROL CO, INC.	7818640	1230266	Gopher control services for Civic Center 8/4/22	\$150.00
				7819655	1230264	Gopher services for Bailey Park 8/5/22	\$100.00
				7826278		Gopher services for Bailey pk 8/12/22	\$100.00
703422 Total							\$350.00
703423	8/23/2022	5048	TRANS-WEST TRUCK CENTER, LLC	XA500220848:01	1230245	Heater Core	\$214.41
703423 Total							\$214.41
703424	8/23/2022	1044	U.S. BANK	6605954	1230248	2016 Water Revenue Bond Admin Fees	\$3,450.00
703424 Total							\$3,450.00
703425	8/23/2022	4030	US TRONICS	M-12267JL22	1230168	Satellite phone service July 2022	\$168.71
703425 Total							\$168.71
703426	8/23/2022	1977	VULCAN MATERIALS	73362228	1230137	Asphalt & aggregate	\$156.40
				73371327		Asphalt & aggregate	\$1,501.81
703426 Total							\$1,658.21
703427	8/23/2022	5500	WEST COAST ARBORISTS, INC.	188761	1220654	Plant 24" Box trees Price includes trees, labor	\$6,900.00
703427 Total							\$6,900.00
703428	8/23/2022	1917	WILBUR E & JUNE PURVIS	10058	1230113	Chain saw bar	\$31.95
				44990		Sharpen 5 chainsaw chains	\$60.00
				44930		Echo chainsaw part	\$12.01
				44913		2 Hard hats & weed eater string	\$209.00
				44799		15 Chainsaw chains sharpened	\$180.00
703428 Total							\$492.96
703429	8/23/2022	4538	WORK BOOT WAREHOUSE	5-1-1026172	1230102	Work boots for Robert Shenton	\$157.69
703429 Total							\$157.69
Grand Total							\$2,199,669.27



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703430	8/18/2022	2724	BRANDI CORREIA	HumaneOfficerReimb2		Reimbursement daily meals Humane Officer Training	\$77.66
						703430 Total	\$77.66
703431	8/23/2022	1280	CARRY HOWARD	08/22/2022 FSA		2022 FSA Reimbursement	\$60.16
						703431 Total	\$60.16
703432	8/23/2022	3207	KYLE CRECELIUS	FSA 08/17/2022		2022 FSA Reimbursement	\$140.00
						703432 Total	\$140.00
703433	8/23/2022	1862	U.S. POSTAL SERVICE	84231 08-22-22	1230297	Postage-Citywide mailout for Dist Based Elections	\$2,280.03
						703433 Total	\$2,280.03
703434	8/25/2022	3207	KYLE CRECELIUS	082322 FSA		2022 FSA Reimbursement	\$180.14
						703434 Total	\$180.14
703435	8/25/2022	1245	SO CALIF EDISON	700228347138 July 22 700228318038 July 22 700063569396 Apr 22		Edison bill 07/14/22-08/11/22 Edison bill 07/14/22-08/11/22 Edison bill 04/07/22-08/07/22	\$2,908.60 \$2,003.24 \$22,538.03
						703435 Total	\$27,449.87
703436	8/25/2022	7010	THE CONVERSE PROFESSIONAL GROUP, INC.	21-81122-01-04	1220311	Design of 1MG Water Reservoir, Zone A - Addl work	\$242.12
						703436 Total	\$242.12
703437	8/25/2022	1261	THE GAS COMPANY	19406867366 July 22		Gas bill 07/13/22-08/11/22	\$14.30
						703437 Total	\$14.30
703438	8/25/2022	304	TYLER TECHNOLOGIES, INC.	045-387131	1220349	UTILITY BILLING IMPLEMENTATION 7/12-7/13/22	\$2,550.00
						703438 Total	\$2,550.00
703439	8/30/2022	1280	CARRY HOWARD	08302022 FSA		2022 FSA Reimbursement	\$500.00
						703439 Total	\$500.00
703440	8/30/2022	7205	CHRISTINE WAI MEI HO	222106207		Refund overpayment of angle stop repair	\$1,353.83
						703440 Total	\$1,353.83



**CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703441	8/30/2022	3864	INLAND TEMPORARY HOMES	LL-CV1-09-ITH-Jan 22	1220381	CDBG-CV(Covid Funding)Public Srvs Prog ITH-Jan 22	\$1,854.45
703441 Total							\$1,854.45
703442	8/30/2022	3139	JULIA LOEFFERT	08252022 FSA		2022 FSA Reimbursement	\$304.55
703442 Total							\$304.55
703443	8/30/2022	7053	MARLIN BUSINESS BANK	20046789 20046789PW	1230121	City Wide printers lease agreement August 2022 Wide format PW printer lease agreement August 2022	\$2,498.19 \$752.10
703443 Total							\$3,250.29
703444	9/1/2022	2358	DANIEL DRUMMOND	46270 2022		D2 Distribution Certification Drummond	\$80.00
703444 Total							\$80.00
703445	9/1/2022	5502	FRONTIER COMMUNICATIONS	9097997257 Sept 22 9097963838 Sept 22 9097998149 Sept 22		Frontier bill 08/19/22-09/18/22 Frontier bill 08/22/22-09/21/22 Frontier bill 08/25/22-09/24/22	\$43.25 \$130.56 \$213.66
703445 Total							\$387.47
703446	9/1/2022	1245	SO CALIF EDISON	700458638878 Aug 22 700546567358 Aug 22		Edison bill 07/28/22-08/25/22 Edison bill 07/28/22-08/25/22	\$3,085.17 \$20.71
703446 Total							\$3,105.88
703447	9/8/2022	4197	C.A.P.F.	September 2022		Long Term Disability Sept 2022	\$855.50
703447 Total							\$855.50
703448	9/8/2022	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	0030597081022 0212906081422 0020150081822	1230169 1230131	Cable service for city hall 8/10/22-9/9/22 Cable service for station 252 8/14-9/13/2022 Cable service for station 251 8/18-9/17-22	\$43.85 \$84.63 \$109.81
703448 Total							\$238.29
703449	9/8/2022	5284	CITY EMPLOYEES ASSOCIATES	July 2022 August 2022 August 2022 PAEA July 2022 PW		PAEA City Employees Assoc July 2022 PW City Employees Assoc. PAEA Dues for August 2022 PW City Employees Assoc July 2022	\$190.00 \$462.00 \$190.00 \$462.00
703449 Total							\$1,304.00



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703450	9/8/2022	316	EMPLOYMENT DEVELOPMENT DEPT	LMI-07475	1230312	QTRLY CENSUS OF EMPLOYMENT&WAGES DATA FILE FY2022	\$166.00
703450 Total							\$166.00
703451	9/8/2022	7032	JOHN ARTHUR MAY	1123 1126	1220888	Service calls on Mt View Well #3 Update software credentials	\$630.00 \$90.00
703451 Total							\$720.00
703452	9/8/2022	570	LOMA LINDA FIREFIGHTERS ASSN	July 2022 August 2022		Loma Linda Firefighters Assoc Loma Linda Firefighters Assoc.	\$1,068.00 \$1,068.00
703452 Total							\$2,136.00
703453	9/8/2022	857	S.B. CO OFC AUDITOR/CONTR	JUNE 2022 MAY 2022		June 2022 Parking Citations 127 May 2022 Parking Citations 152	\$1,397.00 \$1,672.00
703453 Total							\$3,069.00
703454	9/8/2022	3881	SB CO PROFESSIONAL FIREFIGHTER	July 2022 August 2022		SB County Professional Firefighters July 2022 SB County Professional Firefighters Aug 2022	\$3,346.00 \$3,346.00
703454 Total							\$6,692.00
703455	9/13/2022	29	AGUA MANSA PROPERTIES, INC.	29306 29261	1230065	Concrete disposal Concrete disposal	\$300.00 \$300.00
703455 Total							\$600.00
703456	9/13/2022	5758	ALETHEA, INC.	LL072022 LL082022	1230307	Onsite or remote desk support specialist July 2022 Onsite or remote desk support specialist Aug 2022	\$12,600.00 \$15,600.00
703456 Total							\$28,200.00
703457	9/13/2022	7200	AMY MILLER	993766747		Utility account closed, refund overpayment	\$124.18
703457 Total							\$124.18
703458	9/13/2022	7204	ANGELA RUBALCAVA	REIMB082322 REIMB082522		Reimb. for county filing fees - Notary oath/bond Tuition reimb. for BAM225 Info Management Course	\$110.16 \$405.00
703458 Total							\$515.16



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703459	9/13/2022	3833	ATKINSON, ANDESLON, LOYA, RUUD, & ROMO	657759	1230007	HR Legal fees July	\$517.00
703459 Total							\$517.00
703460	9/13/2022	6182	ATLAS PLANNING SOLUTION	1403	1230164	Consultant srvs for Emergency Operations Plan	\$1,120.00
703460 Total							\$1,120.00
703461	9/13/2022	2570	BARR DOOR, INC.	33286	1230288	Gate repair at Richardson Well #5	\$950.73
703461 Total							\$950.73
703462	9/13/2022	5174	BRENT BILLINGSLEY	1166	1230132	60 lb Chlorine Tablets for Wells	\$4,675.50
703462 Total							\$4,675.50
703463	9/13/2022	7108	BRIDGEPAY NETWORK SOLUTIONS	10787		Aug 2022 credit card transactions 233 @ .10 ea	\$23.30
703463 Total							\$23.30
703464	9/13/2022	110	BURTRONICS BUSINESS SYSTEM	AR95706	1230160	PrnrServiceAgrmt HPM507 EQ#11687 9/13/22-10/12/22	\$50.21
703464 Total							\$50.21
703465	9/13/2022	5390	CALIFORNIA HIGHWAY ADOPTION CO	822140 822139	1230247	Maint of south side I-10 Fwy ramps @ Mt View Ave Maint of south side I-10 Fwy ramps @ Mt View Ave	\$350.00 \$650.00
703465 Total							\$1,000.00
703466	9/13/2022	203	CLINICAL LABORATORY OF	2201227-LOM01	1230020	Test water at Well sites	\$5,706.25
703466 Total							\$5,706.25
703467	9/13/2022	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1032295 6903-1031859 6903-1032883	1230023	Fish tapes Richardson treatment plant ground straps Fluorescent lamp holder Civic Center	\$478.50 \$33.46 \$34.58
703467 Total							\$546.54
703468	9/13/2022	5762	CORE & MAIN	Q304907 R454231	1220592 1230309	Meter box lids order for meter division Parts & inventory for water distribution	\$14,489.20 \$3,416.31
703468 Total							\$17,905.51
703469	9/13/2022	1279	DAILY JOURNAL CORPORATION	B3617294	1230028	Legal ad - Special Committee Vacancies	\$476.32



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				83620879		NOH Hotel Incentive Program mod CC meeting 9/13/22	\$208.39
						703469 Total	\$684.71
703470	9/13/2022	2238	DAVID CARTER	245600	1230030	Lock service Civic Center North/East exterior door	\$113.00
						703470 Total	\$113.00
703471	9/13/2022	7201	DAVID ELIASSEN	993767446		Utility account closed, prepay refunded	\$6.39
						703471 Total	\$6.39
703472	9/13/2022	5088	DENNIS GRUBB & ASSOCIATES, LLC	2822	1230242	Fire Prevention Plan Check/Inspection Srvs 08/2022	\$2,255.00
						703472 Total	\$2,255.00
703473	9/13/2022	1256	ELROD FENCE CO., INC.	17705	1230185	18 foot fence & gate Bryn Mawr/ George St	\$4,895.00
				17727	1230299	Install razor wire on gates 1415 Richardson	\$1,795.00
						703473 Total	\$6,690.00
703474	9/13/2022	325	EWING IRRIGATION PRODUCTS	17682966	1230034	1/2 PVC Caps	\$8.04
				17717899		2 Safari hats	\$51.74
						703474 Total	\$59.78
703475	9/13/2022	1521	FACILITIES PROTECTION SYSTEMS	74585	1230195	UL Monitoring for Civic Center	\$630.00
				74586	1230196	UL Monitoring for Senior Center	\$630.00
				74588	1230200	UL Monitoring for PW Corporation Yard	\$630.00
				74590	1230201	PM Agreement UL Monitoring at Library	\$630.00
				74581	1230197	UL Monitoring Cole House, 25964 Mission Rd.	\$630.00
						703475 Total	\$3,150.00
703476	9/13/2022	331	FAIRVIEW FORD SALES, INC.	928198	1230036	Heater hoses	\$83.38
				926296		L.R. Tail light assembly	\$108.57
				928019		Shifter tube parts	\$89.52
						703476 Total	\$281.47



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703477	9/13/2022	3197	FIRE APPARATUS SOLUTIONS	23804	1230039	Various repairs on ME252	\$2,819.30
				23805		Repair foam plug and check batteries ME252	\$1,908.49
				23806		side light bar side door latch heater valve ME252	\$3,916.62
				23807		Replace decal, ac vent, seal leak foam gauge ME252	\$3,171.41
				23803	1230311	Various repairs for Medic252	\$12,303.45
						703477 Total	\$24,119.27
703478	9/13/2022	7164	FLEET SALES AND CONSULTING, INC.	690880	1230280	Towing of BC217 from Loma Linda to Perris	\$531.56
						703478 Total	\$531.56
703479	9/13/2022	212	FLEET SERVICES, INC.	05P84393	1230022	4 Pin round trailer plugs	\$94.94
						703479 Total	\$94.94
703480	9/13/2022	6254	LYDIA FLORES-HERNANDEZ	2023-1		PUBA-550 Public Policy Analysis Tuition Reimb.	\$1,931.86
						703480 Total	\$1,931.86
703481	9/13/2022	5256	FLYERS ENERGY, LLC	22-614306	1230041	22-614306 Fuel delivery PW 8/17/22	\$2,203.99
				22-614307		Fuel delivery 08/17/2022	\$1,847.87
				22-623732		PW Diesel fuel 8/24/22	\$1,912.84
				22-627130		PW Unleaded fuel delivery 8/31/22	\$2,997.73
						703481 Total	\$8,962.43
703482	9/13/2022	2275	GEMINI GROUP, LLC	122-14642	1220533	Water Quality Report	\$3,617.00
						703482 Total	\$3,617.00
703483	9/13/2022	6143	GEOGRAPHIC INFO. SRVS, INC.	9587	1220889	GIS Support Block FY 2021-22	\$3,000.00
						703483 Total	\$3,000.00
703484	9/13/2022	5255	RODENT PEST TECHNOLOGIES, INC.	8345847	1220226	Gopher Control at Civic Center Feb	\$120.00
				8811728		Gopher Control at Civic Center March	\$120.00
				9229831		Gopher Control at Civic Center April	\$129.60
				9305760		Gopher Control at Civic Center May	\$129.60
				9426996		Gopher Control at Civic Center June	\$129.60
				8345840	1220227	Gopher Control at Hulda Crooks Feb	\$295.00
				8811721		Gopher Control at Hulda Crooks March	\$295.00



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				9229824		Gopher Control at Hulda Crooks April	\$318.60
				9305753		Gopher Control at Hulda Crooks May	\$318.60
				9426989		Gopher Control at Hulda Crooks June	\$318.60
				8099552		Gopher Control at Elmer Digneo Jan	\$245.00
				8345843		Gopher Control at Elmer Digneo Feb	\$245.00
				8811724		Gopher Control at Elmer Digneo March	\$245.00
				9229827		Gopher Control at Elmer Digneo April	\$264.60
				9305756		Gopher Control at Elmer Digneo May	\$264.60
				9426992		Gopher Control at Elmer Digneo June	\$264.60
				8345845		Gopher Control at Bryn Mawr Feb	\$275.00
				8811726		Gopher Control at Bryn Mawr March	\$275.00
				9229829		Gopher Control at Bryn Mawr April	\$297.00
				9305758		Gopher Control at Bryn Mawr May	\$297.00
				9426994		Gopher Control at Bryn Mawr June	\$297.00
				8345838		Gopher Control at BB Field Feb	\$290.00
				8811719		Gopher Control at BB Field March	\$290.00
				9229822		Gopher Control at BB Field April	\$313.20
				9305751		Gopher Control at BB Field May	\$313.20
				9426987		Gopher Control at BB Field June	\$313.20
				8345842		Gopher Control at Lenoard Bailey Feb	\$140.50
				8811723		Gopher Control at Lenoard Bailey March	\$140.50
				9229826		Gopher Control at Lenoard Bailey April	\$140.50
				9305755		Gopher Control at Lenoard Bailey May	\$140.50
				9426991		Gopher Control at Lenoard Bailey June	\$140.50
				8345849		Gopher Control at Cottonwood Feb	\$180.00
				8811730		Gopher Control at Cottonwood March	\$180.00
				9229833		Gopher Control at Cottonwood April	\$194.40
				9305762		Gopher Control at Cottonwood May	\$194.40
				9426998		Gopher Control at Cottonwood June	\$194.40
				8347968		Gopher Control at LL Dog Pk Feb	\$250.00
				8813915		Gopher Control at LL Dog Pk March	\$250.00
				9231991		Gopher Control at LL Dog Pk April	\$250.00
				9307976		Gopher Control at LL Dog Pk May	\$250.00
				9429228		Gopher Control at LL Dog Pk June	\$250.00
						703484 Total	\$9,559.70



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703485	9/13/2022	402	HACH COMPANY	13189404 13203961	1230271 1230150	Chlorine free reagent Sewer Flow Meter Monitoring Srv Contract Sept 2022	\$971.50 \$1,000.00 703485 Total \$1,971.50
703486	9/13/2022	431	HDL SOFTWARE, LLC	SIN020562	1230301	Permit software annual use fee 09/01/22-08/31/23	\$5,030.86 703486 Total \$5,030.86
703487	9/13/2022	2204	HINDERLITER, DE LLAMAS & ASSOC	SIN020652	1230298	Sales Tax Professional Services July-Sept 22	\$3,358.40 703487 Total \$3,358.40
703488	9/13/2022	5458	HIRSCH PIPE & SUPPLY	8429450 8426925 8440756	1230045	3/4" Galvanized cap copyard Garden hoses, washers, & hose bib Hulda park Flush valve for Library	\$2.84 \$165.72 \$235.42 703488 Total \$403.98
703489	9/13/2022	6084	HRE, LLC	0919.4	1230304	Annual Performance Management Software - Tenzinga	\$1,944.00 703489 Total \$1,944.00
703490	9/13/2022	3400	INFOSEND, INC.	217914	1230300	July 2022 Utility bill printing & mailing	\$1,858.30 703490 Total \$1,858.30
703491	9/13/2022	4896	INTERFACE SECURITY SYSTEMS, LLC	20298015	1230292	Alarm monitoring Sr Center & Heritage Park	\$421.98 703491 Total \$421.98
703492	9/13/2022	2023	JOSEPH E BONADIMAN & ASSOCIATE	4689 O	1220534	Land Survey - Monument Preservation CIP 19-193	\$3,540.00 703492 Total \$3,540.00
703493	9/13/2022	6071	KELLERMAYER BERGENSONS SERVICE	INVS000413 INV90000036002 INVS001773	1230170 1230278 1230170	Janitorial Svcs for City bldgs & Cole House Aug 22 Community Room Cleaning July 2022 Janitorial Svcs for City bldgs & Cole House Sept	\$7,000.35 \$912.00 \$7,000.35 703493 Total \$14,912.70
703494	9/13/2022	3207	KYLE CRECELIUS	P21489 2022 Creceliu EMT-P2022 Crecelius	1230296	Reimbursement for CA EMS cert K.Crecelius Reimbursement for ICEMA cert K.Crecelius	\$250.00 \$70.00 703494 Total \$320.00
703495	9/13/2022	557	LIFE ASSIST, INC.	1244686	1230116	Nitrile exam gloves various sizes & face mask	\$856.61



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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				1244984		3M Littmann Classic III Stethoscope, black	\$346.27
						703495 Total	\$1,202.88
703496	9/13/2022	2045	LOMA LINDA HEATING & AIR CONDITIONING, INC.	26034	1230275	HVAC Maint at MDF Site Lawrence St 1st Qtr	\$76.03
				26033		HVAC Maint at MDF Site Mesquite 1st Qtr	\$76.03
				26032		HVAC Maint at MDF Site Bryn Mawr 1st Qtr	\$76.03
				26035		HVAC Maint at MDF Site Glensummer 1st Qtr	\$76.03
				26031	1230276	HVAC Maint for Heritage Park #A 1st Qtr	\$77.18
				26339		HVAC Maint for Heritage Park #B 1st Qtr	\$154.35
				26508	1230055	Richardson Well #3 HVAC repair	\$460.00
				26490	1230273	1st Qtr HVAC Maint. for Civic Center/Library	\$1,432.16
				26510	1230055	HVAC Service and Maintenance Corp Yard	\$165.00
						703496 Total	\$2,592.81
703497	9/13/2022	1733	LOWE'S COMPANIES, INC.	27990 08-15-22	1230117	Insect spray, Gorilla mountain tape, Glass scraper	\$18.64
				27501		hose equipment for oil changes & carabiners	\$39.66
				27271 08-17-22		Screws for fountain for Veteran's Park	\$2.65
				27373		Supply lines for fountain at Veteran's Park	\$18.55
				27358		Tools, brushes, & spray bottle	\$69.50
				27202 08-22-22		Concrete mix, receive/Pallet charge	\$203.94
				27300 08-22-22		Pain tool, Batteries, & Water	\$64.68
				27186 08-22-2022		Electrical straight plug	\$5.77
				13962		Small tools	\$106.29
				13964		Concrete	\$56.55
				13963		Concrete	\$204.13
				25974		Liquid nails	\$33.82
				27350 07-27-22		Conduit	\$432.49
				27260		Beamblocks, 2x6 lumber, & mortar	\$104.65
				27995		Insecticide for Civic Center	\$57.22
				27904		Steel head hammer & line winder	\$39.23
				27259 09-01-22		Aquafina & Gatorade	\$106.96
						703497 Total	\$1,564.73



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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703498	9/13/2022	1566	MALLORY SAFETY & SUPPLY, LLC	5420904	1230105	Hand sanitizer	\$390.22
				5418951	1230209	Class 2 Poly Mesh Vests, per quote #3093778	\$813.02
				5425893	1230105	Leather gloves	\$39.96
				5425753		Safety glasses	\$211.23
						703498 Total	\$1,454.43
703499	9/13/2022	3172	MCC EQUIPMENT RENTALS, INC.	222-32-01	1230184	Install of 1" water service lateral (CIP 22-663)	\$85,870.50
						703499 Total	\$85,870.50
703500	9/13/2022	1938	MOST DEPENDABLE FOUNTAINS	INV69778	1230240	Drinking fountain for Hulda Crooks Walking Track	\$4,375.52
						703500 Total	\$4,375.52
703501	9/13/2022	4703	MUNICIPAL EMERGENCY SVCS, INC.	IN1753210	1230059	Uniform items & embroidery for new hires	\$641.06
						703501 Total	\$641.06
703502	9/13/2022	1935	NARCISCO VALDOVINOS	001018	1230181	Remove and spray water sage @ Mt View #6	\$897.00
				001020	1230231	Landscape Maint Contract - Barton Rd Median Aug 22	\$3,986.49
				001021	1230239	Landscape Maint -Mission, Heritage Pk Median Aug	\$926.22
				001022	1230229	Landscape Maint. LMD Area August 2022	\$13,488.10
				001023	1230232	Landscape Maint Contract - So Barton Pkwy Aug 22	\$618.36
				001025	1230230	Misc Landscape repairs in LMD area August	\$6,100.33
				001026	1230233	Misc Landscape/Irrigation Repair Barton Rd. Aug 22	\$642.81
						703502 Total	\$26,659.31
703503	9/13/2022	7207	NEXUS ENERGY SYSTEMS INC.	B22-443		Bldg prmt partial reim B22-000-443	\$224.25
						703503 Total	\$224.25
703504	9/13/2022	6059	NICHOLAS MARZULLO	11986	1220276	Fabricate Large Butterfly/Flower	\$11,570.00
						703504 Total	\$11,570.00
703505	9/13/2022	7176	ODP BUSINESS SOLUTIONS, LLC	257980662001	1230134	Storage boxes	\$48.79
				257981871001		Clasp envelopes	\$13.95
				259486503001		(6)1"3ringbinders;(1) 500sh yllwpaper;(1)20pkbndc	\$55.37
				256349203001		(1) 50box manila tab folders; (1) 12pk blue pens	\$71.88
				256946046001		Post it notes	\$8.72



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9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				256946045001		Counterfeit currency pen	\$4.79
				256946042001		Surge protector	\$32.31
				258944833001		Clear weight sheet protectors	\$11.74
				258944835001		Desk organizers	\$61.18
				258938560001		Ballpoint pens & 3 ring binders	\$45.86
						703505 Total	\$354.59
703506	9/13/2022	4401	ORKIN PEST CONTROL	231395360	1230171	Pest Control Srvs at 10466 Richardson St. Sep '22	\$53.00
				231395842	1230147	Pest Control contract Civic Ctr & Library Sep 2022	\$137.00
				231395296	1230174	Pest Control Services Senior Center for Sep 2022	\$60.00
						703506 Total	\$250.00
703507	9/13/2022	7163	OSCAR AGUIRRE	4822	1230243	10 yards of concrete for Heritage Park CIP #20-747	\$1,695.00
						703507 Total	\$1,695.00
703508	9/13/2022	4094	PAUL LEMAY	2729	1230182	replace 50 gallon water heater in City Hall	\$2,990.00
						703508 Total	\$2,990.00
703509	9/13/2022	7184	PAUL MCLAUGHLIN	000223	1230220	Retrofit Library lighting to LED	\$8,850.00
						703509 Total	\$8,850.00
703510	9/13/2022	1592	PHOENIX GROUP INFORMATION SYST	072022143	1230295	Delinquent parking ticket recovery prgm 07/2022	\$555.58
				072022903	1230294	Parking Permit Management 07/2022	\$984.55
				0720221143	1230293	Administrative citation collection 07/2022	\$106.00
				000330-	1230108	Online Animal Licensing Processing System	\$15,550.00
						703510 Total	\$17,196.13
703511	9/13/2022	4458	PRINTING & PROMOTION PLUS, INC.	84231	1230302	Print & Mail Dist Based Election Flyers citywide	\$2,828.31
				84106	1230112	Bus Cards - P Dupper, J Lenart, B Jindal	\$242.05
						703511 Total	\$3,070.36
703512	9/13/2022	766	PRUDENTIAL OVERALL SUPPLY	23367718	1230070	Shop towel Rentals 8/18/22	\$56.62
						703512 Total	\$56.62
703513	9/13/2022	6153	QUADIENT LEASING USA, INC.	N9449349	1230062	LEASE N22042802 FOLDER/INSERTER/E-CERTIFY	\$1,116.82
				N9527654	1230274	Lease N18021483 Postage Machine 6/6-9/5/22	\$520.21
						703513 Total	\$1,637.03



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703514	9/13/2022	5911	RDO EQUIPMENT CO	P8083035 P8370135 P8082935 P8370335	1230303	Peck spindle Peck spindle credit Toggle switch credit Peck spindle	\$224.13 -\$224.13 -\$58.10 \$241.50 703514 Total \$183.40
703515	9/13/2022	7202	ROY PARK	993767754		Utility account closed, prepay refunded	\$37.33 703515 Total \$37.33
703516	9/13/2022	857	S.B. CO OFC AUDITOR/CONTR	July 2022 AUG 2022		July 2022 Parking citations 3 August 2022 Parking Citations 69	\$33.00 \$759.00 703516 Total \$792.00
703517	9/13/2022	7063	SAFETY NETWORK TRAFFIC SIGNS, INC	TS-15047	1230207	Safety traffic signs	\$1,819.90 703517 Total \$1,819.90
703518	9/13/2022	5163	SAFETY-KLEEN	89787500	1230081	Grease waste drum haul-off	\$680.71 703518 Total \$680.71
703519	9/13/2022	5506	SAGEMONT HOTELS	CUP-P19-218-Reimb		CourtyardMarriott DevDepositRefund ProjectClosed	\$161.25 703519 Total \$161.25
703520	9/13/2022	7127	SCA OF CA, LLC	155587PS	1230306	Street Sweeping Srvs July 2022	\$6,094.08 703520 Total \$6,094.08
703521	9/13/2022	451	SITEONE LANDSCAPE SUPPLY, LLC	122417979-001 122475978-001 122564693-001 122564875-001 122674119-001 122660810-001 122703813-001 122896511-001 122884504-001 122881231-001 122935977-001	1230083	Lawn rakes Bailey park drain line Dripline & drip elbow Dripline (100 ft &500 ft) & rotor PVC Pipe Hunter AC Solenoid assembly, Elbow, & PVC Pipe Rain bird diaphragm & bonnet assembly Industrial valves, PVC, & purple primer Rainbird XF adapters & sod staple Coupling, sod staple, NDS tee, rain bird, & elbow Irrigation timer for Barton Rd Median	\$101.36 \$238.90 \$201.53 \$131.00 \$40.88 \$118.67 \$156.04 \$138.59 \$12.90 \$354.95 \$936.96



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				122926329-001		Irrigation timer for Brookmere & Butterfield	\$820.21
						703521 Total	\$3,251.99
703522	9/13/2022	1356	STAPLES BUSINESS ADVANTAGE	3514749852	1230111	Folders , Desk organizer, Duster	\$102.49
				3512875522		Office Supplies for City Clerk & City Council work	\$85.03
				3515224840		Swiffer, Heavy duty envelopes, & Mounting dots	\$42.72
				3515744023		6pack spiral notebooks	\$4.65
				3515744026		ClspEnvelopes; Avry5366labels;PprClp;highltrs;pens	\$101.44
				3515744025		Sit-stand desk	\$184.36
				3516409913		Correction tape, gel pens, post-its, & knife	\$51.48
						703522 Total	\$572.17
703523	9/13/2022	5561	STATEWIDE TRAFFIC SAFETY & SIGNS	13009475	1230085	Alkaline D cell battery & red light	\$33.03
				13009492		Traffic signs	\$486.51
				13009493		Purchase of street signs	\$1,289.63
				13009556		Metal band	\$130.27
						703523 Total	\$1,939.44
703524	9/13/2022	5270	SUPERIOR AUTOMOTIVE WAREHOUSE	114977	1230089	Auto parts	\$104.42
				114974		CV axle for 2016 Ram 1500	\$153.72
				115164		Oil filter & rear brake pads	\$83.62
				114982		Fire hose nozzle	\$16.30
				115332		Oil & air filters	\$27.06
				115771		Heater core	\$69.07
				115770		Shift indicator B	\$17.61
				115760		Shifter tube	\$60.18
				115831		Battery	\$133.81
				115673		Air filters	\$50.47
				115670		Synthetic oil, oil & air filters	\$77.06
				115498		Misc hardware	\$180.33
				115717		Wiper blades (for stock)	\$185.75
						703524 Total	\$1,159.40
703525	9/13/2022	5436	TAFOYA & ASSOCIATES	2910	1230279	Replaced gas hose @ corpyards 87 unleaded pump	\$796.00
						703525 Total	\$796.00



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703526	9/13/2022	6269	TESS ELECTRIC INC.	1123	1230290	Re-attach 2 vandalized grounding wires at RTP	\$1,625.33
				1126	1230090	Reattach grounding cables @ Richardson TP	\$1,023.49
				1116		Richardson well #3 labor & materials	\$657.71
				1130		Electrical work service call @ 1 MG Reservoir	\$310.00
				703526 Total			
703527	9/13/2022	7124	TETRA TECH INC.	51944539	1230213	Plans/specs Mt View Well #5 Rehab Prep CIP22-665	\$8,734.13
703527 Total						\$8,734.13	
703528	9/13/2022	237	THE COUNSELING TEAM, INC.	83412	1230141	Behavioral health and wellness srvs Aug 2022	\$600.00
703528 Total						\$600.00	
703529	9/13/2022	7199	THE LLOYD PEST CONTROL CO, INC.	7825177	1230266	Gopher control services for Civic Center 8/11/22	\$150.00
				7825178	1230264	Gopher services for Elmer Digneo pk 8/11/22	\$100.00
				7824076		Gopher services for baseball fields	\$150.00
				7833070		Gopher services for Bryn Mawr pk Aug 22	\$100.00
				7829397		Gopher services for Hulda Crooks pk Aug	\$150.00
				7839246		Gopher services for Elmer Digneo pk 8/25/22	\$100.00
				7838114		Gopher services for Bryn Mawr pk 8/24/22	\$100.00
				7838112		Gopher services for Hulda Crooks pk 8/24/22	\$150.00
				7838113		Gopher services for BB Fields 8/24/22	\$150.00
703529 Total						\$1,150.00	
703530	9/13/2022	2180	TKE ENGINEERING, INC.	2022-5038	1220887	ConsultingSrvclandActMatter&WtrBondRpt	\$3,530.00
703530 Total						\$3,530.00	
703531	9/13/2022	4936	TRAFFIC MANAGEMENT, INC.	894827	1230136	Sign installation materials	\$200.31
				896844		Custom signs	\$809.46
703531 Total						\$1,009.77	
703532	9/13/2022	5048	TRANS-WEST TRUCK CENTER, LLC	XB240149409:01	1230315	Cabin filters	\$31.85
703532 Total						\$31.85	
703533	9/13/2022	5516	TRI-STATE MATERIALS, INC.	102415	1230093	Woodchips for Digneo park	\$944.38
703533 Total						\$944.38	



**CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
703534	9/13/2022	2862	TRL SYSTEMS, INC.	541491	1230287	Card Reader Lenel SUSP Renewal 2021-2023	\$318.00
703534 Total							\$318.00
703535	9/13/2022	2151	TRUGREEN LANDSCAPE	163878984	1220532	Vegetation control around 3 well sites	\$2,231.40
703535 Total							\$2,231.40
703536	9/13/2022	304	TYLER TECHNOLOGIES, INC.	045-391613 045-391614 045-391615	1220349	08/23/2022 Utility Billing Implementation 08/24-08/25/22 Utility Billing Implementation 08/25/2022 Utility Billing Implementation	\$1,280.00 \$1,912.50 \$637.50
703536 Total							\$3,830.00
703537	9/13/2022	1854	UNDERGROUND SERVICE ALERT OF	22-2300528 820220146	1230094	Dig alert regulatory costs Aug 2022 Dig Alert tickets August 2022	\$35.90 \$111.50
703537 Total							\$147.40
703538	9/13/2022	6171	UPTOWN AUTO SPA	UTAS060538	1230096	Car Washes July 2022	\$40.00
703538 Total							\$40.00
703539	9/13/2022	1885	VISTA PAINT CORPORATION	2022-677314-00 2022-677293-00	1230097	Cans for paint Paint for park restrooms	\$24.36 \$512.87
703539 Total							\$537.23
703540	9/13/2022	1977	VULCAN MATERIALS	73386784 73386785	1230137	Asphalt Material Asphalt & emulsion sealer	\$349.11 \$263.79
703540 Total							\$612.90
703541	9/13/2022	7024	WHITE CAP	10016562857	1230259	Trowels, Sledge hammer handle, & Flat stakes	\$292.34
703541 Total							\$292.34
703542	9/13/2022	1919	WILLDAN	002-27268	1230100	Building dept. services July 2022	\$11,617.60
703542 Total							\$11,617.60
703543	9/13/2022	4353	WITTMAN ENTERPRISES, LLC	2207069	1230305	Medical billing srvc 07/2022	\$408.17
703543 Total							\$408.17
Grand Total							\$449,159.34



CITY OF LOMA LINDA
VOUCHER LIST
9/13/2022

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
102183639	8/24/2022	771	P.E.R.S.	1002183639/40/41/42		Retirement Contributions-07/17/2022-07/30/2022	\$62,556.15
102169438	8/9/2022	773	P.E.R.S.	1002169438		Health Insurance Premium-August 2022	\$66,998.23
102183625	8/31/2022	772	CalPERS	1002183625		Fees for GASB-68 Reports & Schedules	\$1,400.00
422883	8/24/2022	454	MissionSquare	2022082400422883		457 Contribution-07/31/2022-08/13/2022	\$23,218.11
Total =							\$154,172.49
Grand Total =							<u>\$603,331.83</u>

PAYROLL: 09/01/2022 \$339,673.10

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 703430 through 703543 and wire nos. 102183639, 102169438, 102183625 & 422883 for a total disbursement of \$603,331.83 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 September 13, 2022 and the City Treasurer is hereby to pay except as noted.

Phillip Dupper, Mayor



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: September 13, 2022
TO: City Council
SUBJECT: Minutes of June 14, 2022

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of June 14, 2022.



City of Loma Linda

City Council Minutes

Regular Meeting of June 14, 2022

A regular meeting of the City Council was called to order by Mayor Dupper at 5:30 p.m. Tuesday, June 14, 2022. The City Attorney immediately recessed into closed session to discuss items as listed and reconvened at 7:08 p.m.

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

Councilman Absent: Rhodes Rigsby

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

CC-2022-44 - Closed Session

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2)
Public Employee Performance Evaluation
Title: City Manager
[Government Code Section 54957(b)(1)]

City Attorney Robbins announced that City Council met at closed session on the two items indicated on the agenda and direction was given to staff on both items.

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

Items To Be Added Or Deleted

City Manager requested to remove Agenda Items No. 3, **Public Hearing** - Council Bill #R-2022-26 – Adopt a Resolution to approve the Annual Report and Assessments for Landscape Maintenance District No. 1 for fiscal year 2022-2023; and No. 4, **Public Hearing** – Council Bill #R-2022-27 - Adopt a Resolution to approve the Annual Report and Assessments for Street Light Benefit Assessment District for fiscal year 2022-2023 from the Agenda.

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

No one spoke upon invitation by the Mayor.

Scheduled and Related Items

CC-2022-45 – Public Hearing - Council Bill #O-2022-02 (Introduce on first reading, set second reading for June 28, 2022) Amend the Loma Linda Municipal Code Chapter 8.12, Refuse Collection, Recycling and Disposal, to include Mandatory Residential Organic Waste Recycling as required by Senate Bill 1383 [**Public Works**]

Lynn Merrill, City Consultant, presented the report into evidence, stating that the State determined that the collection of organic waste is an important element in relation to climate mitigation. In 2016, the State passed

Senate Bill (SB) 1383, Short Lived Climate Pollutant Act, that developed regulations to reduce organics in the landfills and mandated agencies to adopt an organic recycling ordinance by January 1, 2022. SB 1383 establishes a target to reduce statewide disposal of organics by 50% by 2020; 75% by 2025; and a target not less than 20% of currently disposed edible food is recovered for human consumption by 2025. He pointed out that City Council established and adopted residential and business organic recycling rate fees. The approval of the City's amended ordinance, Chapter 8.12, of the Municipal Code, would complete this requirement of the program. The ordinance will help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their edible food that would otherwise be disposed be recovered for human consumption.

He highlighted new sections to the amended ordinance:

- requirements for single-family generators; commercial businesses; commercial edible food generators; food recovery organizations and services; and haulers, facility operators and community composting operations;
- integrated new terms, such as Commercial Edible Food Generator, Excluded Waste, Food Recovery Service, and Prohibited Container Contaminants;
- established a two-tiered system for commercial edible food generators based on type of food service provider, food distributor, restaurants, hotels with on-site food facilities and venues to name a few;
- added sections that include Compliance with CALGreen Recycling, Model Water Efficient Landscape, and procurement requirements; and
- solid enforcement mechanisms.

He commended CR&R for their Anaerobic Digestion system in Perris. He noted that the City is in a good position where its waste will be handled appropriately under SB1383.

Milford Harrison commended CR&R for its investment in the advanced organic processing technology system known as Anaerobic Digestion. He noted that while other organic facilities are being built, they will only be accepting green waste as he understands; whereas, the Anaerobic Digestion facility in Perris will accept green waste, food waste, and food liquids.

Belen Cordero, Sustainability Coordinator for CR&R, explained that she visits businesses owners and educates them on recycling and organic waste recycling and the State requirements to comply. If they do not comply, she informs City staff. A notice is issued by Code Enforcement with her contact information on the notice. The businesses will, in turn, contact her to set up a recycling program account. She stated that for the most part, businesses comply and have not had to do enforcement through fines. She pointed out that this process has been effective. She would apply this same process for the residential sector.

Mr. Merrill commented that residents of Loma Linda embrace these environmental programs.

Mayor Dupper concurred that Loma Linda residents are responsible and conscientious about the environment, but said the challenge is the cost to residents to implement these programs.

Councilman Jindal inquired about the compost and mulch requirements under the Water Efficient Landscaping Ordinance and how compliance will be measure and enforced. Mr. Merrill stated that it would be at the discretion of the city.

Mayor pro tempore Dailey understand the intent of this Senate Bill, but the requirements is somewhat difficult to comprehend. He is concerned how to communicate this new mandate to constituents.

Ms. Cordero explained that the City mailed out public education postcards regarding SB1383; that CR&R replaced the 3 refuse carts for all residential properties; that the cart colors are consistent with the State requirements; that the carts are properly marked as to what goes in what cart with organics being one of the carts; and that she and city staff, Ms. Loeffert, will attend community events, set up booths at City Hall, Stater Bros,

HOA's and at other business locations providing public education. She said it will eventually become habit. She noted that she freezes her food waste in a bag until trash day. She removes it from the bag and mixes it with her green waste.

Mr. Harrison stated that there are significant advantages with the city's organic waste going to the Anaerobic Digestion facility: 1) producing clean renewable natural gas from their waste; and 2) the City will spend less money on State's procurement requirements; and 3) preventing methane at the landfills.

Motion by Jindal, seconded by Lenart, to approve the first reading of Council Bill #O-2022-02 to amend the Loma Linda Municipal Code Chapter 8.12, Refuse Collection, Recycling and Disposal, to include mandatory residential organic waste recycling as required by Senate Bill 1383, and set the second reading to June 28, 2022, the Acting City Clerk called roll and item was approved unanimously. Rigsby absent.

CC-2022-46 - Public Hearing – Adopt the following Resolutions pertaining to the Development Impact Fee Calculation Update and Nexus Report: a) Council Bill #R-2022-28–Adopt a Resolution to Approve the Master Facilities Plan and Development Impact Fee Calculation Update and Nexus Report that establishes updated impact fees for development within Loma Linda; b) Council Bill #R-2022-30 – Adopt an Urgency Resolution to establish the updated Development Impact Fees immediately upon its approval

City Manager Thaipr presented the item into evidence, stating every five years, the City must update the Development Impact fees. However, due to Covid, the last update was seven years ago. He introduced Scott Thorpe who has worked with the City many years on the Development Impact Fees.

Scott Thorpe reviewed and explained the impact fees, stating that this was only an update. He noted that there are no new fees or new land uses. He discussed projects that were identified and increased by the engineering news record building cost index, the engineering news record cost construction index, or the CPI for vehicles and equipment and that the land use database was updated. Discussion ensued.

The Mayor opened and closed the public hearing.

Motion by Lenart, seconded by Jindal, to adopt Council Bill R-2022-28, a resolution to establish the updated development impact fees applicable to new development within Loma Linda, based on the attached “Development Impact Fee Calculation Update and Nexus Report” pursuant to Municipal Code Chapter 3.30; and

RESOLUTION NO. 3147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ADOPTING THE DEVELOPMENT IMPACT FEE CALCULATION UPDATE AND NEXUS REPORT AND ESTABLISHING THE UPDATED DEVELOPMENT IMPACT FEES FOR DEVELOPMENT WITHIN LOMA LINDA

to adopt Council Bill #R-2022-30, an urgency resolution to establish the updated development impact fees immediately upon its approval. It shall become effective immediately and for 30 days unless extended by the City Council for an additional 30 days; the Acting City Clerk called roll and item was approved unanimously. Rigsby absent.

RESOLUTION NO. 3148

AN URGENCY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ADOPTING THE DEVELOPMENT IMPACT FEE CALCULATION UPDATE

AND NEXUS REPORT AND ESTABLISHING THE UPDATED DEVELOPMENT IMPACT FEES FOR DEVELOPMENT WITHIN LOMA LINDA

CC-2022-47 - Consent Calendar

Mayor pro tempore Dailey pulled agenda item 14 for questions; and Councilman Jindal pulled item agenda item 9b for questions.

In regard to the animal shelter contract with City of San Bernardino, Councilman Jindal asked if it would be a significant cost to do the work internally. Chief Harker explained that the contract agreement with City of San Bernardino is just to provide a shelter facility for animals picked up by Loma Linda. To build a shelter facility in Loma Linda would be a significant cost to construct and to staff. Contracting with the City of San Bernardino for shelter services is more affordable. He went on to explain that the contract rate with City of had gone up significantly that the City went back to City of San Bernardino for its animal shelter services. He pointed out that the facility in San Bernardino is privately owned and does not euthanize animals.

In regards to item 14, Mayor pro tempore Dailey inquired that the appropriation was to supplement what was already in the budgeted. City Manager Thaipejr confirmed that was correct.

Motion by Dailey, seconded by Jindal to approve the Consent Calendar as submitted; the Acting City Clerk called the roll and the Consent Calendar was approved unanimously. Rigsby absent

The demands register dated:

- June 14, 2022, with commercial demands totaling \$2,347,772.84 and payroll demands dated May 26, 2022 in the amount of \$349,285.58 and June 9, 2022, of \$375,835.07;

The minutes of May 10, 2022, as presented;

The May 2022 Treasurer's Report for filing;

The May 2022 Fire Department Report for filing;

Awarded the contract to Techstrada, LLC, in the amount of \$54,000.00, for a one-year agreement contract for Managed Security Service Provider/Managed Detection and Response Practitioner for FY 2022-23;

Awarded the agreement contract to City of San Bernardino Animal Services Department per the scope of services for animal shelter service for FY 2022-23;

Awarded the agreement contract to Atlas Planning Solutions in the amount of \$41,530.00 to update the City's Emergency Operations Plan for FY 2022-23;

Awarded the agreement contract to Phoenix Group Information Systems \$15,500.00 for the one time set up fee for database development and monthly database fee of \$695.00 to provide the City an online animal licensing database and web portal for FY 2022-23;

Awarded the service contract to St. Francis Electric in the amount of \$17,400.00 for traffic signal maintenance as well as repairs and maintenance services per the scope of services from July 1, 2022 to June 30, 2023;

Awarded the service contract to Lloyd Pest Control in the amount of \$18,000, annually, for gopher prevention services at city parks and City Hall from July 1, 2022 to June 30, 2025;

Awarded the service contract to Loma Linda Heat and Air in the amount of \$15,362.16, annually, for heating, ventilation and air conditioning services for city buildings from June 1, 2022 to June 30, 2024;

Approved an amendment to the Site Lease Agreement CA45938 with SBA 2012 TC Assets, LLC for the cell tower site at 26000 Barton Road (City Corporation Yard) per the terms of the agreement;

Approved an appropriation of \$139,900.00 from SB1 Fund Balance into expenditure project account number 1077300-58500 for unforeseen costs on the Pavement Rehabilitation and Waterline project (CIP 21-102) and authorize expedited issuance of payment of \$139,849.89 to the contractor;

Approved the Waste Delivery Agreement Fee Adjustment with the County of San Bernardino;

Adopted Council Bill #R-2022-31 to modify wages, hours, and other terms and conditions of employment for the members of Fire Management and the Unrepresented Employees:

RESOLUTION NO. 3149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA AMENDING THE CITYWIDE SALARY SCHEDULE IN ACCORDANCE WITH THE REQUIREMENTS OF CALIFORNIA CODE OF REGULATIONS OF CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5;

Approved supplemental appropriations of \$298,800.00 from General Fund – Fund Balance into Personnel-Salaries accounts in Community Development (\$223,400.00) and Parks (\$75,400.00) departments; and \$79,500.00 from the Water Fund Balance to Water Production Personnel-Salaries account for Fiscal Year 2022-2023 to fill the positions of Community Development Director, Field Maintenance Technician and Utilities Maintenance Technician.

Old Business

CC-2022-48 - Community Benefitting Improvements (CBI), Specific Plan Reimbursements and Reimbursement of certain legal expenses associated with the Groves at Loma Linda Specific Plan

City Manager Thaipejr presented the item into evidence explaining after the Redevelopment Agency dissolved in 2012, the Groves at Loma Linda Specific Plan (entitled the property) was approved in 2018; in September 2020, City Council approved the purchase and sales Agreement for 70.83 acres between the City and Highpointe Groves, LLC in September 2020; and approved the exclusive negotiation agreement between the City and Highpointe Groves, LLC in December 2020. Part of the agreement was the Community Benefitting Improvements (CBI) that included:

- 10,000 sf community center, estimated cost of \$3.95 million to develop;
- 2,500 SF two-bay fully equipped fire station with one fire engine (pumper), estimated cost of \$2.975 million to develop;
- A public park with a dry creek feature having an estimated cost of \$6.09 million to develop;
- Oak woodland preserve park to be developed with an estimated cost of \$733,000;
- Highpointe is also responsible for the Specific Plan reimbursement of \$400,000. The settlement agreement of \$85,612 will be credited towards this required payment; and
- Add the historical Frink Adobe house project as another CBI. The project would involve: Reroof and structural reinforcement - \$87,920; additional lot contribution - \$261,308; and arborist/tree replacement - \$20,135

In conclusion, he noted the City is recommending City Council authorize implementation of:

- (a) the \$13.8 million Community Benefitting Improvements program applicable to the Groves at Loma Linda

- Specific Plan, inclusive of: i) adding the historic Frink House project to the list of Community Benefitting Improvements; ii) otherwise managing the scope and budgets of and between each component part of the Community Benefitting Improvements to maximize benefits to the City; and
- (b) seek reimbursement of \$400,000 representing a portion of costs incurred in connection with the preparation and adoption of the Groves at Loma Linda Specific Plan.

Discussion ensued pertaining to the addition of the Frink Adobe House to the Community Benefitting Improvements.

City Manager Thaipejr explained that there is an interest from Two Canyon Conservancy, a non-profit corporation, to take over the Frink Adobe house and make the improvements if Highpointe turns the property over to them. He believed Two Canyon Conservancy would do a good job at maintaining the property. He noted there had been discussion for that property to be a public education facility for the public and school children.

Mayor Dupper understands the historical significance of the Frink Adobe House; however, he believed the City should hold Highpointe to the original agreement. He understood the developer had been asking to renegotiate the contract. He expressed concern that this could potentially have an effect on the master plan of the project and give opportunity for the developer to negotiate more. He believed they have a fiduciary responsibility to ensure the area is developed in the best way possible and to also consider the economic development benefit that will attract businesses. He doesn't believe this would be the best fit for the surrounding development. He is also concerned that if the Two Canyon Conservancy cannot afford to make all the recommended repairs, it will be an eye sore.

City Manager Thaipejr noted that the City does not own the property nor the Frink Adobe House, but the City has financial assisted in maintaining and repairing the property for several years.

Councilman Jindal asked why the Frink Adobe House was placed before the Woodland Preserve Park in the CBI priority list. He stated that he is a proponent of preserving history; however expressed concern the Woodland Preserve Park will not get fully developed due to lack of funds or that this is a plan to build something less expensive. He wanted to know what the economic benefits will be of the Frink Adobe House and the Woodland Preserve Park.

Senior Planner Matarrita stated that adding the Frink Adobe House to the CBI was a recommendation from the Historic Commission after discussions with the City and the applicant. They have no data to identify the economic benefits of the two projects.

Mayor pro tempore Dailey concurred with comments and concerns discussed. He was surprised pertinent people of the project and Historic Commission were not present

Dick Wiley stated that he is on the Historic Commission and wasn't aware of this item until he read his packet earlier. He noted that the Frinks were involved with gold transportation from Arizona to Sacramento, California; that this was part of that route; that the canyon where the school house is, that is Frink property; and that they would like the house to be an educational place. He noted there had been much discussion with the Historic Commission and City of concepts and plans for a historic district area, but none of it had been done. He hoped Council would see the historic value of town and what it may be losing.

City Attorney Robbins noted that Attorney Mark Huebsch spent significant time assisting the City in extensive negotiations with Highpointe and discussions over the CBI. She recommended continuing the item. She, Mark Huebsch and city staff can work together to address comments expressed.

It was the consensus of the City Council to continue the item to June 28, 2022.

New Business - None

Reports of Councilmen

Mayor pro tempore Dailey pointed out concerns he has received from the community pertaining to the current drought situation and water issues. He asked if they can get a report from the San Bernardino Groundwater Council.

Milford Harrison, San Bernardino Municipal Valley Water District Board member, stated that the region has over 7 million acre feet of water in storage, making this region the water riches area in the state; however, there is always the need to conserve. He said he would invite Robert Tencher to make a presentation to the Council.

City Manager Thaipejr stated that he would coordinate scheduling presentation in the next month.

Reports Of Officers

The meeting adjourned at 8:58pm to the meeting of June 28, 2022.

Approved at the meeting of September 13, 2022.

City Clerk



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: September 13, 2022

TO: City Council

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

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: July 2022 Treasurer's Report

RECOMMENDATION

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

**CITY OF LOMA LINDA
COMPOSITION OF CASH
July 2022**

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	4,054,330.80
Outstanding Checks as of month-end		<u>(1,921,332.62)</u>
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	2,132,998.18
BANK OF AMERICA - PAYROLL	\$	6,337.34
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		203,614.34
Outstanding Checks as of month-end		<u>(3,640.09)</u>
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	199,974.25
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		206,474.25
Outstanding Checks as of month-end		<u>(105.00)</u>
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	206,369.25

DEMAND DEPOSIT ACCOUNTS - TOTAL	\$	<u>2,545,679.02</u>
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INVESTMENTS

YIELD

LOCAL AGENCY INVESTMENT FUND (LAIF)			
CITY	1.090%	\$ 46,899,888.38	
CITY - Former RDA Bond Proceeds	1.090%	1,191,504.79	
CITY -Total			48,091,393.17
SUCCESSOR RDA	1.090%		188,118.46
HOUSING AUTHORITY	1.090%		1,059,692.59

INVESTMENTS TOTALS	\$	<u>49,339,204.22</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		51,886,733.24
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PREVIOUS MONTH		<u>54,240,090.31</u>
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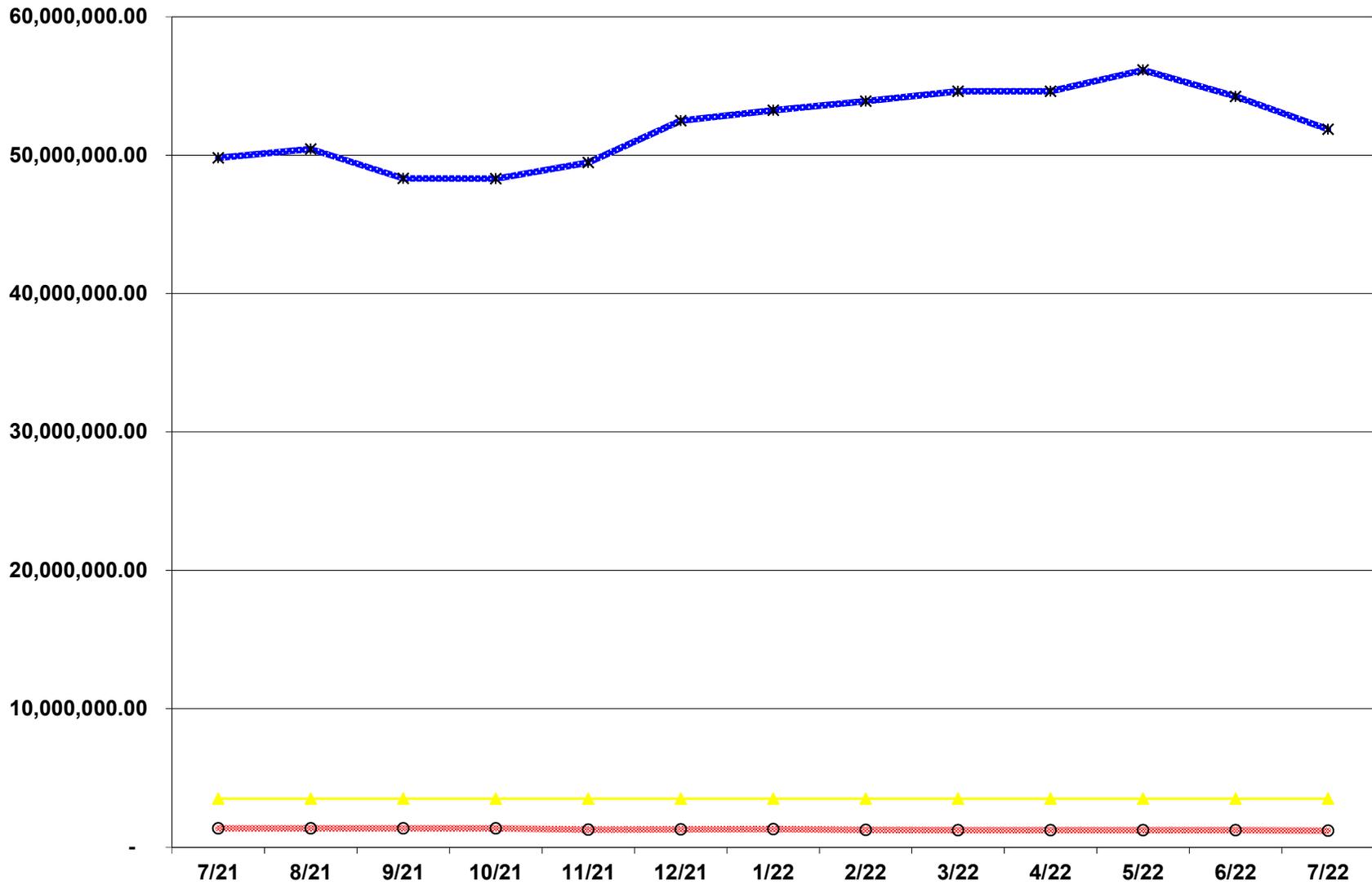
CHANGE +/-(-)		<u>\$ (2,353,357.07)</u>
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All investments are in accordance with the City Investment Policy, and as such, sufficient funds are available to meet the cash flow requirements of Loma Linda, including the next thirty days' obligations. City and Agency funds are pooled.



Treasurer

CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 7/21-7/22



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



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: September 13, 2022

TO: City Council

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

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: August 2022 Treasurer's Report

RECOMMENDATION

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

**CITY OF LOMA LINDA
COMPOSITION OF CASH
August 2022**

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	3,983,783.91
Outstanding Checks as of month-end		(680,945.24)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$	3,302,838.67
 BANK OF AMERICA - PAYROLL	 \$	 6,337.34
 HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		232,532.66
Outstanding Checks as of month-end		(1,605.37)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	230,927.29
 SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		206,316.75
Outstanding Checks as of month-end		(10,730.00)
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$	195,586.75

DEMAND DEPOSIT ACCOUNTS - TOTAL	\$	3,735,690.05
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INVESTMENTS

YIELD

LOCAL AGENCY INVESTMENT FUND (LAIF)		
CITY	1.090% *	\$ 46,897,623.25
CITY - Former RDA Bond Proceeds	1.090% *	1,193,769.92
CITY -Total		48,091,393.17
SUCCESSOR RDA	1.090% *	188,118.46
HOUSING AUTHORITY	1.090% *	1,059,692.59

INVESTMENTS TOTALS	\$	49,339,204.22
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OTHER CASH

IMPREST ACCOUNT	\$	500.00
CASH ON HAND		1,350.00

OTHER CASH TOTAL	\$	1,850.00
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CASH AND INVESTMENTS - GRAND TOTAL		53,076,744.27
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PREVIOUS MONTH		2,545,679.02
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CHANGE +/-(-)		\$ 50,531,065.25
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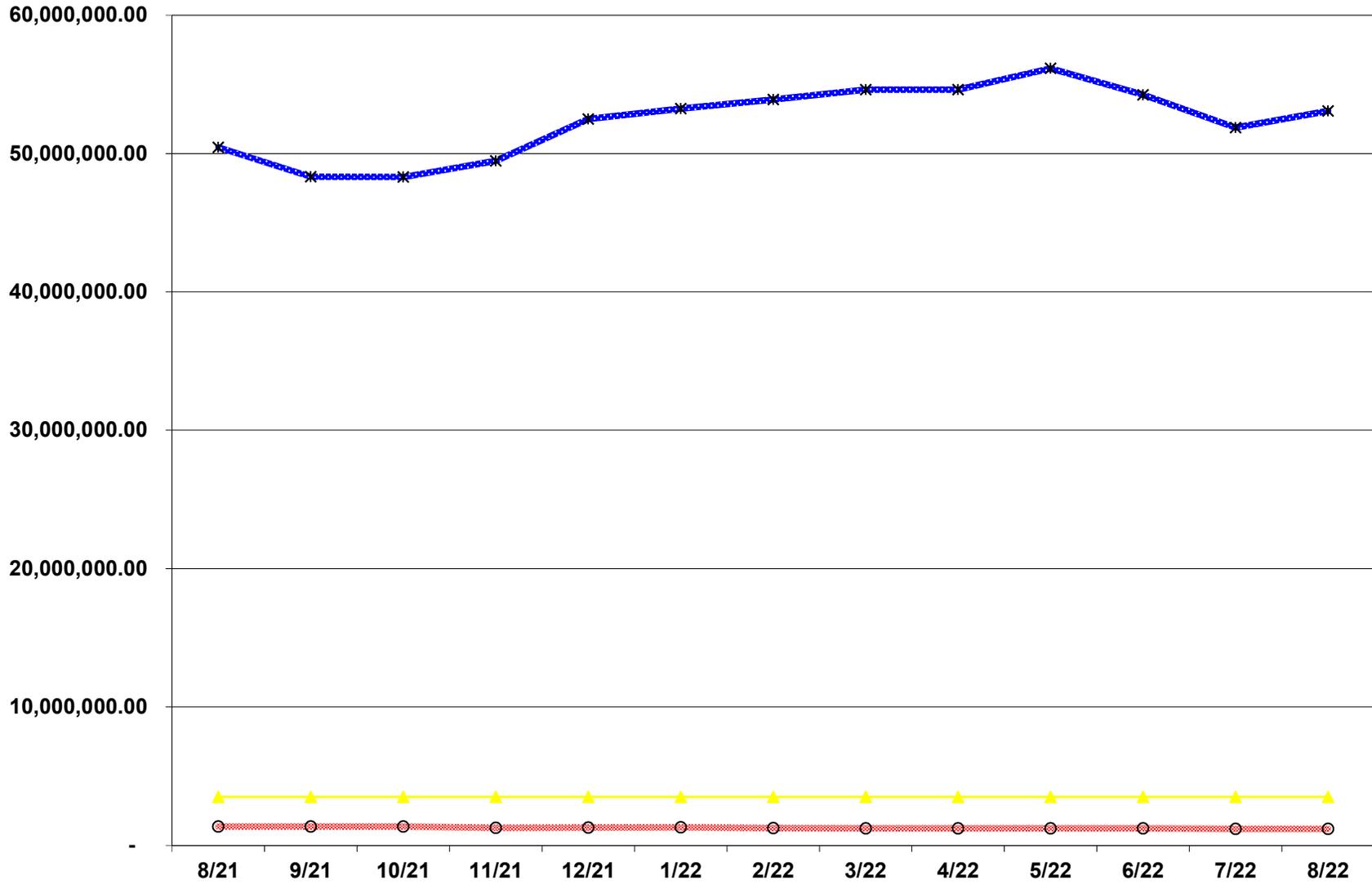
All investments are in accordance with the City Investment Policy, and as such, sufficient funds are available to meet the cash flow requirements of Loma Linda, including the next thirty days' obligations. City and Agency funds are pooled.



Treasurer

*Laif Yield rate listed is for the month of July 2022. The August 2022 yield rate was unavailable as of the report date.

CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 8/21-8/22



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



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: September 13, 2022

Approved/Continued/Denied By City Council Date _____
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TO: City Council
 VIA: T. Jarb Thaipejr, City Manager

FROM: Dan Harker, Fire Chief *NA. On behalf of Chief Harker*

SUBJECT: August 2022 Fire Department Activity Report

Operations Division:

The Fire Department's Operations Division responded to 467 incidents in July August 2022. Of the 467 incidents, 37 calls were given in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	300	64.2%	2104	56.6%
Traffic Collision (TC)	9	1.9%	80	2.2%
MA + TC	309	66.2%	2184	58.8%
Hazardous Conditions	1	0.2%	17	0.5%
Hazardous Material	2	0.4%	5	0.1%
Public Assistance	23	4.9%	195	5.2%
Rescue	4	0.9%	14	0.4%
Structure Fire	9	1.9%	44	1.2%
Cooking	0	0.0%	2	0.1%
Vegetation Fire	4	0.9%	24	0.6%
Vehicle Fire	0	0.0%	4	0.1%
Refuse Fire	5	1.1%	37	1.0%
All Fires	18	3.9%	120	3.2%
Good Intent/Dispatched & Cancelled Enroute	50	10.7%	612	16.5%
Fire Alarm Activation*	23	4.9%	142	3.8%

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

SUBJECT: August 2022 Fire Department Activity Report Continued

Fire Prevention Division:

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

Administrative	24
Plan Check / Plan Review (Hours)	34
Building Final	1
Construction site inspection/Underground	4
Fire Alarm Test & Inspection, (No. of trips)	4
Knox Box placement, key placement	4
Land Use Permit Inspections	2
Fire code research	4
Fire Sprinkler Rough - Residential	6
Fire Sprinkler Final - Residential	14
Solar PV Inspection	30
Meetings	6
Annual Fire Inspections – Re-inspections	27
Engine Company follow-up: Field and Admin (Hours)	5
Fire / Arson / Illegal Burn Investigations	2
Title 19 Inspections: MC, LLU, RCF's, tents and re-inspect	12
Weed Abatement administrative time (Hours)	2
Weed abatement (parcels inspected)	2



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: September 13, 2022
TO: City Council
FROM: Kyle MacGavin, Information Systems Analyst III (Through Channels)
VIA: T. Jarb Thaipejr, City Manager
SUBJECT: Amendment to Site Lease agreement with STC One LLC c/o Crown Castle USA Inc. for the cell tower site at 10466 Richardson Street.

RECOMMENDATION

It is recommended that the City Council approve an amendment to the site lease agreement for the cellular telephone tower located at 10466 Richardson Street.

BACKGROUND

In 2006, the City entered into a ground lease agreement for a cellular telephone tower located at 10466 Richardson Street. The lease term expires on July 31, 2023, with a regular annual payment of \$12,000 multiplied by a fraction of the current Consumer Price Index (CPI). The rate at which STC One LLC c/o Crown Castle USA Inc. was billed in July is \$6,063.48. The renewal will assure continued operations of the tower and continued revenue associated with it.

ANALYSIS

The July rent amount was approximately \$6,063.48. Due to the nature of CPI, an exact lease forecast cannot be predicted as it grows with the given market basket. In 2020, the lease was \$69,532.40 and increased to \$79,906.89 in 2021, a 14.92% increase. This renewal will sustain annual increases and assure the continued revenue stream through the final renewal term of July 31, 2048. This amendment has been reviewed by the City Attorney.

ENVIRONMENTAL

No environmental impact.

FINANCIAL IMPACT

The July lease amount was approximately \$6,063.48. Annual lease increases from 2020 to 2021 was \$69,532.40 to \$79,906.89, a 14.92% increase. Similar annual lease increases are expected in accordance with previous years due to the initial annual rent of \$12,000 being multiplied by a fraction of the annual CPI. There will be a \$10,000.00 deposit made upon signing. All revenues will be posted to the City's General Fund.

Attachments:

- Amendment
- Original Agreement

**THIRD AMENDMENT TO
COMMUNICATIONS SITE GROUND LEASE AGREEMENT**

THIS THIRD AMENDMENT TO COMMUNICATIONS SITE GROUND LEASE AGREEMENT (the "Third Amendment") is entered into this __ day of _____, 20 __, by and between the CITY OF LOMA LINDA, with a mailing address of 25541 Baron Road, Loma Linda, California 92354 ("Lessor") and STC ONE LLC, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC, by and through its attorney in fact, GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Cox Communications PCS, L.P., a Delaware limited partnership ("Original Lessee") entered into a Communications Site Ground Lease Agreement dated July 30, 1998 (the "Original Lease") whereby Original Lessee leased certain real property, together with access and utility rights, located in San Bernardino County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor commonly known as 3400 Richardson Street, Loma Linda, California, APN 0281-162-49-0000 ("Lessor's Property"); and

WHEREAS, the Original Lease was amended by that certain Amendment to Communications Site Ground Lease Agreement dated December 16, 2002, and that certain Second Amendment to Communications Site Ground Lease dated May 9, 2006 (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease"); and

WHEREAS, STC One LLC, which is registered in California as Tower Company One LLC, is currently the lessee under the Lease as successor in interest to the Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on August 1, 1998, and expired on July 31, 2003. The Lease provides for four (4) extensions of five (5) years each (each a "Renewal Term"), all of which were exercised by Lessee. According to the Lease, the final Renewal Term expires on July 31, 2023; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Term. The first sentence of Section 3(b) of the Lease, and only that sentence, is hereby deleted and the following is inserted in its place:

Lessee shall have the right to extend the Term for nine (9) additional periods of five (5) years each (each a "Renewal Term").

Lessor and Lessee hereby acknowledge that Lessee has exercised the first four (4) Renewal Terms, leaving a balance of five (5) Renewal Terms, with the final Renewal Term expiring on July 31, 2048.

3. Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of Ten Thousand and 00/100 Dollars (\$10,000.00) for the full execution of this Third Amendment ("Conditional Signing Bonus"). Lessee will pay to Lessor the Conditional Signing Bonus within sixty (60) days of the full execution of this Third Amendment. In the event that this Third Amendment (and any applicable memorandum of amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

4. Notices. Lessee's notice address as stated in the Lease is amended as follows:

LESSEE'S PRIMARY CONTACT

STC One LLC
c/o Crown Castle USA Inc.

Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

5. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Third Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Third Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Third Amendment and to perform all of its obligations under the lease as amended.

6. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Third Amendment and at such other times as may be reasonably requested by Lessee. In the event Lessor's Property is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

7. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Third Amendment and the Lease, the terms of this Third Amendment shall control. This Third Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Execution Pages Follow]

This Third Amendment is executed by Lessor as of the date first written above.

LESSOR:
CITY OF LOMA LINDA

By: _____
Print Name: _____
Title: _____

[Lessee Execution Page Follows]

This Third Amendment is executed by Lessee as of the date first written above.

LESSEE:
STC ONE LLC,
a Delaware limited liability company,
registered in California as TOWER
COMPANY ONE LLC

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Print Name: _____
Title: _____

COMMUNICATIONS SITE GROUND LEASE AGREEMENT

This **COMMUNICATIONS SITE GROUND LEASE AGREEMENT** ("Lease") is entered into between **COX PCS ASSETS L.L.C.**, a Delaware limited liability company ("Lessee"), wholly owned by Cox Communications PCS, L.P., a Delaware limited partnership ("Cox L.P.") and **CITY OF LOMA LINDA**, a municipal body corporate and politic ("Lessor").

The parties hereto agree as follows:

1. Premises. Lessor owns the real property described in Attachment 1 commonly known as 3400 Richardson Street, Loma Linda, California APN: 0281-162-31 ("Lessor's Property"). Subject to the following terms and conditions, Lessor leases to Lessee and Lessee leases from Lessor that portion of Lessor's Property depicted in Attachment 2, and any applicable easements for access and utilities (the "Premises"). The precise location of the Premises shall be as delineated on the plans Lessor approves under Section 5(b) below. Such approved plans shall control to describe the Premises in the event of any discrepancy between the delineation of the Premises on the plans and on Attachment 2.

2. Use.

(a) Lessee shall have the right to use the Premises for providing communication services, including but not limited to the transmission and reception of radio communication signals on various frequencies. Such use includes Lessee's right to install, construct, operate, maintain, repair, replace and secure Lessee's Facility. "Lessee's Facility" means Lessee's communications equipment installed on the Premises, including antennas, antenna support structures, poles, dishes or masts, radio frequency transmitting and receiving equipment, primary, back-up and temporary power units, interconnection equipment, equipment cabinets, cabling, wiring, lines, conduits, pipes and accessories, as the same may be modified, added to, substituted and/or reconfigured from time to time.

(b) Lessee shall at all times comply with all applicable laws, codes, rules and regulations relating to Lessee's use of the Premises and conduct of Lessee's business at the Premises.

(c) Lessee shall conform to site plan and at all times shall comply with the project description and conditions of approval, which are part of the Conditional Use Permit (CUP) approval granted by the Planning Commission.

3. Term.

(a) The term of this Lease ("Term") shall be five years commencing on the first to occur of (i) the date Lessee commences construction of Lessee's Facility (other than minor site preparation) or (ii) 12 months after the date of this Lease set forth above the signatures to this Lease ("Commencement Date"). Lessee shall give written notice to Lessor upon commencement of construction.

(b) Lessee shall have the right to extend the Term for four additional periods of five years each (a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be extended for each Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least 90 days prior to expiration of the Term or the then-existing Renewal Term, as the case may be.

(c) If Lessee remains in possession of the Premises at the expiration of this Lease, except as otherwise provided herein, this Lease shall continue in force upon the same terms and conditions for a further period of one year, and for like annual periods thereafter, until and unless terminated by either party by giving the other party, at least 90 days before the end of such additional period, written notice that no further extensions shall occur under this provision.

(d) Notwithstanding any contrary provisions of this Section 3, in no event shall the Term, Renewal Terms and automatic annual extensions of this Lease exceed a total of 33 years.

4. Rent.

(a) The annual rent for the Premises ("Annual Rent") initially shall be \$12,000.00. Annual Rent shall be payable in equal monthly installments, in advance, on the first day of each month beginning on the



Commencement Date. If the Commencement Date occurs on a date other than the first day of a month, and/or if the Term or final Renewal Term ends on a date other than the last day of a month, the monthly installment of Annual Rent shall be prorated for each such partial month. Annual Rent shall be payable to Lessor at its address specified at the end of this Lease, or as Lessor may otherwise direct from time to time in writing at least 30 days prior to any rent payment date.

(b) The Annual Rent shall be adjusted on the first day of the month in which each anniversary of the Commencement Date occurs throughout the Term and each Renewal Term by multiplying the initial Annual Rent by a fraction the numerator of which is the Index (defined below) published most recently before the month in which the adjustment occurs and the denominator of which is the Index published most recently before the month in which the Commencement Date occurs. "Index" means the United States Department of Labor, Bureau of Labor Statistics ("Bureau") Consumer Price Index (base year 1982-84 = 100) for Urban Wage Earners and Clerical Workers for the metropolitan area in which Lessor's Property is located (all items). If the Index is changed so that the base year differs from that set forth above, the Index shall be converted in accordance with the conversion factor published by the Bureau. If the Index is discontinued or changed so that it is not practical to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable governmental index.

5. Improvement; Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date to enter Lessor's Property for the purpose of making inspections and engineering surveys (and soil tests where applicable) and other tests to determine the suitability of the Premises for Lessee's Facility and to prepare for the construction of Lessee's Facility.

(b) The final plans and precise location of the Premises and Lessee's Facility shall be subject to the prior written approval of Lessor, which may be given by initialing and returning to Lessee a copy of the final plans.

(c) Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's Facility and to install utility lines and transmission lines connecting antennas, transmitters, receivers and other equipment. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense by licensed and bondable contractors in a good and workmanlike manner.

(d) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors over and through Lessor's Property to the Premises 24 hours a day, seven days a week, at no charge to Lessee. Lessor hereby grants to Lessee such rights of ingress and egress over Lessor's Property as may be necessary and consistent with the authorized use of the Premises. Subject to Lessor's reasonable rules, Lessor shall permit Lessee's employees, agents, contractors, subcontractors and invitees to park vehicles on Lessor's Property as necessary and consistent with the authorized use of the Premises. Lessor shall, at its expense, maintain all access roadways or driveways from the nearest public roadway to the Premises in a manner sufficient to allow access.

(e) Lessee shall have the right to install utilities (including emergency or back-up battery or transportable generator power), at Lessee's expense, and to improve the present utilities on or near the Premises. Subject to Lessor's approval of the location, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facility. Upon Lessee's request, Lessor shall execute and record easement(s) evidencing this right.

(f) Lessee's rights of access and to install utilities under this Section 5 include, but are not limited to, the right to install, maintain and service telephone lines connecting the base station of Lessee's Facility and the minimum point of entry (MPOE) or other point of presence of the telephone service provider at Lessor's Property.

6. Interference with Communications.

(a) Lessee's Facility shall not disturb or interfere with the communications equipment and uses which exist on Lessor's Property on the date this Lease is fully executed ("Pre-existing Communications Facilities"); and Lessee's Facility shall comply with all non-interference rules of the Federal Communications Commission.

(b) Lessor shall not use or permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee's Facility. Lessor shall take prompt action to terminate any interference with Lessee's communications operations that Lessor has the right to terminate, and shall cooperate with Lessee to obtain the termination of any interference with Lessee's communications operations that is beyond the control of Lessor. The parties acknowledge that

continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring an action against the interfering party to enjoin such interference. Pre-existing Communications Facilities configured and operating in the same manner and at the same frequency as on the date this Lease is fully executed shall not be subject to this subsection (b).

(c) If Lessor receives any request to locate any communications transmitting equipment on Lessor's Property from any third party (a "Carrier"), Lessor shall include in the lease, license or other agreement with the Carrier a provision prohibiting the Carrier from interfering with the communications operations of Lessee's Facility and requiring the Carrier to comply with all the provisions set forth in the "Technical Requirements for Third Party Collocation" attached to this Lease as Attachment 3 in designing, locating and operating its transmitting equipment and in reconfiguring or changing the frequency or operation of such equipment.

7. Taxes, Utilities and Maintenance.

(a) If for any reason Lessee's Facility is assessed for tax purposes as part of Lessor's Property, Lessee shall reimburse Lessor any increase in Lessor's real property taxes attributable to the value or cost of Lessee's Facility. Reimbursement shall be due 30 days following Lessee's receipt of a written request and reasonable evidence of the increase.

(b) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facility. If practicable, Lessee shall install at Lessee's expense a separate electric meter and pay for electricity directly. If a separate meter is not practicable, Lessee shall install at Lessee's expense a submeter measuring Lessee's electrical consumption from Lessor's electrical lines and switchgear; and Lessee shall reimburse to Lessor, within 30 days after receipt of invoice and a copy of the applicable utility company's bill to Lessor, the cost of Lessee's actual electrical consumption based on submeter readings and the then-current utility rate.

(c) Lessee shall maintain the Premises throughout the Term and all Renewal Terms in good condition, ordinary wear and tear excepted. Lessee shall not be required to make any repairs to Lessor's Property, except as stated in Section 10 below and except for damage to Lessor's Property caused by Lessee, its employees, agents, contractors, subcontractors, subtenants or invitees.

8. Termination.

(a) This Lease may be terminated by Lessee on 30 days prior written notice to Lessor (or any shorter notice expressly set forth below), if:

(i) Lessee delivers to Lessor such 30-day written notice at any time prior to the Commencement Date, for any reason or no reason;

(ii) Lessee determines at any time after the Commencement Date that any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Lessee or Cox L.P. to install and operate Lessee's Facility cannot be obtained or renewed at acceptable expense or in an acceptable time period;

(iii) Lessee determines at any time after the Commencement Date that the Premises are not appropriate or suitable for its or Cox L.P.'s operations for economic, environmental or technological reasons, including without limitation, any ruling or directive of the FCC or other governmental or regulatory agency, or problems with signal strength or interference not encompassed by subsection (iv) below; provided that the right to terminate under this subsection (iii) is exercisable only if Lessee pays Lessor as a termination fee the lesser of three monthly installments of Annual Rent or the balance of the Annual Rent due for the remaining term of this Lease;

(iv) Any Pre-existing Communications Facilities, or any communications facilities or other structures of any kind now or hereafter located on or in the vicinity of Lessor's Property, interfere with Lessee's Facility and Lessee is unable to correct such interference through reasonably feasible means;

(v) Lessor commits a default under this Lease (other than under Section 5 or Section 6) and fails to cure such default within the 30-day notice period, provided that if the period to diligently cure takes longer than 30 days and Lessor commences to cure the default within the 30-day notice period, then Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or Lessor commits a default under Section 5 or Section 6 and fails to cure such default within five (rather than 30) days after receiving written notice of such default; or

(vi) Lessee's Facility is totally or partially destroyed by fire or other casualty at any time during the Term or any Renewal Term so as in Lessee's judgment to hinder Lessee's or Cox L.P.'s normal operations.

(b) This Lease may be terminated by Lessor if Lessee commits a default under this Lease and fails to cure such default within (i) ten business days after Lessee receives written notice of the default, where the default is a failure to pay rent when due, or (ii) 30 days after Lessee receives written notice of any other default and fails to cure such default, provided that if the period to cure takes longer than 30 days and Lessee commences to cure the default within the 30-day notice period, then Lessee shall have such additional time as shall be reasonably necessary to diligently effect a complete cure.

(c) Upon termination, neither party shall have any further rights, obligations or liabilities to the other except: (i) with respect to provisions of this Lease which by their sense and context survive termination; (ii) where termination is by reason of breach or default of the other party; and (iii) with respect to the rights and remedies of the parties relating to the period prior to termination.

9. Destruction or Condemnation.

(a) If the Premises or Lessor's Property is damaged or destroyed so as, in Lessee's judgment, to hinder Lessee's or Cox L.P.'s normal operations, Annual Rent shall abate in full from the date such damage or destruction occurs until Lessee or Cox L.P. is able to commence normal operations. In the event of such damage or destruction, Lessor shall attempt to identify a temporary substitute location owned by Lessor and suitable for Lessee to install a temporary facility until Lessee is able to repair, restore, or replace Lessee's Facility on Lessor's property and re-commence normal operations. Lessee shall have the right, but not any obligation, to install and operate temporary facilities at such substitute location. If Lessee exercises such right, then Lessee shall pay Annual Rent without abatement from and after the date Lessee commences, and so long thereafter that it continues, operation of its temporary facility at such substitute location.

(b) Lessor and Lessee waive any statutory rights to terminate this Lease on account of damage or destruction.

(c) If the whole of the Premises, or any portion thereof which, in Lessee's judgment, renders the balance of the Premises unsuitable for Lessee's or Cox L.P.'s normal operations, are taken by any public or quasi-public authority by condemnation, or sold under threat or in lieu of any such taking, whether separately or as part of Lessor's Property, this Lease shall terminate as of the date possession is delivered to the condemning authority. Lessee shall have the right to participate in all condemnation proceedings and/or negotiations regarding the Premises and shall have the right to any award specifically designated as compensation for Lessee's interest under this Lease, the cost of removal of Lessee's Facility or any other amounts recoverable under condemnation law.

10. Title to and Removal of Lessee's Facility. Title to Lessee's Facility and any equipment placed on the Premises by Lessee shall be held solely by Lessee or Cox L.P. All of Lessee's Facility shall remain the personal property of Lessee and Cox L.P. and shall not be treated as real property or become a part of Lessor's Property even though affixed thereto. Lessee has the right and obligation at its sole expense to remove all of Lessee's Facility on or before the expiration of this Lease or within 60 days after any earlier termination of this Lease, except that Lessee is not obligated to remove underground installations or below grade support footings or pads. Lessee shall repair any damage to Lessor's Property caused by such removal and restore the Premises to good condition, less ordinary wear and tear.

11. Insurance. During the Term and any Renewal Term, and thereafter until the removals required under Section 10 are complete, and prior to the Commencement Date if Lessee enters Lessor's Property under Section 5(a), Lessee shall maintain, at its expense, commercial general liability insurance, naming Lessor as an additional insured, providing coverage of \$1,000,000 per person and \$3,000,000 per occurrence for bodily injury and property damage.

12. Indemnification; Waiver of Subrogation.

(a) To the full extent permitted by law, Lessee shall defend, indemnify and hold harmless Lessor, its employees agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorney fees incurred by Lessor, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the use or occupancy of the Premises by Lessee or its employees, agents, contractors, subcontractors, subtenants or invitees or the condition or operation of Lessee's Facility.

(b) Lessor shall indemnify, defend, protect and hold harmless Lessee, its affiliates, and each of their directors, officers, partners, members, managers, shareholders, agents and employees from and against any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from use and operation of Lessor's Property by Lessor or its employees, agents, contractors, tenants (other than Lessee) or invitees or the condition of Lessor's Property; provided that Lessor, its affiliates and each of their directors, officers, partners, members, managers, shareholders, agents and employees shall have no liability for any injury, damage, liability, loss, cost or expense occasioned by theft, fire, act of God, civil disturbance, strike, order of governmental authority, interruption of utility service or other cause beyond their reasonable control and not resulting from, or contributed to by, their negligence.

13. Title; Quiet Enjoyment; Subordination.

(a) Lessor warrants that (i) it owns good and sufficient title to and interest in Lessor's Property, (ii) there are no liens, encumbrances, covenants, restrictions or judgments affecting Lessor's Property which impede or adversely affect Lessee's intended use of the Premises, (iii) Lessor has full right, power and authority to execute, deliver and perform this Lease and (iv) so long as Lessee is not in material default under this Lease, Lessee shall have undisturbed, quiet and peaceful use and enjoyment of the Premises throughout the Term and any Renewal Term.

(b) Lessor shall use its best efforts to obtain from each holder of any underlying lease, mortgage, land contract, deed of trust or other existing lien rights affecting the Premises with priority over this Lease, a recordable agreement, in form reasonably acceptable to Lessee, to recognize and not disturb this Lease and Lessee's right to possession, use and enjoyment hereunder so long as Lessee is not in default. At the option of Lessor, this Lease may be subordinated to any future underlying lease, mortgage, deed of trust or lien affecting the Premises, and to any renewal, modification or replacement thereof, provided that the holder thereof executes and delivers a recordable non-disturbance agreement in form reasonably acceptable to Lessee.

14. Environmental. Lessor represents that to the best of its knowledge the Premises and Lessor's Property have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents that to the best of its knowledge no Hazardous Materials or underground storage tanks are located on or near the Premises or Lessor's Property. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease. During the Term and any Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto Lessor's Property in accordance with all federal, state and local laws and regulations and shall impose on any lessee, licensee or other party using any portion of Lessor's Property the same obligation. Lessee shall not bring any Hazardous Materials onto the Premises except for those contained in its back-up power batteries (e.g. lead-acid batteries) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g. cleaning solvents). Lessee shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation and specifically includes but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof).

15. Resolution of Disputes.

(a) Except as set forth in subsection (c) below, all controversies arising out of or relating to this Lease or any related instruments shall be resolved by submission to final and binding arbitration at the offices of JAMS/Endispute ("JAMS") in the county in which Lessor's Property is located. Such arbitration shall be conducted in accordance with the then most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules. The final decision of the arbitrator shall be binding on the parties and shall not be subject to appellate review.

(b) The aggrieved party shall initiate arbitration by sending written notice of its intention to arbitrate to the other party to this Lease and to JAMS. Such notice shall contain a description of the dispute, the amount in controversy, and the remedy sought. The parties shall execute any and all documents and statements required by JAMS for the arbitration or settlement of the dispute in accordance with the JAMS Rules. In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim would be barred by the applicable statute of limitations.

(c) Notwithstanding any provision of this Section 15 to the contrary, Lessor and Lessee shall be entitled to obtain immediate equitable relief, such as by temporary restraining order and injunction, in state or federal court to prevent any violation of any of the covenants, conditions or provisions contained in this Lease.

(d) The arbitrator shall have no right or power to award punitive damages, or to award any relief that could not be awarded by a court or other tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to attorneys' fees, pursuant to Section 16(f).

16. Miscellaneous.

(a) If any provision of this Lease, the deletion or modification of which would not adversely affect the receipt of any material benefit by either party, is declared by a court of competent jurisdiction (or by an arbitrator) to be invalid or unenforceable, then the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In lieu of each provision of this Lease that is invalid or unenforceable, there shall be added as part of this Lease an enforceable provision as similar in terms to such invalid or unenforceable provision as possible.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required herein shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax, or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) Where either Lessor or Lessee is required to obtain the consent or approval of the other party, such consent shall not be unreasonably withheld or delayed and, unless otherwise specified herein, shall be deemed given if the requesting party does not receive a written notice stating the reasons for disapproval within ten business days of submitting a written request for consent or approval.

(e) This Lease shall be governed, construed and interpreted under the laws of the State of California. This Lease shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. This Lease shall not be interpreted or construed against the party preparing it.

(f) In the event of any dispute or legal proceeding (including arbitration under Section 15) between the parties arising out of or relating to this Lease or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding, any counterclaims or cross-complaints, any action to confirm, correct or vacate an arbitration award, any appeals and any proceeding to establish and recover such costs and expenses, in such amount as the court or arbitrator determines reasonable. Any party entering a voluntary dismissal of any legal proceeding without the consent of the opposing party in such proceeding shall be deemed the non-prevailing party.

(g) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(h) Each person executing this Lease for either Lessee or Lessor represents and warrants, for himself or herself and for the party for which the person purports to act, that such person is authorized to execute the Lease on behalf of such party, that such person is acting within the scope of such person's authority, and that all necessary action has been taken to give such party the authority, and the party has the authority, to enter into this Lease and to be bound by the terms of this Lease.

(i) Time is of the essence of this Lease.

(j) Concurrently with execution of this Lease, Lessor and Lessee shall execute and acknowledge before a notary public a Memorandum of Ground Lease in the form attached to this Lease as Attachment 4. Lessee at its expense may record the Memorandum of Ground Lease in the real property records for the county in which Lessor's Property is located.

(k) This Lease including all attachments and riders constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases and agreements, written or oral, concerning the subject matter

contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease shall be effective only if in writing and executed by both parties.

(l) This Lease includes and incorporates the following riders attached hereto: Assignment Rider.

IN WITNESS WHEREOF, the parties have executed this Lease as of July 30, 1998

LESSOR:

CITY OF LOMA LINDA
a municipal body corporate and politic

By: *Robert Clute*
Name: Robert Clute
Title: Acting City Manager

By: _____
Name: _____
Title: _____

Lessor's Address, Phone and Fax:

25541 Barton Road
Loma Linda, California, 92354

Tel: (909) 799-²⁸⁹¹~~2897~~
Fax: (909) 799-2891

Tax I.D. No.: 2323

LESSEE:

COX PCS ASSETS, L. L. C.
a Delaware limited liability company

By: Cox Communications PCS, L.P.
a Delaware limited partnership,
its only Member

By: *Debbie B. Simmons*
Name: Debbie B. Simmons
Title: U.P. of The General Partner

Lessee's Address, Phone and Fax:

Address if by means other than courier:
P.O. Box 14607
Irvine, California 92623-4607
Attn: Property Manager

Address if by courier:
18200 Von Karman
6th Floor, Suite 631
Irvine, California 92612
Attn: Property Manager

Tel: (714) 623-5786
Fax: (714) 623-5790

MS
MM

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

A PORTION OF LOT 3, BLOCK 72 OF THE 90 ACRE SURVEY OF THE RANCHO SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE(S) 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST 883.828 FEET; THENCE NORTH 984.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 443.828 FEET; THENCE SOUTH 196.3 FEET; THENCE WEST 443.828 FEET; THENCE NORTH 196.3 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTH 75 FEET OF THE EAST 175 FEET OF THE ABOVE DESCRIBED PROPERTY.

ALSO EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN RICHARDSON STREET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JANUARY 24, 1961, IN BOOK 5333, PAGE 294, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL "A":

THAT PORTION OF LOT 3, BLOCK 72, RANCHO SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE(S) 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO JOE TUCKER, ET UX, BY DEED RECORDED MARCH 5, 1957, IN BOOK 4173, PAGE 2, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTH LINE OF SAID TUCKER PARCEL OF LAND, NORTH 89 DEG. 33' 16" EAST, 27.66 FEET; THENCE SOUTH 73 DEG. 12' 09" WEST, 28.80 FEET TO THE WEST LINE OF SAID TUCKER PARCEL OF LAND, DISTANT ALONG SAID WEST LINE, SOUTH 0 DEG. 36' 24" EAST, 8.11 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, NORTH 0 DEG. 36' 24" WEST, 8.11 FEET TO THE POINT OF BEGINNING.

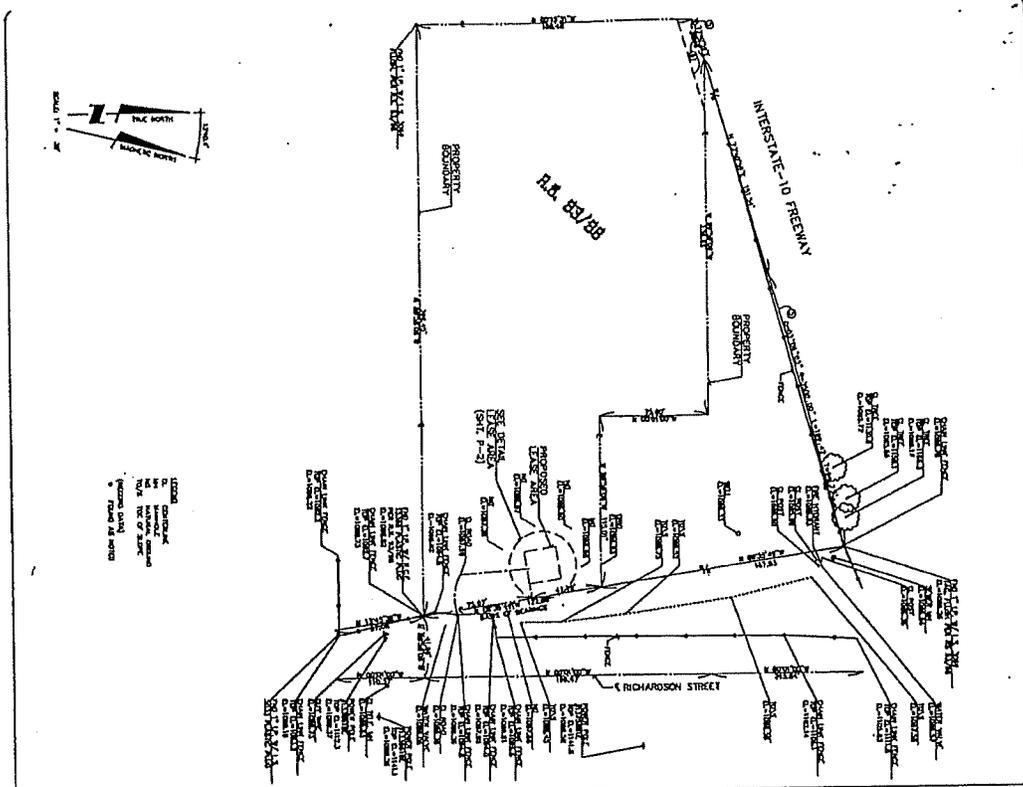
PARCEL "B":

THAT PORTION OF SAID LOT 3 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TUCKER PARCEL OF LAND; THENCE ALONG THE EAST LINE OF SAID TUCKER PARCEL OF LAND, BEING ALSO THE WEST LINE OF RICHARDSON STREET, AS IT NOW EXISTS, NORTH 0 DEG. 29' 07" WEST, 121.39 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO M.G. CUMMINS, ET UX, BY DEED RECORDED AUGUST 29, 1955, IN BOOK 3726, PAGE 561, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEG. 33' 16" WEST, 35.08 FEET; THENCE SOUTH 9 DEG. 05' 46" EAST, 122.79 FEET TO THE SOUTH LINE OF SAID TUCKER PARCEL OF LAND, DISTANT ALONG LAST SAID LINE, SOUTH 89 DEG. 33' 38" WEST, 16.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH UNDERLYING FEE INTEREST, IF ANY, APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY IN AND TO THE ADJOINING PUBLIC WAY (RICHARDSON STREET).

**DEPICTION OF THE PREMISES
AND LESSEE'S FACILITY**



COX
COMMUNICATIONS PCS, L.P.
LOMA LINDA
SITE # SB-019-A
ADDRESS: 34000 RICHARDSON STREET
LOMA LINDA, CA.

NOTES

1. EXISTING LAND TITLE INFORMATION: THE PROPERTY IS SUBJECT TO THE FOLLOWING EASEMENTS AND ENCUMBRANCES: (a) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE WEST. (b) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE SOUTH. (c) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE EAST. (d) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE NORTH.

2. THE PROPERTY IS SUBJECT TO THE FOLLOWING EASEMENTS AND ENCUMBRANCES: (a) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE WEST. (b) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE SOUTH. (c) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE EAST. (d) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE NORTH.

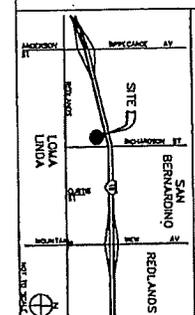
3. THE PROPERTY IS SUBJECT TO THE FOLLOWING EASEMENTS AND ENCUMBRANCES: (a) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE WEST. (b) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE SOUTH. (c) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE EAST. (d) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE NORTH.

PROJECT DIRECTORY

APPLICANT: COX COMMUNICATIONS PCS, L.P.
REPRESENTATIVE: KEITH INTERNATIONAL, INC.
ADDRESS: 34000 RICHARDSON STREET, LOMA LINDA, CA 91768
PHONE: (909) 261-1111
FAX: (909) 261-1112
ELECTRICITY ADDRESS: 34000 RICHARDSON STREET, LOMA LINDA, CA 91768
PROJECT NAME: ANTENNA CENTER

NOTES

1. THE PROPERTY IS SUBJECT TO THE FOLLOWING EASEMENTS AND ENCUMBRANCES: (a) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE WEST. (b) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE SOUTH. (c) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE EAST. (d) A 10' EASEMENT FOR UTILITY PURPOSES ACROSS THE PROPERTY FROM THE ADJACENT PROPERTY TO THE NORTH.



DATE	DESCRIPTION	BY	FOR
11/11/97	APPROVAL SIGN OFF		

ANTENNA CENTER
LANTORC LANTORC
NO. 15 34000 RICHARDSON ST. LOMA LINDA, CA 91768
APPROVAL SIGN OFF

COX COMMUNICATIONS PCS, L.P.
LAND USE PLAN
LOMA LINDA
SB-019-A
34000 RICHARDSON ST.
LOMA LINDA, CA.

KEITH INTERNATIONAL, INC.
11111
11111
11111
JNB Telecom, Inc
11111 11111

NO.	DATE	DESCRIPTION	BY

1 OF 3 SHEETS
LAST REVISION 11-11-1997
LAST PLOTATION 11-11-1997

TECHNICAL REQUIREMENTS
FOR THIRD PARTY COLLOCATION

In order for Lessor to permit a Carrier to locate on Lessor's Property or to reconfigure or change frequency or operation of the Carrier's communications facilities (a "Carrier Change"), both the approvals set forth in Sections 1 and 4 below must be obtained from Lessee, according to the following procedures.

1. The Carrier shall submit to Lessee preliminary plans and technical specifications for the proposed facility or the Carrier Change. Lessee shall have 15 business days to respond to Carrier in writing with Lessee's approval or disapproval of Carrier's plans and specifications.

2. If the Carrier's plans and specifications are not approved by Lessee, then the Carrier shall revise its plans and specifications to meet the objections thereto set forth in Lessee's written disapproval. No construction, installation, testing or operation of the Carrier's communications facilities shall be permitted unless and until Lessee approves the Carrier's plans and specifications.

3. If the Carrier's plans and specifications are approved by Lessee, the Carrier shall notify Lessee in writing as to the scheduled date and time of commencement of construction and installation of the Carrier's transmitting/receiving equipment, or the implementation of the Carrier Change, as the case may be, not less than five business days prior to such date.

4. The Carrier also shall notify Lessee in writing five business days prior to the Carrier's pre-operation transmit test as to the date and time such test will commence. The pre-operation transmit test shall be conducted jointly by Lessee and the Carrier and shall measure:

(a) The signal transmit levels at the output after the final filter stage on the Carrier's transmit line with all transmitters keyed up at maximum power;

(b) Antenna isolation between the output of the final filter stage on the Carrier's transmit line and input line to Lessee's first receive filter in the base station in Lessee's frequency band of operation;

(c) The combination of (i) worst case level measured out of the Carrier's transmit line added to (ii) worst case antenna isolation. Such value shall be no greater than -114dBm in Lessee's Federal Communications Commission receive and transmit bands of operation. If Lessee determines that it is experiencing interference, Lessee shall notify the Carrier to immediately cease the pre-operation or pre-Carrier Change transmit test and the Carrier shall immediately cease such test. Thereafter, Lessee shall have two business days to submit to the Carrier Lessee's written approval, disapproval or conditional approval of the Carrier's intended equipment installation or Carrier Change.

It shall be the Carrier's responsibility to ensure that proper filtering and isolation are in place for the pre-operation or pre-Carrier Change transmit test and operation of the Carrier's antenna system. Any change to the Carrier's approved antenna type and location and/or change in transmitter types and power output shall be required to follow each of the steps set forth in Sections 1 and 4 of this Attachment 3.

Lessee may condition its approval of a collocating Carrier's plans and specifications and/or equipment installations on such Carrier paying to Lessee an equitable share of the costs Lessee incurs to design, permit, construct, install, maintain and replace any Common Facilities. For this purpose, "Common Facilities" means any equipment, facilities, structures and improvements Lessee installs at the Premises or Lessor's Property which the collocating Carrier will use or benefit from, such as but not limited to screening, conduits and similar facilities.



RECORDING REQUESTED BY AND)
WHEN RECORDED, RETURN TO:)
)
Cox PCS Assets, L.L.C.)
P.O. Box 14607)
Irvine, California 92623-4607)
Attn: Property Manager)
(Re: SB-019))

(Space above for Recorder's use)

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE ("Memorandum") is executed by and between **CITY OF LOMA LINDA**, a municipal body corporate and politic ("Lessor") and **COX PCS ASSETS, L.L.C.**, a Delaware limited liability company ("Lessee"), wholly owned by Cox Communications PCS, L.P., a Delaware limited partnership.

RECITALS

A. Lessor owns real property having a street address of 3400 Richardson Street, City of Loma Linda, State of California, 0281-162-31 and more particularly described in Attachment 1 attached hereto and incorporated herein by reference ("Lessor's Property").

B. Lessor and Lessee have executed that certain Communications Site Ground Lease Agreement ("Lease") dated as of _____, 199__ covering certain premises and related improvements ("Premises") located at Lessor's Property and more particularly described in the Lease.

C. Lessor and Lessee desire to record notice of the Lease in the Official Records of San Bernardino County, California.

NOW, THEREFORE, in consideration of the foregoing and the rents and mutual covenants set forth in the Lease, Lessor and Lessee hereby agree and declare as follows:

1. **Demise.** Lessor has leased and does hereby lease the Premises to Lessee, and Lessee has leased and hired and does hereby lease and hire the Premises from Lessor, all on and subject to the terms, covenants and conditions contained in the Lease together with a right of access over and through Lessor's Property to and from the Premises and a right to install utilities over and across Lessor's Property. The precise location of the Premises may be modified pursuant to the Lease.

2. **Term.** The term of the Lease ("Term") is five years commencing on the first to occur of (a) the date Lessee commences construction (other than minor site preparation) of Lessee's Facility (as defined in the Lease) on the Premises or (b) 12 months after the date of the Lease. Lessee has the right and option under the Lease to extend the Term for four additional periods of five years each.

3. **Interference with Communications.** The Lease provides, among other things, that Lessor shall not use or permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee's Facility, and that Lessee has a right to review and approve or disapprove, according to procedures specified in the Lease, the design, location and operation of any communications transmitting equipment on Lessor's Property by any third party.

4. **Lease Controlling.** This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum as of the date first above written.

LESSOR:

LESSEE:

CITY OF LOMA LINDA
a municipal body corporate and politic

COX PCS ASSETS, L.L.C.
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: Cox Communications PCS, L.P.
a Delaware limited partnership
its only Member

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ (Seal)

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ (Seal)

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ (Seal)

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

A PORTION OF LOT 3, BLOCK 72 OF THE 90 ACRE SURVEY OF THE RANCHO SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE(S) 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST 883.828 FEET; THENCE NORTH 984.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 443.828 FEET; THENCE SOUTH 196.3 FEET; THENCE WEST 443.828 FEET; THENCE NORTH 196.3 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTH 75 FEET OF THE EAST 175 FEET OF THE ABOVE DESCRIBED PROPERTY.

ALSO EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN RICHARDSON STREET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JANUARY 24, 1961, IN BOOK 5333, PAGE 294, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL "A":

THAT PORTION OF LOT 3, BLOCK 72, RANCHO SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE(S) 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO JOE TUCKER, ET UX, BY DEED RECORDED MARCH 5, 1957, IN BOOK 4173, PAGE 2, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTH LINE OF SAID TUCKER PARCEL OF LAND, NORTH 89 DEG. 33' 16" EAST, 27.66 FEET; THENCE SOUTH 73 DEG. 12' 09" WEST, 28.80 FEET TO THE WEST LINE OF SAID TUCKER PARCEL OF LAND, DISTANT ALONG SAID WEST LINE, SOUTH 0 DEG. 36' 24" EAST, 8.11 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, NORTH 0 DEG. 36' 24" WEST, 8.11 FEET TO THE POINT OF BEGINNING.

PARCEL "B":

THAT PORTION OF SAID LOT 3 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TUCKER PARCEL OF LAND; THENCE ALONG THE EAST LINE OF SAID TUCKER PARCEL OF LAND, BEING ALSO THE WEST LINE OF RICHARDSON STREET, AS IT NOW EXISTS, NORTH 0 DEG. 29' 07" WEST, 121.39 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO M.G. CUMMINS, ET UX, BY DEED RECORDED AUGUST 29, 1955, IN BOOK 3726, PAGE 561, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEG. 33' 16" WEST, 35.08 FEET; THENCE SOUTH 9 DEG. 05' 46" EAST, 122.79 FEET TO THE SOUTH LINE OF SAID TUCKER PARCEL OF LAND, DISTANT ALONG LAST SAID LINE, SOUTH 89 DEG. 33' 38" WEST, 16.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH UNDERLYING FEE INTEREST, IF ANY, APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY IN AND TO THE ADJOINING PUBLIC WAY (RICHARDSON STREET).

ASSIGNMENT RIDER
COMMUNICATIONS SITE GROUND LEASE AGREEMENT

This ASSIGNMENT RIDER supplements the COMMUNICATIONS SITE GROUND LEASE AGREEMENT ("Lease") between COX PCS ASSETS, L.L.C., a Delaware limited liability company ("Lessee"), wholly owned by Cox Communications PCS, L.P., a Delaware limited partnership ("Cox L.P."), and CITY OF LOMA LINDA, a municipal body corporate and politic ("Lessor") dated _____, 199__. Capitalized terms used herein but not defined herein have the respective meanings set forth in the Lease.

1. Notwithstanding any provision of the Lease to the contrary, and except as provided otherwise in Section 3 below, Lessee shall not voluntarily assign or sublet the Lease or Lessee's interest under the Lease or in the Premises (a "transfer") without the prior written approval of Lessor. Lessor shall not unreasonably withhold its approval.

2. If Lessee desires at any time to effect a transfer, it shall first deliver to Lessor (a) a written request for approval, (b) the name, address and most recent financial statements of the proposed transferee and (c) the proposed instrument of assignment or sublease, which in the case of assignment shall include a written assumption by the assignee of all obligations of Lessee under the Lease arising from and after the effective date of assignment. Lessor shall approve or disapprove a proposed transfer within 30 days after Lessee delivers such items to Lessor. If for any reason Lessee does not receive from Lessor written notice of disapproval setting forth Lessee's reasons for disapproval within 40 days after Lessee delivers such items to Lessor, the proposed transfer shall be deemed approved.

3. Notwithstanding Section 1 above, Lessee may, without Lessor's approval and in Lessee's sole discretion, from time to time, do any of the following:

(a) grant to any person or entity a security interest (including, for example, a security interest of first lien priority) in some or all of Lessee's Facility and/or other property used or to be used in connection with the Premises;

(b) assign or pledge Lessee's interest in the Lease and Premises to any person or entity to finance Lessee's equipment or operate Lessee's business;

(c) sublet the Premises to Cox L.P. or otherwise permit Cox L.P. to use the Premises as provided in the Lease (in which case Lessee's Facility is deemed to mean the communications equipment of Cox L.P. installed on the Premises); and

(d) assign or sublet: (i) to any entity which has, directly or indirectly, a 30% or greater interest in Lessee (a "Parent") or in which Lessee or a Parent has a 30% or greater interest (an "Affiliate"); (ii) to any entity with which Lessee and/or any Affiliate may merge or consolidate; (iii) to a buyer of substantially all of the outstanding ownership units or assets of Lessee or any Affiliate; or (iv) to the holder or transferee of the Federal Communications Commission ("FCC") license under which Lessee's Facility is operated, upon FCC approval of any such transfer. Any such assignment shall not be effective until the assignee signs and delivers to Lessor a document in which the assignee assumes responsibility for all of Lessee's obligations under the Lease arising from and after the effective date of assignment.



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: September 13, 2022

TO: City Council

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

SUBJECT: Award Contract for Installation of Landscape Median on California Street (CIP 22-112)

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that the City Council award a contract for the installation of landscape medina on California Street to Golden West Landscape of San Bernardino, CA, in the amount of \$120,596.08 and authorize a contingency allocation of \$12,000.00. City staff will provide inspection and project management.

BACKGROUND:

This project is included in the approved Capital Improvement Program listed in the annual budget. The project is funded with Major Street Arterial Subprogram (MSART) and Traffic Mitigation Funds. This is part of the California Street widening project.

ANALYSIS:

Three (3) bids were received and publicly opened on September 6, 2022. Bids ranged from a low of \$120,596.08 to a high of \$238,968.00 (see attached bid summary). The low bidder Golden West Landscape of San Bernardino, CA, has been checked for references and found to be satisfactory. This contractor has satisfactorily performed similar work in the past 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 ±10% of the construction amount (\$12,000.00) for a contingency allocation.

FINANCIAL IMPACT:

Funding is available in Account Nos. 1275345-58500 and 3122340-58500.

City of Loma Linda

Landscape Median California Street

BID OPENING DATE: 9/06/22

				Engineering Estimate		Golden West Landscape		Marina		Kormex Const., Inc.	
ITEM				UNIT		UNIT		UNIT		UNIT	
NO.	DESCRIPTION	UNIT	QUANTIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	Mobilization and traffic control	L.S.	1	20,000.00	20,000.00	0.00	0.00	30,000.00	30,000.00	30,000.00	30,000.00
2	Irrigation system	L.S.	1	90,000.00	90,000.00	62,561.44	62,561.44	100,000.00	100,000.00	120,000.00	120,000.00
3	Install 2" thick stabilized D.G.	C.Y.	130	280.00	36,400.00	254.18	33,043.05	285.00	37,050.00	290.00	37,700.00
4	Weed barrier	S.F.	21,058	0.75	15,793.50	0.15	3,261.55	0.50	10,529.00	1.00	21,058.00
5	Baja Cresta boulder 30"X42"	EA.	19	290.00	5,510.00	303.97	5,775.50	280.00	5,320.00	220.00	4,180.00
6	Crape Myrtle, 24" box	EA.	14	350.00	4,900.00	220.75	3,090.50	845.00	11,830.00	450.00	6,300.00
7	Brisbane Box, 24"	EA.	17	350.00	5,950.00	200.04	3,400.65	845.00	14,365.00	450.00	7,650.00
8	Starfish Aloe, 5 gal.	EA.	19	50.00	950.00	40.66	772.50	32.00	608.00	40.00	760.00
9	Bird of Paradise, red, 15 gal.	EA.	26	100.00	2,600.00	100.60	2,615.50	100.00	2,600.00	80.00	2,080.00
10	Lavender Lantana, dwarf, 1 gal.	EA.	74	10.00	740.00	6.95	514.50	9.00	666.00	12.00	888.00
11	Teenie Genie Lantana, 1 gal.	EA.	46	10.00	460.00	7.23	332.50	11.50	529.00	12.00	552.00
12	Carpet Rose, red, 5 gal.	EA.	312	30.00	9,360.00	16.76	5,228.40	32.00	9,984.00	25.00	7,800.00
TOTAL					\$192,663.50		\$120,596.08		\$223,481.00		238,968.00

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of, September, 2022, by and between THE CITY OF LOMA LINDA, A MUNICIPAL CORPORATION, hereinafter called City, and Golden West Landscape, 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:

INSTALLATION OF LANDSCAPE MEDIAN AT CALIFORNIA STREET

In accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment, tools, and services necessary therefore, 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 therefore, 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, Non-collusion 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)

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT _____ as Contractor,

and _____ as Surety,

are held and firmly bound unto the CITY OF LOMA LINDA, A MUNICIPAL CORPORATION, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the Project Specifications titled:

INSTALLATION OF LANDSCAPE MEDIAN AT CALIFORNIA STREET

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2022.

(Contractor) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT _____ as Contractor, and _____ as Surety, are held firmly bound unto THE CITY OF LOMA LINDA, a MUNICIPAL CORPORATION, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the Project Specifications titled:

INSTALLATION OF LANDSCAPE MEDIAN AT CALIFORNIA STREET

NOW THEREFORE, if said Contractor, or Subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. Surety shall indemnify the City of Loma Linda against non-payment to subcontractors resulting in litigation. This bond shall insure to the benefit of any persons, companies, or corporations entitle to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2022.

(Contractor) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following as required by the California Labor Code, Sections 1860 and 1861:

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

Date: _____

Contractor

By: _____
Signature

Title

Attest:

By: _____
Signature

Title



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: September 13, 2022

TO: City Council

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

SUBJECT: Appropriate \$166,000.00 from Park Development Fee Fund Balance and Award Contract for a Walking Track Construction at Hulda Crooks Park (CIP 22-755)

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

RECOMMENDATION:

It is recommended that the City Council appropriate \$166,000.00 from Park Development Fee Fund Balance and award a contract for the construction of a walking track at Hulda Crooks Park to BWB & Company Inc. of Grand Terrace, CA, in the amount of \$266,030.00 and authorize a contingency allocation of \$26,600.00. City staff will provide inspection and project management.

BACKGROUND:

This project is included in the approved Capital Improvement Program listed in the annual budget. The project is funded by Park Acquisition and Development funds.

ANALYSIS:

Five (5) bids were received and publicly opened on September 6, 2022. Bids ranged from a low of \$266,030.00 to a high of \$605,566.00 (see attached bid summary). The low bidder, BWB & Company Inc. of Grand Terrace, CA, has been checked for references and found to be satisfactory. 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 (\$26,600.00) for a contingency allocation.

FINANCIAL IMPACT:

Appropriate \$166,000 from Park Development Fee Fund Balance into expenditure Account No. 3045320-58500, funding will then be available.

City of Loma Linda

Walking track at Hulda Crooks Park (CIP 22-755)

BID OPENING DATE: 9/06/22

				Engineering Estimate		BWW & Co.		R.E. Schultz Const. Inc.	
ITEM				UNIT		UNIT		UNIT	
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	Clearing and grubbing	L.S.	1	10,000.00	10,000.00	47,000.00	47,000.00	65,000.00	65,000.00
2	Construct footing and install light fixture	EA.	14	2,500.00	35,000.00	3,800.00	53,200.00	1,800.00	25,200.00
3	Install electrical pull box	EA.	3	800.00	2,400.00	1,200.00	3,600.00	1,200.00	3,600.00
4	Install 1.5" electrical conduit with pull rope	L.F.	2,570	10.00	25,700.00	16.00	41,120.00	12.75	32,767.50
5	Install PCC slab	S.F.	535	8.00	4,280.00	15.00	8,025.00	28.00	14,980.00
6	Install PCC mow curb	L.F.	2,535	15.00	38,025.00	25.00	63,375.00	35.00	88,725.00
7	Install weed barrier fabric	S.F.	12,000	0.50	6,000.00	1.33	15,960.00	0.40	4,800.00
8	Install 4" thick stabilized D.G.	C.Y.	450	250.00	112,500.00	75.00	33,750.00	209.00	94,050.00
TOTAL					\$233,905.00		\$266,030.00		\$329,122.50

City of Loma Linda

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Kormex Const. Inc		C.S. Legacy Const. Inc.		Gentry Gen. Eng. Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Clearing and grubbing	L.S.	1	34,000.00	34,000.00	79,090.00	79,090.00	136,000.00	136,000.00
2	Construct footing and install light fixture	EA.	14	2,000.00	28,000.00	4,827.00	67,578.00	4,600.00	64,400.00
3	Install electrical pull box	EA.	3	1,000.00	3,000.00	986.00	2,958.00	767.00	2,301.00
4	Install 1.5" electrical conduit with pull rope	L.F.	2,570	22.00	56,540.00	23.10	59,367.00	37.00	95,090.00
5	Install PCC slab	S.F.	535	22.00	11,770.00	27.00	14,445.00	20.00	10,700.00
6	Install PCC mow curb	L.F.	2,535	22.00	55,770.00	23.00	58,305.00	37.00	93,795.00
7	Install weed barrier fabric	S.F.	12,000	1.00	12,000.00	0.58	6,960.00	0.74	8,880.00
8	Install 4" thick stabilized D.G.	C.Y.	450	306.00	137,700.00	136.00	61,200.00	432.00	194,400.00
TOTAL					\$338,780.00		\$349,903.00		\$605,566.00

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of September, 2022, by and between THE CITY OF LOMA LINDA, A MUNICIPAL CORPORATION, hereinafter called City, and BWW & 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:

WALKING TRACK INSTALLATION AT HULDA CROOKS PARK

In accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment, tools, and services necessary therefore, 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 therefore, 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

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT _____ as Contractor, and _____ as Surety, are held and firmly bound unto the CITY OF LOMA LINDA, A MUNICIPAL CORPORATION, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the Project Specifications titled:

WALKING TRACK INSTALLATION AT HULDA CROOKS PARK

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2022.

(Contractor) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT _____ as Contractor, and _____ as Surety, are held firmly bound unto THE CITY OF LOMA LINDA, a MUNICIPAL CORPORATION, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the Project Specifications titled:

WALKING TRACK INSTALLATION AT HULDA CROOKS PARK

NOW THEREFORE, if said Contractor, or Subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. Surety shall indemnify the City of Loma Linda against non-payment to subcontractors resulting in litigation. This bond shall insure to the benefit of any persons, companies, or corporations entitle to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2022.

(Contractor) (SEAL) _____ (SEALS)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following as required by the California Labor Code, Sections 1860 and 1861:

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

Date: _____

Contractor

By: _____

Signature

Title

Attest:

By: _____

Signature

Title



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: September 13, 2022

TO: City Council

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

SUBJECT: Approve an Appropriation of \$18,000 from Fund Balance and Award a Professional Services Contract for Solid Waste and Storm Water Management Support

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION:

It is recommended that City Council appropriate \$18,000 from Fund Balance into Professional Services Expenditures, then authorize a purchase order to Lynn Merrill & Associates, Inc., of Redlands, CA to provide support services with solid waste and storm water management.

BACKGROUND:

As the State continues to pass legislation to regulate environmental issues, the City must monitor, inspect, and record efforts to remain in compliance. Lynn Merrill & Associates, Inc. has been assisting the City for many years. Their expertise and professionalism in the areas of solid waste and storm water management is greatly appreciated.

ANALYSIS:

The vendor has provided a cost estimate for expected service needs for the fiscal year. Staff has compared it with current costs and found it to be in line, reasonable and comparable to similar professional services. Certain specialty items may be address on a case by case basis and cost covered by applicant deposit. Overall, the City has checked this vendor and is satisfied with their service commitment and references.

FINANCIAL IMPACT:

Appropriate \$18,000 from Fund Balance and direct \$5,000 into Professional Services Expenditures Account No. 0013610-51820, Solid Waste and \$13,000 into Account No. 0013100-51820, Storm Water, then funding is available.

\\CLL-SV-FILE\Public Works\Public Works Admin\Staff Reports\Award of Contract\NPDES Support 2022-23.docx



August 10, 2022

T. Jarb Thaipejr
City Manager
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

**REF: NPDES PROGRAM SUPPORT FY22-23
SB 1383 Support**

Dear Mr. Thaipejr:

Per your request, we are pleased to submit the following proposal to provide FY22-23 NPDES Inspection and Program Support, as well as SB 1383 Support to the City.

We are currently providing the following services to the city, and would propose to continue providing those services:

Preparation of Annual Report – Using data from the CloudCompli and city information, we will prepare all necessary forms and submittals, including certification letters necessary to complete and submit to the San Bernardino County NPDES Program by the statutory and established deadlines. We have been preparing these reports for the City since Fiscal Year 2013-2014.

Attendance at Monthly General Management Meetings – Under the terms of the existing NPDES Permit, the City is required to attend 11 of the scheduled General Management Meetings. Our work includes attending the meetings, reviewing budget and program elements, and making recommendations for action items. Typically, this includes voting on routine matters that may come before the General Management Meeting. In addition, we represent the city at all of the County's Fiscal subcommittee meetings and are currently co-chair of the Fiscal subcommittee.

NPDES Permit Renewal – The Santa Ana Regional Water Quality Control Board presented a new Regional MS4 Permit in FY21-22. Currently, the Permit is undergoing extensive review by the Tri-County Group, consisting of Orange, Riverside and San Bernardino Counties. Our work will continue to review, comment and advocate for the city during the permit renewal process. This may include attending special Permittee meetings held to review and discuss the elements of the proposed permit, reviewing and making proposed language changes to the Regional Board, attendance at workshops and Regional Board hearings, and other activities in support of the permit renewal. Our team for this effort includes our subconsultant CG Resource Management and Engineering, Inc. and its principal Cynthia Gabaldon.

Commercial and Industrial Inspection Programs – During FY21-22, we performed 32 NPDES inspections, including 17 high priority inspections, 15 medium priority, and no low priority sites as well as attempted inspections on two inactive businesses. During FY22-23, we anticipate approximately 40 businesses will require inspections, as well as any new businesses that may open within the City that may be subject to the NPDES program. We propose to review the City's current business license list to determine if any new businesses have been licensed within the City that may meet the requirements of the NPDES program, and will conduct initial inspections on these sites. All previous inspections completed have been input into CloudCompli.

12 Nevada Street, Suite A Redlands, California, 92373
Office: 909-894-4425



Inspection of Post Construction BMPs – Per requirements of the current NPDES MS4 Permit, the City is required to conduct inspections of the Water Quality Management Plan, Best Management Practices once every three years to ensure that the BMPs are clean and in a good state of repair. We believe that there are no more than twenty (20) WQMPs subject to the program within the City, and anticipate performing a maximum of 20 sites during this period. While these were anticipated during FY21-22, due to the COVID-19 issues, we were unable to complete these and anticipate them to be completed in FY22-23.

Construction Site NPDES Inspections - Per the City's request, we will provide a qualified NPDES Construction Site inspector as needed, to assist the City's staff in monitoring construction activities regulated under the General Construction Permit. Such support will be on-call, and will include staff certified as Qualified Stormwater Practitioners (QSP) as appropriate and necessary.

Trash Policy Amendment Technical Support - During this fiscal year, the City should complete development of the Track 1 Implementation plan, which will include field evaluations of current catch basins associated with Priority Land Uses in order to determine appropriate size and certified structures to be installed, development of drainage areas within Priority Land Use areas which may drain to channels or other drainage structures instead of catch basins, mapping of WQMP parcel areas which may already be implementing trash capture activities on- or off-site. We will assist the city in these efforts as directed.

Other Environmental Support / SB 1383 - As requested, we will provide other environmental support, including but not limited to review and revision of various agreements, documents, Local Implementation Plans, specifications and other items as requested by the City. In addition, we will provide technical liaison support to the City in order to implement the SB1383 Requirements. Our effort will include coordination of programs between the City and CR&R, observation of waste composition and enforcement studies, and other efforts necessary.

WQMP – Assist the City in the review and approval process for Water Quality Management, including working with the developers on submission of a Preliminary WQMP, through redline process to final acceptance of the WQMP. Our work may include conducting any site inspections necessary to ensure that Best Management Practices and site configuration complies with the requirements set forth in the WQMP. Typically, Preliminary WQMP reviews and redline are a single fixed price, while Final WQMPs shall be priced based on the type of project shown in the table below. WQMP review and approval includes three site inspections during the course of actual construction to ensure that the Developer is implementing the requirements of the WQMP on-site, with a final approval upon completion of each development project. Additional inspections, if required, are at the fully burdened hourly rate shown below for the Senior Consultant / Principal Engineer. The table below provides our current year prices, while the second table below shows the typical project parameters.



PRODUCT CATEGORY	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Preliminary WQMP	\$2,696.98	\$2,764.40	\$2,833.51	\$2,904.35	\$2,976.96
Final WQMPs					
Basic	\$3,048.76	\$3,124.98	\$3,203.10	\$3,283.18	\$3,365.26
Standard	\$3,986.84	\$4,086.51	\$4,188.67	\$4,293.39	\$4,400.73
Complex	\$6,801.08	\$6,971.11	\$7,145.38	\$7,324.02	\$7,507.12
WQMP inspections	\$1,524.38	\$1,562.49	\$1,601.55	\$1,641.59	\$1,682.63
Single Family Residential (Minimum 7 hours for Review) Additional hours at fully burdened.	\$1,007.37	\$1,032.55	\$1,058.37	\$1,084.83	\$1,111.95

The above pricing schedule is for the following project types and sizes:

Final WQMPs	Commercial	Industrial	Residential
Basic	8 acres or less	5 acres or less	19 acres or less
Standard	Greater than 8.1 acres up to 23 acres	Greater than 5 acres up to 18 acres	Greater than 19 acres up to 50 acres
Complex	Greater than 23.1 acres	Greater than 18.1 acres	Greater than 50.1 acres
WQMP inspections	Includes 3 site visits and final approval and mileage.		

FULLY BURDENED LABOR RATE SCHEDULE AND INSPECTIONS

We are proposing the following hourly rates for services:

EMPLOYEE	POSITION TITLE	TOTAL FULLY BURDENED FY22-23	TOTAL FULLY BURDENED FY23-24	TOTAL FULLY BURDENED FY24-25	TOTAL FULLY BURDENED FY25-26	TOTAL FULLY BURDENED FY26-27
Lynn Merrill	Principal	\$ 179.43	\$ 184.82	\$ 191.29	\$ 198.46	\$ 205.90
Paul Merrill	Senior Supervising Inspector	\$ 88.53	\$ 91.19	\$ 94.38	\$ 97.92	\$ 101.59
Abriana Marshall	Administrative Manager	\$ 88.53	\$ 91.19	\$ 94.38	\$ 97.92	\$ 101.59
CONSULTANT	POSITION TITLE	TOTAL FULLY BURDENED FY22-23	TOTAL FULLY BURDENED FY23-24	TOTAL FULLY BURDENED FY24-25	TOTAL FULLY BURDENED FY25-26	TOTAL FULLY BURDENED FY25-26
Cynthia Gabaldon	Senior Consultant - PE	\$ 179.40	\$ 184.78	\$ 191.25	\$ 198.42	\$ 205.86

The following table provides our fixed price for each category of inspections (Industrial, Commercial and Restaurants) which are required under the NPDES program permit. These inspections are subdivided into High (annual inspections), Medium (inspections every two years) and Low (Inspections once every five years). In the event that we attempt to perform an inspection on a facility that is discovered to be closed, we charge for the time for our travel to the site under “Other”. Post Construction BMPs are also a fixed



Lynn Merrill & Associates, Inc.

Consulting to Municipal Governments
Sustainability • Operations • Management

price per inspection. All inspection rates are fully burdened, and include travel and administrative preparation time, as well as data entry.

FEE SCHEDULE	NPDES PRIORITY	PRICE PER INSPECTION PER FACILITY FY22-23	PRICE PER INSPECTION PER FACILITY FY23-24	PRICE PER INSPECTION PER FACILITY FY24-25	PRICE PER INSPECTION PER FACILITY FY25-26	PRICE PER INSPECTION PER FACILITY FY26-27
INDUSTRIAL	HIGH	\$237.78	\$247.29	\$257.19	\$267.47	\$278.17
INDUSTRIAL	MEDIUM	\$190.23	\$197.84	\$205.75	\$213.98	\$222.54
INDUSTRIAL	LOW	\$95.11	\$98.92	\$102.87	\$106.99	\$111.27
RESTAURANTS (Including second FOG inspection)	HIGH	\$79.26	\$82.43	\$85.73	\$89.16	\$92.72
RESTAURANTS	MEDIUM	\$63.41	\$65.95	\$68.58	\$71.33	\$74.18
RESTAURANTS	LOW	\$47.56	\$49.46	\$51.44	\$53.49	\$55.63
COMMERCIAL	HIGH	\$68.69	\$71.44	\$74.30	\$77.27	\$80.36
COMMERCIAL (Municipal Sites)	MEDIUM	\$58.12	\$60.45	\$62.87	\$65.38	\$68.00
COMMERCIAL	LOW	\$47.56	\$49.46	\$51.44	\$53.49	\$55.63
Other - Inactive / Residential / Non-Inspection (1/2 Commercial Low)		\$23.78	\$24.73	\$25.72	\$26.75	\$27.82
FOLLOW-UP AND REINSPECTIONS		No Charge				
POST CONSTRUCTION BEST MANAGEMENT PRACTICES / WQMP Inspections (Residential and Commercial)		\$158.52	\$164.86	\$171.46	\$178.32	\$185.45

Mileage is set at the IRS 2022 Reimbursement rate of \$0.625 as established in July 2022; we anticipate adjusting the mileage based on the IRS 2023 Reimbursement Rate when issued in January.

Due to the variable nature of the proposed work, we recommend a not-to-exceed amount of \$15,000.00.

TOTAL NOT-TO-EXCEED: \$15,000.00

We appreciate the opportunity to provide these services to the City, and look forward to discussing this further with you.

Respectfully,

Lynn Merrill
President



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: September 13, 2022
TO: City Council
FROM: Sonia Fabela, Finance Director/City Treasurer *SF*
VIA: T. Jarb Thaipejr, City Manager
SUBJECT: Amendment to Sheriff Law Enforcement Contract for fiscal year 2022-2023

RECOMMENDATION

It is recommended that the City Council approve an amendment to the fiscal year 2022-2023 Sheriff Service Contract in the amount of \$145,381.

BACKGROUND

The annual Sheriff Law Enforcement Contract covers all regular law enforcement services for the year; however, general and overtime services are not part of the contract. General Services include vehicle maintenance, outside labor and parts, fuel, tires, and miscellaneous services such as transcriptions needed for case investigations. Overtime includes additional deputy hours outside of the normal contracted hours. For fiscal year 2022-2023 City Council approved on May 24, 2022, a Sheriff Law Enforcement Contract on Schedule "A" in the amount of \$6,418,130.

ANALYSIS

During the fiscal year 2022-2023 budget process, the Sheriff Law Enforcement Contract was approved at \$6,418,130, and, at the end of July 2022, the City was informed of a 2% increase in the contract amount as a result of a salary increase for Sheriff Staff. The \$145,381 total increase to the contract is effective July 30, 2022, therefore, bringing the 2022-2023 contract amount to \$6,563,511 (see Attachment I). As a result of increased fuel costs and general service costs not included in the contract in fiscal year 2021-2022, City staff included an additional 3% increase in the 2022-2023 budget; therefore, no Supplemental Appropriation is needed to increase the budget at this time.

ENVIRONMENTAL

No environmental impact.

FINANCIAL IMPACT

The fiscal year 2022-2023 Sheriff budget in department 0012000 accommodates the increase in Sheriff Law Enforcement Contract. Further review will be done during the mid-year budget preparation to further evaluate a need for a supplemental appropriation to cover any increase in overtime and general services.

**SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
CITY OF LOMA LINDA
FY 2022-23**

ROLLOVER WITH SALARY INCREASES FOR STAFF EFFECTIVE 07-30-2022

<u>LEVEL OF SERVICE</u>	FY 2022-23 <u>COST</u>
0.59 - Lieutenant	216,818 ¹
2.52 - Sergeant	793,492 ¹
0.56 - Detective/Corporal (20 hours per week)	148,306 ¹
15.07 - Deputy Sheriff (544 hours per week)	3,323,583 ¹
2.00 - Deputy Sheriff - Traffic (no relief factor)	441,086 ¹
1.00 - Sheriff's Service Specialist	87,776 ¹
3.53 - Office Specialist	285,155 ¹
0.40 - Motor Pool Services Assistant	36,031 ¹
7.00 - Marked Unit	128,422 ²
0.50 - Unmarked Unit	4,135 ²
0.50 - Command Staff Vehicle	4,979 ²
1.00 - Pickup truck	8,090 ²
1.00 - Citizen Patrol - Ford Escape	6,369 ²
Dispatch Services	306,843 ¹
Dispatch Services - Parking Enforcement Division	11,748 ¹
22 - HTs (Amortization, Access & Maintenance)	30,998
17 - Taser Replacement (Amortized over 5-years)	5,712
Administrative Support	39,252
Office Automation	89,583
Services & Supplies	31,734
Vehicle Insurance	52,300
Personnel Liability & Bonding	192,174
Workers' Comp Experience Modification	22,748
Law Enforcement Experience Modification	112,097
County Administrative Cost	184,080
Revised Cost for FY2022-23	\$ 6,563,511 ¹
Original Cost	(6,418,130)
Net Increase	\$ 145,381

Monthly Payment Schedule

1 st payment due July 15, 2022:	\$534,846
2 nd through 12 th payments due the 5 th of each month:	\$534,844

Increased MOU Cost Quarterly Payment Schedule

1st Quarter	\$ 36,345.25
2nd Quarter	36,345.25
3rd Quarter	36,345.25
4th Quarter	36,345.25
	\$ 145,381

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

² Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

³ No replacement cost is included for grant funded or donated vehicles.