



**CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING**

Tuesday, April 8, 2025, 7:00 PM

Council Chambers

25541 Barton Road

Loma Linda, CA 92354

The Regular Meeting of the Loma Linda City Council is scheduled in the Council Chambers, 25541 Barton Road, Loma Linda, California. Under Municipal Code Section 2.08.010, study sessions or closed session items may begin at 5:30 pm. or as soon thereafter as possible. A recess may be called at the discretion of the City Council.

The Agenda and Reports are available for public review in the City Clerk's Office during regular business hours and can also be accessed on the City's website at www.lomalinda-ca.gov at least 72 hours before the meeting. Individuals wishing to speak on agenda items are encouraged to submit their names using the kiosk at the meeting or through the City's website. Speakers are required to provide their names for the public record. Comments provided during Oral Reports/Public Participation is limited to 3 minutes for each speaker. Please note that the meetings are recorded for public record.

In accordance with the Americans with Disabilities Act (ADA), if an individual requires special assistance to provide public comments or need other accommodations, please contact the City Clerk at least 48 hours before the meeting at (909) 799-2819 or via email at larreola@lomalinda-ca.gov to allow time for the City to make reasonable arrangements to the best of their ability.

1. Call to Order

1A. Call to Order

1B. Roll Call

1C. Closed Session - 5:30 pm - Council Board Room

— Conference with Legal Counsel on Potential Litigation – One (1) case - Government Code Section 54956.9(d)(4)

— Conference with Legal Counsel on Labor Negotiations (Government Code Section 54957.6) - Agency Labor Counsel - Kevin Dale; Agency Representative - City Manager T. Jarb Thaipejr and Employee Organizations - Teamsters (Public Works); Teamsters (Administration); Loma Linda Professional Firefighters, Local 935; Unrepresented Safety (Fire) Management/Confidential Employees; and Unrepresented Miscellaneous Management/Confidential Employees

1D. Invocation and Pledge of Allegiance - Mayor pro tempore Dailey

1E. Items to be Added or Deleted

1F. Oral Reports/Public Participation - Non-Agenda Items (Each Speaker limited to 3 minutes. Pursuant to the Brown Act, no action or discussion can be taken by City Council)

1G. Conflict of Interest Disclosure

2. Scheduled and Related Items

2A. Proclamation - Donate Life Month - April 2025 [Katryn Mantz]

2B. St. Puppy's Day Presentation [Chris DeJong, Amy Jones & Community Members]

2C. Public Hearing - Request to operate a wholesale nursery on a 4.2 acre developed site, with improvements, located at 26660 Citrus Avenue, within the High Density Residential (R-3) Land Use Designation and Zoning District [Community Development]

- 1. DETERMINE that the project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant Section No. 15332, (Class No. 32, In-Fill); and,
- 2. INTRODUCE Council Bill #O-2024-08 on First Reading and SET Second Reading to adopt Council Bill #O-2024-06, a Development Code Amendment to allow Wholesale Landscape Nursery as a conditionally permitted use within the High-Density Residential (R-3) Zone as long as the site is within the FEMA designated flood hazard area (DCA-2024-0003).
- 3. APPROVE Conditional Use Permit No. 2024-0003 to permit a wholesale nursery as a conditionally permitted use within the High-Density Residential (R-3) zone, with associated street and landscaping improvements; and,
- 4. APPROVE Precise Plan of Design No. 2024-0004 for the conversion of an existing residence into a 2,790 square foot office for a wholesale nursery operation, inclusion of a new parking area, perimeter landscaping, and new proposed fencing. The project approval is based on the Findings contained in the staff report and subject to the Conditions of Approval.

3. Consent Calendar

3A. Demands Registers - March 25, and April 8, 2025 [Finance]

- Approve Demands for Payment

3B. Approval of Minutes March 11, 2025 [City Clerk]

- Approve minutes as presented

3C. Treasurer's Report - March 2025 [Finance]

- Receive for Filing

3D. Award Consulting Services Contract to Krisch & Company for Policy Review Services in an amount not-to-exceed \$15,000 [Finance]

- Award Contract as recommended

3E. Approve the purchase of an Emergency Generator for \$45,073.50 from General Power and Award Contract to Las Colinas Engineering for Engineering, Testing and Project Management Services for a not-to-exceed amount of \$35,000 [Public Works]

- Approve purchase of emergency generator and award contract as recommended

3F. Approve Agreement with Tyler Technologies for Upgrading Enterprise Resource Planning Software to a Software as a Service Platform [Information Systems/Finance]

3G. Approve Purchase of Aggregating Network Switch for the City's Network from Synoptek [Information Systems]

3H. Approve the Amendment to the Automatic Aid and Mutual Aid Agreement between the City of Loma Linda Fire Department and San Bernardino County Fire Protection District [Fire]

- Approved the amended agreement as recommended

3I. Award Contract Agreement with Willdan Engineering for As-Needed Code Enforcement Officer Staffing through end of FY 24/25 and Approve a Supplemental Appropriation of \$25,000 from General Fund - Fund Balance for the Contract [Fire]

- Award contract agreement; approve the supplemental appropriation, and authorize the City Manager to execute necessary documents as recommended

3J. Confirm Contract Agreement with Willdan Engineering for After Hours, Standby, and On-Call Animal Control Services through the end of Fiscal Year 2024-25 (Continued from March 11, 2025) [Fire]

— Award a contract agreement with Willdan Engineering for after hours, standby, and on-call Animal Control services

3K. Notice of Completion of the Construction of the Pickleball Courts at Leonard Bailey Park (CIP 24-757) - Contractor: RG General Engineering, Inc. [Public Works]

— Accept as complete and authorize recordation of Notice of Completion documents

4. Old Business

4A. Status Report on Revenue-Generating ad Hoc Committee [Councilmember Spencer-Hwang]

— Status Update

5. New Business

5A. Appoint Member to the Historic Commission [Administration]

— Appoint member as recommended

5B. Tobacco Retail License Informational [Assistant City Manager]

— Provide direction to staff regarding a Tobacco Retail License Ordinance

6. Reports

6A. Reports of Council Members

6B. Reports Of Officers

7. Adjournment

POSTING

I, Lynette Arreola, City Clerk, do hereby certify and declare that, 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 Posted: April 3, 2025



Regular City Council Staff Report

A. Proclamation - Donate Life Month - April 2025 [Katryn Mantz]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Scheduled and Related Items Item: 2A.
To	From
City Council	Lynette Arreola, City Clerk

Proclamation Presentation

Attachments

[Proclamation Donate Life Month.pdf](#)

[Donate Life Month City Outreach Packet 2025.pdf](#)



CITY OF LOMA LINDA, CA

PROCLAMATION DMV/DONATE LIFE MONTH APRIL 2025



WHEREAS, organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS more than 103,000 individuals nationwide and more than 23,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting; and

WHEREAS, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; and

WHEREAS, donation of tissue can save and heal the lives of more than 75 others; and

WHEREAS, organ donors saved more than 46,000 lives last year; and

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and

WHEREAS, being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency; and

WHEREAS, California residents can sign up with the Donate Life California Donor Registry online at any time by visiting www.donateLIFeCalifornia.org or, for Spanish-speakers, www.donVIDAcalifornia.org; and

WHEREAS, California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles; and

WHEREAS, California residents interested in saving a life through living kidney donation may visit www.LivingDonationCalifornia.org.

NOW, THEREFORE, BE IT RESOLVED that in recognition of National Donate Life Month, the City Council of the City of Loma Linda hereby proclaims April, 2025, "**DMV/Donate Life Month**" in the City of Loma Linda, and in doing so we encourage all Californians to check "YES!" online, or when applying for or renewing their driver's license or I.D. card at the DMV.

SIGNED and presented this 8TH day of April 2025.

Phillip Dupper, Mayor



Donate Life Month: April 2025

OneLegacy Public Education Partnership

Since 2005, OneLegacy has requested the support of Southern California civic and community leaders to celebrate and encourage the gift of life at the Donate Life Run/Walk and throughout Donate Life Month. As leaders of your community, we hope you will join us in taking steps to raise awareness of the vital need for organ and tissue donors, celebrating and embracing the generous choice to give the gift of life.

The Need: Over 20,000 Californians need a life-saving transplant

- Even though more than 100 people per day received a life-saving transplant in 2024, about 17 die every day still waiting.
- California has only 12% of the nation's population, but nearly **20%** of the nation's currently-waiting transplant candidates.
- Only about half of all Californians are registered organ, eye and tissue donors.
- Illnesses that lead to the need for transplant are common. So, education about organ, eye and tissue donation should be common too.
- Saying **yes** to organ, eye and tissue donation is saying **yes** to **LIFE!**

The Request: Help Us Spread the Word to Save Lives

Celebrate Donate Life Month by sharing information about organ, eye and tissue donation with your residents throughout the month of April. Include a call to action, encouraging residents to “sign up and save lives!” by visiting donatelifecalifornia.org/OneLegacy/

Using our [ready-made tools](#), you can enhance organ, eye and tissue donation awareness via your...

- Social Media Platforms
- Email Newsletters
- Utility Bill Inserts
- City Website
- City Proclamation
- And more!

Getting started is as easy as **Copy & Paste!** Click here to begin:

<https://www.onelegacy.org/wp/national-observances-toolkit>



2025 Donate Life Run/Walk: Join Us on Saturday, April 26!

We invite you to join us in-person for the 23rd annual Donate Life Run/Walk on Saturday, April 26, 2025! As an elected leader in our community, your participation sets an important tone for your constituents, and means the world to the Donate Life community. Please feel free to share

information about the Run/Walk with your friends and family as well. The more, the merrier!

Join us for our 2025 OneLegacy Donate Life Run Walk to run or walk with your team and celebrate the power of organ, eye and tissue donation.

Founded in 2003 by local organizers Craig and Kathleen Hostert of Fullerton, the annual OneLegacy Donate Life Run/Walk is the largest event of its kind in the nation. The event features an inspiring opening ceremony, competitive 5K run and healthy 5K/1K walk, followed by a Family Festival with food vendors, live entertainment, special activities for children and a raffle drawing.

A non-competitive 5K/1K Run/Walk to educate and inspire the community about organ, eye, and tissue donation with proceeds benefiting the OneLegacy Foundation.

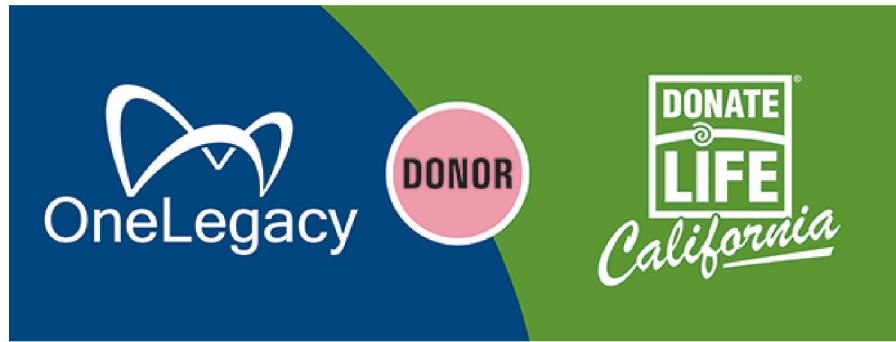
Link to Sign Up: <https://www.givesignup.org/Race/CA/Azusa/DONATELIFERunWalk>



Above & Beyond – More Ways to Educate, Inspire, and Save Lives

Do you have additional ideas for how we can reach the community with this important message? Do you have general questions, comments, or concerns? Would you like an educational presentation about organ eye and tissue donations for your staff or community group? We want to hear from you!

 To submit events for OneLegacy Consideration, visit <https://www.onelegacy.org/community/>



Facts about Donation and Transplantation: Did you know...?

- DONOR THE GIFT – One **organ** donor can save the lives of up to **eight (8) people** by donating their heart, lungs, kidneys, liver, pancreas and small intestines.
- DONOR THE GIFT – On average, one **tissue** donor can enhance the lives of **more than 75 people** by donating their corneas, skin, bones, and heart valves, among others.
- DONOR THE NEED – More than **48,000** organ transplants were performed in the U.S. in 2024, which was possible through the generosity of deceased and living donors.
- DONOR THE NEED – Over **100,000 people** are **currently waiting** for an organ transplant in the U.S.; over 20,000 in California alone.
- DONOR THE NEED – **17 patients die every day** while waiting because the organ they needed did not become available in time.
- DONOR THE NEED – The need for transplants is **disproportionately high among minority populations**. Communities of color often suffer higher incidences of conditions such as high blood pressure or diabetes, which can lead to the need for a kidney transplant.
- DONOR DONOR REGISTRATION – To register to be an organ, eye and tissue donor Californians can go to www.donateLIFecalifornia.org, or its Spanish counter-part www.doneVIDAcalifornia.org.
- DONOR THE FACTS – **Patients are fairly matched** with a donor based on the severity of their illness, body size, tissue type, blood type and other important medical information.
- DONOR THE FACTS – Over 39,000 patients have their sight restored every year through cornea transplants.
- DONOR THE FACTS – Nearly one third of all deceased donors are age 50 or older. People of **all ages and medical histories** should consider themselves potential donors.
- DONOR THE FACTS – Every major religion in the United States supports organ donation as one of the highest expressions of compassion and generosity.
- DONOR LIVING DONATION - A living donor can provide a kidney or a portion of their liver, lung, pancreas or intestine. To explore living donation, visit www.LivingDonationCalifornia.org

Updated: 1/31/2025



B. St. Puppy's Day Presentation [Chris DeJong, Amy Jones & Community Members]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Scheduled and Related Items Item: 2B.
To	From
City Council	Dan Harker, Fire Chief

Presentation by Amy Jones, Erin Kurnia, Daria Santana, AnneMarie Vixie, Community Members.



Regular City Council Staff Report

C. Public Hearing - Request to operate a wholesale nursery on a 4.2 acre developed site, with improvements, located at 26660 Citrus Avenue, within the High Density Residential (R-3) Land Use Designation and Zoning District [Community Development]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Scheduled and Related Items Item: 2C.
To	From
City Council	Gabriel Rivera, Associate Planner
Via	
Lorena Matarrita, Community Development Director	

RECOMMENDATION

Staff and the Planning Commission make the following recommendations to the City Council:

1. **DETERMINE** that the project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant Section No. 15332, (Class No. 32, In-Fill); and,
2. **INTRODUCE** Council Bill O-2024-08, on first reading and SET the Second Reading to adopt Council Bill #O-2024-06, a Development Code Amendment to allow Wholesale Landscape Nursery as a conditionally permitted use within the High-Density Residential (R-3) Zone as long as the site is within the FEMA designated flood hazard area (DCA-2024-0003); and
3. **APPROVE** Conditional Use Permit No. 2024-0003 to permit a wholesale nursery as a conditionally permitted use within the High-Density Residential (R-3) zone, with associated street and landscaping improvements; and
4. **APPROVE** Precise Plan of Design No. 2024-0004 for the conversion of an existing residence into a 2,790 square foot office for a wholesale nursery operation, inclusion of a new parking area, perimeter landscaping, and new proposed fencing. The project approval is based on the Findings contained in the staff report and subject to the Conditions of Approval.

BACKGROUND

The Applicant submitted the official planning application packet in May of 2024. Following submission, the Administrative Review Committee conducted a thorough review, identifying corrections and providing comments. These items were addressed and incorporated into the project design, as outlined in this report. Upon deeming the application complete, the project was reviewed for compliance from the California Environmental Quality Act (CEQA) and the project was determined to be categorically exempt under Section No. 15332 (Class No. 32, In-Fill Development Project). The San Bernardino County Flood Control District was contacted due to the proximity of the site to the flood control channel, and no comments were received.

Pursuant to Section 17.32 of the Loma Linda Municipal Code and Development Code, wholesale nurseries are not listed as a permitted use within the High-Density Residential Zone (R-3), which is why the applicant has proposed a Development Code Amendment to allow for the use as a conditionally permitted use. Upon approval of the Code Amendment, the project will be subject to the approval of a Conditional Use Permit and Precise Plan of Design permit.

On February 19, 2025, the Planning Commission reviewed the proposed wholesale nursery, which passed under a unanimous approval. The Planning Commission is recommending that the City Council approve the project based on the findings found in this staff report and the attached conditions of approval.

PERTINENT DATA

Applicant: Dan Carlone, The UCR Group
 Property Owner: Citrus 4.20 LLC
 Project Name: Citrus Wholesale Nursery
 Project Site: 26660 Citrus Avenue
 Plan/Zoning: High Density Residential (R-3)
 Site area: 4.2 adjusted gross acres
 Vegetation: Urban landscaping including open grass areas, mature trees and scrubs
 Topography: Generally flat
 Special Features: Currently developed with two single-family residences, a detached garage, a storage shed, and a pool

Existing Land Use Designations

	<u>General Plan and Zoning District</u>	<u>Existing Land Use</u>
Site:	High-Density Residential (R-3)	Two Single Family Residences, with ancillary structures
North:	San Bernardino County Flood Control District City of Redlands City Boundary	Flood control channel
South:	Low Density Residential (R-1)	Single-Family Residences
East:	San Bernardino County Flood Control District City of Redlands City Boundary	Flood Control Channel
West:	High Density Residential (R3) General Commercial (C2)	Loma Linda Indonesian SDA Church Vacant Parcel

ANALYSIS

Project Description

The applicant, Dan Carlone, on behalf of the UCR Group, is requesting that the Planning Commission review Development Code Amendment No. 2024-0016, an amendment to incorporate Landscape Nurseries – wholesale, as a conditionally permitted use, with a note that would restrict the use to only areas designated within the zone as FEMA-designated flood hazard areas. As a result of the amendment, a Conditional Use Permit (CUP No. 2024-0003) is required to ensure the proposed nursery use aligns with the update code and meets applicable findings. Lastly, a Precise Plan of Design (PPD) for the review of the site parking, landscape improvements, split rail fencing around the perimeter and the proposed conversion of an existing residence into an office. The project will include associated street improvements and parkway improvements along Citrus Avenue.

The project site totals approximately 4.2 acres and is located on the north side of Citrus Avenue, east of California Street and west of New Jersey Street. The site currently features two existing single-family residences, and one garage. One single-family residence is proposed to be converted into an office for the proposed nursery, while the other single-family residence and garage are to remain as existing.

The site is within the High Density Residential (R-3) General Land Use Designation and Zoning District. The intent for the High-Density Residential (R-3) Zone is to accommodate a range of residential development, including low-rise apartments, condominiums, and townhouse style developments. Additionally, the R-3 Zone allows for complementary uses such as golf courses and places of religious assembly. The project is bounded to the north and east by the San Bernardino County Flood Control channel, low density residential (R-1) land uses to the south, and the Loma Linda Indonesian Seventh Day Adventist Church to the west (APN:0292-152-31).

Development Code Amendment No. 2024-0016

The applicant is proposing a Development Code Amendment in order to allow for wholesale landscape nurseries as a conditionally permitted use within the High Density Residential Zone (R-3). Currently, the proposed use is not listed as a permitted or non-permitted use in the High Density Residential Zone (R-3). The proposed amendment would amend Title 17 (Zoning), Chapter 17.32 (Residential Zones), Table 2-1 to include wholesale nurseries. A note would be added which would restrict the use to FEMA-designated flood hazard areas, and would be subject to Chapter 19.12 (Flood Control Measures) of the Loma Linda Municipal Code.

Conditional Use Permit No. 2024-0003

In order to maintain consistency with the proposed aforementioned code amendment, a Conditional Use Permit is required to allow for the proposed nursery use. The proposed use is suitable for the subject site as the project will retain the existing structures and not result in an increase of density or intensification of the site.

The proposed wholesale nursery will operate from Monday through Friday from 5:30am to 6:30pm, and Sunday from 7:00am to 4:00pm. Staffing for the proposed business will include 8 office staff, 10 maintenance supervisor's workers, and 5 full time employees that will work the yard daily. The applicants have indicated that there will be no use of heavy equipment or tractors until 8:00am, and trucks are scheduled to be offloaded in the afternoon from 3:30pm to 6:00pm. A mother and daughter will occupy the residence that is to remain, and they are not tied directly to the nursery business. The proposed residence to office conversion is currently being used as an office space. Since the intended use for the site is as a wholesale nursery, the site is not intended to be accessed by the public.

Precise Plan of Design No. P22-266

The applicant is requesting approval to convert an existing structure into an office which is to be utilized by the wholesale nursery for operations. Currently, there are several structures on the lot: a 2790 sq. ft. single-family residence, an 800 sq. ft. garage, a 650 sq. ft. accessory residence, a pool, and a 72 sq. ft. utility shed. The applicant is proposing to convert the 2,790 sq. ft. residence into an office for the nursery, however the 650 sq. ft. residence and existing 800 sq. ft. garage are to remain in its current configuration. The remaining 650 sq. ft. residence is to be intended to be used as a residence, while the remaining accessory structures are to be maintained and utilized for storage. The existing pool is also proposed to be filled, and a new trash enclosure is to be constructed in accordance with the standards of the Loma Linda Municipal Code and CR&R. For security, the applicant is proposing low-voltage lighting to illuminate the site and security cameras.

Site Access/ Circulation/ Parking

The site will be accessed via a proposed driveway approach off Citrus Avenue, leading to an on-site parking lot with 35 spaces, including five designated for trailer parking and one ADA-compliant space adjacent to the office. An existing driveway approach off Citrus Avenue provides access to the proposed office, existing garage, and existing residence. A bio-swale is also being proposed along the west and south sides of the parking lot.

Landscaping

The project site will feature a well-maintained landscape area which will border the perimeter of the project site. The landscaping will feature trees such as Holly Oaks, London Plane Trees, Brisbane Box, and Tuscarora Crape Myrtle trees which will be planted along the parking lot and perimeter in accordance with the requirements of the Loma Linda Municipal Code Section No. 17.74 (Tree Placement, Landscape Material, and Tree Removal). The perimeter of the site will also feature various forms of shrubbery such as Japanese Privet, Foxtail Agave, and Grape Soda Lupine, which will enhance the site's aesthetic appeal. Within the site, the area designated for the bulk material storage will be comprised of a Class 2 Base material, while the area designated for the nursery will be comprised of Turf Block. The proposed landscaping will be aesthetically compatible with the surrounding land uses.

Grading/ Walls

The grading remains consistent throughout the site. All runoff is proposed to flow northeast to the southwest corner of the property and into the proposed bioswale adjacent to Citrus Avenue. The proposed grading adheres to the proposed drainage design. The site has existing 5-foot chain link fencing and a CMU wall along the north, west, and east property lines. The applicant is proposing a new 4-foot-high split face fence that will span the entirety of the south property line and will feature two 4-foot-high wrought iron gates which will allow access to the site.

Consistency with the Development Code

The proposed project meets or exceeds the City's General Plan and Development Code standards for the referenced items below.

PROPOSAL	REQUIREMENT
Land Use	
Wholesale Nursery	High Density Residential (R-3) land use regulations allowing for Wholesale Nurseries with the proposed Development Code Amendment.
Parcel Dimensions	
Lot Size: 182,952 Sq. Ft. Lot Width: 530.37 Feet Lot Depth: 590.83 Feet Lot Depth adjacent to Flood Control Channel: 762.85 feet	Lot Size: 7,200 Sq. Ft. Lot Width: Standard Parcels: 65 feet (minimum) Corner Parcels: 70 feet (minimum) Lot Depth: 100 feet (minimum)
Parcel Coverage and Floor Area Ratio	

Building Coverage: 22.64 - 28.5% Floor Area: 2,886 – 3,237 sq. ft.	Building Coverage: 60% (maximum) Nonconforming Parcel: 70% (maximum) Floor Area: 1,000 sq. ft. (minimum)
Building Setbacks	
Existing structures will remain in place. Front: approx. 33 feet – 44 feet Sides: approx. 3 feet and 280 feet Rear: approx. 550 feet	Front: 20 feet (minimum) Side: 5 feet on one side and 15 feet on the other plus additional 5 feet for each story above the first (minimum) Rear: 15 feet plus additional 5 feet for each story above the first (minimum)
Building Height	
All structures to remain as existing.	35 feet (maximum)
Parking	
Residence: 2 garage spaces for every single-family unit Wholesale Nursery: 34 spaces + 1 ADA compliant parking space	2 garage spaces for every single-family unit Wholesale; one parking space for each 2 employees based on largest shift plus 1 space for each company vehicle

MEASURE V COMPLIANCE

On September 10, 2024, Ganddini Group, Inc. prepared a Traffic Impact Analysis (study) to evaluate the transportation impacts of the proposed project, in compliance with Measure V. The City of Loma Linda General Plan Policy 6.10.1.a and Measure V requires that the Level of Service (LOS) resulted from the project should be maintained at LOS C or better, except where the current level of service is lower than LOS C. The study concludes that the project will generate fewer than 50 trips during the AM and PM peak hours. Historically, LOS analysis is typically not required at intersections where a project is forecasted to contribute less than 50 peak hour trips. Per the study, the proposed project would not reduce the LOS operations and would comply with Measure V.

ENVIRONMENTAL REVIEW AND CEQA COMPLIANCE

The proposed wholesale nursery qualifies for a Categorical Exemption pursuant to Section No. 15332 (Class No. 32, In-Fill Development Project) of the California Environmental Quality Act (CEQA). The subject site is considered In-Fill Development and meets the CEQA requirements of In-Fill: (a) The proposed project is consistent with the High Density Residential General Land Use Designation and High Density Residential (R-3) Zoning District and regulations; (b) The subject site occurs within City limits and is less than five acres; (c) The project site is not within any known sensitive or threatened habitat area; (d) The project site will not have any significant effect related to traffic, noise, air quality, or water quality; and (e) There are adequate public utilities services for the development of the proposed wholesale nursery.

FINDINGS

In an effort to ensure that the foregoing project is consistent with the General Plan, compliant with the zoning and other City requirements, compatible with the surrounding area, and appropriate for the site, Findings have been made to support the approval of the project, as required in LLMC §17.30.300. The findings are as follows.

Conditional Use Permit Findings:

Finding No. 1:	The proposed use is allowed within the applicable zone and complies with all other applicable provisions the municipal code, the general plan, and any applicable specific plan
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Finding of Fact:	The project site is located within the High Density Residential (R-3) General Land Use Designation and Zoning District. The R-3 Zone is intended to accommodate multi-family homes condominiums, townhouse style developments as well as uses such as a golf course or place of public assembly. The applicant is proposing a Development Code Amendment which will amend the R-3 zone to allow wholesale nurseries through a conditional use permit. The proposed wholesale nursery will not result in an intensification of the site to more than what is permitted in the zone, and all existing structures are to remain.
Finding No. 2:	The subject site is physically suitable for the type, density, and intensity of the proposed use including access, utilities, and services;
Finding of Fact:	The proposed wholesale nursery will not result in the construction of any new structures and all existing structures are to remain. All existing utilities serving the main structure are to remain and there is adequate access to site via two driveway entrances. The site is large enough to accommodate a wholesale landscape nursery.
Finding No. 3:	Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.
Finding of Fact:	The proposed project has been reviewed for site circulation, access, design and safety. The proposed project, alongside the outlined conditions of approval, will result in a project that is efficient, safe, and desirable for the subject site and the surrounding areas. The project will also not intensify the site past what is permitted in the zoning district.
Finding No. 4:	The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity

Finding of Fact:	The proposed wholesale nursery will utilize existing structures, and no new buildings are being proposed. The existing buildings on-site will remain architecturally the same and are compatible with the surrounding land uses. Due to the proposal being a wholesale nursery, the site will not be accessible to the public, therefore any intensification in traffic would be minimal. Trucks onloading and offloading bulk material and nursery project will only occur from 3:30pm to 6:00pm, limiting any potential impacts to noise or traffic to those hours.
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Precise Plan of Design Findings:

Finding No. 1:	The proposal complies with the provisions within the municipal code and is consistent with the general plan and any applicable specific plan.
Finding of Fact:	The project site is located within the High Density Residential (R-3) General Land Use Designation and Zoning District. The R-3 Zone is intended to accommodate multi-family homes condominiums, townhouse style developments as well as uses such as a golf course or place of public assembly. The applicant is proposing a Development Code Amendment which will amend the R-3 zone to allow wholesale nurseries through a conditional use permit. The proposed wholesale nursery will not result in an intensification of the site to more than is permitted in the zone, and all existing structures are to remain.
Finding No. 2:	The site layout and design is of high quality, architecturally and aesthetically pleasing, and is compatible with the character of the neighborhood and general community;
Finding of Fact:	The proposal does not involve any changes to the exterior to the existing structures on the lot, and will we retain the original architectural style of the structures. The proposed landscaping will provide adequate screening of the site through a well maintained aesthetically pleasing landscape buffer that will encompass the perimeter of the site.
Finding No. 3:	The proposal will result in an efficient, safe, and desirable project that is not materially detrimental to public health, safety, or welfare, or injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

Finding of Fact:	<p>The proposed wholesale nursery has been reviewed by Planning, Building and Safety, and Fire Prevention, ensuring it meets or exceeds all requirements. In addition, a Traffic Study was prepared by Ganddini Group for the project, and it analyzed both Level of Service trips and Vehicle Miles Traveled. The proposed project is forecast to generate approximately 87 daily trips, including 12 trips during the AM peak hour and 14 trips during the PM peak hour. Since the proposed project is forecast to generate fewer than 50 trips during the AM and PM peak hours, conservatively excluding credit for trips generated by the existing use that will be displaced (thus potentially reducing the net trip generation), the proposed project would not reduce LOS operations and thus comply with the City of Loma Linda Measure V requirements. The proposed project satisfies the project type screening criteria for projects that generate less than 110 daily trips and can be presumed to result in a less than significant VMT impact.</p> <p>The proposed project has been reviewed for site circulation, access, design and safety. The proposed project, alongside the outlined conditions of approval, will result in a project that is efficient, safe, and desirable for the subject site and the surrounding areas.</p>
Finding No. 4:	The project will not be detrimental to the harmonious and orderly growth of the city.
Finding of Fact:	<p>The proposed wholesale nursery will utilize existing structures, and no new buildings are being proposed. The existing buildings on-site will remain architecturally the same and are compatible with the surrounding land uses. Due to the proposal being a wholesale nursery, the site will not be accessible to the public, therefore any intensification in traffic would be minimal. Trucks on-loading and offloading bulk material and nursery products will only occur from 3:30pm to 6:00pm, limiting any potential impacts to noise or traffic for the surrounding area to those hours.</p>

PUBLIC NOTICING AND COMMENTS

The public notice for this project was duly posted on March 13, 2025, in three public places (City Hall, library, post office), and mailed to the owners of property within a radius of 300 feet of the exterior boundaries of the subject property as required by State law. Additionally, the notice was made available on the City's website and posted at the project site. During the public review period, staff received comments from the County of San Bernardino Flood Control District, which have been incorporated into the attached conditions of approval (see Attachment C). Staff also made minor syntax and formatting refinements to ensure clarity and consistency in the document.

CONCLUSION

Based on the information in the staff report and the attached Conditions of Approval, staff and the Planning Commission recommend the City Council determine that Development Code Amendment No. 2024-0016, Conditional Use Permit No. 2024-0003, and Precise Plan of Design No. P22-266 are Categorically Exempt from the requirements of CEQA and recommend that the City Council conditionally approve the project, a request to operate a wholesale nursery at 26660 Citrus Avenue.

ATTACHMENTS

- A. Vicinity Map
- B. Project Plans

C. Conditions of Approval

D. Traffic Study

E. Council Bill O-2025-08, Ordinance No. _____

Attachments

[Attachment A - Vicinity Map.pdf](#)

[Attachment B - Project Plans.pdf](#)

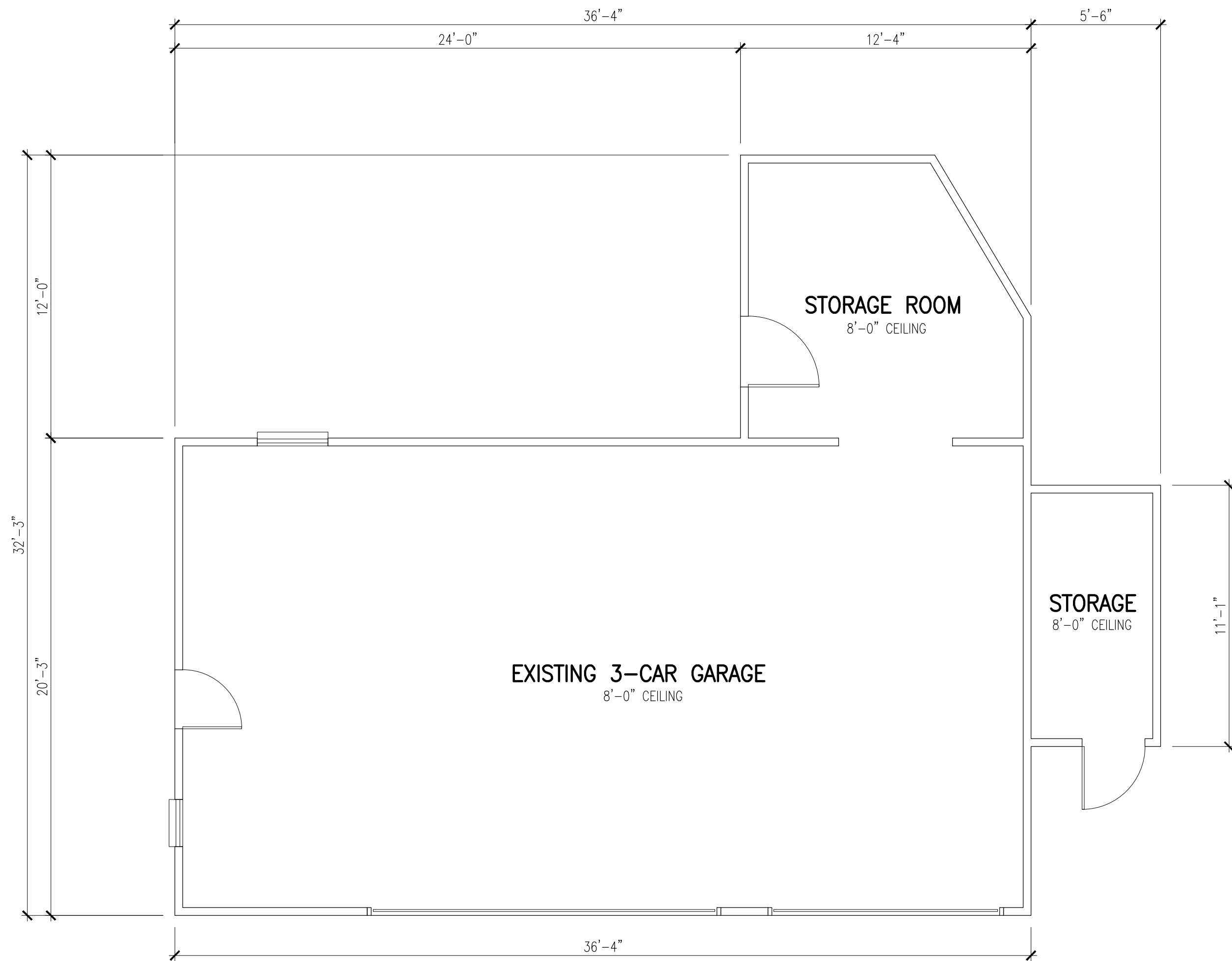
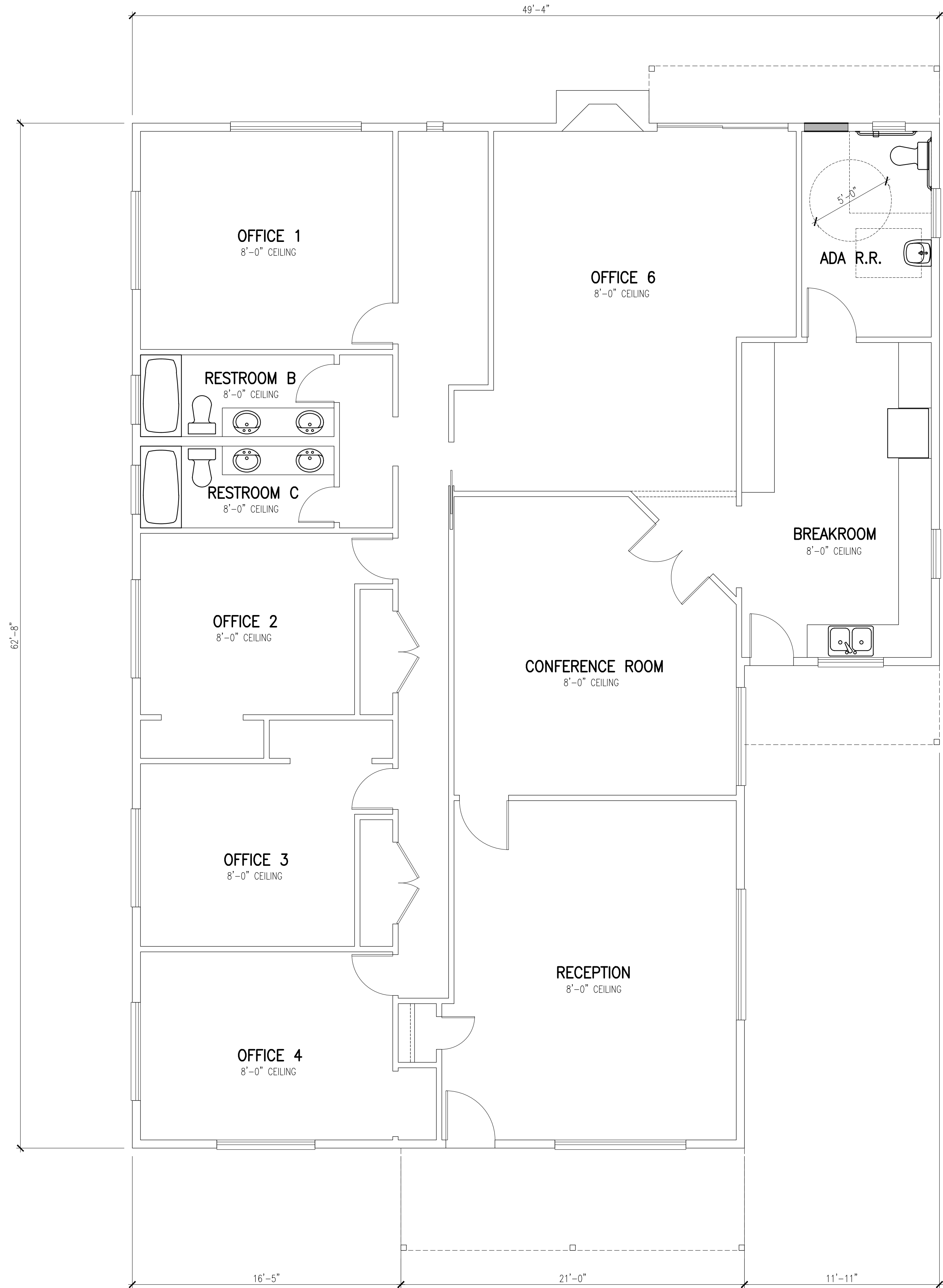
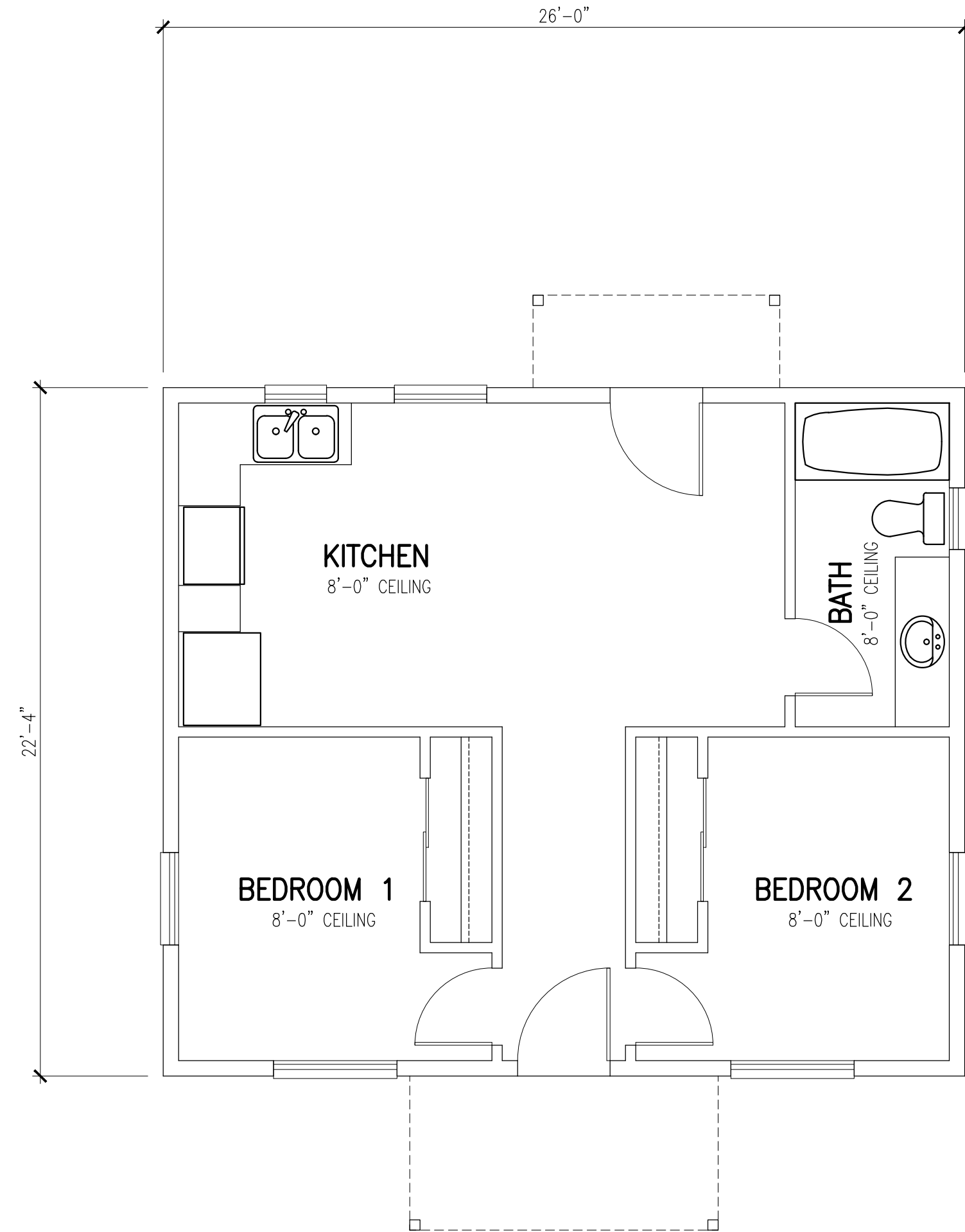
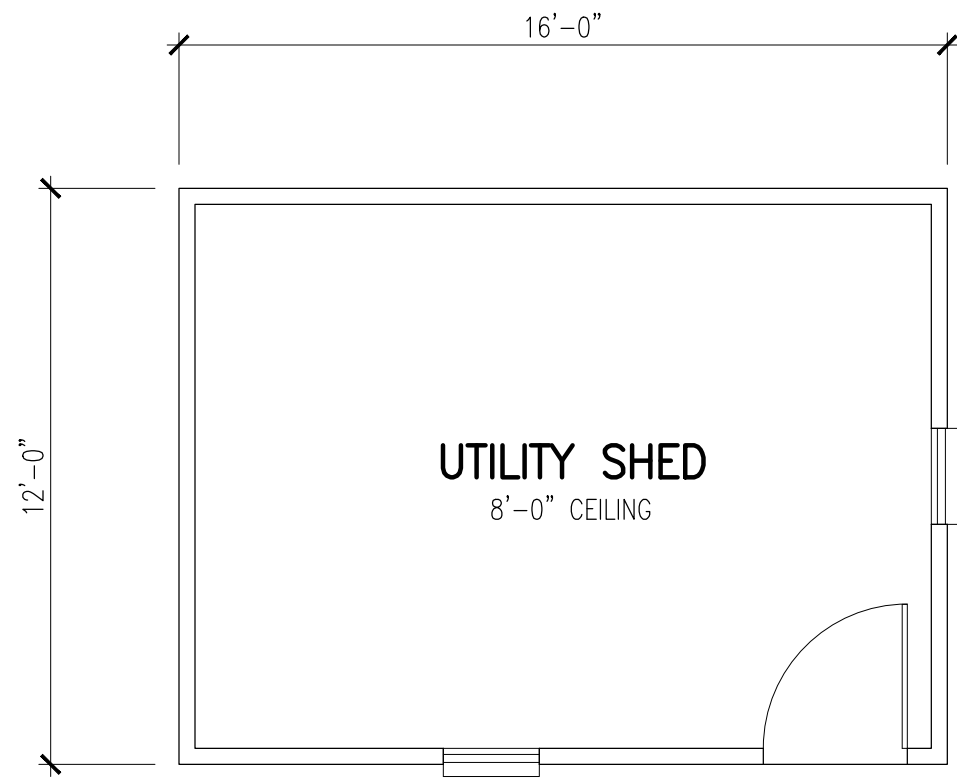
[Attachment C - Conditions of Approval .pdf](#)

[Attachment D - Traffic Study.PDF](#)

[Attachment E - Council Bill O-2024-08 - Ordinance.pdf](#)

Vicinity Map





FOR :

Planning Entitlement

Citrus 4.20 LLC

26660 Citrus Ave.
Redlands, CA 92373

REVISIONS 02-04-2025

CONSTR.

BID

PLAN CHECK

DRAWN LS

JOB NO. 24-120

SHEET NAME
MAIN OFFICE
OFFICE 2
UTILITY SHED
RESIDENCE
FLOOR PLANS

SHEET NO.

1.0

SHEET 2 OF 5



ILLUMINATED ADDRESS SIGN, ADDRESS NUMBERS MUST BE A MIN. 4" HIGH WITH A MIN. STROKE WIDTH OF 3/4", AND SHOULD BE CLEARLY VISIBLE FROM THE STREET, ENSURING THEY HAVE A CONTRASTING BACKGROUND.

MAIN OFFICE FRONT ELEVATION

SCALE:
NTS

1



MAIN OFFICE REAR ELEVATION

SCALE:
NTS

2



MAIN OFFICE LEFT ELEVATION

SCALE:
NTS

3



MAIN OFFICE RIGHT ELEVATIONS

SCALE:
NTS

4



FOR

Planning Entitlement

Citrus 4.20 LLC

26660 Citrus Ave.
Redlands, CA 92373

REVISIONS

CONSTR.

BID

PLAN CHECK

DRAWN

JOB NO.

SHEET NAME

MAIN OFFICE
ELEVATIONS

SHEET NO.

SHEET

3

OF

5

2.0

*Note (E) Garage to remain as existing.



Existing Garage Front Elevation

SCALE:
NTS

2



Existing Garage Right Elevation

SCALE:
NTS

3



Existing Garage Rear Elevation

SCALE:
NTS

4



1177 Idaho Street, Suite 200, Redlands, CA 92374

FOR

Planning Entitlement

Citrus 4.20 LLC

26660 Citrus Ave.
Redlands, CA 92373

REVISIONS 02-04-2025

CONSTR.

BID

PLAN CHECK

DRAWN LS

JOB NO. 24-120

SHEET NAME

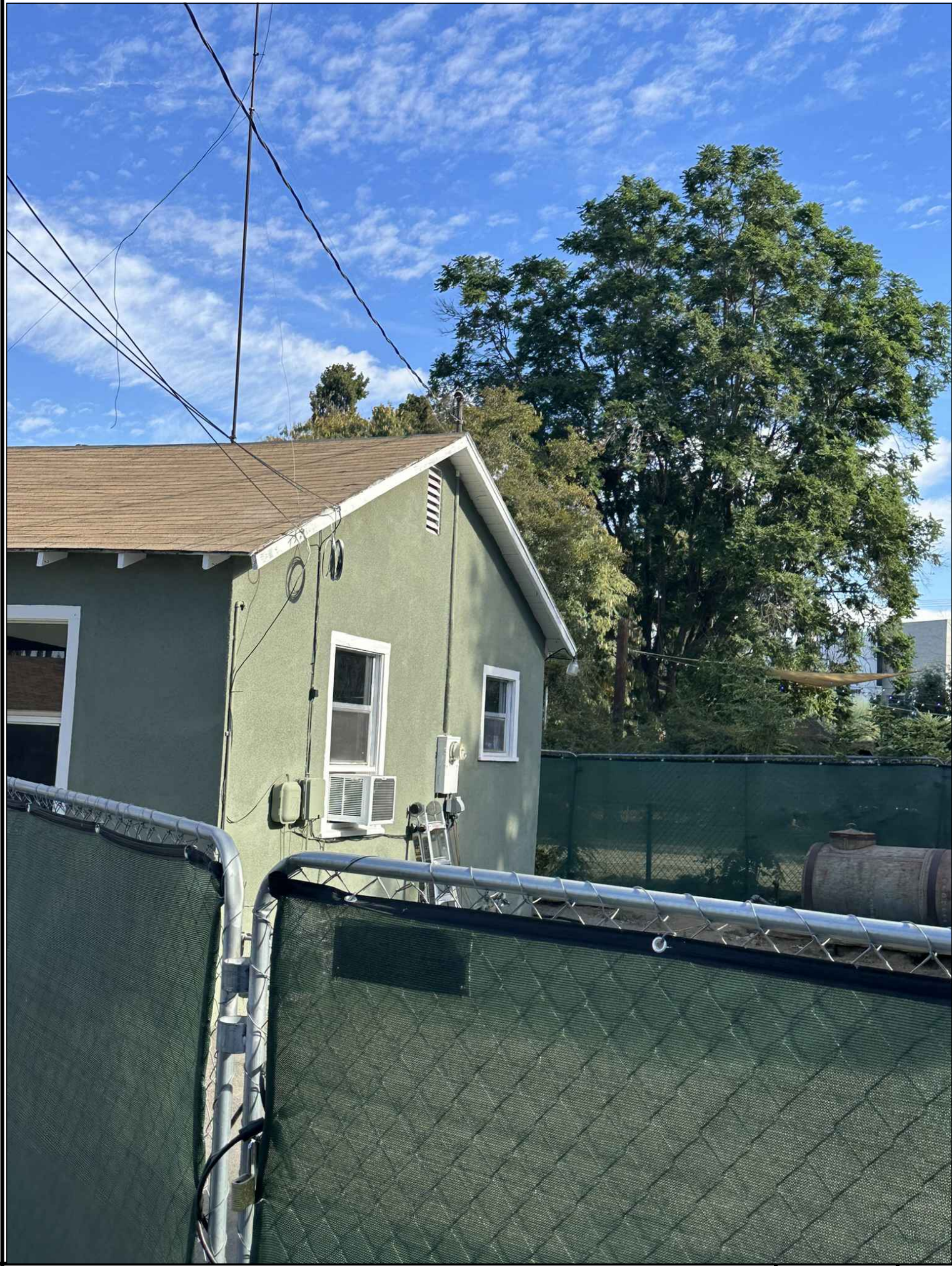
GARAGE
ELEVATIONS

SHEET NO.

3.0

SHEET 4 OF 5

ILLUMINATED ADDRESS SIGN, ADDRESS NUMBERS MUST BE A MIN. 4" HIGH WITH A MIN. STROKE WIDTH OF 1/4", AND SHOULD BE CLEARLY VISIBLE FROM THE STREET, ENSURING THEY HAVE A CONTRASTING BACKGROUND.



RESIDENCE FRONT ELEVATION

SCALE:
NTS

A

RESIDENCE RIGHT ELEVATION

SCALE:
NTS

B

RESIDENCE LEFT ELEVATION

SCALE:
NTS

C

RESIDENCE REAR ELEVATION

SCALE:
NTS

D



UTILITY SHED FRONT ELEVATION

SCALE:
NTS

E

UTILITY SHED RIGHT ELEVATION

SCALE:
NTS

F

UTILITY SHED LEFT ELEVATIONS

SCALE:
NTS

G



1177 Idaho Street, Suite 200, Redlands, CA 92374

FOR

Planning Entitlement

Citrus 4.20 LLC

26660 Citrus Ave.
Redlands, CA 92373

REVISIONS

CONSTR.

BID

PLAN CHECK

DRAWN

LS

JOB NO.

24-120

SHEET NAME

UTILITY SHED &
RESIDENCE ELEVATIONS

SHEET NO.

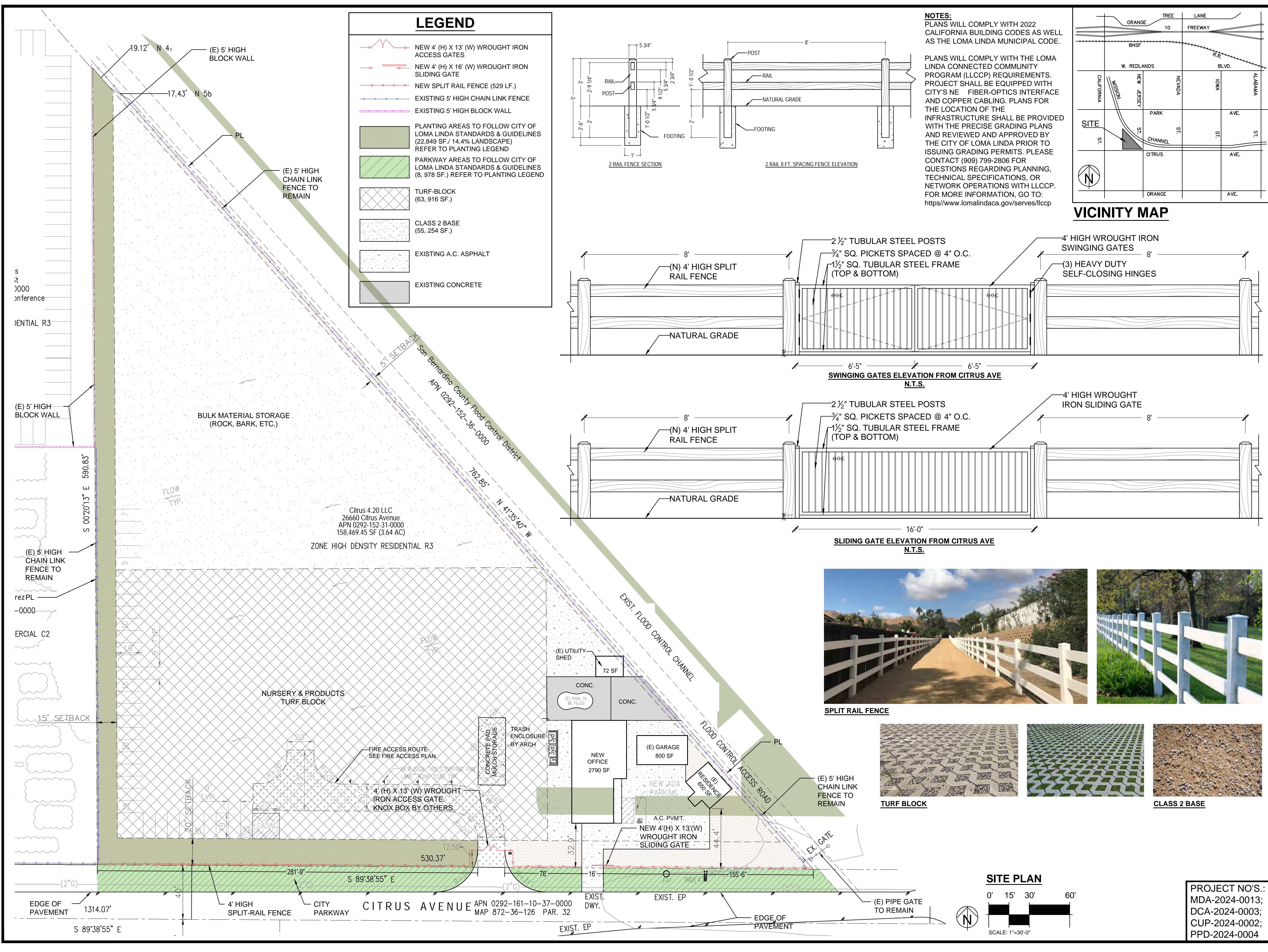
4.0

SHEET

5

OF

5



LEGEND

NEW 4' (H) X 13' (W) WROUGHT IRON ACCESS GATES

NEW 4' (H) X 16' (W) WROUGHT IRON SLIDING GATE

NEW SPLIT RAIL FENCE (529 LF.)

EXISTING 5' HIGH CHAIN LINK FENCE

EXISTING 5' HIGH BLOCK WALL

PLANTING AREAS TO FOLLOW CITY OF LOMA LINDA STANDARDS & GUIDELINES (22,849 SF / 14.4% LANDSCAPE) REFER TO PLANTING LEGEND

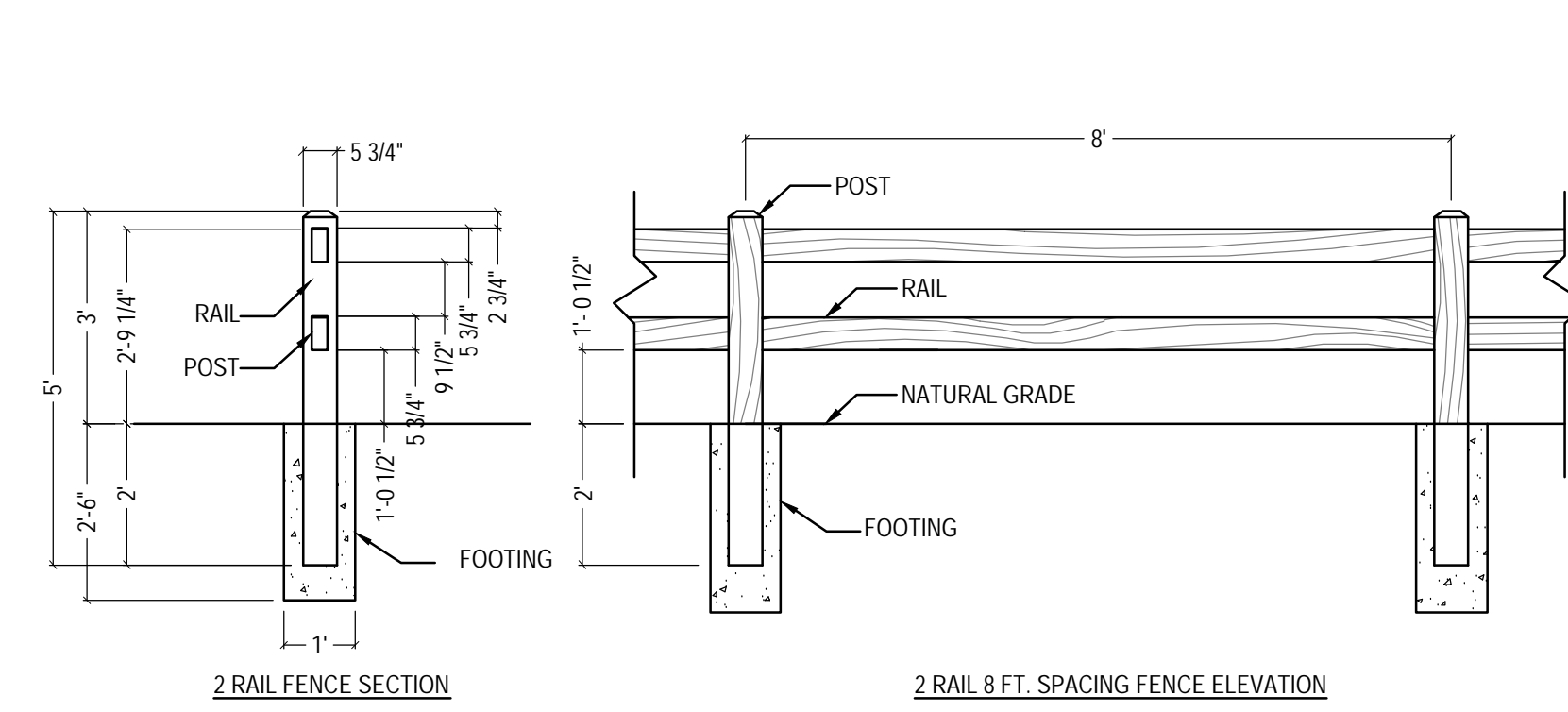
PARKWAY AREAS TO FOLLOW CITY OF LOMA LINDA STANDARDS & GUIDELINES (8,978 SF.) REFER TO PLANTING LEGEND

TURF-BLOCK (63,916 SF.)

CLASS 2 BASE (55,254 SF.)

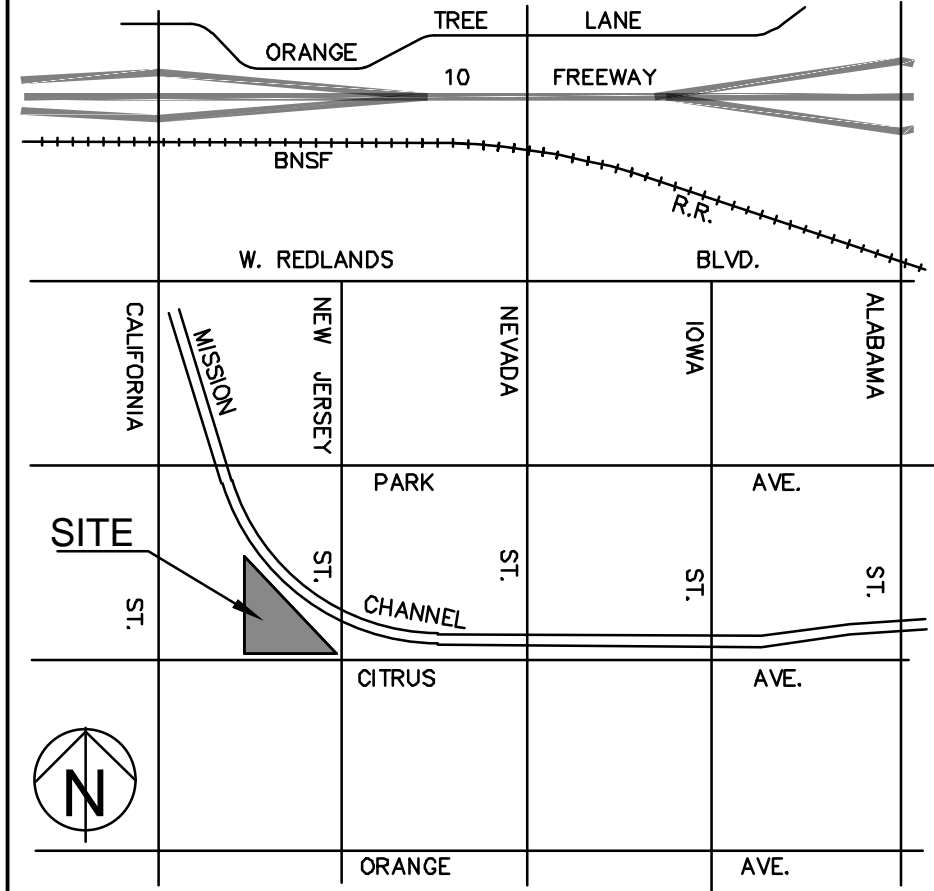
EXISTING A.C. ASPHALT

EXISTING CONCRETE

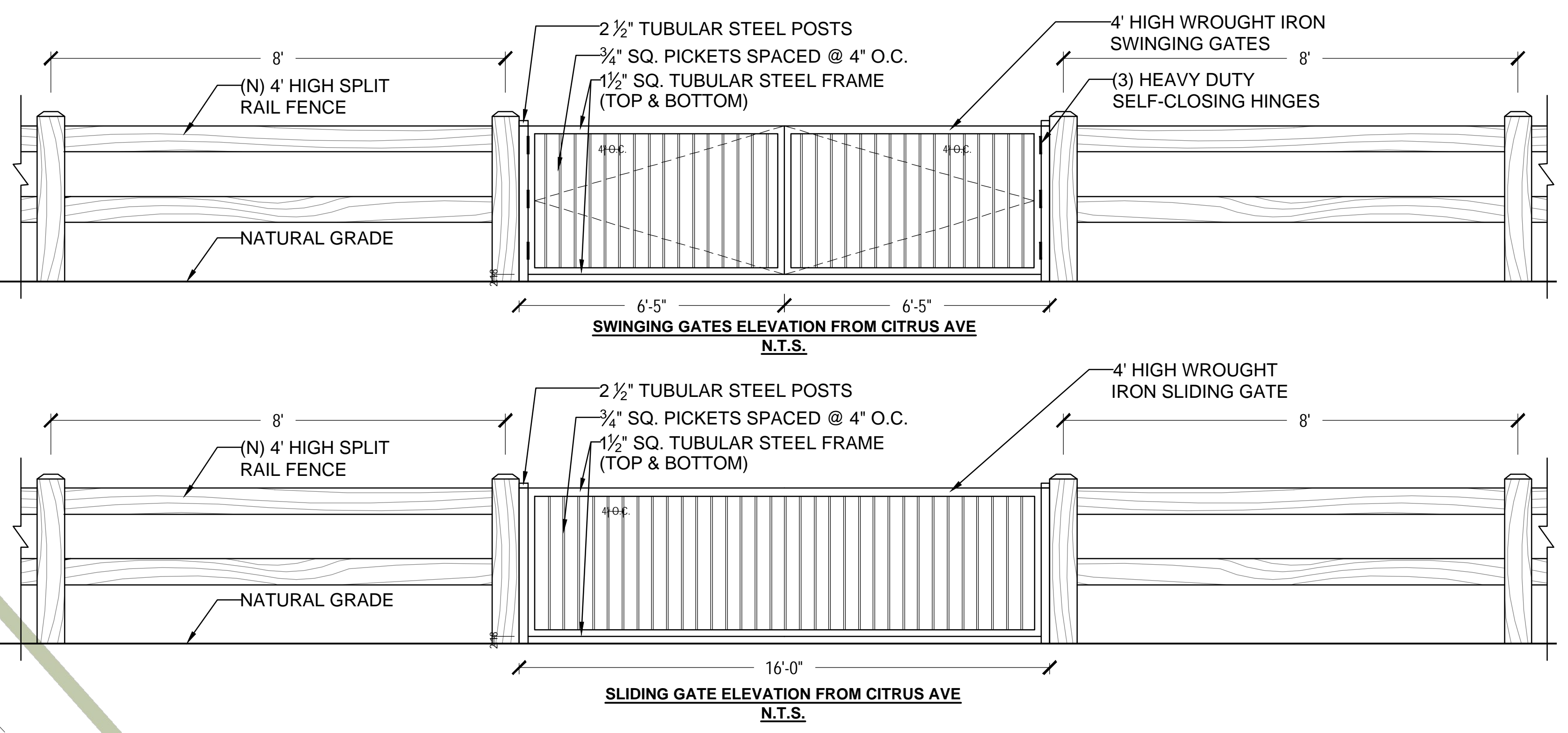


NOTES:
PLANS WILL COMPLY WITH 2022 CALIFORNIA BUILDING CODES AS WELL AS THE LOMA LINDA MUNICIPAL CODE.

PLANS WILL COMPLY WITH THE LOMA LINDA CONNECTED COMMUNITY PROGRAM (LLCCP) REQUIREMENTS. PROJECT SHALL BE EQUIPPED WITH CITY'S NE FIBER-OPTICS INTERFACE AND COPPER CABLING. PLANS FOR THE LOCATION OF THE INFRASTRUCTURE SHALL BE PROVIDED WITH THE PRECISE GRADING PLANS AND REVIEWED AND APPROVED BY THE CITY OF LOMA LINDA PRIOR TO ISSUING GRADING PERMITS. PLEASE CONTACT (909) 799-2806 FOR QUESTIONS REGARDING PLANNING, TECHNICAL SPECIFICATIONS, OR NETWORK OPERATIONS WITH LLCCP. FOR MORE INFORMATION, GO TO: <https://www.lomalindaca.gov/serves/llccp>



VICINITY MAP



SPLIT RAIL FENCE

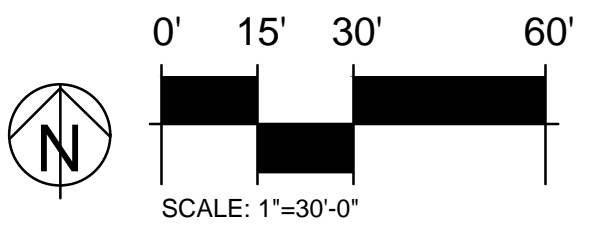


TURF BLOCK



CLASS 2 BASE

SITE PLAN



PROJECT NO'S:
MDA-2024-0013;
DCA-2024-0003;
CUP-2024-0002;
PPD-2024-0004



LandArq
Landscape Architects & Planners
4345 E. LOWELL ST
Suite M
Ontario, CA 91761
[ph] 909-259-9428
fausto@landarq.com



SUBMITTALS DATE BY

PROJECT DESCRIPTION

NURSERY AND STORAGE
26660 CITRUS AVE
LOMA LINDA, CA 92373

PREPARED FOR:

CITRUS 4.20 LLC
P.O. BOX 9716
REDLANDS, CA 92375

SHEET DESCRIPTION

WALL & FENCE
PLAN

DATE PREPARED: 02/07/2025
DRAWN BY: S.P.
DESIGNED BY: F.A.R.
CHECKED BY: F.A.R.
LA PROJECT NO.: 2024-936

DIGALERT

DIAL BEFORE YOU DIG

TWO WORKING DAYS BEFORE YOU DIG

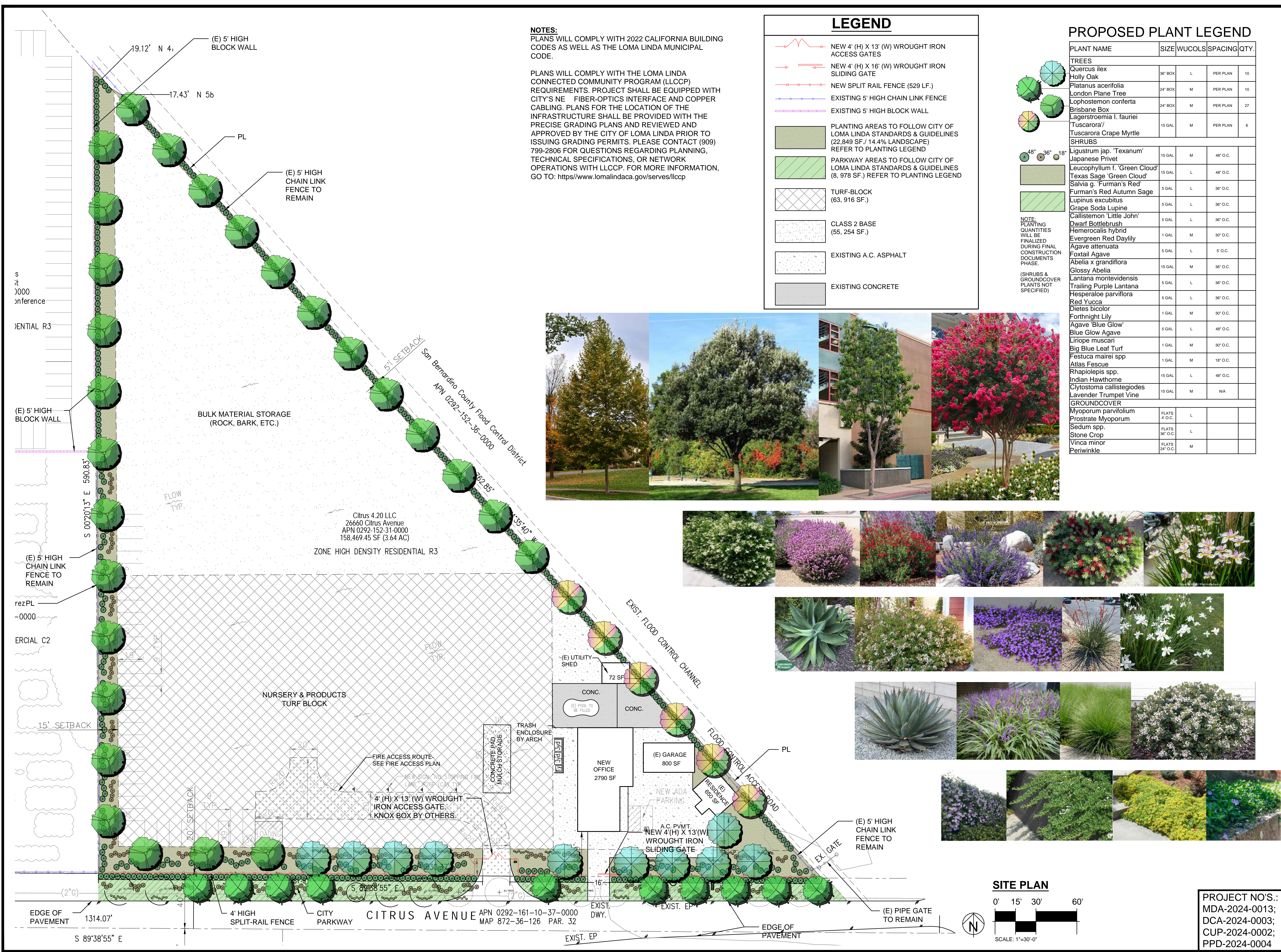
TOLL FREE 1-800-227-2600

A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT



1-888-90-BELOW

L-1
Sheet 1 of 2



NOTES:
PLANS WILL COMPLY WITH 2022 CALIFORNIA BUILDING CODES AS WELL AS THE LOMA LINDA MUNICIPAL CODE.

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LEGEND

NEW 4' (H) X 13' (W) WROUGHT IRON ACCESS GATES

NEW 4' (H) X 16' (W) WROUGHT IRON SLIDING GATE

NEW SPLIT RAIL FENCE (529 LF.)

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EXISTING 5' HIGH BLOCK WALL

PLANTING AREAS TO FOLLOW CITY OF LOMA LINDA STANDARDS & GUIDELINES (22,849 SF / 14.4% LANDSCAPE) REFER TO PLANTING LEGEND

PARKWAY AREAS TO FOLLOW CITY OF LOMA LINDA STANDARDS & GUIDELINES (8, 978 SF.) REFER TO PLANTING LEGEND

TURF-BLOCK (63, 916 SF.)

CLASS 2 BASE (55, 254 SF.)

EXISTING A.C. ASPHALT

EXISTING CONCRETE

NOTE: PLANTING QUANTITIES WILL BE FINALIZED DURING FINAL CONSTRUCTION DOCUMENTS PHASE.

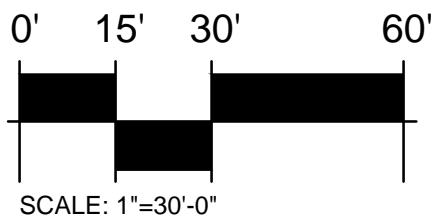
(SHRUBS & GROUNDCOVER PLANTS NOT SPECIFIED)

PROPOSED PLANT LEGEND

PLANT NAME	SIZE	WUCOLS	SPACING	QTY.
TREES				
Quercus ilex	36" BOX	L	PER PLAN	10
Holly Oak				
Platanus acerifolia	24" BOX	M	PER PLAN	10
London Plane Tree				
Lophostemon conferta	24" BOX	M	PER PLAN	27
Brisbane Box				
Lagerstroemia l. fauriei	15 GAL	M	PER PLAN	6
Tuscarora / Tuscarora Crape Myrtle				
SHRUBS				
Ligustrum jap. 'Texanum'	15 GAL	M	48" O.C.	
Japanese Privet				
Leucophyllum l. 'Green Cloud'	15 GAL	L	48" O.C.	
Texas Sage 'Green Cloud'				
Salvia g. 'Furman's Red'	5 GAL	L	36" O.C.	
Furman's Red Autumn Sage				
Lupinus excubitus	5 GAL	L	36" O.C.	
Grape Soda Lupine				
Callistemon 'Little John'	5 GAL	L	36" O.C.	
Dwarf Bottlebrush				
Hemerocallis hybrid	1 GAL	M	30" O.C.	
Evergreen Red Daylily	5 GAL	L	5" O.C.	
Agave attenuata	5 GAL	L	5" O.C.	
Foxtail Agave				
Abelia x grandiflora	15 GAL	M	36" O.C.	
Glossy Abelia				
Lantana montevidensis	5 GAL	L	36" O.C.	
Trailing Purple Lantana				
Hesperaloe parviflora	5 GAL	L	36" O.C.	
Red Yucca				
Dietes bicolor	1 GAL	M	30" O.C.	
Forthnight Lily				
Agave 'Blue Glow'	5 GAL	L	48" O.C.	
Blue Glow Agave				
Liriope muscari	1 GAL	M	30" O.C.	
Big Blue Leaf Turf				
Festuca mairei spp	1 GAL	M	18" O.C.	
Atlas Fescue				
Rhapiolepis spp.	15 GAL	L	48" O.C.	
Indian Hawthorne				
Clytostoma callistegiodes	15 GAL	M	N/A	
Lavender Trumpet Vine				
GROUNDCOVER				
Myoporum parvifolium	FLATS 4" O.C.	L		
Prostrate Myoporum				
Sedum spp.	FLATS 36" O.C.	L		
Stone Crop				
Vinca minor	FLATS 24" O.C.	M		
Periwinkle				



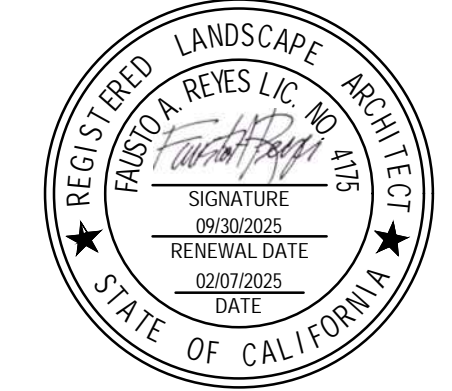
SITE PLAN



PROJECT NO'S.:
MDA-2024-0013;
DCA-2024-0003;
CUP-2024-0002;
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LandArq
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SUBMITTALS **DATE** **BY**

PROJECT DESCRIPTION

NURSERY AND STORAGE
26660 CITRUS AVE
LOMA LINDA, CA 92373

PREPARED FOR:

CITRUS 4.20 LLC
P.O. BOX 9716
REDLANDS, CA 92375

SHEET DESCRIPTION

PLANTING PLAN

DATE PREPARED: 02/07/2025
DRAWN BY: S.P.
DESIGNED BY: F.A.R.
CHECKED BY: F.A.R.
LA PROJECT NO.: 2024-936



1-800-227-2600



1-888-90-BELOW

L-2

Sheet 2 of 2

1. ALL GRADING TO BE DONE IN ACCORDANCE WITH THE CITY OF LOMA LINDA GRADING ORDINANCE.
2. THIS PLAN IS FOR GRADING PURPOSES ONLY. ISSUANCE OF A GRADING PERMIT BASED ON THIS PLAN DOES NOT CONSTITUTE APPROVAL OF DRIVEWAY LOCATIONS AND SIZES, PARKING LAYOUT, BUILDING LOCATION, WALL HEIGHTS AND LOCATIONS, OFFSITE DRAINAGE FACILITIES, OR OTHER ITEMS NOT RELATED DIRECTLY TO THE BASIC GRADING OPERATIONS.
3. A LETTER OF CERTIFICATION FROM THE ENGINEER--OF-WORK STATING THAT THE GRADING IS IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLAN AND THAT THE PAD AND FINISHED FLOOR ELEVATIONS ARE PER THE APPROVED PLAN, AND A COMPACTON REPORT FROM A SOILS ENGINEER ON ALL FILL AREAS ARE REQUIRED PRIOR TO ANY INSPECTIONS OR APPROVALS BY THE BUILDING DEPARTMENT ON THE BUILDING OR STRUCTURE'S FOUNDATION.
4. ALL WALLS SHOWN ON THESE PLANS SHALL BE APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT, ISSUED A SEPARATE PERMIT AND BE INSPECTED BY THE DEPARTMENT OF BUILDING AND SAFETY. THOSE WALLS SHOWN AS RETAINING WALLS SHALL BE SUPPORTED BY ENGINEERING CALCULATIONS AND DETAILS.
5. THE ENGINEER--OF-WORK SHALL BE NOTIFIED WHEN CONSTRUCTION HAS COMMENCED.
6. IN THE EVENT OF DISCREPANCIES AND/OR DEVIATIONS ARISING DURING CONSTRUCTION, THE ENGINEER--OF-WORK SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE DEPARTMENT OF PUBLIC WORKS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO ON-SITE, OFF-SITE, AND ADJACENT UTILITIES, FACILITIES, AND PROPERTIES.
8. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTY OWNERS FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONJUNCTION WITH CONSTRUCTION OF THESE GRADING PLANS.
9. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF PUBLIC WORKS (909) 799-4400 AT LEAST 24 HOURS PRIOR TO COMMENCING ANY WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. FOR THE LOCATION OF UNDERGROUND UTILITIES, OR FOR EMERGENCY ASSISTANCE CALL: USA THE GAS COMPANY GAS UNDERGROUND SERVICE ALERT THE CITY OF REDLANDS WATER VERIZON TELEPHONE THE CITY OF REDLANDS SEWER TIME--WARNER CABLE CABLE TV SOUTHERN CALIFORNIA EDISON ELECTRIC
11. ALL PROPERTY CORNER MONUMENTS SHALL NOT BE DISTURBED BY THE GRADING OPERATION AND RELATED WORK. ANY MONUMENT WHICH THE CONTRACTOR ANTICIPATES DISTURBING SHALL BE LOCATED AND REFERENCED BY A LICENSED SURVEYOR OR A CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. ALL MONUMENTS DISTURBED OR REMOVED SHALL BE RESET BY A LICENSED SURVEYOR, OR A CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING, AT THE CONTRACTOR'S EXPENSE.
12. THESE PLANS MAY BE SUBJECT TO REVIEW AND/OR REVISION BY THE CITY OF LOMA LINDA DEPARTMENT OF PUBLIC WORKS, IF CONSTRUCTION HAS NOT COMMENCED WITHIN 12 MONTHS FROM THE DATE OF APPROVAL BY THE DIRECTOR OF PUBLIC WORKS.

14. CULTURAL RESOURCES.

A. IF ARCHEOLOGICAL, PALEONTOLOGICAL AND/OR HISTORICAL RESOURCES ARE UNCOVERED DURING GROUND DISTURBING ACTIVITIES, ALL WORK IN THAT AREA SHALL CEASE IMMEDIATELY UNTIL WRITTEN CLEARANCE BY COUNTY PLANNING IS PROVIDED INDICATING THAT SATISFACTORY MITIGATION HAS BEEN IMPLEMENTED. A QUALIFIED EXPERT (E.G. ARCHEOLOGIST OR PALEONTOLOGIST), AS DETERMINED BY COUNTY PLANNING IN CONSULTATION WITH THE COUNTY MUSEUM SHALL BE HIRED TO RECORD THE FIND AND RECOMMEND ANY FURTHER MITIGATION. THE DEVELOPER SHALL IMPLEMENT ANY SUCH ADDITIONAL MITIGATION TO THE SATISFACTION OF COUNTY PLANNING.

B. IF HUMAN REMAINS ARE UNCOVERED DURING GROUND DISTURBING ACTIVITIES, THE SAN BERNARDINO COUNTY CORONER SHALL BE CONTACTED WITHIN 24 HOURS OF THE FIND. IF THE REMAINS OR CULTURAL ARTIFACTS ARE DETERMINED TO BE OF NATIVE AMERICAN ORIGIN, THE LOCAL NATIVE AMERICAN REPRESENTATIVE SHALL ALSO BE NOTIFIED.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE DRAWINGS.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY OF SAN BERNARDINO, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE SOUTH COAST AIR QUALITY MONITORING DISTRICT RELATING TO THE CONSTRUCTION OF THIS PROJECT FOR THE DURATION OF CONSTRUCTION ACTIVITIES, AS WELL AS THE FOLLOWING REQUIREMENTS:

- A. EXPOSED SOIL SHALL BE KEPT CONTINUALLY MOIST TO REDUCE FUGITIVE DUST DURING ALL GRADING AND CONSTRUCTION ACTIVITIES, THROUGH APPLICATION OF WATER SPRAYED A MINIMUM OF THREE TIMES EACH DAY DURING DRY WEATHER. WATERING, WITH COMPLETE COVERAGE OF DISTURBED AREAS, SHALL OCCUR AT LEAST THREE TIMES A DAY, PREFERABLY IN THE MID-MORNING, AFTERNOON, AND AFTER WORK IS DONE FOR THE DAY.
- B. THE CONTRACTOR SHALL ENSURE THAT TRAFFIC SPEEDS ON UNPAVED ROADS AND THE PROJECT SITE AREA ARE REDUCED TO 15 MILES PER HOUR OR LESS TO REDUCE PM10 AND PM2.5 FUGITIVE DUST HAUL ROAD EMISSIONS.
- C. ANY PORTION OF THE SITE TO BE GRADED SHALL BE PRE-WATERED TO A DEPTH OF THREE FEET PRIOR TO THE ONSET OF GRADING ACTIVITIES.
- D. DURING HIGH WIND CONDITIONS (I.E., WIND SPEEDS EXCEEDING 25 MPH), AREAS WITH DISTURBED SOIL SHALL BE WATERED HOURLY AND ACTIVITIES ON UNPAVED SURFACES SHALL CEASE UNTIL WIND SPEEDS NO LONGER EXCEED 25 MPH.
- E. ANY AREA THAT WILL REMAIN UNDEVELOPED FOR A PERIOD OF MORE THAN 30 DAYS SHALL BE STABILIZED USING EITHER CHEMICAL STABILIZERS AND/OR A DESERT WILDFLOWER MIX HYDROSEED ON THE AFFECTED PORTION OF THE SITE.
- F. STORAGE PILES THAT ARE TO BE LEFT IN PLACE FOR MORE THAN THREE WORKING DAYS SHALL BE SPRAYED WITH A NON-TOXIC BINDER, COVERED WITH PLASTIC OR REVEGETATED.
- G. IMPORTED FILL AND EXPORTED EXCESS CUT SHALL BE ADEQUATELY WATERED PRIOR TO TRANSPORT, COVERED DURING TRANSPORT, AND WATERED PRIOR TO UNLOADING ON THE PROJECT SITE.
- H. STORM WATER CONTROL SYSTEMS SHALL BE INSTALLED TO PREVENT OFF-SITE MUD DEPOSITION.
- I. ALL TRUCKS HAULING DIRT AWAY FROM THE SITE SHALL BE COVERED.
- J. CONSTRUCTION VEHICLE TIRES SHALL BE WASHED, PRIOR TO LEAVING PROJECT SITE.
- K. RUMBLE PLATES SHALL BE INSTALLED AT CONSTRUCTION EXITS FROM DIRT DRIVEWAYS.
- L. PAVED ACCESS DRIVEWAYS AND STREETS SHALL BE WASHED AND SWEEPED DAILY WHEN THERE ARE VISIBLE SIGNS OF DIRT TRACK-OUT.
- M. STREET SWEEPING SHALL BE CONDUCTED DAILY WHEN VISIBLE SOIL ACCUMULATIONS OCCUR ALONG SITE ACCESS ROADWAYS TO REMOVE DIRT DROPPED OR TRACKED-OUT BY CONSTRUCTION VEHICLES. SITE ACCESS DRIVEWAYS AND ADJACENT STREETS SHALL BE WASHED DAILY, IF THERE ARE VISIBLE SIGNS OF ANY DIRT TRACK-OUT AT THE CONCLUSION OF ANY WORKDAY AND AFTER STREET SWEEPING.

THE SOUTHWEST 1/4 OF LOT OR BLOCK 3 OF THE BARTON RANCH, AS PER
PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY
SUBJECT TO OTHER EXCEPTIONS OF RECORD PER DEED DOC# 2021-0372778

ALL PLANS TO BE COMPLIANT WITH 2022 CALIFORNIA BUILDING CODES AS WELL AS THE LOMA LINDA MUNICIPAL CODE.

0292-152-31
4.2 ACRES
182,952 SQ. FT.

CITRUS 4.20 LLC P.O.
BOX 9716
LOMA LINDA, CA. 92375

SOILS SOUTHWEST, INC.
897 VIA LATA, SUITE N
COLTON, CA. 92324
PH. (909) 370-0474
FAX (909) 370-3156
PROJECT NO. 15008-F
MAY 13, 2015

FLOOD ZONE AO
FEMA MAP NO. 06071C8711H
AUGUST 28, 2008

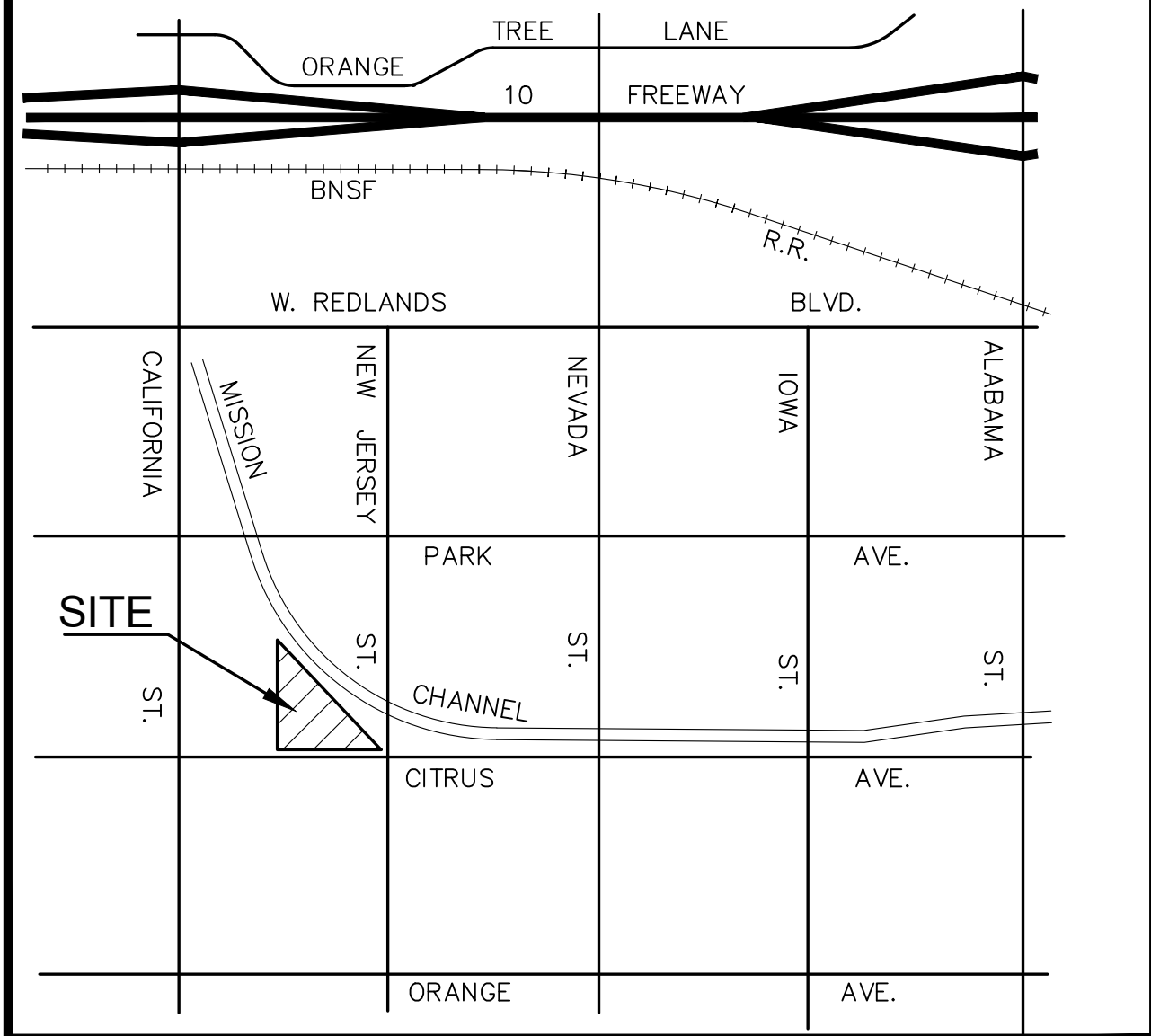
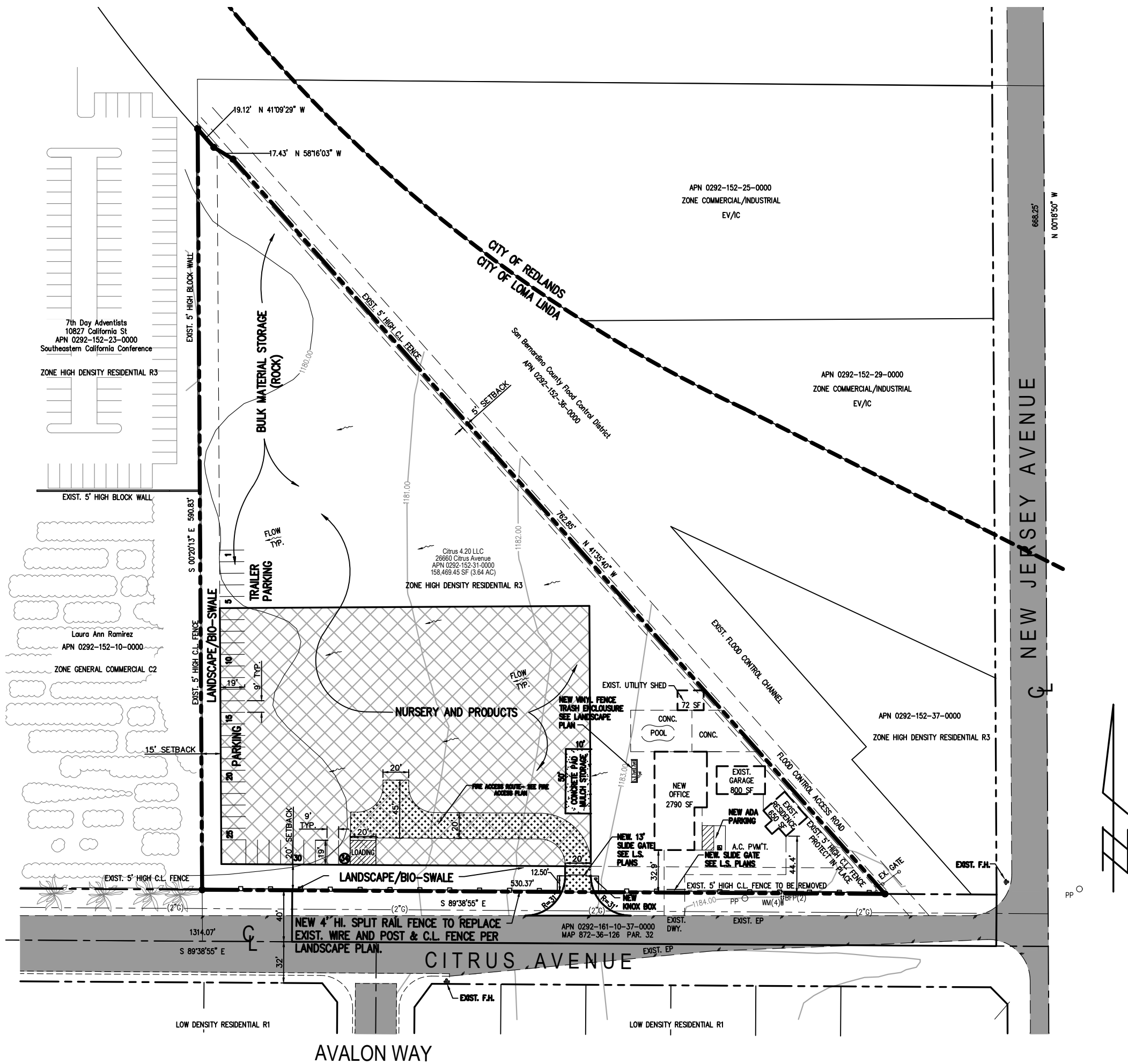
ASSESSORS MAP NO 0292-152
NOT TO SCALE

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

THE LOCATION AND ELEVATION OF EXISTING PIPELINES AND UTILITIES SHOWN ON THESE PLANS ARE APPROPRIATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION AND ELEVATION OF THE PIPELINES AND UTILITIES PRIOR TO ANY GRADING OR CONSTRUCTION NEAR EXISTING PIPELINES AND UTILITIES

UNDERGROUND SERVICE ALERT
48 HOURS PRIOR TO EXCAVATION
TELEPHONE NO. : 811

IN THE CITY OF
LOMA LINDA, CALIFORNIA
NOVEMBER 5, 2024

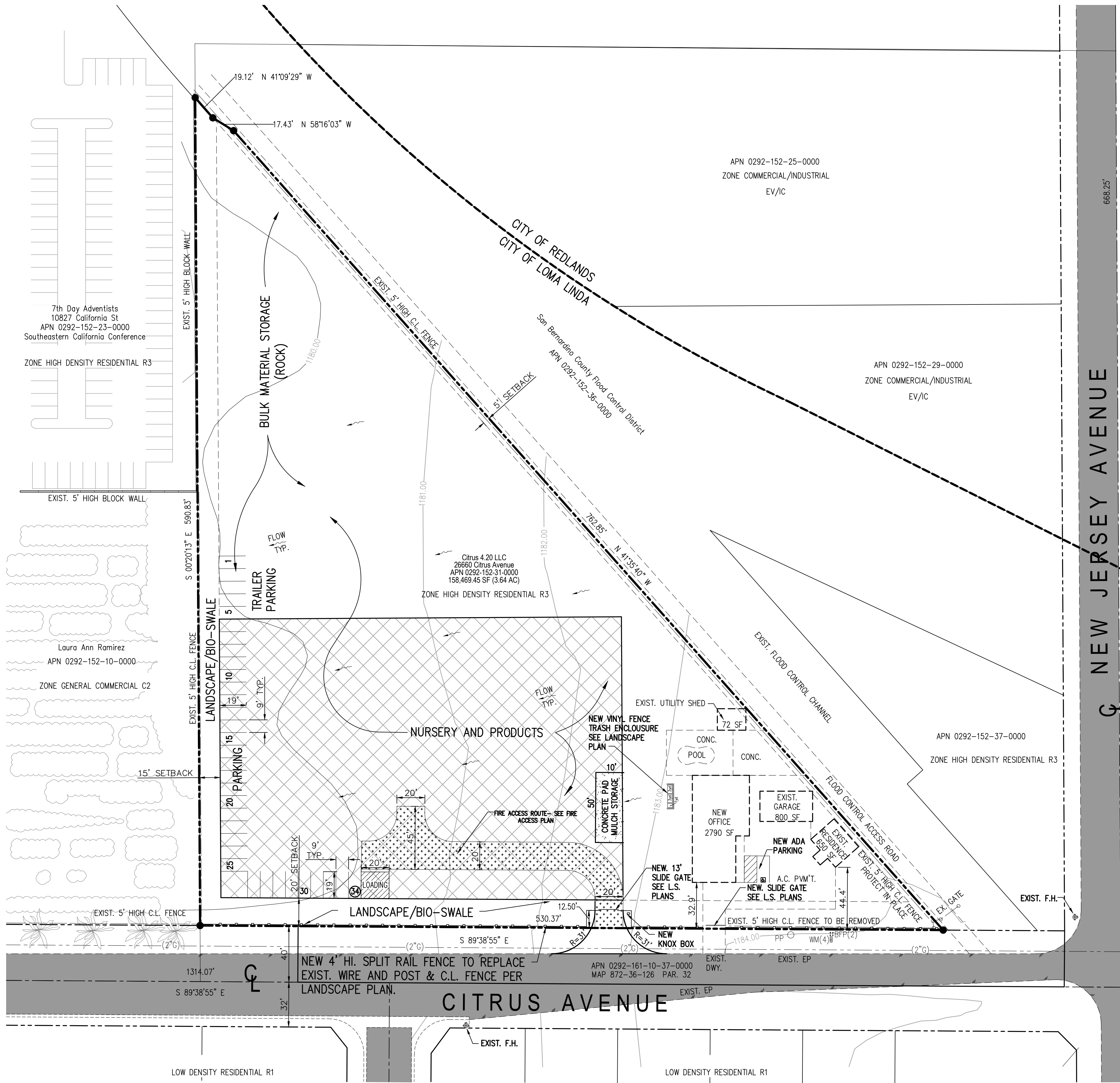


NOT TO SCALE

HP	HIGH POINT
FL	FLOW LINE
GFF	GARAGE FINISH FLOOR
PAD	PAD ELEVATION
FF	FINISH FLOOR ELEVATION
TW	TOP OF WALL
TF	TOP OF FOOTING
GB	GRADE BREAK

SHEET C-1 PRECISE GRADING TITLE SHEET
SHEET C-2 PRECISE GRADING PLAN

[illegible]



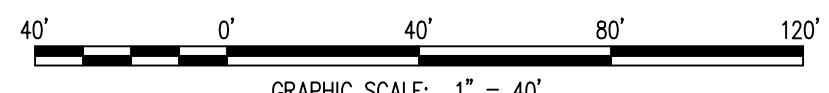
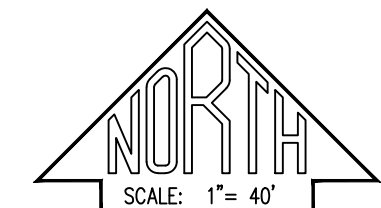
LEGEND:

- TURF BLOCK TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS WITH A TOTAL WEIGHT OF 75,000 POUNDS.
- FIRE ACCESS ROUTE 150' MIN. LENGTH, 20' WIDE MIN.
- EXISTING A.C. PAVEMENT




NOTES:

PLANS WILL COMPLY WITH 2022 CALIFORNIA BUILDING CODES AS WELL AS THE LOMA LINDA MUNICIPAL CODE.

PLANS WILL COMPLY WITH THE LOMA LINDA CONNECTED COMMUNITY PROGRAM (LLCCP) REQUIREMENTS. PROJECT SHALL BE EQUIPPED WITH CITY'S NEW FIBER-OPTICS INTERFACE AND COPPER CABLING. PLANS FOR THE LOCATION OF THE INFRASTRUCTURE SHALL BE PROVIDED WITH THE PRECISE GRADING PLANS AND REVIEWED AND APPROVED BY THE CITY OF LOMA LINDA PRIOR TO ISSUING GRADING PERMITS. PLEASE CONTACT (909) 799-2806 FOR QUESTIONS REGARDING PLANNING, TECHNICAL SPECIFICATIONS, OR NETWORK OPERATIONS WITH LLCCP. FOR MORE INFORMATION, GO TO: <https://www.lomalindaca.gov/llccp>



PROJECT No's
MDA-2024-0013; DCA-2024-0003; CUP-2024-0002; PPD-2024-0004

<div><div><div>Underground Service Alert</div><div><div>Call: TOLL FREE 811</div><div>TWO WORKING DAYS BEFORE YOU DIG</div></div></div></div>	<div><div>BENCHMARK</div></div>	<div><div></div></div>	<div><div>PREPARED BY:</div><div><div><div>CIVIL ENGINEERING, LAND SURVEYING AND BUILDING DESIGN</div><div>413 MACKAY DRIVE SAN BERNARDINO, CA. 92408 PH. (909) 384-7464 FAX (909) 384-7475</div></div></div><div><div>DAVID B. RAGLAND RCE No. 35985.</div><div>DATE</div></div></div>	<div><div>FIELD BOOK REF.</div><table><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table><div><div>MARK</div><div>REVISIONS</div><div>APPR</div><div>DATE</div></div></div>																																													<div><div><div>CITY OF LOMA LINDA DEPARTMENT OF PUBLIC WORKS</div><div><div>DESIGNED BY GDA</div><div>DRAWN BY GDA</div><div>CHECKED BY DBR</div><div>APPROVED BY:</div></div><div><div>DIRECTOR OF PUBLIC WORKS</div><div>DATE</div></div></div></div>	<div><div>PRELIMINARY GRADING PLAN</div><div><div>CITRUS NURSERY AND STORAGE 26660 CITRUS AVENUE LOMA LINDA, CALIFORNIA 923373</div></div></div>	<div><div>W.O. NO.</div><div>ROAD NO.</div><div>FILE NO.</div><div>SHEET C-2 OF 2</div></div>



City of Loma Linda

25541 Barton Road, Loma Linda, CA 92354 ☎ (909) 799-2830 📠 (909) 799-2894

Community Development Department

CONDITIONS OF APPROVAL

PROJECT DESCRIPTION: Master Development Application No. 2024-0016, Development Code Amendment No. 2024-0003, Conditional Use Permit 2024-0003, and Precise Plan of Design No. 2024-0004 – A request to operate a wholesale nursery on a 4.2 acre developed site, with improvements, located at 26660 Citrus Avenue, within the High Density Residential (R-3) Land Use Designation and Zoning District (APN:0292-152-31).

PLANNING DIVISION (909) 799-2827

General

1. The project shall be constructed and operated in accordance with the authorized use as described in the approval application materials and plans provided to the City Council.
2. Within two (2) years of this approval, the project shall be exercised by substantial construction, or the permit/approval shall become null and void. In addition, if after commencement of construction, work is discontinued for a period of one year, the permit/approval shall become null and void.

PROJECT CASE NUMBERS

EXPIRATION DATE

Master Development Application No. 2024-0015
Development Code Amendment No. 2024-0003
Conditional Use Permit No. 2024-0003
Precise Plan of Design No. 2024-0004

TBD

3. The review authority may, upon application being filed 30 days prior to the expiration date and for good cause, grant a one-time extension not to exceed 12 months. The review authority shall ensure that the project complies with all current Development Code provisions.
4. The Applicant shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals

granted herein, including without limitation the conditions of approval. Furthermore, the Applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity.

5. In the event that this approval is legally challenged, the City will promptly notify the Applicant of any claim or action and will cooperate fully in the defense of the matter. Once notified, the Applicant agrees to defend, indemnify, and hold harmless the City, their affiliates, officers, agents and employees from any claim, action or proceeding against the City of Loma Linda. The Applicant further agrees to reimburse the City of any costs and attorney's fees, which the City may be required by a court to pay as a result of such action, but such participation shall not relieve the Applicant of his or her obligation under this condition.
6. During the lifetime of the permit, the Applicant must comply with all applicable laws and regulations of every local, state, and federal entity; and all such requirements and enactments will be incorporated by reference as conditions of this permit. The duty of inquiry as to such requirements and any amendments thereto will be upon the Applicant and his or her transferees or successor in interest.
7. The Applicant and property owner, including successors, shall be responsible for compliance with all the Conditions of Approval, mitigations, and any recommendations contained in any submitted and approved technical report at his/her sole cost and expense, subject to review and approval of the City of Loma Linda.
8. Violation of any term, condition, or project description relating to this approval is unlawful, prohibited, and a violation of the Loma Linda Municipal Code. The City reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings, or after notice and public hearing, to revoke the approval or alter these conditions if it is found that there is a violation of any of the conditions or provisions in the Municipal Code, or the project operates as or causes a public nuisance. This provision is not intended to, nor does it, limit in any manner whatsoever the ability of the City to take appropriate enforcement actions without regard to whether any public hearings are conducted.
9. A copy of the Action (approval) Letter and Conditions shall be signed by the Applicant, attached to each set of permit plans submitted to the appropriate City department for the project, and made available at the project job site at all times.
10. Construction shall be in substantial conformance with the plan(s) approved by the Planning Commission and/or City Council. Minor modification to the plan(s) shall be subject to approval by the Director through a minor administrative variation process. Any modification that exceeds 10% of the following allowable measurable design/site considerations shall require the refilling of the original application and a subsequent hearing by the appropriate hearing authority if applicable. Modifications may

include:

- a. On-site circulation and parking, loading and landscaping;
 - b. Placement and/or height of walls, fences and structures;
 - c. Reconfiguration of architectural features, including colors, and/or modification of finished materials that do not alter or compromise the previously approved theme; and,
 - d. A reduction in density or intensity of a development project.
11. No vacant, relocated, altered, repaired or hereafter erected structure shall be occupied or no change of use of land or structure(s) shall be inaugurated, or no new business commenced as authorized by this permit until a Certificate of Occupancy has been issued by the Building Division. A Temporary Certificate of Occupancy may be issued by the Building Division subject to the conditions imposed on the use, provided that a deposit is filed with the Community Development Department prior to the issuance of the Certificate, if necessary. The deposit or security shall guarantee the faithful performance and completion of all terms, conditions and performance standards imposed on the intended use by this permit.
12. This approval is subject to all the applicable provisions of the Loma Linda Municipal Code, Title 17 in effect at the time of approval, and includes development standards and requirements relating to: dust and dirt control during construction and grading activities; emission control of fumes, vapors, gases and other forms of air pollution; glare control; exterior lighting design and control; noise control; odor control; screening; signs, off-street parking and off-street loading; and, vibration control. Any exterior structural equipment, or utility transformers, boxes, ducts or meter cabinets shall be architecturally screened by wall or structural element, blending with the building design and include landscaping when on the ground.
13. Signs are not approved as a part of this permit. Prior to establishing any new signs, the Applicant shall submit an application, and receive approval, for a sign permit from the Planning Division (pursuant to LLMC, Chapter 17.18) and a building permit for construction of the signs from the Building Division, as applicable.
14. Any proposed walls, fence, trash enclosure, and/or other accessory structures, will require a separate review and permit from the Planning and Building and Safety Divisions. Submit these above-mentioned applications during Plan Check.
15. All graffiti and other forms of vandalism shall be promptly removed and/or repaired within forty-eight hours of notification.
16. The Applicant shall comply with all existing and future CARB and SCAQMD regulations related to diesel-fueled trucks, which may include among others: (1) meeting more stringent emission standards; (2) retrofitting existing engines with particulate traps; (3) use of low sulfur fuel; and (4) use of alternative fuels or equipment.

17. If applicable, prior to the issuance of grading, landscape and/or building permits, the Applicant shall submit funds to cover the cost of mitigation monitoring by City and/or condition compliance fees in effect for the City of Loma Linda as well as any other public agency having jurisdiction over the project in effect at the time.
18. All applicable fees shall be paid to the City of Loma Linda prior to the issuance of any building and/or construction permits.
19. Truck deliveries shall only occur between the hours of 3:30pm to 6:00pm.
20. The Wholesale Nursery shall not be intended to be accessed by the public.
21. The existing 650 SF residence and existing 800 SF garage shall remain as existing.
22. Per State Law, the applicant shall have an enclosure that shall fit a minimum of three three-yard bins for trash, recycling, and organics. Proper signage of the three bins shall be provided on the door of the enclosure. Please reach out to CR&R for any questions on this requirement.

Landscaping

23. During the Plan Check process, the Applicant shall submit three sets of any final landscape plan(s) prepared by a state licensed Landscape Architect, subject to the approval of the Community Development Department, and Public Works Department for landscaping in the public right-of-way. Landscape plans for any Landscape Maintenance District shall be on separate plans.
24. The Final Landscape Plans shall confirm to the City's landscape regulation and the State Model Water Efficient Landscape Ordinance, as adopted by the City (LLMC, Ch. 13).
25. Landscape plans shall depict the utility laterals, concrete improvements, and tree locations. Any modifications to the landscape plans shall be reviewed and approved by the Public Works and Community Development Departments prior to issuance of permits.
26. Final landscape and irrigation plans shall be in substantial conformance with the approved preliminary landscape plan and the conditions of approval including areas of public right-of-way. Any and all fencing or walls, existing and proposed, shall be illustrated on the final landscape plan.
27. For a lifetime of this permit, the Applicant must allow a 14-foot vehicular path clearance at all times.
28. The Applicant shall maintain the property and landscaping in a clean and orderly manner and all dead and dying plants shall be replaced with similar or equivalent type and size of vegetation.

BUILDING AND SAFETY DIVISION (909) 799-2836

29. Upon approval, the Applicant submit plans on the City's Online Permit Portal to the Building and Safety Division's Plan Check process. Plans must comply with the adopted 2022 California Building and Fire Code. The online permitting system can be accessed by the following link: <https://cityoflomalandaca-energovweb.tylerhost.net/apps/selfservice#/home>
30. If applicable, the applicant shall submit the structural calculations and Title 24 plans.
31. Applicant shall submit tenant improvement plans for the conversion of the residential structure to an official office for the nursery operation, and shall also apply for a demo permit via the online permitting system. Plans for the ADA parking and the path of travel shall be shown on the tenant improvement plans.
32. Disabled access parking shall be located on the shortest accessible route.
33. The Applicant shall comply with the LLMC, Chapter 17.24.310 and the California Green Building Standard Code, Section 5.106 to reduce light pollution.
34. If applicable, photometric lighting plan will be required to show staff the exact locations of light poles, proposed orientation, and shielding of the fixtures to prevent glare onto adjacent properties.
35. During construction of the site, the project shall comply with Section 9.20 (Prohibited Noises) which limit construction activities to the hours between 7:00 a.m. to 8:00 p.m. Monday through Friday, with no heavy construction occurring on weekends or national holidays. Additionally, all equipment is required to be properly equipped with standard noise muffling apparatus. Adhering to the City's noise ordinance would ensure impacts from construction noise would be less than significant.
36. The Applicant shall implement SCAQMD Rule 403 and standard construction practices during all operations capable of generating fugitive dust, which will include but not be limited to the use of best available control measures and reasonably available control measures such as:
 - a. Water active grading areas and staging areas at least twice daily as needed.
 - b. The Applicant shall ensure that all disturbed areas are treated to prevent erosion until the site is constructed upon.
 - c. The Applicant shall ensure that landscaped areas are installed as soon as possible to reduce the potential for wind erosion.
 - d. Suspend grading activities when wind gusts exceed 25 mph;
 - e. Sweep public paved roads if visible soil material is carried off-site;
 - f. Enforce on-site speed limits on unpaved surface to 15 mph; and
 - g. Discontinue construction activities during Stage 1 smog episodes.

37. The Applicant shall work with the City's franchised solid waste hauler (CR&R) to follow a debris management plan to divert the material from landfills by the use of separate recycling bins (e.g., wood, concrete, steel, aggregate, glass) during demolition and construction to minimize waste and promote recycle and reuse of the materials.
38. To reduce emissions, all equipment used in grading and construction must be tuned and maintained to the manufacturer's specification to maximize efficient burning of vehicle fuel.
39. The operator shall maintain and effectively utilize and schedule on-site equipment in order to minimize exhaust emissions from truck idling.
40. The Applicant shall ensure that existing power sources are utilized where feasible via temporary power poles to avoid on-site power generation during construction.
41. The Applicant shall ensure that construction personnel are informed of ride sharing and transit opportunities.
42. The Applicant shall obtain a demolition permit for the removal of the existing pool.
43. The City enforces the State of California provisions of the California Building Code disabled access requirements. The Federal ADA standards differ in some cases from the California State requirements. It is the building owner's responsibility to be aware of those differences and comply accordingly.

INFORMATION SYSTEMS (IT) DEPARTMENT (909) 799-2411

44. If applicable, the Applicant shall provide infrastructure for the Loma Linda Connected Community Program, which includes providing a technologically enabled development that includes coaxial, cable and fiber optic lines to all outlets in each unit of the development. Plans for the location of the infrastructure shall be provided with the submittal, which includes providing a technologically enabled development that includes coaxial, cable, and fiber optic lines to all outlets in each unit of the development. Plans for the location of the infrastructure shall be provided with the precise grading plans and reviewed and approved by the City of Loma Linda prior to issuing grading permits.

FIRE DEPARTMENT (909) 799-2853

45. All construction shall meet the requirements of the 2022 California Building Code (CBC) and the California Fire Code (CFC)/International Fire Code (IFC) as adopted and amended by the City of Loma Linda and legally in effect at the time of issuance of building permit.
46. CFC Chapter 33 shall be maintained at all times during construction/demolition.

47. NASFM Construction Fire Safety training for PM and site supervisors.
48. Builder must submit the fire safety and prevention plan to AHJ for authorization prior to starting work.
49. NASFM Construction Fire Safety training for PM and site supervisors.
50. No lumber drops until fire underground is installed and tested, and fire department access points and road have been established.
51. Deferred submittals for a NFPA 13 sprinkler system (For any new proposed buildings).
52. A Fire Department access and water plan is required to be submitted and approved prior to entitlement.
53. Illuminated address for each structure per LLMC 15.28.190 section 505.1.
54. If applicable, a new address will be assigned by the fire department once the project is approved.
55. B-107.2 Specifics: Any development within the City of Loma Linda that consists of more than a single structure on a commercially developed site; multiple floor commercial structures; multi-family commercial residences or fire flow requirements in excess of 2000 gpm will require a two point of connection full looped fire supply to the development. All required onsite fire hydrants will be supplied from this looped system and will be private to the development. When there are practical difficulties involved in carrying out the provisions of this ordinance the Fire Code Official is authorized to grant modifications for individual cases on application in writing by the owner or a duly authorized representative. The code official shall first find that a special reason makes enforcement of the strict letter of the ordinance impractical, and any modification or change does not lessen any fire protection requirements. If so changes or modifications may be approved by the Fire Code Official or Fire Chief.
56. 509.3 Access to equipment in multi-unit buildings. When automatic fire sprinkler systems or fire alarm systems are installed in buildings constructed for multiple tenants and these systems protect multiple tenant spaces, the main controls and control appurtenances, such as risers, fire alarm control panels, and valves for such systems, shall be located in an attached or included room or an approved weather-resistant enclosure with at least one exterior access door of not less than 3'-0" by 6'-8".
57. Provide locations and sizes of building addresses on the exterior elevation plan.
58. Provide Knox box locations on exterior elevation plan.
59. Provide Knox key switch system if the complex will have an exterior access gate.

60. For all notes, guidelines and FD apparatus specifications for plan submittal: http://www.lomalindaca.gov/our_city/departments/fire/fire_prevention/fire_plan_check_application

PUBLIC WORKS DEPARTMENT (909) 799-4407

61. Prior to issuance of a grading permit, the Applicant must submit improvement plans on 24" x 36" sheets having the City's standard signature blocks. All plans must be drawn in ink and must be signed by a California State Registered Civil Engineer at the time of first submittal. Applicant must submit improvement plans for the entire project as one package and must include all project improvements shown on the approved project exhibits and those to be designed per these Conditions. Piecemeal submittal of plans is not acceptable. Plans and studies must be signed by a California State Registered Civil Engineer at the time of first submittal. This package must include all supporting studies.
62. The precise grading plan with hydrology study, hydraulic calculations, and soils report for the project shall be approved by the City of Loma Linda Public Works Department prior to issuance of any building permits.
63. The Applicant shall comply with all of the Public Works Department requirements for recycling prior to issuance of a Certificate of Occupancy.
64. The Applicant shall certify the existing septic system on site for functionality. The applicant shall submit the certification to the City Engineer.
65. The Applicant shall submit final grade certifications, by the grading engineer, to the Public Works Department prior to issuance of any Certificate of Occupancy.
66. Any damage to existing improvements as a result of this project shall be repaired by the Applicant to the satisfaction of the City Engineer.
67. National Pollutant Discharge Elimination System (NPDES) requirements apply, including Stormwater Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP).
68. Prior to issuance of grading permits, the Applicant shall submit to the City Engineer a Notice of Intent (NOI) to comply with obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit from the State Water Resources Control Board. Evidence that this has been obtained (i.e., a copy of the Waste Dischargers Identification Number) shall be submitted to the City Engineer for coverage under the NPDES General Construction Permit.
69. The project shall comply with the Low Impact Development (LID) Principles and LID Best Management Practices (BMPs) for Southern California.

70. The Applicant shall require that all construction equipment is properly maintained with operating mufflers and air intake silencers and prioritizes the location of equipment staging and storage as far as practical from the existing residential unit south of the site, respectively.
71. The Applicant shall comply with City adopted policies and ordinance regarding the reduction of construction and demolition (C&D) materials, including a required solid waste management plan. Coordinate with Public Works.
72. Landscape and Irrigation Plan shall be submitted to the Community Development and Public Works Department for review and approval during the Plan Check process.
73. Public utility easements, if new utilities are installed, shall be dedicated to cover all utilities either by map or separate document.
74. If applicable provide Utility Plan during the Plan Check process. Indicate the utilities and design improvements such that all existing and proposed utilities are underground and meeting city specifications, including location, distance and separation requirements, and away from driveways and trees.
75. The Applicant shall pay for the relocation of any power poles or other existing public utilities as necessary.
76. All fire hydrants and their distribution mains shall be made part of the Public System.
77. If applicable, water mains, fire hydrants, services and meters shall be sized and installed to City of Loma Linda standards and as shown on the approved utility plans for the development. These utilities shall be public and constructed within public right-of-way or public utility easements. Submit plans for review and approval during Plan Check.
78. Improvement plans shall include all connections and locations to the City mains for on-site irrigation, including all meter and backflow prevention devices.
79. Any abandoned wells on the property or similar structures shall be destroyed in a manner approved by the Public Works Department in accordance with the State of California Department of Health Services or other appropriate oversight agency.
80. Should future/subsequent project construction require soil excavation or filling in certain areas, soil sampling may be required. If soil is contaminated, it must be properly disposed. Land Disposal Restrictions (LDRs) may be applicable to such soils. Soil sampling shall also be conducted on any imported soil.
81. The Applicant shall comply with the prevailing City standards and requirements at the time of construction.
82. Comply with state law regarding waste management and the City's Refuse Collection,

Recycling and Disposal Ordinance.

SAN BERNARDINO COUNTY FLOOD CONTROL**Flood Control Planning/Water Resources/Operations Support Division (Michael Fam, Engineering Manager, (909) 387-8120):**

83. According to the most recent Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Panel 06071C8711H, dated August 28, 2028, the project parcel lies within Zone A and AO.
84. If any encroachment on District's right-of-way is anticipated, a permit shall be obtained from the District's Operations Division, Permits/Operations/Support Section. Other on-site or off-site improvements may be required which cannot be determined at this time. The February 2013 Comprehensive Storm Drain Plan No. 4, prepared by the District's Planning Division, be utilized in the design of drainage facilities. Other on-site or off-site improvements may be required which cannot be determined at this time and would have to be reviewed after more complete improvement plans and drainage analysis have been submitted to this office.
85. A 6-foot block wall, chain link fence, or other Flood Control District approved barrier shall be constructed along the Flood Control District's right-of-way adjacent to the west of this site.
86. The proposed Project may affect storm drains in and around the site. When planning for or altering existing or future storm drains, the Project will be subject to the San Bernardino County's Comprehensive Storm Drain Plan (CSDP) No. 4, dated February 2013. It is to be used as a guideline for drainage in the area and is available in the County's Flood Control District offices. Any revision to the drainage should be reviewed and approved by the jurisdictional agency in which the revision occurs (city).
87. The District's right-of-way and facilities (3-501-1C Morrey Arroyo) are located adjacent to the proposed Project area. Any encroachments including, but not limited to, access for grading, utility crossings, landscaping, fencing/block wall construction on the District's right-of-way or facilities will require a permit from the District prior to start of construction. Please contact the San Bernardino County Flood Control Permit Section at (909) 387- 7995 for further information regarding this process.

Permits/Operations Support Division (Johnny Gayman, Engineering Manager, (909)387- 7995):

88. The proposed Project is located adjacent to a District's Facility. As noted in No. 7 above, an encroachment permit may need to be obtained if any work occurs within District right-of-way. If you have any questions regarding this process, please contact the District's Permit Section at (909) 387-7995.

END OF CONDITIONS

Applicant Statement

I have read and accept responsibility for the Conditions of Approval. I agree to abide by and conform to the Conditions of Approval and the provisions of the Loma Linda Municipal Code pertaining to the project.

Printed Name of Applicant

Signature of Applicant

Date



TECHNICAL MEMORANDUM

TO: City of Loma Linda

FROM: Bryan Crawford, Giancarlo Ganddini | GANDDINI GROUP, INC.

DATE: September 10, 2024

SUBJECT: Transportation Screening Assessment for the Citrus Avenue Commercial Nursery Project
Project No. 19761

Ganddini Group, Inc. is pleased to provide this Transportation Screening Assessment for the proposed Citrus Avenue Commercial Nursery Project. The purpose of this screening assessment is to provide a preliminary assessment of the proposed project's potential to cause transportation impacts relating to level of service (LOS) based on City-established performance standards or vehicle miles traveled (VMT) impacts based on California Environmental Quality Act (CEQA) requirements. We trust the findings of this analysis will aid you and the City of Loma Linda in assessing the project.

PROJECT DESCRIPTION

The 4.2-acre project site is located at 26660 Citrus Avenue in the City of Loma Linda, California. The project site is currently occupied by a residential structure and three ancillary structures, and currently zoned R-3 intended for the development of multi-family residential units. The proposed project involves temporary use of the property as a wholesale commercial nursery with access to the nursery parking lot via a gated driveway off Citrus Avenue, west of the existing structures. The existing 2,790 square foot residential structure will remain and be used as an office, with the existing 72 square foot shed, 800 square foot garage, and 650 square foot secondary residence to remain and accessible via the existing driveway to Citrus Avenue. Figure 1 shows the project location map. Figure 2 illustrates the project site plan.

The project site will be open to the public by appointment only. It will be open Monday to Friday from 5:30 AM to 6:30 PM, closed on Saturday, and "as needed" on Sunday.

The proposed project anticipates five full-time employees, eight office staff, and ten maintenance supervisor workers.

PROJECT TRIP GENERATION

Table 1 shows the project trip based upon trip generation rates obtained from the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (11th Edition, 2021). Based on review of the ITE land use descriptions, trip generation rates for nursery (wholesale) (ITE Land Use Code 818) were determined to adequately represent the proposed project and were used for calculating the project trip generation forecast. The project trip generation forecast was determined by multiplying the trip generation rates by the land use quantity.

The ITE trip generation rates have been used to account for trips generated by customers. Although ITE rates already include trips generated by employees, additional trip generation estimates for employees were added

to the ITE trip generation estimate to provide a conservative analysis based on project specific employment information. Furthermore, no trip generation credit was applied for existing uses that may be displaced.

As shown in Table 1, the proposed project is forecast to generate approximately 87 daily trips, including 12 trips during the AM peak hour and 14 trips during the PM peak hour.

MEASURE V/LEVEL OF SERVICE (LOS) REQUIREMENTS

The City of Loma Linda's Measure V is a voter-approved slow growth initiative that establishes six principles of managed growth applicable to all new development in the City. Measure V, Section II.1.F – PRINCIPLE SIX, establishes that all new development projects shall assure traffic levels of service are maintained at a minimum of Level of Service C throughout the City, except where the current level is lower than Level of Service C. At locations where the Level of Service is below Level of Service C, the project shall be required to provide improvements that maintain Levels of Service that are no worse than those existing at the time an application for development is filed.

Historically, the threshold for determining the need to perform LOS analysis has been based on a 50 peak hour trip threshold, as established by the County of San Bernardino Congestion Management Plan (CMP) traffic impact analysis guidelines traditionally used by the City of Loma Linda for preparation of traffic studies within its jurisdiction. Intersections are typically included in the study area if a project is forecast to contribute 50 or more trips to the intersection during the AM or PM peak hours. LOS analysis is typically not required at intersections where a project is forecast to contribute fewer than 50 peak hour trips as the project's share of capacity is nominal and would not appreciably affect LOS operations. Therefore, the 50 peak hour trip threshold for study area identification has traditionally been used for purposes of establishing Measure V compliance as projects generating trips below this threshold would have a negligible effect on intersection LOS.

Since the proposed project is forecast to generate fewer than 50 trips during the AM and PM peak hours, conservatively excluding credit for trips generated by the existing use that will be displaced (thus potentially reducing the net trip generation), the proposed project would not reduce LOS operations and would thus comply with the City of Loma Linda Measure V requirements.

VEHICLE MILES TRAVELED (VMT) ANALYSIS

As the City of Loma Linda has not established VMT guidelines at this time, the project VMT impact has been assessed in accordance with guidance from the County of San Bernardino *Transportation Impact Study Guidelines* (July 9, 2019) ["County VMT Guidelines"]. The County VMT Guidelines provide screening thresholds for certain types of projects that may be presumed to cause a less than significant VMT impact based on recommendations provided in the Office of Planning and Research (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA* (State of California, December 2018) and additional substantial evidence documented in the City's VMT guidelines.

The County VMT Guidelines provide the following three screening steps: 1) Project Type Screening; 2) Transit Priority Area Screening; and 3) Low VMT Area Screening. A project need only satisfy one screening step.

Project Type Screening

Some project types have been identified as having the presumption of a less than significant impact as they are local serving by nature, or they are small enough to not warrant assessment. They are as follows:

- K-12 schools
- Local-serving retail less than 50,000 square feet
- Local parks
- Day care centers
- Local serving gas stations
- Local serving banks
- Student housing projects
- Local serving community colleges that are consistent with the assumptions noted in the RTP/SCS
- Projects generating less than 110 daily vehicle trips. This generally corresponds to the following “typical” development potentials:
 - 11 single family housing units
 - 16 multi-family, condominiums, or townhouse housing units
 - 10,000 square feet of office
 - 15,000 square feet of light industrial
 - 63,000 square feet of warehousing
 - 79,000 square feet of high cube transload and short-term storage warehouse
 - 12 hotel rooms

Since the proposed project consists of a wholesale nursery projected to generate less than 110 daily trips, the proposed project satisfies the project type screening criteria, as established by the County of San Bernardino, and can be presumed to result in a less than significant VMT impact.

Transit Priority Area (TPA) Screening

Projects located within a TPA (half mile area around an existing major transit stop or an existing stop along a high-quality transit corridor) may be presumed to have a less than significant impact absent substantial evidence to the contrary.

Based on the San Bernardino County Transportation Authority (SBCTA) VMT Screening Tool, the project site is not located within a TPA; therefore, this screening criteria does not apply.

Low VMT Area Screening

Projects located within a low VMT generating area may be presumed to have a less than significant impact absent substantial evidence to the contrary.

The SBCTA VMT Screening Tool was used assess low VMT area screening for the project. The SBCTA VMT Screening Tool was developed using the SBTAM travel forecasting model to measure VMT performance for individual jurisdictions and for individual traffic analysis zones (TAZs) within the SBCTA region. TAZs are geographic polygons similar to census block groups used to represent areas of homogenous travel behavior. Total daily VMT per service population was estimated for each TAZ. This presumption may not be appropriate if the project land uses would alter the existing built environment in such a way as to increase the rate or length of vehicle trips.

The proposed project is consistent with existing land uses in the TAZ since the proposed project is a nursery, and there does not appear to be anything unique about the project that would otherwise be mis-represented utilizing the data from the SBCTA VMT Screening Tool. In accordance with the County VMT Guidelines, a low VMT area is defined as a TAZ where the total daily Origin/Destination VMT per service population is 4 percent

below the County of San Bernardino regional average total daily Origin/Destination VMT per service population. Exhibit A shows the SBCTA VMT Screening Tool results for the project site.

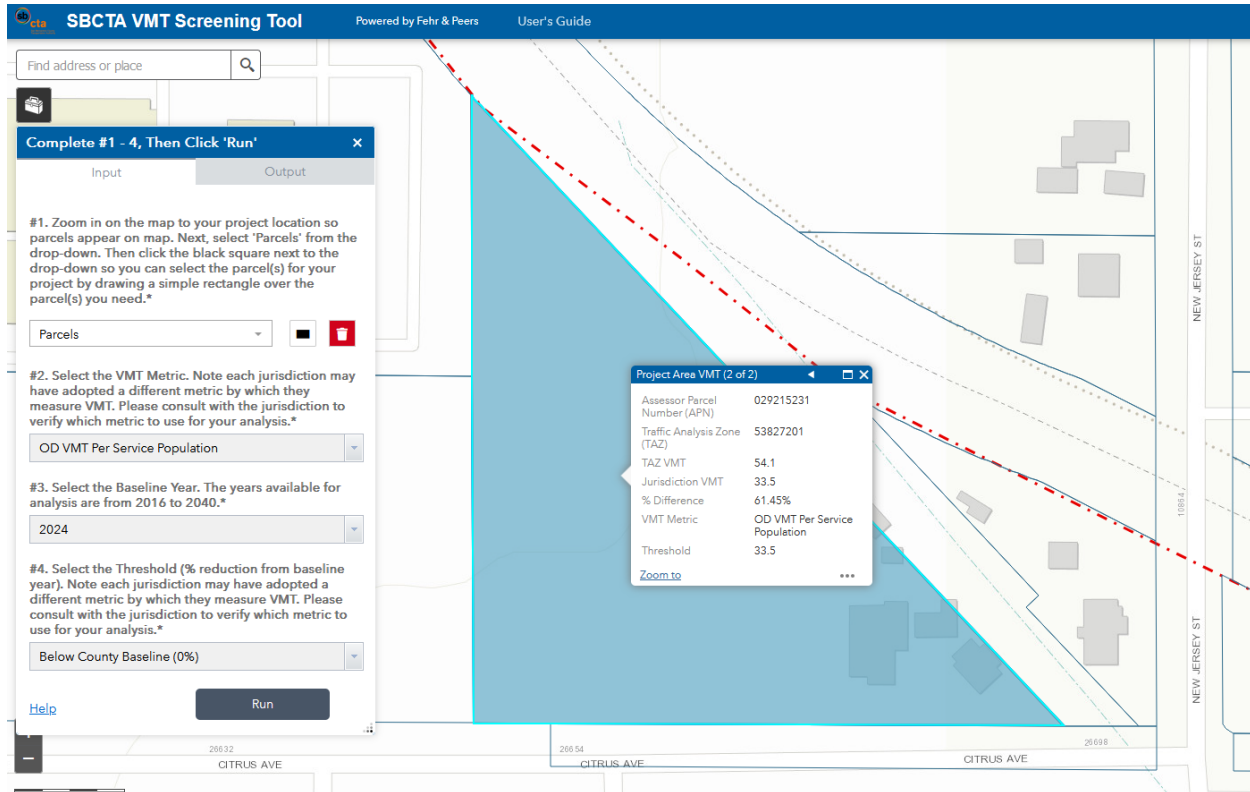


Exhibit A – SBCTA VMT Screening Tool Results for the Project

Based on the County of San Bernardino guidelines, low VMT screening analysis for the project was performed using the SBCTA Screening Tool for origin-destination VMT per service population. As shown in Exhibit A, the project is located within TAZ 53827201, which generates 54.1 VMT per service population which is above the San Bernardino County regional average of 33.5 VMT per service population. Therefore, the proposed project does not satisfy the low VMT area screening criteria.

CONCLUSIONS

The proposed project is forecast to generate approximately 87 daily trips, including 12 trips during the AM peak hour and 14 trips during the PM peak hour.

Since the proposed project is forecast to generate fewer than 50 trips during the AM and PM peak hours, conservatively excluding credit for trips generated by the existing use that will be displaced (thus potentially reducing the net trip generation), the proposed project would not reduce LOS operations and would thus comply with the City of Loma Linda Measure V requirements.

The proposed project satisfies the project type screening criteria for projects that generate less than 110 daily trips and can be presumed to result in a less than significant VMT impact.

City of Loma Linda
September 10, 2024

We appreciate the opportunity to assist you on this project. Should you have any questions or if we can be of further assistance, please do not hesitate to call at (714) 795-3100 x 101.

Sincerely,

GANDDINI GROUP, INC.
Bryan Crawford | Senior Associate
Giancarlo Ganddini, PE, PTP | Principal





Figure 1
Project Location Map

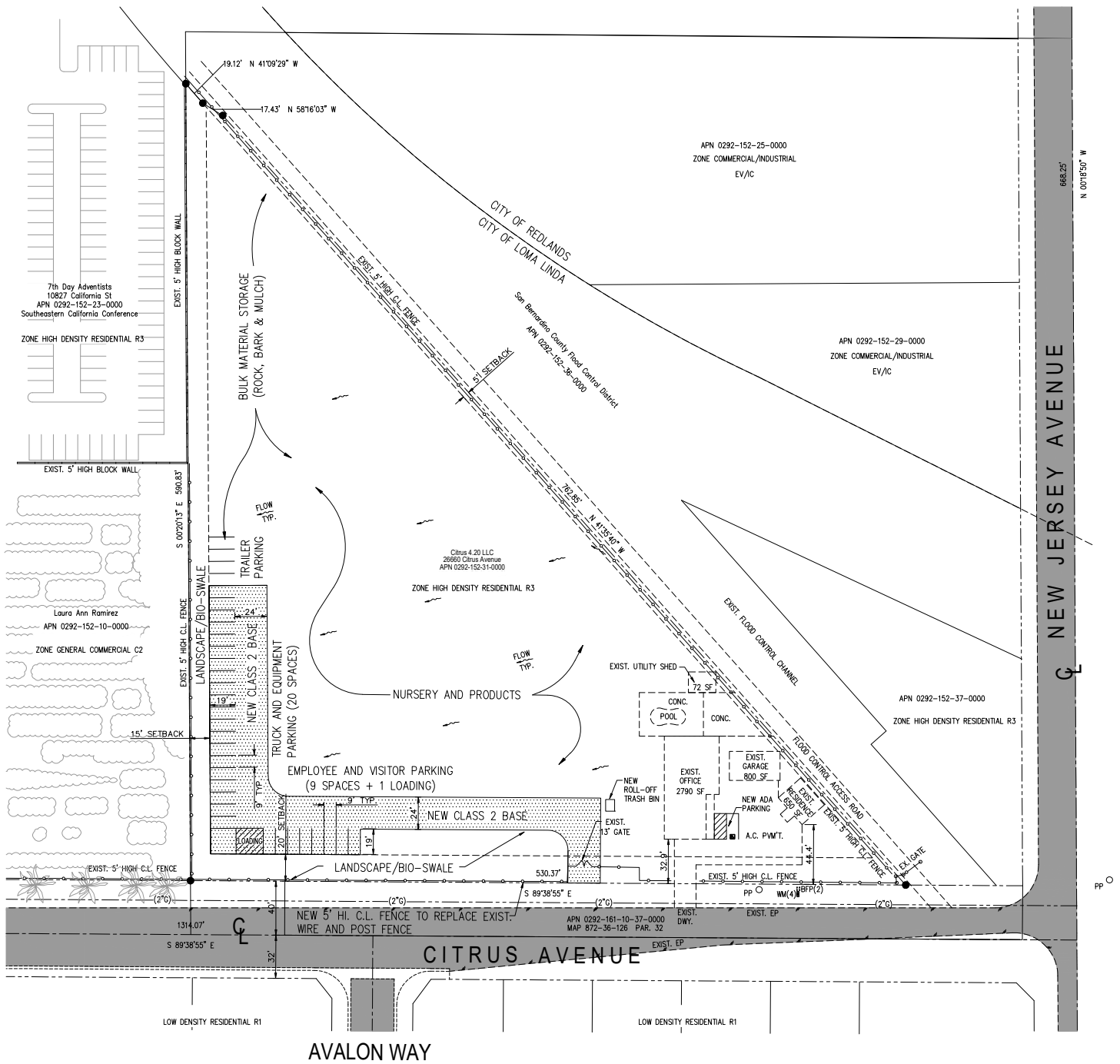


Figure 2
Site Plan

Table 1
Project Trip Generation

Trip Generation Rates									
Land Use	Source ¹	Land Use Variable ²	AM Peak Hour			PM Peak Hour			Daily Rate
			% In	% Out	Rate	% In	% Out	Rate	
Nursery (Wholesale)	ITE 818	AC	50%	50%	0.23	50%	50%	0.36	4.32

Trips Generated									
Land Use	Source	Quantity	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Nursery (Wholesale)	ITE 818	4.2 AC	0	0	0	1	1	2	18
- Full-Time Employees	n/a	5 EMP	3	0	3	0	3	3	15
- Office Staff	n/a	8 EMP	4	0	4	0	4	4	24
- Maintenance Supervisors	n/a	10 EMP	5	0	5	0	5	5	30
TOTAL TRIPS GENERATED			12	0	12	1	13	14	87

Notes:

1. ITE = Institute of Transportation Engineers *Trip Generation Manual* (11th Edition, 2021); ### = Land Use Code.
All rates based on General Urban/Suburban setting unless otherwise noted. Due to absense of inbound/outbound ratios, a 50/50 split is assumed. The daily rate is estimated as 12 times the PM peak hour rate.
2. AC = Acres; EMP = Employees
3. Although employees are expected to arrive to the facility prior to the AM peak hour and depart after the PM peak hour, it is assumed that half of employees will arrive and depart during the peak hours. For daily trip generation, it is assumed that half of the employees leave during the day for lunch. It is also assumed that all employees arrive/depart the facility in a personal vehicle and will not utilize carpooling or alternative modes of transport. The ITE rates already include trips generated by employees, therefore, this approach provides may overestimate actual project trips and provides a conservative analysis.

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA AMENDING IN PART, TITLE 17 (ZONING), CHAPTER 17.32 (RESIDENTIAL ZONES) OF THE LOMA LINDA MUNICIPAL CODE TO ALLOW “LANDSCAPE NURSERIES – WHOLESALE” IN TABLE 2-1, WITH A NOTE RESTRICTING THE USE TO FEMA-DESIGNATED FLOOD HAZARD AREAS, SUBJECT TO CHAPTER 19.12 (FLOOD CONTROL MEASURES)**

WHEREAS, the City of Loma Linda wishes to serve the public health, safety, and general welfare and preserve the quality of life throughout the City, through effective land use and planning; and,

WHEREAS, on May 13, 2024, the applicant, Dan Carlone, on behalf of Citrus 4.20 LLC, filed a Development Code Amendment to allow for Wholesale Nurseries within the High Density Residential (R-3) Zone; and

WHEREAS, the City of Loma Linda proposes to amend Title 17 (Zoning) of the Loma Linda Municipal Code as set forth in Exhibit A; and

WHEREAS, amendments, as set for in “Exhibit A” to this Ordinance, are proposed for Title 17 (Zoning), Chapter 17.32 (Residential Zones) of the Loma Linda Municipal Code through the applicant-initiated Master Development Application (MDA-2024-0016)/Development Code Amendment (DCA-2024-0003) enabling an amendment to the code which would allow for Landscape Nurseries-Wholesale as a conditionally permitted use within the High Density Residential (R-3) zone under Table 2-1, with a note that would restrict the use to only FEMA-designated flood hazard areas, and is subject to Chapter 19.12 (Flood Control Measures) of the Loma Linda Municipal Code; and

WHEREAS, on February 19, 2025, the Planning Commission held a duly noticed public hearing on the proposed Development Code Amendment and Ordinance, at which an oral and written presentation was made and comments received, and the Planning Commission made a recommendation to City Council to adopt the ordinance; and,

WHEREAS, on _____, 2025, the City Council conducted the first reading of the Development Code Amendment and the second reading on _____, 2025 where it adopted the Ordinance, approving Master Development Application (MDA-2024-0016)/Development Code Amendment (DCA-2024-0003); and,

WHEREAS, the Planning Commission and City Council have reviewed the proposed amendments and find that Master Development Application (MDA-2024-0016)/Development Code Amendment (DCA-2024-0003) is consistent with the Loma Linda General Plan, is not detrimental to the public health, safety, and general welfare, and is in conformity with good land use practice.

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

Section 1. The City Council hereby finds that all of the facts set forth in the recitals of this ordinance are true and correct.

Section 2. Environmental Exemption. The Planning Commission recommends that the City Council determines that Development Code Amendment is not subject to the requirements of the

State of California Environmental Quality Act ("CEQA") pursuant Sections No. 15060(c)(2) and 15061(c)(3) of the CEQA Guidelines which applies to proposals that are not considered projects as defined in Section No. 15378 of the CEQA Guidelines and proposals that do not result in a significant change to the environment.

Section 3. Approval. The Planning Commission recommended adoption and City Council hereby adopts Council Bill No. _____, which amends in part, Title 17 (Zoning), Chapter 17.32 (Residential Zones) of the Loma Linda Municipal Code (MDA-2024-0016/DCA-2024-0003) as indicated in "Exhibit A" and as referenced herein.

Section 4. 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 this 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 sections, subsection, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

Section 5. Certification. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be posted within fifteen (15) days from its passage pursuant to Government Code section 36933.

Section 6. Effective Date. This Ordinance shall be in full force and effective a minimum of thirty (30) days after passage.

This Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the _____ day of _____ 2025 and was adopted on the _____ day of _____ 2025 by the following vote to wit:

Ayes:

Noes:

Absent:

Abstain:

Phil Dupper, Mayor

Attest:

Lynette Arreola, City Clerk

Exhibit A
Development Code Amendment No. 2024-0003
Modifications to Title 17 Zoning

Municipal Code Title 17 Zoning
Chapter 17.32 RESIDENTIAL ZONES (R-1, R-2, R-3, AND R-4)
Table 2-1

Table 2-1 Allowed Uses and Permit Requirements for Residential Zones	P	Permitted by Right (Planning Permit May Be Required)			
	CUP	Conditional Use Permit			
	MUP	Minor Use Permit			
	—	Not Allowed			
	R-1 R-2 R-3 R-4	Low Density Residential Medium Density Residential High Density Residential Very High Density Residential	(0 to 4 units/acre) (0 to 9 units/acre) (0 to 13 units/acre) (0 to 20 units/acre)		
Land Use	R-1	R-2	R-3	R-4	Specific Use Regulations

Residential Uses

Boarding and Lodging Houses	—	—	CUP	CUP	
Dormitories	—	—	CUP	CUP	

Dwellings

Accessory Dwelling Unit/Junior Accessory Dwelling Unit	P	P	P	P	Chapter 17.110 (Accessory Dwelling Units and Junior Accessory Dwelling Units)
Single-Family Dwelling	P	P	CUP	CUP	
Manufactured Housing	P	P	—	—	
Mobile Home Park	CUP	CUP	CUP	CUP	
Multifamily Dwellings	—	—	P	P	
Two-Family Dwellings (duplex)	—	P	P	—	
Group Home (six or fewer residents plus one employee)	P	P	P	P	
Group Home (seven or more residents plus employees)	—	—	MUP	MUP	
Planned Residential Developments	CUP	CUP	CUP	CUP	
Senior Housing	—	—	CUP	CUP	

Care Uses

Child Day Care – Large (9–14 children)	MUP	MUP	MUP	MUP	
Child Day Care – Small (8 or fewer children)	P	P	P	P	

Residential Care Facility	—	—	CUP	CUP
---------------------------	---	---	-----	-----

Other Uses

Airports, Heliports, and Other Landing Fields	—	—	—	—	
Assembly Uses					
Places of Public Assembly	—	CUP	CUP	CUP	
Places of Religious Assembly	CUP	CUP	CUP	CUP	
Cemeteries, Columbariums, Mausoleums, and Mortuaries	—	—	—	—	
Enclosed Storage Structures	—	—	CUP	CUP	See note 10 in Table 2-2
Golf Course and Related Facilities	—	CUP	CUP	CUP	
Home Occupations	P	P	P	P	Chapter <u>17.12</u> (Home Occupations)
Parolee Homes	—	—	CUP	CUP	
Public Utility Structures and Service Facilities	CUP	CUP	CUP	CUP	
<u>Landscape Nurseries – Retail or Wholesale</u>	<u>—</u>	<u>—</u>	<u>CUP</u>	<u>—</u>	<u>See Note 1</u>
Schools - Private	—	—	—	—	

Notes:

1. Applicable only to properties located in the FEMA-designated flood hazard areas. Project must meet the flood control standards outlined in Chapter 19.12



Regular City Council Staff Report

A. Demands Registers - March 25, and April 8, 2025 [Finance]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3A.
To	From
City Council	Sonia Fabela, Finance Director

RECOMMENDATION:

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

Attachments

[CC DR 03-25-25.pdf](#)

[CC DR 04-08-25.pdf](#)



CITY OF LOMA LINDA

VOUCHER LIST

03/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709243	3/13/2025	1261	THE GAS COMPANY	06872460008 Feb 25		Gas costs 2/3-3/5/25	92.23
709243 Total							92.23
709244	3/13/2025	7083	SELF INSURED SERVICES COMPANY	BOH4N9		Dental Insurance Premium-March 2025	4,547.70
709244 Total							4,547.70
709245	3/13/2025	840	CITY OF SAN BERNARDINO	90878-00 Feb 2025	1250062	1516 Gould St 2/3-3/4/25	51.59
				132-00 Feb 2025	1250062	1415 Richardson St 2/3 - 3/4/25	4,841.94
709245 Total							4,893.53
709246	3/13/2025	5502	FRONTIER COMMUNICATIONS	9097998149 Mar 25		Phone costs Fire Station #1 2/25-3/24/25	334.52
709246 Total							334.52
709247	3/13/2025	5502	FRONTIER COMMUNICATIONS	9097997651 Mar 25		Phone costs 3/1-3/31/25	54.43
709247 Total							54.43
709248	3/13/2025	5502	FRONTIER COMMUNICATIONS	9097990759 Mar 25		Phone costs 3/1-3/31/2025 Fire Station #2	59.66
709248 Total							59.66
709249	3/13/2025	5502	FRONTIER COMMUNICATIONS	9097991480 Mar 25		Phone costs Senior Center fire alarm 2/28-3/27/25	171.11
709249 Total							171.11
709250	3/13/2025	1245	SO CALIF EDISON	700458638878 Feb 25		Electricity costs 1/27-2/25/25	2,127.26
				700919931169 Feb 25		Electricity cost 1/11-2/27/25	302.50
				700396836845 Feb 25		Electricity costs 1/2-2/27/25	62,711.64
				700394531780 Feb 25		Electricity costs 1/2-2/27/25	3,984.27
				700920432640 Feb 25		Electricity costs 1/2-2/27/25	2,316.92
				700919995433 Feb 25		Electriciy costs 1/2-2/26/25	2,035.35
				700371011405 Feb 25		Electricity costs 1/31-3/3/25	1,944.87
				700620519956 Feb 25		Electricity costs 1/31-3/3/25	2,012.68
				700162747250 Feb 25		Electricity cost 2/4-3/5/25	618.41
				700350988278 Feb 25		Electricity costs 1/2-2/28/25	7,528.61
				700605303585 Feb 25		Electricity costs 1/30-3/2/25	33.05
				700010613157 Feb 25		Electricity costs 3/31-3/3/25	50.63
				700010396020 Feb 25		Electricity cost 1/31-3/3/25	170.16
				700920551363 Feb 25		Electricity cost 2/1-2/28/25	57.22
				700917144542 Feb 25		Electricity costs 1/30-3/2/25	35.02
				700920555710 Feb 25		Electricity cost 2/1-2/28/25	104.05
				700411454240 Feb 25		Electricity costs 1/31-3/3/25	1,218.04
				700123951189 Feb 25		Electricity costs 2/4-3/5/25	516.70
709250 Total							87,767.38



CITY OF LOMA LINDA

VOUCHER LIST

03/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709251	3/13/2025	1261	THE GAS COMPANY	10022459001 Feb 25		Gas costs 2/3-3/5/2025	1,134.41
				10232459007 Feb 25		Gas costs 2/3-3/5/25	474.97
				14642464003 Feb 25		Gas costs 1/31-3/4/25	166.11
709251 Total							1,775.49
709252	3/13/2025	26	VERIZON WIRELESS	6107224632 Feb 25		City wide cell phone service 1/29-2/28/25	78.01
709252 Total							78.01
709253	3/13/2025	1154	VISION SERVICE PLAN - CA	12121787/0002-March		Vision Insurance Premium-March 2025	99.10
				12121787/0001 Mar 25		Vision Insurance Premium-March 2025 Buy-Up	1,101.11
709253 Total							1,200.21
709254	3/19/2025	1245	SO CALIF EDISON	700044797169 Feb 25		Electricity costs 2/5-3/6/25	20,762.54
				700491039205 Feb 25		Electricity costs 2/5-3/6/25	4,995.28
709254 Total							25,757.82
709255	3/19/2025	3628	U.S. BANK CORPORATE PYMNT SYS	02242025NA	vizar	Uniform items and coffee creamer for fire meetings	37.09
				02222025MD	ingman	Pole extender for smoke detc. testing	18.16
				02242025BN	nielsen	Forcible entry equipment and pet insurance	391.01
				022425LM	atarrita	CalCard 22425 LM Canva Social Media	130.47
				02242025JP	earsall	Gift cards, breakfast, & gratuity for EAB	3,299.50
				02242025EA	guilar	Collections Grade 2 Renewal	111.00
				02242025MM	osqueda	Food for crew @ water leak & repair on Stewart	161.51
				02242025DH	arker	Fire, EMS< & Disaster Conference	635.00
				02242025KM	ayo	Mandatory class for D-4 Test	349.99
				02242025VG	omez	Paint, lumber, plugs, bait, gasket, & playground	1,407.43
				02242025JL	oeffert	Senior Center dance, supplies, Scribe, & shirts	851.30
				02222025TI	ngalls	EOC exercise refreshments, carwash credit, vet	924.12
				022425LA	rreola	nameplates/Council matters/car wash	289.71
				02242025VP	uentes	Water, strobe unit, & trailer	106.01
				02242025KM	acGavin	Computers/Office/Equipment/Software	3,255.19
				02242025MC	cruz	Batteries & distributions exam booklet	213.23
				02242025MB	uelna	Lawn blower, saw blade guard, kitchen supplies	725.46
				02242025NB	oucher	Dog foot and veterinary service	726.70
				02222025MC	ross	Station household supplies	417.39
				02242025HR	eed	ARC GIS online usage credits/Mobile GIS Book	308.96
				02242025SF	abela	CSMFO Membership, GFOA Conference & Postage	766.40
709255 Total							15,125.63



CITY OF LOMA LINDA

VOUCHER LIST

03/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709256	3/19/2025	26	VERIZON WIRELESS	6107224631 Feb 25		City wide cell phone service 01/29-02/28/25	3,065.91
709256 Total							3,065.91
709257	3/20/2025	7604	ANDRES RAMIREZ	Reimb 021825		Reimb for CM Conf for fuel	170.10
709257 Total							170.10
709258	3/20/2025	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	188772001031425	1250168	Srvc STA251 Acct 188772001 3/14-4/13/25	34.72
709258 Total							34.72
709259	3/20/2025	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	188776801031425	1250168	Srvc STA251 Acct 188776801 3/18-4/17/2025	139.99
709259 Total							139.99
709260	3/20/2025	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	188776701030725	1250242	Spectrum 3/10-4/9/25- Acct 188776701	55.79
709260 Total							55.79
709261	3/20/2025	5502	FRONTIER COMMUNICATIONS	9097964692 Mar 25		Phone costs 3/4-4/3/25	102.85
709261 Total							102.85
709262	3/20/2025	5502	FRONTIER COMMUNICATIONS	9094785042 Mar 25		Phone costs 3/4-4/3/25	214.70
709262 Total							214.70
709263	3/20/2025	5502	FRONTIER COMMUNICATIONS	9097998064 Mar 25		Phone costs 3/10/-4/9/25	58.79
709263 Total							58.79
709264	3/20/2025	7083	SELF INSURED SERVICES COMPANY	16228-Life 16228		Life Insurance Premium-March 2025 Life & Disability Insurance Premium-March 2025	562.13 4,210.60
709264 Total							4,772.73
709265	3/20/2025	1261	THE GAS COMPANY	19406867366 Feb 25		Gas costs 2/10-3/10/25	271.30
709265 Total							271.30
709266	3/25/2025	3206	49ER COMMUNICATIONS, INC.	81884	1250616	VHF radio on MT251 repair	800.00
709266 Total							800.00
709267	3/25/2025	5827	ADAM HALL'S PLANT NURSERY	015338	1250047	Pink muhly	1,276.84
709267 Total							1,276.84
709268	3/25/2025	7491	AMERICAN CODEAF ENTERPRISE INC.	1007-LL	1250644	American Sign Language interpretation@3-11-25Mtg	500.00
709268 Total							500.00



CITY OF LOMA LINDA

VOUCHER LIST

03/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709269	3/25/2025	6107	APOLLO WOOD RECOVERY, INC.	300035	1250575	Play fiber for Digneo Park	1,593.50
709269 Total							1,593.50
709270	3/25/2025	7458	ASCENT AVIATION GROUP INC	M320452	1250261	Support & cellular service Corp Yard Fuel Link Feb	183.18
709270 Total							183.18
709271	3/25/2025	7619	BLUE CROSS	ReimRun#24-056152		Reimbursement overpayment Ref#2024125130199	325.13
709271 Total							325.13
709272	3/25/2025	5174	BRENT BILLINGSLEY	1479	1250054	Chlorine tablets for wells.	5,137.54
709272 Total							5,137.54
709273	3/25/2025	4397	C.P. PRODUCTS INC.	AR002520	1250060	Restroom supplies for various parks	1,859.77
709273 Total							1,859.77
709274	3/25/2025	7535	CAROLLO ENGINEERS, INC.	FB62943	1250263	Update the Citywide Sewer Master Plan CIP 24-515	48,581.00
				FB63842	1250263	Update the Citywide Sewer Mater Plan CIP 24-515	35,199.00
709274 Total							83,780.00
709275	3/25/2025	7460	CINTAS CORPORATION NO. 3	4222541616	1250206	HazMat uniforms & shop towel rental 2/27	46.75
				4223218942	1250206	HazMat compliant uniforms & towel rental for 03/06	46.75
				4224010044	1250206	Compliant uniforms & shop towel rental 3/13	46.75
709275 Total							140.25
709276	3/25/2025	203	CLINICAL LABORATORY OF	2500434-LOM01	1250064	Water testing	6,087.00
709276 Total							6,087.00
709277	3/25/2025	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1057314	1250066	Mt View & Lawton Replacement	156.33
709277 Total							156.33
709278	3/25/2025	5762	CORE & MAIN LP	W521952	1250069	Dual wall & coupler	659.86
				W544319	1250069	Coupler	322.54
709278 Total							982.40
709279	3/25/2025	236	COSTCO WHOLESALE	478 7 105 11	1250631	Water, engine oil, batteries, jump starter cable	808.08
709279 Total							808.08
709280	3/25/2025	1173	COUNTY OF SAN BERNARDINO	30718	1250355	ITD Radio Access and Maintenance Feb 2025	2,676.48
709280 Total							2,676.48
709281	3/25/2025	7580	DAMIAN MARTINEZ	392024.14	1250466	Water Loss Audit training, data compilation	9,980.00
709281 Total							9,980.00



CITY OF LOMA LINDA
VOUCHER LIST
03/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709282	3/25/2025	3035	DOUGLAS L. GOODMAN	6002	1250551	Construction Staking, Phase3 CA St Widening 23-118	7,200.00
709282 Total							7,200.00
709283	3/25/2025	318	ENTENMANN-ROVIN COMPANY	0186506-IN	1250617	City pins	589.38
709283 Total							589.38
709284	3/25/2025	5256	FLYERS ENERGY, LLC	25-316897	1250084	Fire Dept. Fuel Delivery 3-12-2025	1,528.19
				25-316895	1250084	Fuel delivery 03/12	2,081.43
				25-316896	1250084	Fuel delivery 03/12	965.36
709284 Total							4,574.98
709285	3/25/2025	7286	GENUINE PARTS COMPANY	157931	1250089	Belts for E-601	83.15
				157990	1250089	Air filter cleaner	27.18
				158253	1250089	Oil filter	33.60
709285 Total							143.93
709286	3/25/2025	389	GRAINGER, INC.	9419892956	1250619	EOC command flag kits	499.72
				9420285323	1250619	EOC vest kit	3,669.72
709286 Total							4,169.44
709287	3/25/2025	435	HOME DEPOT CREDIT SERVICES	7901165	1250632	(9) Air purifiers for Fire stations	4,548.13
				2554811	1250095	Clipboards, duct tape, velcro	110.32
709287 Total							4,658.45
709288	3/25/2025	3400	INFOSEND, INC.	282196	1250269	01/2025 & 02/2025 utility bill printing & mailing	4,268.14
709288 Total							4,268.14
709289	3/25/2025	7545	INLAND EMPIRE PLUMBING INC	INV1437	1250626	Emergency sewer main line clean out due to stoppage	860.00
709289 Total							860.00
709290	3/25/2025	4896	INTERFACE SECURITY SYSTEMS, LLC	20868906	1250624	Tech programmed system into new router @ Heritage	396.00
709290 Total							396.00
709291	3/25/2025	2986	KATHY CAMPS	24344	1250633	Decals for ME252	485.38
709291 Total							485.38
709292	3/25/2025	6071	KELLERMEYER BERGENSONS SERVICE	INV90004226417	1250197	Community Room Cleaning for Feb	900.00
709292 Total							900.00
709293	3/25/2025	568	LOMA LINDA CHAMBER OF COMMERCE	1025	1250599	Annual Installation Dinner Staff and Council fees	1,350.00
709293 Total							1,350.00



CITY OF LOMA LINDA
VOUCHER LIST
03/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709294	3/25/2025	2045	LOMA LINDA HEATING & AIR CONDITIONING, INC.	17997719	1250603	New HVAC system replacement STA251	13,311.72
				18015255	1250107	HVAC service for R #6	1,478.46
709294 Total							14,790.18
709295	3/25/2025	1733	LOWE'S COMPANIES, INC.	991901-OJIGQA	1250110	door latch	12.38
				99544-OJRHJK	1250110	Door latch - Credit memo	(12.38)
				97441	1250110	Concrete & pallets	270.57
				89884 3-8-25	1250110	Broom and mop bucket	116.71
				85483 3-6-25	1250110	Mop refill	36.13
				85262	1250110	Lumber fittings for sewer, lags, & washers	78.05
				85250	1250110	Safety gloves, respirator, lock pin, & wrench	224.22
				97234	1250110	Cold asphalt mix	117.67
				97236	1250110	Mask & car freshener	37.67
				97162	1250110	Tool sets & velcro for cords	86.70
				82137	1250110	Anchor, springs, & stops	36.87
				99357	1250110	Screws, copper tools, & dolly	150.10
				84344	1250110	2-Pack of LED light bulbs	113.60
				84348	1250110	Pack of rubber gloves	18.55
				80153 3-17-2025	1250110	Bolt and flat washer	2.56
709295 Total							1,289.40
709296	3/25/2025	2875	LYNN MERRILL & ASSOCIATES, INC.	FY 25-8	1250313	Consulting fees for NPDES Mar	1,959.69
709296 Total							1,959.69
709297	3/25/2025	2366	MARIO MOSQUEDA	T1 Reimb		T1 Reimb 01-23-25	55.00
				D2 REIMB		Reimb for D2	80.00
709297 Total							135.00
709298	3/25/2025	3172	MCC EQUIPMENT RENTALS, INC.	LL 001	1250623	40 Tons of base for backfilling water leaks	898.64
				225-75-1A	1250642	Emergency water leak repair Anderson Bridge	80,901.04
				225-75-2S	1250641	Emergency Water Leak Repair Stewart St	56,271.16
709298 Total							138,070.84
709299	3/25/2025	5804	MCC PIPELINE, INC.	224-46-1	1250640	Emergency Water Leak Near Bakers	10,097.78
709299 Total							10,097.78
709300	3/25/2025	701	NORLAB, INC.	89548	1250614	liquid powder tracing dye	308.00
709300 Total							308.00
709301	3/25/2025	7193	O'REILLY AUTO ENTERPRISES, LLC	6160-251859	1250118	Motor oil, spray paint, steel wool	70.31
709301 Total							70.31



CITY OF LOMA LINDA

VOUCHER LIST

03/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709302	3/25/2025	7088	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,	86029537	1250116	Employee Physicals for J Rodriguez	48.00
709302 Total							48.00
709303	3/25/2025	7176	ODP BUSINESS SOLUTIONS, LLC	413310841001	1250117	Paper & table	376.89
				414368269001	1250117	Copy paper	230.82
				414366605001	1250117	Copy paper	(264.22)
				411574761001	1250117	Copy paper	115.99
709303 Total							459.48
709304	3/25/2025	7282	ORKIN SERVICES OF CALIFORNIA, INC.	273802868	1250031	Pest control services Civic Center & Library Mar	178.00
				273802863	1250032	Pest control services @ Corp Yard Mar	106.00
				273803070	1250021	Pest control svcs for Sr Center Mar	80.00
				273803776	1250033	Pest control service @ 25964 Mission Mar	178.00
				273803320	1250022	Pest control svcs for 10466 Richardson Mar	73.00
				273803644	1250166	Pest control Svc Station 252 srv date 3/12/2025	154.00
709304 Total							769.00
709305	3/25/2025	739	PETTY CASH	Petty Cash Request		Replenish Petty Cash Fund	140.00
709305 Total							140.00
709306	3/25/2025	6153	QUADIENT LEASING USA, INC.	Q1773787	1250000	LEASE N22042802 FOLDER/INSERTER/E-CERTIFY FY24-25	1,116.82
709306 Total							1,116.82
709307	3/25/2025	5772	QUINN COMPANY	PCA00481044	1250608	Pump replacement & service parts for Backhoe 420E	3,689.19
709307 Total							3,689.19
709308	3/25/2025	5772	QUINN COMPANY	PRA00059342	1250125	Vehicle and equipment parts and materials.	(49.96)
				WOG00022192	1250125	Labor for troubleshooting generator	512.20
709308 Total							462.24
709309	3/25/2025	7450	R & J CONSTRUCTION LLC	300	1250579	Security Screen Door for Curtis Fisk House	733.00
				301	1250622	Library Electrical cover	2,194.75
709309 Total							2,927.75
709310	3/25/2025	7440	ROADSAFE TRAFFIC SYSTEMS, INC.	231773	1250132	Traffic Signs	675.31
				232354	1250132	Dog Licenses & delivery fee	640.50
709310 Total							1,315.81
709311	3/25/2025	266	ROBBINS & HOLDAWAY	00-1006-47916	1250131	Feb Legal Svcs - LL General City Matters	1,102.50
				00-1006-01-47917	1250131	Feb Legal Svcs - CC Mtg-Gen Matters	1,800.00
				00-1006-02-47918	1250131	Feb Legal Svcs - Com Dev	832.50
				00-1006-03-47919	1250131	Feb Legal Svcs - Personnel	382.50
				00-1006-04-47920	1250131	Feb Legal Svcs - Public Safety	742.50



CITY OF LOMA LINDA
VOUCHER LIST
03/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709311	3/25/2025	266	ROBBINS & HOLDAWAY	00-1006-05-47921 00-1006-11-47923 00-1006-12-47924 00-7200-47927 00-1006-06-47922	1250131 1250131 1250131 1250131 1250131	Feb Legal Srvs - Code Enforcement Feb Legal Srvs - Claims Feb Legal Srvs - Misc Feb Legal Srvs - Special Counsel Srvs Feb legal srvs - Finance	112.50 877.50 135.00 60.00 202.50
709311 Total							6,247.50
709312	3/25/2025	5163	SAFETY-KLEEN	96500117	1250135	Used Oil recycling	185.00
709312 Total							185.00
709313	3/25/2025	2324	SAN BERNARDINO CO FIRE DEPT	LL425CC	1250035	Household Hazardous Waste Fees 4th Qtr 2025	9,438.64
709313 Total							9,438.64
709314	3/25/2025	7618	SAN BERNARDINO COUNCIL OF GOVERNMENTS	GA DUES 25-12	1250630	General Membership Assessment Dues for 2024-2025	18,855.00
709314 Total							18,855.00
709315	3/25/2025	3698	SCOTT ZEHR	03172025	1250007	City Hall Fountain Maintenance Svc Mar 2025	150.00
709315 Total							150.00
709316	3/25/2025	451	SITEONE LANDSCAPE SUPPLY, LLC	150454885-001 150647333-001	1250138 1250138	Wattle roll Herbicides for various parks	63.96 312.55
709316 Total							376.51
709317	3/25/2025	865	SN BERNARDINO CO SHERIFF DEPT	26170	1250209	Sheriff Services-March 2025	588,967.00
709317 Total							588,967.00
709318	3/25/2025	5849	ST FRANCIS ELECTRIC, LLC	22035385 22035386	1250215 1250216	Annual Traffic Signal Maint. Contract Feb 2025 Misc Traffic Signal Repairs Feb 2025	1,754.76 1,622.88
709318 Total							3,377.64
709319	3/25/2025	1356	STAPLES BUSINESS ADVANTAGE	6023961473	1250139	CC: Env, CD:Disn Wps, Sharpies, tissues, file clip	90.09
709319 Total							90.09
709320	3/25/2025	237	THE COUNSELING TEAM, INC.	INV103639	1250170	Behavior health & wellness srvc March 2025	800.00
709320 Total							800.00
709321	3/25/2025	5516	TRI-STATE MATERIALS, INC.	116378	1250582	Antique Boulders 30 Ea 2 to 3 ft	2,271.56
709321 Total							2,271.56
709322	3/25/2025	304	TYLER TECHNOLOGIES, INC.	045-501684	1250627	Enterprise ERP Annual Maintenance	34,463.15
709322 Total							34,463.15



CITY OF LOMA LINDA
VOUCHER LIST
03/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709323	3/25/2025	4030	US TRONICS	M-12267FE25	1250205	Satellite phone service Feb 2025	209.85
709323 Total							209.85
709324	3/25/2025	1977	VULCAN MATERIALS	2930935	1250152	Asphalt mix	397.27
709324 Total							397.27
709325	3/25/2025	6166	WARANGTAD PASURAPAK	20251403	1250384	Commission 3D Public Sculpture: The Lemon & Orange	4,495.00
709325 Total							4,495.00
709326	3/25/2025	5500	WEST COAST ARBORISTS, INC.	225926	1250341	Tree removal @ 11230 Mt View Ave on 3/4	1,947.00
				225912	1250341	Tree removal @ 25900 Beaumont Av on 1/30	1,475.00
709326 Total							3,422.00
709327	3/25/2025	4353	WITTMAN ENTERPRISES, LLC	2501069	1250163	Medical billing services Jan 2025	743.03
709327 Total							743.03
Grand Total							\$ 1,148,765.53



CITY OF LOMA LINDA
VOUCHER LIST
3/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
390249	3/4/2025	454	MissionSquare	2025030400390249		457 Plan Contributions 02/09 through 02/22/2025	\$22,144.69
Total Wires							\$22,144.69
Total Checks (Total from previous page):							\$1,148,765.53
Grand Total =							<u><u>\$1,170,910.22</u></u>

PAYROLL: 03/13/2025 \$421,627.41

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check 709243 through 709327 and wire nos. 390249 for a total disbursement of \$1,170,910.22 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 April 8, 2025 and the City Treasurer is to pay except as noted.

Phillip Dupper, Mayor



CITY OF LOMA LINDA

VOUCHER LIST

04/08/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709328	3/25/2025	110	BURTRONICS BUSINESS SYSTEM	AR120781	1250057	Acct:7994404 base rate charge 2/13-3/12/25 Bill Pd	61.55
709328 Total							61.55
709329	3/25/2025	5548	JTS MOTORCARS, INC.	2024 Q4		2024 Q4 Sales Tax Incentive	19,387.86
709329 Total							19,387.86
709330	3/27/2025	5375	LEVEL 3 COMMUNICATIONS, LLC	728215191	1250161	VoiP services FY 24/25 Feb	526.11
709330 Total							526.11
709331	3/27/2025	5375	LEVEL 3 COMMUNICATIONS, LLC	728669344	1250219	Bandwidth Service 2/17-03/16/25 #260960	4,786.77
709331 Total							4,786.77
709332	3/27/2025	1245	SO CALIF EDISON	700228421001 Feb 25		Electricity costs 2/3-3/12/2025	259.94
				700921912191 Feb 25		Electricity costs 2/11-3/12/25	563.01
				700919909648 Feb 25		Electricity costs 2/4-3/12/25	567.59
				700919913385 Feb 25		Electricity costs 2/11-3/12/25	98.12
				700920012106 Feb 25		Electricity cost 2/11-3/12/25	26.16
				700920661497 Feb 25		Electricity costs 1/30-3/12/25	3,991.91
709332 Total							5,506.73
709333	3/27/2025	3294	US POSTAL SERVICE	Request 3/27/2025		Postage for meter #47718562	1,000.00
709333 Total							1,000.00
709334	4/3/2025	7053	MARLIN BUSINESS BANK	21709055	1250262	Printer lease agreement FY 24/25 Mar	3,245.85
709334 Total							3,245.85
709335	4/3/2025	4826	RAMON SAMILEY	04052025		Donation for DJ @ SC Dance April	100.00
709335 Total							100.00
709336	4/8/2025	7602	ALEXANDER A. MARJANI	01	1250538	California St Widening, Phase III (CIP 23-118)	51,775.00
709336 Total							51,775.00
709337	4/8/2025	7449	ALEXANDER FOWLER	RopeRescueFowler0325		Rope Rescue Awareness/OPS tuition reimbursement	815.00
709337 Total							815.00
709338	4/8/2025	3867	AMTECH ELEVATOR SERVICE	151401899657	1250008	Library Elevator Annual Maint Q 4	914.43
709338 Total							914.43



CITY OF LOMA LINDA
VOUCHER LIST
04/08/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709339	4/8/2025	5640	APPLEONE EMPLOYMENT SERVICES	01-7059737	1250658	UTILITY BILLING TEMP 03/06/2025	385.20
				01-7063545	1250658	UTILITY BILLING TEMP 03/10-03/13/2025	981.60
				01-7067114	1250658	UTILITY BILLING TEMP 03/17-03/19/2025	1,153.67
709339 Total							2,520.47
709340	4/8/2025	7458	ASCENT AVIATION GROUP INC	M321704	1250261	Support and cellular service - Corp Yard Fuel Mar	183.18
709340 Total							183.18
709341	4/8/2025	3833	ATKINSON, ANDESLON, LOYA, RUUD, & ROMO	742594	1250053	HR legal fee Feb 2025	4,370.64
709341 Total							4,370.64
709342	4/8/2025	5487	BEAR VALLEY EXTENSION WATER AND PIPELINE CO.	538	1250649	Assessment fee for 61 water shares	10,675.00
709342 Total							10,675.00
709343	4/8/2025	7624	BRANDY LETT-ROSS	REFUND-HOC-2025-0044		Refund HOC-2025-0044, Withdrew	220.00
709343 Total							220.00
709344	4/8/2025	110	BURTRONICS BUSINESS SYSTEM	AR121101	1250057	base rate charge for the 3/1-3/31/25 BP	164.06
				AR121130	1250057	base rate charge for the 3/13-4/12/25 BP	61.55
709344 Total							225.61
709345	4/8/2025	5390	CALIFORNIA HIGHWAY ADOPTION CO	325138	1250009	Maint southside I10 Fwy ramp @ Mt View Mar	350.00
				325139	1250009	Maint southside I10 Fwy ramp @ Mt View Mar	900.00
709345 Total							1,250.00
709346	4/8/2025	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	231334701030125		2nd Fiber Line Acct#231334701 02/01-2/28/25	3,584.49
709346 Total							3,584.49
709347	4/8/2025	7460	CINTAS CORPORATION NO. 3	4224731847	1250206	HazMat uniforms & shop towel rental 03/20	46.75
709347 Total							46.75
709348	4/8/2025	25	CINTAS CORPORATION NO 2	5260201203	1250061	First Aid supplies for Civic Center, PW, & Finance	352.64
709348 Total							352.64
709349	4/8/2025	7584	CSG CONSULTANTS, INC	60465	1250513	Prof Svcs MDA-2024-0025 Nursing 2/1/-2/28/25	1,500.00
709349 Total							1,500.00
709350	4/8/2025	325	EWING IRRIGATION PRODUCTS	25140850	1250648	Pesticides for various parks	1,877.20
709350 Total							1,877.20



CITY OF LOMA LINDA
VOUCHER LIST
04/08/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709351	4/8/2025	3197	KALMIKOV ENTERPRISES, INC	0102W20484	1250082	Repair fuel leak & steering issue for MT251	784.00
				0105W20871	1250082	Repair cooling system on MT251 2020 Spartan Quint	1,460.21
709351 Total							2,244.21
709352	4/8/2025	5256	FLYERS ENERGY, LLC	25-329117	1250084	Fuel delivery for corp yard 03/26/25	2,550.07
				25-329118	1250084	Fire Dept. Fuel Delivery 3/26/2025	1,774.19
709352 Total							4,324.26
709353	4/8/2025	7286	GENUINE PARTS COMPANY	158453	1250089	Tire gauges slide	51.55
				158839	1250089	A/C Oil	29.32
				158167	1250089	Battery	327.23
				158168	1250089	Oil filter	61.60
709353 Total							469.70
709354	4/8/2025	389	GRAINGER, INC.	9423050013	1250090	Brass valve & jaw clamp meter	657.21
709354 Total							657.21
709355	4/8/2025	7545	INLAND EMPIRE PLUMBING INC	INV1445	1250645	Emergency storm drain leaking at library	196.11
				INV1435	1250621	Jet storm drains on Community Room roof	675.00
709355 Total							871.11
709356	4/8/2025	7538	J. OROZCO ENTERPRISES, INC.	28677	1250289	Landscape Maintenance in the LMD Area Mar 2025	26,880.77
709356 Total							26,880.77
709357	4/8/2025	6071	KELLERMEYER BERGENSONS SERVICE	INV90004350941	1250197	Community Room Cleaning for Mar	900.00
				INV90004253859		Invoice for cleaning supplies through KBS	1,562.94
				CM9000000001236420		Credit for cleaning products KBS INV90004253859	(1,562.94)
709357 Total							900.00
709358	4/8/2025	7627	KIM SANDERSON	RefRun24-397245		Refund for FMS overpayment run # 24-397245	365.00
709358 Total							365.00
709359	4/8/2025	1933	LILBURN CORPORATION	25-0341	1250515	Zanja Heritage PPD P21-247 2/24-3/23/25	1,140.00
709359 Total							1,140.00
709360	4/8/2025	2045	LOMA LINDA HEATING & AIR CONDITIONING, INC.	18050711	1250231	HVAC Maint @ 25960 Glensummer 3/17	79.31
				18048281	1250231	HVAC Maint @ 1119 Earp 3/17	82.00
				18048670	1250231	HVAC Maint @ 26057 Lawrence 3/17	78.31
				18046617	1250235	HVAC Qtrly Maint for Corp yard 3/18	393.19
				18050730	1250232	HVAC Maint for Heritage Park	158.98
				18047525	1250232	HVAC Maint for Heritage Park A 3/12/25	79.50
709360 Total							871.29



CITY OF LOMA LINDA

VOUCHER LIST

04/08/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709361	4/8/2025	1733	LOWE'S COMPANIES, INC.	95215	1250110	Concrete	76.13
				83366	1250110	Silica sand	48.29
				87354 3-20-25	1250110	Various small tools and materials.	142.86
				86206	1250110	Copper soldering & coupling for fountain	50.19
				73058	1250110	Set of screwdrivers	30.97
				75329	1250110	Marking paint	55.67
				75333	1250110	Saw blade	25.81
709361 Total							429.92
709362	4/8/2025	7445	LUIS A CALDERON	LCE-TC03032025R00	1250635	Professional engineering services for 8 well sites	19,650.00
709362 Total							19,650.00
709363	4/8/2025	1566	MALLORY SAFETY & SUPPLY, LLC	6123837	1250111	Gloves	64.24
				6127049	1250111	Glasses for pesticide spraying	63.72
709363 Total							127.96
709364	4/8/2025	7621	MAR/WEL LLC	12375	1250569	Repair Corp Yard Gate & replace bay door motor	7,862.93
709364 Total							7,862.93
709365	4/8/2025	2099	MCCROMETER, INC.	8007054	1250044	Sewer Flow Meter Monitoring Srv March	1,170.00
709365 Total							1,170.00
709366	4/8/2025	677	NFPA	CC2-AABX-NTS	1250613	NFPA Annual Renewal	225.00
709366 Total							225.00
709367	4/8/2025	7088	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,	86235165	1250116	Employee Physical for E Aguilar	86.00
709367 Total							86.00
709368	4/8/2025	7176	ODP BUSINESS SOLUTIONS, LLC	411574498001	1250117	Cups	80.49
				410811827001	1250117	Adding machine tape, post its	56.91
				412948503001	1250117	Copy paper	126.57
709368 Total							263.97
709369	4/8/2025	7287	PAYMENTUS CORPORATION	INV-15-160565	1250312	2024-2025 IVR Payment processing Feb 2025	1,268.13
709369 Total							1,268.13
709370	4/8/2025	1592	PHOENIX GROUP INFORMATION SYST	022025903	1250306	Parking Permit Management Feb 2025	850.50
				0220251143	1250307	Code & Animal Admin Citation collection 02/2025	259.69
				022025143	1250308	Delinquent parking ticket recovery prgm 02/2025	850.94
709370 Total							1,961.13



CITY OF LOMA LINDA

VOUCHER LIST

04/08/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709371	4/8/2025	7306	ROADPOST USA INC	BU01771253	1250171	Iridium Satellite Service 3/25/25-4/24/25	669.50
709371 Total							669.50
709372	4/8/2025	7630	RUSNAK CORPORATION	REFUND-DIF-P23-026		Refund DIF Fees P23-026, Withdrawn	26,076.61
709372 Total							26,076.61
709373	4/8/2025	7127	SCA OF CA, LLC	CA1000845	1250200	Street Sweeping Srvs March 2025	6,094.08
709373 Total							6,094.08
709374	4/8/2025	3698	SCOTT ZEHM	03172025 A	1250589	Replace filtration & submersible pumps North Fount	3,256.52
709374 Total							3,256.52
709375	4/8/2025	1788	STATE CONTROLLER'S OFFICE	FAUD-00004697	1250177	FY 2023/2024 Annual Street Report	3,480.55
709375 Total							3,480.55
709376	4/8/2025	6269	TESS ELECTRIC INC.	1582	1250145	Work on RT #5 from lightning strike	1,320.00
709376 Total							1,320.00
709377	4/8/2025	5725	VICTOR GOMEZ	03242025 Reimb		Pesticide membership continuing edu class	165.00
709377 Total							165.00
709378	4/8/2025	1977	VULCAN MATERIALS	2976212	1250152	Agg & asphalt	2,735.69
				2976333	1250152	Agg & asphalt	2,246.89
709378 Total							4,982.58
709379	4/8/2025	5500	WEST COAST ARBORISTS, INC.	226680	1250341	Pruning @ multiple locations	9,265.00
709379 Total							9,265.00
709380	4/8/2025	1917	WILBUR E & JUNE PURVIS	14329	1250156	Hedge trimmers (2)	1,292.98
709380 Total							1,292.98
709381	4/8/2025	1622	WILLDAN FINANCIAL SERVICES	010-61619	1250201	Engineering Services for LMD Assessment Q4	2,433.26
				010-61620	1250202	Admin Srvs for Streetlight Maint. Dist Qtr 4	2,210.39
709381 Total							4,643.65
709382	4/8/2025	5640	APPLEONE EMPLOYMENT SERVICES	01-7071426	1250658	UTILITY BILLING TEMP 03/27/2025	385.20
709382 Total							385.20
709383	4/8/2025	7458	ASCENT AVIATION GROUP INC	M321705	1250266	STA251 Fuel system LNK data	137.38
709383 Total							137.38
709384	4/8/2025	3197	KALMIKOV ENTERPRISES, INC	0102W20072	1250673	Various repairs for BE251 2008 Pierce Brush	16,127.87
709384 Total							16,127.87



CITY OF LOMA LINDA
VOUCHER LIST
04/08/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709385	4/8/2025	4198	FOREMOST PROMOTIONS	735072	1250656	Chief Junior's firefighter hats with fire logo	1,917.30
709385 Total							1,917.30
709386	4/8/2025	7607	MAINSTREET COMMUNICATION, INC.	412258	1250675	Business Cards - Kyle Mac Gavin IS Mgr 500qty	96.85
709386 Total							96.85
709387	4/8/2025	5254	MANSFIELD OIL COMPANY OF GAINESVILL, INC.	2024 Q4		2024 Q4 Sales Tax Incentive Agreement	644,085.75
709387 Total							644,085.75
709388	4/8/2025	7611	MESI ACQUISITION INC.	IN1987226	1250674	4 Turnout Sets	16,859.95
				IN2024234	1250674	1 Turnout Sets	4,213.74
				IN2211783	1250672	PPE station boots forFF/PM R. Johnston	713.00
				IN2222302	1250671	PPE station boots for Capt. Buelna	702.00
709388 Total							22,488.69
709389	4/8/2025	7282	ORKIN SERVICES OF CALIFORNIA, INC.	273804664	1250166	Pest control Svc Station 251 date of srv 3/20/2025	184.00
709389 Total							184.00
709390	4/8/2025	7413	SYNOPTEK, LLC	1259631	1250503	VLAN move from Juniper Switch to FortiGate firewal	700.00
				1260992	1250503	VLAN move from Juniper Switch to FortiGate firewal	2,500.00
709390 Total							3,200.00
709391	4/8/2025	4353	WITTMAN ENTERPRISES, LLC	2502069	1250163	Medical billing services Feb 2025	524.29
709391 Total							524.29
Grand Total							\$ 937,087.67



CITY OF LOMA LINDA
VOUCHER LIST
4/08/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
Total Checks (Total from previous page):							\$937,087.67
Grand Total =							<u>\$937,087.67</u>

PAYROLL: 03/27/2025 \$403,621.73

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check 709328 through 709391 for a total disbursement of \$937,087.67 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 April 8, 2025 and the City Treasurer is hereby to pay except as noted.

Phillip Dupper, Mayor



Regular City Council Staff Report

B. Approval of Minutes March 11, 2025 [City Clerk]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3B.
To	From
City Council	Lynette Arreola, City Clerk

RECOMMENDATION:

Approve the minutes of March 11, 2025, as presented.

Attachments

[Regular City Council-03-11-2025-minutesDraft.pdf](#)

CITY COUNCIL MINUTES

25541 Barton Road, Loma Linda, CA 92354

March 11, 2025, 7:09 PM - March 11, 2025, 8:14 PM

Roll Call: *(The following members were in attendance)*

- **Phillip Dupper**, Mayor
- **Ronald Dailey**, Mayor pro tempore
- **Rhodes Rigsby**, Councilmember
- **Ovidiu Popescu**, Councilmember
- **Rhonda Spencer-Hwang**, Councilmember

1. Call to Order

1A. Call to Order- 7:09 PM

1B. Roll Call- 7:09 PM

All Councilmembers present.

Staff present: T. Jarb Thaipejr, City Manager; Diane Robbins, City Attorney; Lynette Arreola, City Clerk; Sonia Fabela, Finance Director; Dan Harker, Fire Chief; Lorena Matarrita, Community Development Director; Andy Ramirez, Assistant City Manager; Andrew Sanchez, Customer Support Technician; and Lt. Kaysie Smith, San Bernardino County Sheriff's Department

1C. Closed Session - 5:30 pm - Council Board Room- 7:09 PM

City Attorney Robbins announced that the City Council met in closed session on the item listed. Direction was provided to staff; there was no final action to report.

1D. Invocation and Pledge of Allegiance - Mayor Dupper- 7:09 PM

The Invocation and Pledge of Allegiance was led by Mayor Dupper.

1E. Items to be Added or Deleted- 7:10 PM

No items were added or deleted.

1F. Oral Reports/Public Participation - Non-Agenda Items (Each Speaker limited to 3 minutes. Pursuant to the Brown Act, no action or discussion can be taken by City Council)- 7:10 PM

No oral reports upon invitation by the Mayor.

1G. Conflict of Interest Disclosure- 7:11 PM

None reported.

2. Scheduled and Related Items

No scheduled item.

3. Consent Calendar

Gil Garza, Code Enforcement/Animal Control Officer, requested to speak on Agenda Item 3I. The Council pulled Agenda Item 3I for discussion.

Motion by Ronald Dailey, seconded Rhodes Rigsby, passing by a vote of 5-0-0-0, to Approve the Consent Calendar items as presented, excluding Agenda Item 3I (Award Contract to Willdan Engineering for After Hours/On Call Animal Control Services through Fiscal Year 2024-25), which was removed from the Consent Calendar for separate consideration and action.

3A. Demands Registers - February 25, and March 11, 2025 [Finance]- 7:11 PM

Approved the Demands Registers dated February 25, 2025, with commercial demands totaling \$1,072,527.35, and Payroll dated February 13, 2025, totaling \$425,830.19; and March 11, 2025, with commercial demands totaling \$1,178,923.92, and Payroll dated February 27, 2025, totaling \$444,452.60.

3B. Approval of Minutes February 11, 2025 [City Clerk]- 7:11 PM

Approved the minutes of February 11, 2025, as submitted.

3C. Treasurer's Report - February 2025 [Finance]- 7:11 PM

Received the Treasurer's Report for February 2025 for filing.

3D. Fire Department's Activity Report - February 2025 [Fire]- 7:11 PM

Received the Fire Department's Activity Report for February 2025 for filing.

3E. Award Contract to BearCom to Purchase and Install Public Works Department Radio System for an amount not to exceed of \$99,377.26 [Public Works]- 7:11 PM

Awarded contract to BearCom for a not-to-exceed amount of \$99,377.26.

3F. Approve Purchase of three Emergency Generators from General Power for \$384,045.19 [Public Works]- 7:11 PM

Approved the purchase of three emergency generators from General Power for \$384,045.19, as recommended.

3G. Award Contracts to Daktronics Inc. to Purchase an Outdoor Electronic Message Center Sign for \$37,566.43 and to Custom Signs Inc. to Install the Sign Located at the Corner of Loma Linda Dr. and Barton Rd. for \$12,410.40 [Information Systems]- 7:11 PM

Approved purchase of outdoor electronic message sign and an equipment warranty to Daktronics, Inc., for \$37,566.43 and Awarded contract to Custom Signs, Inc. for \$12,410.40 to install the electronic message sign as recommended.

3H. Approve Agreement with Troy & Banks, Inc. for Cable Franchise Fee Audit Services [Information Systems]- 7:11 PM

Approved Agreement with Troy & Banks, Inc. for Cable Franchise Audit services as recommended by staff.

3I. Award Contract to Willdan Engineering for After Hours/On Call Animal Control Services for the City until the end of Fiscal Year 2024-25 [Fire]- 7:11 PM

**** Item was Removed from Consent**

Gil Garza, Code Enforcement/Animal Control Officer, stated that neither he nor Brandi Correa, Parking/Animal Control Officer, had received any prior communication regarding the contract with Willdan Engineering. He

expressed concern to the high after-hours on-call contract rates with Willdan Engineering in comparison to staff's wages. He explained that they had provided the after-hours services for nearly 12 years and were willing to continue to do so. He noted that, at times, personal family matters had prevented him from being available for after-hours services. They appreciated the assistance from City of San Bernardino, as it allowed them a break.

Chief Harker explained that city staff initially managed the after-hours services. However, due to frequent staffing challenges for coverage, the City contracted with the City of San Bernardino for after-hours services on an as-needed basis. Later, that service became full-time. The City of San Bernardino had its own staffing issues and had to terminate the contract. As a result, the City has been without after-hours animal control services for the past two weeks. He confirmed that before the contract was brought before City Council, there was communication to the Human Resources Department, the City's Labor Attorney, and the Employee's Labor Representative.

Discussion ensued regarding the after-hours calls and the contract service rates. Motion by Dailey, seconded by Rigsby, to pull the item off the Agenda for further investigation.

City Manager Thaipr requested City Council to approve the contract to ensure the City does not go without this service any longer. He stated that he would work with the Fire Department and report back to the City Council. City Attorney Robbins pointed out that the contract grants the City the right to terminate with 30 days' notice should the Council decide to do so. She advised Council that they could either continue the agenda item or approve the contract with the condition that staff conduct further investigation and return to the City Council with an update for a final decision.

The maker of the motion Mayor pro tempore Dailey with concurrence by Councilmember Rigsby withdrew their motion. It was the consensus by Council to take a new motion.

Motion by Ronald Dailey, seconded Rhodes Rigsby, passing by a vote of 5-0-0-0, to Approve the Contract to Willdan Engineering as recommended with the condition to report back to the City Council regarding the contract.

3J. Appropriate \$64,600 from General Fund Balance and Award Contract to Purchase and Install an AC Unit and a Stove at the Senior Center [Public Works]- 7:11 PM

Appropriated \$64,600 and awarded contract to Loma Linda Heating and Air Conditioning to purchase and install AC Unit for \$48,522.51 and approved the purchase of a commercial stove from Johnson-Lancaster and Associates as recommended by staff.

3K. Appropriate \$25,000 and Award Contract for Chief Plant Operator - Water System - to WaterworkForce, Inc. in an amount not to exceed \$25,000 [Public Works]- 7:11 PM

Appropriated \$25,000 from Water Enterprise Fund and Awarded contract to WaterworkForce, Inc. in an amount not to exceed of \$25,000 for regulatory coverage for the Water Department as recommended by staff.

3L. Council Bill #R-2025-04 - A Resolution to Approve Final Tract Map No. 20467, North of Park Avenue and East of Coloma Street [Public Works]- 7:11 PM

Adopted Council Bill #R-2025-04, Resolution No. 3243

RESOLUTION NO. 3243

A RESOLUTION OF THE CITY OF LOMA LINDA, CALIFORNIA, APPROVING FINAL TRACT MAP 20467 (NORTH OF PARK AVENUE AND EAST OF COLOMA STREET)

3M. Declare as Surplus Various Technology Devices and Associated Equipment and Approve Appropriate Disposal [Information Systems/LLCCP]- 7:11 PM

Declared identified items as attached as surplus and Approved appropriate disposal.

3N. Council Bill #R-2025-05 - Adopt a Resolution Declaring the Need for Emergency Contracting Procedures and Authorizing Repairs for Three Waterline Leaks on Redlands Blvd., Stewart St., and Anderson St. and Appropriate \$155,000 from the Water Fund Balance for the Repair Costs [Public Works]- 7:11 PM

Adopted Council Bill #R-2025-05 - Resolution No. 3244

RESOLUTION NO. 3244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, DECLARING THE NEED FOR EMERGENCY CONTRACTING PROCEDURES AND AUTHORIZING THE REPAIRS OF THREE WATERLINE LEAKS

3O. Appropriate \$35,700 from Sewer Fund Balance and Award a Contract to West Coast Arborists, Inc. for \$35,700 to Clear Heritage Park Drainage Channel [Public Works]- 7:11 PM

Appropriated \$35,700 from Sewer Fund Balance and Awarded contract to West Coast Arborist, Inc. for \$35,700 as recommended by staff.

4. Old Business

No items scheduled.

5. New Business

5A. Appoint Members to the Historic Commission and Budget Committee [Administration]- 7:29 PM

City Manger Thaipr stated that the City received a membership application from Jennifer Jones for the Historic Commission an application from Christopher Maravilla for the Budget Committee and is recommending appointment. A discussion followed regarding the distribution of the applications, with staff clarifying that they were sent separately by email and were not included in the packet. Christopher Maravilla was present, while Jennifer Jones was not.

Christopher Maravilla shared his personal and financial background, expressing his enthusiasm for becoming involved with the City. Mayor Dupper noted that the City is facing budget challenges and acknowledged the Budget Committee's positive record in maintaining the City's financial stability despite limited resources. Mr. Maravilla stated that he reviewed the city's budget a couple of years ago and, again, when applying for the Budget Committee. He emphasized the importance of determining what is needed for effective operations of the City, the necessity of additional revenue, and whether or not it can be offset with costs.

The City Council requested to postpone Ms. Jones' appointment until she can be present.

Motion by Rhodes Rigsby, seconded Ronald Dailey, passing by a vote of 5-0-0-0, to Appoint Christopher Maravilla to the Budget Committee to a four-year term.

5B. Consideration of a Tobacco Retailer License Ordinance [Councilmember Spencer-Hwang]- 7:41 PM

Councilmember Spencer-Hwang noted that a presentation on a Tobacco Retail License Ordinance was given at the previous meeting. She recommended that City Staff investigate the potential impacts and benefits of implementing a Tobacco Retailer License Ordinance and present their findings to the City Council.

Israel Fuentes, Chair for the Coalition for a Tobacco-Free San Bernardino County, Board Member and Clerk for Colton Joint Unified School District and Community Liaison for Young Visionaries; Laura Cores, Senior at Redlands High School; Briana Ramirez, Loma Linda University School of Pharmacy Student and Intern Pharmacist in Loma Linda, all supported the City to adopt a Tobacco Retailer License Ordinance and, also, encourage the City Council to phase out the sale of tobacco in Loma Linda.

Mayor pro tempore Dailey stated that he appreciated the binder on the Tobacco Policy Packet provided to City Council at the previous meeting. He stated that it was very informative.

Motion by Rhonda Spencer-Hwang, seconded Ovidiu Popescu, passing by a vote of 5-0-0-0-0, to Recommend City Staff investigate the development of a Tobacco Retailer License Ordinance and present their findings to the City Council.

5C. Discussion on Economic Development Strategies Embracing the City's Motto, "A City of Health and Prosperity" [Councilmember Spencer-Hwang] - 7:50 PM

Councilmember Spencer-Hwang placed this item on the agenda to obtain feedback from the City Council on strategies to embrace the City's motto and how it can guide decision-making to generate revenue. She read an excerpt from *Railway to the Moon* by Loma Linda University and Loma Linda University Medical Center, by Dr. Lyn Behrens, former President of Loma Linda University, highlighting Loma Linda's founding principles. She went on to note key historical moments of the City. She emphasized the relationship between the City and Loma Linda University and wanted to know how the City could ensure that desired types of businesses align with its values.

Mayor Dupper acknowledged the importance of maintaining the City's identity but cautioned against telling owners who they can and cannot have as tenants. He noted that as a resident of Loma Linda he wants to have safe neighborhoods, clean water, and well maintained parks. While Loma Linda is a health-focused City with unique opportunities to capitalize on its identity, he noted that the approach must be balanced and ensure they do not limit the opportunity for economic growth.

A discussion followed regarding the origins of the City's motto, *A City of Health and Prosperity*, and how it connects to the City's logo, which states *Serving Man*.

Mayor Pro Tempore Dailey expressed appreciation for Councilmember Spencer-Hwang's efforts in forming the committee. He concurred with comments by the Mayor. He agreed with sustaining the core values of the community, but agreed that there has to be a balance especially with the City facing financial challenges.

Councilman Rigsby also concurred with the Mayor's comments. He interpreted the City's motto as a reflection of its role as a beacon of service to the world and its responsibility to support the local community.

Mayor Pro Tempore Dailey suggested that at an appropriate time, the City Council should be included in discussions related to these initiatives.

Councilmember Spencer-Hwang thanked the Council for their comments.

6. Reports

6A. Reports of Council Members- 8:14 PM

No reports.

6B. Reports Of Officers- 8:14 PM

No reports.

7. Adjournment

The meeting adjourned at 8:14 pm.



Regular City Council Staff Report

C. Treasurer's Report - March 2025 [Finance]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3C.
To	From
City Council	Sonia Fabela, Finance Director

RECOMMENDATION:

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

Attachments

[Mar 2025 TREAS REPORT.pdf](#)

CITY OF LOMA LINDA
COMPOSITION OF CASH
March 2025

DEMAND DEPOSIT ACCOUNTS

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$ 1,816,813.39
Outstanding Checks as of month-end	<u>(833,976.90)</u>
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE	\$ 982,836.49
BANK OF AMERICA - PAYROLL	\$ 19,027.07
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT	99,861.86
Outstanding Checks as of month-end	<u>(8,682.10)</u>
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE	\$ 91,179.76
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT	22,842.41
Outstanding Checks as of month-end	<u>-</u>
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE	\$ 22,842.41

DEMAND DEPOSIT ACCOUNTS - TOTAL	\$ 1,115,885.73
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INVESTMENTS

YIELD

LOCAL AGENCY INVESTMENT FUND (LAIF)

CITY	4.333% *	\$ 59,183,093.31
CITY - Former RDA Bond Proceeds	4.333% *	443,736.31
CITY -Total		59,626,829.62
SUCCESSOR RDA	4.333% *	1,476,834.64
HOUSING AUTHORITY	4.333% *	1,826,903.80

INVESTMENTS TOTALS	\$ 62,930,568.06
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OTHER CASH

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

OTHER CASH TOTAL	\$ 1,850.00
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CASH AND INVESTMENTS - GRAND TOTAL	64,048,303.79
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PREVIOUS MONTH	<u>63,196,176.47</u>
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CHANGE +/-(-)	<u>\$ 852,127.32</u>
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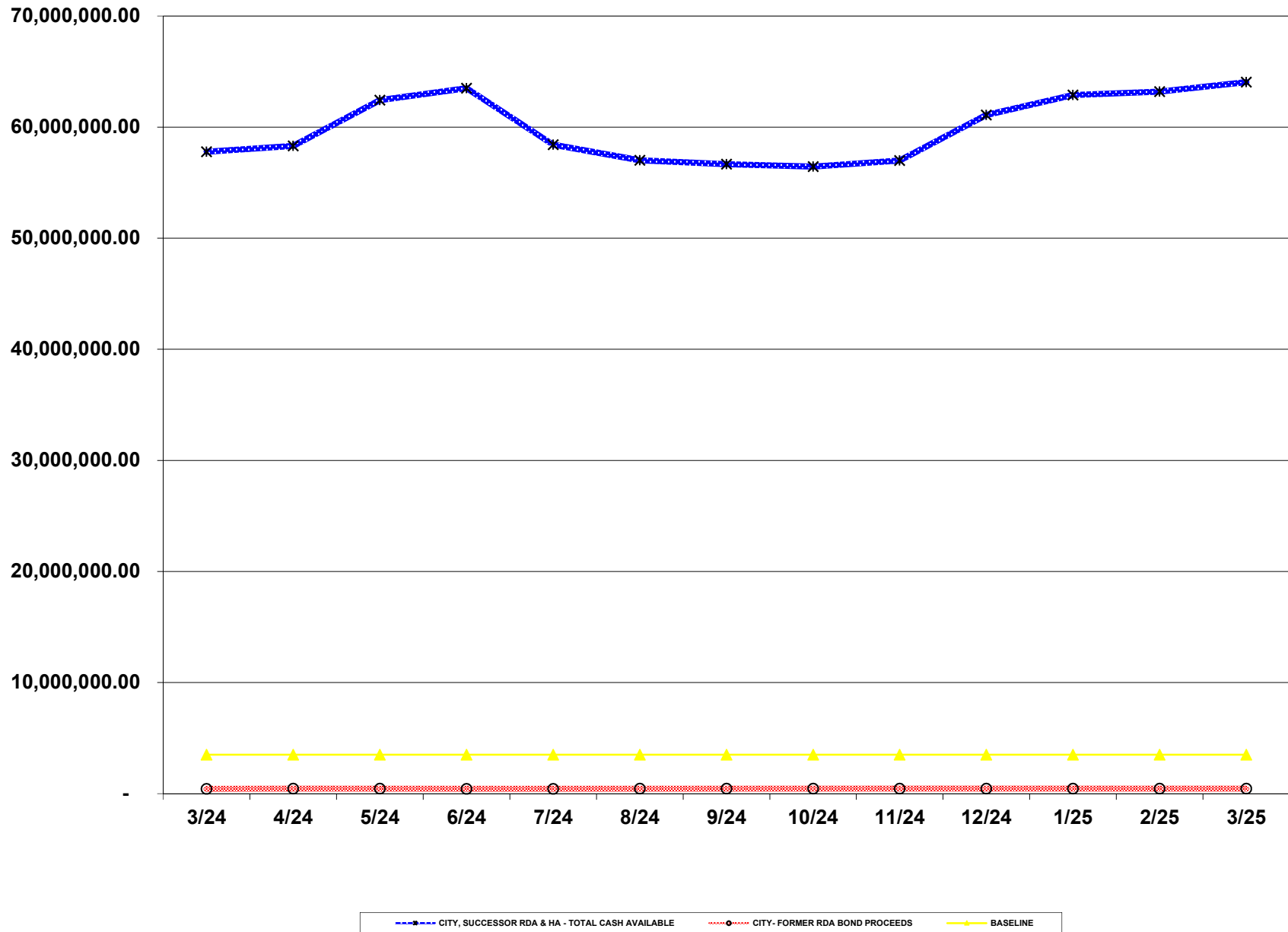
All investments are in accordance with the City Investment Policy, and as such, sufficient funds are available to meet the cash flow requirements of Loma Linda, including the next thirty days' obligations.



Treasurer

*LAIF Yield interest rate shown is for February 2025 as the March 2025 rate has not been released as of 4/3/2025

CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 3/2024-3/2025





D. Award Consulting Services Contract to Krisch & Company for Policy Review Services in an amount not-to-exceed \$15,000 [Finance]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3D.
To	From
City Council	Sonia Fabela, Finance Director

RECOMMENDATION:

Staff recommends that the City Council approve the Agreement for Consultant Services with Krisch & Company (Attachment 1) in an amount not-to-exceed \$15,000. Krisch & Company will update the City of Loma Linda's Purchasing and Contracting Policy ensuring it reflects current best practices and changes in regulations since adoption in 2018. Additionally, Krisch & Company will also review and update the City's Travel and Expense, and Purchase Card Program (Cal-Card) administrative procedures.

BACKGROUND:

The current Purchasing and Contracting Policy (Policy) incorporates the City of Loma Linda's Purchasing Code Chapter 3.32. The Policy covers general rules of purchasing, including City Council's authority to approve exceptions within applicable legal frameworks. The policy outlines administrative guidelines for change orders or an amendment to a contract, defines conflict of interest, and encourages the use of local vendors and green products whenever possible. Expenditure categories are further defined and the procurement process is explained at the different dollar thresholds and includes the approval levels and whether a purchase order (PO) is required. The current policy also incorporates federal purchasing guidelines to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) issued by the U.S. Office of Management and Budget (OMB). However, with updates to these regulations and the passage of time, the City's policy requires revision to maintain its relevance, statutory compliance, and adherence to government best practices.

ANALYSIS:

The current Policy has been in place for over seven years, during which regulatory updates and changes in best practices have emerged. Updating this Policy is essential to ensuring continued compliance, efficiency, and alignment with City's objectives. A Request for Proposal (RFP) was issued to five qualified firms, of which three responded. Following a comprehensive evaluation, Krisch & Company was identified as the most suitable consultant for this project. The updated Policy will build on the strong foundational framework established in the current Policy, and will address updated requirements and governmental best practices. Once finalized, the updated Policy will be presented to the City Council for review and adoption.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Funding is available in Account No. 0011400-51820.

Attachments

[Agreement for Consultant Services - Krisch & Company.pdf](#)

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2025, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and Krisch & Company, a California Corporation, (hereinafter referred to as "CONTRACTOR").

A. RECITALS

1. City has heretofore requested of CONTRACTOR the performance of services with respect to Governmental Advisory Services – Review of Purchasing, Travel and Expense Reimbursement, and Cal-Card Program Policy (PROJECT" hereinafter);
2. CONTRACTOR has now submitted its proposal for the performance of such services;
3. CITY desires to retain CONTRACTOR to perform the services necessary to render advice and assistance to CITY relating to the PROJECT;
4. CONTRACTOR represents that it is qualified to perform such services and is willing to perform such services as hereinafter defined.

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

B. AGREEMENT

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

c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONTRACTOR within the CITY.

3. CITY agrees as follows:

a. To pay to CONTRACTOR a maximum sum of that amount set forth in Exhibit "B" hereto. This sum shall cover the cost of all direct and indirect costs or fees, including the work of employees and consultants of CONTRACTOR. Payment to CONTRACTOR, by CITY, shall be made in accordance with the provisions of Exhibit "B".

b. Optional Services: Payments for additional services requested, in writing, by CITY, and not included in the Scope of Services, shall be paid on a compensation basis in accordance with the compensation rates set forth in Exhibit "B". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within 30 days after said invoices are received by CITY.

4. CITY agrees to provide to CONTRACTOR:

a. Information and assistance in the Scope of Services, hereto;

b. Copies of information, if available, which CONTRACTOR considers necessary in order to complete the Project;

c. Such information as is generally available from CITY files applicable to the Project;

d. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR'S responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, photographs and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and, upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR. CONTRACTOR may, however, make and retain such copies of said documents and materials as CONTRACTOR may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of written "Notice of Termination" to CONTRACTOR at least ten (10) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated at CONTRACTOR'S applicable hourly rates as set forth in Bid Schedule, on a pro rata basis with respect to the percentage of the PROJECT completed as of the date of termination. CONTRACTOR shall provide to CITY any and all documents, studies, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in the Paragraph 7. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

8. Definition of Contract Period: The Contract shall be in force from April 14, 2025, until September 30 2025. Payments for the items in the Bidding Schedule shall be prorated for the portion of the year during which the work is performed.

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

CONTRACTOR: KRISCH & COMPANY
Name: KATHERINE YUEN KRISCH, CPA, CIA
Title: PARTNER
Address: 3478 BUSKIRK AVENUE, SUITE 215
PLEASANT HILL, CA 94523

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

9. Insurance:

a) Type of /Required Coverages

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

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

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

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

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

b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

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

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

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

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

c) Notice of Cancellation

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

d) Waiver of Subrogation

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

e) Evidence of Insurance

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

f) Deductible or Self-Insured Retention

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

g) Contractual Liability

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

h) Failure to Maintain Coverage

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

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

i) Acceptability of Insurers

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

j) Claims Made Policies

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

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

k) Insurance for Subcontractors

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

10. Indemnification:

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

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

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

parties, and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

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

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

CONTRACTOR:
Krisch & Company

CITY:
City of Loma Linda, A Municipal Corporation

By: _____
Signature

By: _____
Signature

Name: _____
Typed/Printed

Name: T. Jarb Thaipejr
Typed/Printed

Title: _____

Title: _____

ATTEST:

Lynette Arreola, City Clerk

APPROVED AS TO FORM:

Diane Robbins, City Attorney



Regular City Council Staff Report

E. Approve the purchase of an Emergency Generator for \$45,073.50 from General Power and Award Contract to Las Colinas Engineering for Engineering, Testing and Project Management Services for a not-to-exceed amount of \$35,000 [Public Works]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3E.
To	From
City Council	Jeff Peterson, Associate Engineer
Via	
T Jarb Thaipejr, City Manager	

RECOMMENDATION:

It is recommended that City Council approve the purchase of one emergency generator with accessories from General Power of Miami, FL for a total of \$45,073.50 and award a contract to Las Colinas Engineering of Rialto for a not-to-exceed amount of \$35,000 for engineering, testing and project management.

BACKGROUND:

City staff constantly monitors, evaluates and analyzes our ability to respond to emergency situations. Due to the recent wildfires in Los Angeles County, additional attention was directed toward our ability to respond to a similar situation. It was determined that seven (7) emergency generators would be required to run our water system. Previously, City Council approved \$384,045.19 to purchase 3 generators. The initial investigation indicated the original equipment would require much larger generators than actually needed. Further analysis noted that smaller, more efficient generators would address the needs for a cost savings. This savings allows for an additional generator purchase.

ANALYSIS:

The City Manager directed staff to obtain a quote from a reputable generator supplier we have previously received a competitive bid from, General Power of Miami, FL. We then compared that cost to the Sourcewell (formerly National Joint Powers Alliance) preapproved competitive bid program. We noted a substantial savings per unit from General Power with a delivery time of 6 weeks versus 8 months, bid attached. The total quote for four (4) generators with accessories and tax is \$429,118.69, minus the \$384,045.19 previously allocated for three (3) generators leaves a balance of \$45,073.50.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Funding is available in Account No. 4657010.58220.

Attachments

[Generators 2025.pdf](#)

Date Mar 27, 2025 02:49 PM

Proforma Number 2030164000221436238

To Brian Bolger

Sales Rep Name Rafael Valderrama

Product Details

GPM-F60-60T4F (RENTAL)

61KW 77KVA FTP (IVECO) POWERED MOBILE GENERATOR, "EPA/CARB TIER 4 FINAL"

-BRAND NEW

-MARINE-GRADE ALUMINUM ENCLOSURE

Price EACH Qty

\$ 59,949 3

GENERATOR POWER RATINGS:

-3PHASE 480/277V: 61KW (77KVA) 92A STANDBY, 56KW (70KVA) 84A PRIME, 0.8PF, 60HZ

-3PHASE 208/120V: 61KW (77KVA) 212A STANDBY, 56KW (70KVA) 194A PRIME, 0.8PF, 60HZ

-1PHASE 240/120V: 55KW (55KVA) 229A STANDBY, 50KW (50KVA) 208A PRIME, 1.0PF, 60HZ

EMISSIONS COMPLIANCE:

-U.S. EPA CARB TIER 4 FINAL compliant engine for Stationary Emergency, Stationary Prime, and Mobile Prime application as per current U.S. Environmental Protection Agency regulations

POWERED BY A HEAVY DUTY INDUSTRIAL ENGINE FOR MAXIMUM DURABILITY, EXCELLENT RELIABILITY AND WORLDWIDE SUPPORT:

-FTP (IVECO) F34ETZK02.A73, 1800RPM, Turbocharged, air-to-air cooled

-Electronic isochronous governor

-Industrial-grade cooling system with fan guards and coolant drain extension with in-line valve

-DOC+EGR+SCR-only exhaust aftertreatment system. No DPF or regeneration

-5.2GAL (20L) DEF tank, 26-hours runtime @ 100% PRP

PREMIUM INDUSTRIAL-GRADE ALTERNATOR:

-STAMFORD UCI224F, 12 Leads, brushless

-Permanent Magnet Generator auxiliary excitation system (PMG)

-Full load rated with thermo-magnetic switch protection

-Skewed rotor and 2/3 pitch winding suppress triple harmonics and guarantee a superior voltage waveform

-Class H Insulation and Self-ventilated drip-proof design

-Electronic automatic voltage regulation

ADVANCED DIGITAL CONTROLLER:

-DEEP SEA ELECTRONIC DSE7320MKII, Microprocessor based generator controller, UL listed.

-User-friendly, 4-line back light LCD icon display, with on-screen line-diagram functionality.

-Manual, TEST, and Auto Operation Mode, with 2-wire remote start/stop capability.

-50 event log & 50+ Engine/ECU/Alternators alarms. Warning, Electrical Trip and Shutdown Alarms.

105-GAL, DOUBLE-WALLED, INTEGRAL METALLIC FUEL TANK FOR DAILY AUTONOMY:

-32-hours runtime autonomy @ 75% PRP

-24-hours runtime autonomy @ 100% PRP

-Electronic fuel level sender

-Programmable low-level, high-level alarms and shutdowns

RENTAL-GRADE FEATURES FOR COMPLETE MOBILITY, TOTAL VERSATILITY AND MAXIMUM ROI:

-DOUBLE-WALLED FUEL TANK: 105Gal (397L), double walled, integral metallic fuel tank with electronic fuel level sender for control panel readings, alarms and shutdowns. Double-walled construction with 110% containment capability and leak detection switch

-RUNTIME AUTONOMY (DIESEL): 32 Hours @ 75% load, 24 Hours @ 100% load

-ENVIRONMENTAL CONTAINMENT: 110% rated containment of oil, coolant and fuel

-VOLTAGE SELECTOR SWITCH: 3-position, manual voltage selector switch for effortless switching connections (3phase low-wye, 3phase high-wye, 1phase double-delta)

-POWER DISTRIBUTION PANEL: Enclosure-surface mounted, rental-type, full distribution panel includes: 2x 15AMP duplex receptacles, 3x 50AMP twist lock receptacles, 1x FULL SET color coded camlocks, 1x FULL SET bus bars with mechanical lugs

-SIMULTANEOUS OUTPUT: Simultaneous 1-phase/3-phase duplex-output: 139V output on duplex outlets while genset operates on 480/277V (does not require buck transformer)

-EXTERNAL SHORE POWER CONNECTOR: Externally mounted quick-connector provide convenient access to power the battery charger and coolant heater

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- EXTERNAL CONNECTION PORTS: 4x externally mounted quick access ports installed on the enclosure for fuel supply, fuel return, oil drain and coolant drain
- EMERGENCY STOP BUTTON: Recessed emergency-stop button
- BATTERY DISCONNECT SWITCH: Manually operated battery quick disconnect switch
- MAIN LINE BREAKER: ABB 250A, 3poles, manual main line circuit breaker
- SHUNT TRIP: 12VDC shunt trip

Price EACH Qty

BRAND NEW AND FULLY PACKAGED RENTAL GENERATOR INCLUDES STANDARD:

- AUTO start/stop control feature included for remote start via 2-Wire dry contact
- Microprocessor based control panel
- 12V charged DC starting battery with electrolyte and cables
- Mechanically welded chassis with anti-vibration isolators
- Each unit prototype and individually load bank tested prior to shipping in our Quality Controlled facilities in USA
- User guide, commissioning, and maintenance manual. Wiring diagrams included. (English)
- Compliant with ISO9001, ISO3046, ISO8528, BS4999, BS5514, BS5000PT99, AS1359, IEC34, UTE5100, VDE0530

ENGINEERED FOR PRIME POWER AND PEACE OF MIND:

- QUALITY: 100% engineered and individually load bank tested in USA
- INTERNATIONAL WARRANTY: Industry-leading Comprehensive Parts AND Labor coverage for up to 1 YEAR / 2000 HOURS Prime Service Duty
- SOUND LEVELS: Super silent enclosure designed to meet and exceed North American Level 2 and European 2000/14EC Low sound level directives

GENERATOR DIMENSIONS:

- SKID MOUNTED: Please refer to exact-configuration drawings
- TRAILER MOUNTED: Please refer to exact-configuration drawings

PHOTOS, TECHNICAL LITERATURE, STANDARD FEATURES AND ONLINE LIBRARY LINK:

- Click here: <https://bit.ly/3Qa1w2P>

ENCLOSURE-STANDARD-ALUMINUM

\$ 0 3

SUPER-SILENT, CORROSION-RESISTANT, ALUMINUM ENCLOSURE FOR MAXIMUM LONGEVITY AND EXCELLENT SOUND ATTENUATION:

- CONSTRUCTION: 12GA marine-grade aluminum panels with stainless-steel hardware for maximum corrosion resistance
- TYPE: IP56 / outdoor rated / Weather proof / super silent design compliant to ISO12944 1000+ hour salt-spray test
- VERTICAL DISCHARGE PLENUM: Weather-resistant vertical air discharge outlet redirects cooling air up and above enclosure to reduce ambient noise
- SOUND ATTENUATING MATERIAL: Up to 51mm (2in) Acoustic insulation with hydrocarbon sealing film for maximum sound absorption, flame resistance and moisture repellence
- FINISH: UV and fade-resistant, high temperature cured, polyester powder paint

FUEL-TANK-2W-NONUL-INTEGRAL

\$ 0 3

- 108-Gal
- Double-walled construction
- Integral design
- 32-hours runtime autonomy @ 75% PRP
- 24-hours runtime autonomy @ 100% PRP
- Electronic fuel level sender and visual gauge
- Programmable low-level, high-level, leak detection alarms/shutdowns option available
- Fuel fill with lockable cap
- Maintenance-friendly basin design for fluids containment
- 110% fluids containment

BATTERY CHARGER KIT

\$ 285 3

Complete Automatic Battery Charger Kit, Floater/Equalizer type with overload protection, factory installed

HEATER KIT

\$ 295 3

HOTSTART Complete Automatic Engine Jackets Coolant thermosyphon heater kit with built-in Thermostat, factory installed

FILTER KIT

\$ 585 6

1000 HOURS FILTER KIT, Complete Filter Kit with Original Oil / Air / Fuel filter(s) for first (3) scheduled maintenance interval(s) as per warranty requirements

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TRAILER 7,000 LBS

\$ 7,900 2

7,000 LBS G.V.W.R., HEAVY DUTY ROAD TRAILER.

- 2-AXLE
- D.O.T. COMPLIANT
- ELECTRIC BRAKES SYSTEM
- ELECTRIC RUNNING/DIRECTIONAL LIGHTS SYSTEM
- EMERGENCY BATTERY BACK-UP BREAKAWAY SYSTEM
- 7-WIRE ROUND CONNECTION PLUG (6-WIRE AVAILABLE ON-DEMAND)
- 3" PINTLE EYE, ADJUSTABLE AND INTERCHANGEABLE (2-5/16" BALL COUPLER AVAILABLE ON-DEMAND)
- ANTI-SKID, STEP-ON, DIAMOND-PLATE STEEL FENDERS
- FENDER STEP-UP EXTENSIONS FOR OPERATOR
- FRONT STABILIZING JACK WITH SAND-SHOE
- REAR STABILIZING JACKS WITH SAND-SHOES
- SAFETY CHAINS AND LATCHED SLIP SAFETY HOOKS
- TRANSPORTATION D-RING TIE-DOWNS
- OPEN DECK CONSTRUCTION
- MADE IN USA

TRAILER 10,400 LBS

\$ 7,900 1

10,400 LBS G.V.W.R., HEAVY DUTY ROAD TRAILER.

- 2-AXLE
- D.O.T. COMPLIANT
- ELECTRIC BRAKES SYSTEM
- ELECTRIC RUNNING/DIRECTIONAL LIGHTS SYSTEM
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- FRONT STABILIZING JACK WITH SAND-SHOE
- REAR STABILIZING JACKS WITH SAND-SHOES
- SAFETY CHAINS AND LATCHED SLIP SAFETY HOOKS
- TRANSPORTATION D-RING TIE-DOWNS
- OPEN DECK CONSTRUCTION
- MADE IN USA

GPP-J160-60T4F-2SG (RENTAL)

\$ 94,778 1

160 KW GENPOWERUSA JOHN DEERE POWERED MOBILE GENERATOR, "EPA/CARB TIER 4 FINAL"

- BRAND NEW
- 12GA GALVANIZED-STEEL SUPER SILENT ENCLOSURE

GENERATOR POWER RATINGS:

- 3PHASE 480/277V: 160KW (200KVA) 241A STANDBY, 144KW (180KVA) 217A PRIME, 0.8PF, 60HZ
- 3PHASE 208/120V: 160KW (200KVA) 556A STANDBY, 144KW (180KVA) 500A PRIME, 0.8PF, 60HZ
- 1PHASE 240/120V: 95KW (95KVA) 395A STANDBY, 90KW (90KVA) 375A PRIME, 1.0 PF, 60HZ

POWERED BY PREMIUM HEAVY DUTY INDUSTRIAL COMPONENTS FOR MAXIMUM DURABILITY, EXCELLENT RELIABILITY AND WORLDWIDE SUPPORT:

- DIESEL ENGINE: JOHN DEERE 6068HG550, Turbocharged & Aftercooled, heavy duty diesel engine, 1800rpm, Electronic governor, U.S. EPA / CARB TIER 4 FINAL compliant
- EMISSIONS COMPLIANCE: U.S. EPA / CARB TIER 4 FINAL as per current U.S. Environmental Protection Agency regulations
- AC ALTERNATOR: LEROY SOMER LSA44.3VL13, 12 Leads brushless alternator. IP23 drip-proof protection, Insulation class H. Electronic Automatic voltage regulation
- ADVANCED DIGITAL CONTROLLER: DEEPSEA DSE7420 MKII digital auto-start/stop control panel. All genset parameter, alarms and control functions. RS232 and RS485. UL LISTED
- CIRCUIT BREAKER: ABB 630AMP, Manual Main line circuit breaker, 3 poles, set mounted, wired and maximum output rated for complete generator protection . UL LISTED

CORROSION-RESISTANT GALVANIZED-STEEL ENCLOSURE FOR ENHANCED LONGEVITY AND EXCELLENT SOUND PERFORMANCE:

- ENCLOSURE CONSTRUCTION: 12GA, galvanized-steel panels with stainless steel hardware
- ENCLOSURE TYPE: IP56 rated Weather-proof, sound attenuated enclosure
- SOUND ATTENUATING MATERIAL: Up to 50 mm (2 in) of Acoustical Foam with urethane lining, designed to give maximum sound absorption. Flame resistant to UL94-HF1

RENTAL-GRADE FEATURES FOR COMPLETE MOBILITY, TOTAL VERSATILITY AND MAXIMUM ROI:

- DOUBLE-WALLED FUEL TANK: 211Gal (800L), double walled, integral metallic fuel tank with electronic fuel level

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sender for control panel readings, alarms and shutdowns. Double-walled construction with 110% containment

Capacity Details

- RUNTIME AUTONOMY (DIESEL): 29 Hours @ 75% load, 24 Hours @ 100% load
- ENVIRONMENTAL CONTAINMENT: 110% rated containment of oil, coolant and fuel
- VOLTAGE SELECTOR SWITCH: Manual voltage selector switch for effortless switching connections
- POWER DISTRIBUTION PANEL: Enclosure-surface mounted, rental-type, full distribution panel includes: 2x 20AMP duplex receptacles, 2x 50AMP twist lock receptacles, 2x FULL SET color coded camlocks, 2x FULL SET bus bars with 600mcm mechanical lugs
- SIMULTANEOUS OUTPUT: Simultaneous 1-phase/3-phase duplex-output: 139V output on duplex outlets while genset operates on 480/277V (does not require buck transformer)
- EXTERNAL SHORE POWER CONNECTOR: Externally mounted quick-connector provide convenient access to power the battery charger and coolant heater
- EXTERNAL CONNECTION PORTS: 4x externally mounted quick access ports installed on the enclosure for fuel supply, fuel return, oil drain and coolant drain
- DOUBLE CRITICAL-ACCESS EMERGENCY STOP BUTTONS: Recessed emergency-stop buttons installed separately on the enclosure
- BATTERY DISCONNECT SWITCH: Manually operated battery quick disconnect switch
- SHUNT TRIP: 12VDC shunt trip
- ACCIDENTAL SWITCHOVER PROTECTION: Automatic breaker shunt-trip in the case of accidental operation of the voltage selector switch while the engine is running

BRAND NEW AND FULLY PACKAGED RENTAL GENERATOR INCLUDES STANDARD:

- AUTO start/stop control feature included for remote start via 2-Wire dry contact
- Microprocessor based control panel
- 12V charged DC starting battery with electrolyte and cables
- Mechanically welded chassis with anti-vibration isolators
- Each unit prototype and individually load bank tested prior to shipping in our Quality Controlled facilities in USA
- User guide, commissioning, and maintenance manual. Wiring diagrams included. (English)
- Compliant with ISO9001, ISO3046, ISO8528, BS4999, BS5514, BS5000PT99, AS1359, IEC34, UTE5100, VDE0530

ENGINEERED FOR PRIME POWER AND PEACE OF MIND:

- QUALITY: 100% engineered and individually load bank tested in USA
- INTERNATIONAL WARRANTY: Industry-leading Comprehensive Parts AND Labor coverage for up to 1 YEAR / 2000 HOURS Prime Service Duty
- SOUND LEVELS: Super silent enclosure designed to meet and exceed North American Level 2 and European 2000/14EC Low sound level directives

GENERATOR DIMENSIONS:

- SKID MOUNTED: Please refer to exact-configuration drawings
- TRAILER MOUNTED: Please refer to exact-configuration drawings

DATASHEET, DRAWINGS AND PHOTOS LIBRARY:

- CLICK HERE: <https://bit.ly/3YW7OFp>

ENCLOSURE-STANDARD-STEEL-GALVANIZED

SUPER-SILENT, CORROSION-RESISTANT, GALVANIZED-STEEL ENCLOSURE FOR MAXIMUM LONGEVITY AND EXCELLENT SOUND ATTENUATION:

- CONSTRUCTION: 12GA galvanized-steel panels with stainless-steel hardware for maximum corrosion resistance
- TYPE: IP56 / outdoor rated / Weather proof / super silent design compliant to ISO12944 1000+ hour salt-spray test
- VERTICAL DISCHARGE PLENUM: Weather-resistant vertical air discharge outlet redirects cooling air up and above enclosure to reduce ambient noise
- SOUND ATTENUATING MATERIAL: Up to 51mm (2in) Acoustic insulation with hydrocarbon sealing film for maximum sound absorption, flame resistance and moisture repellence
- FINISH: UV and fade-resistant, high temperature cured, polyester powder paint

FUEL-TANK-2W-NONUL-INTEGRAL

- 211-Gal
- Double-walled construction
- Integral design
- 29-hours runtime autonomy @ 75% PRP
- 24-hours runtime autonomy @ 100% PRP
- Electronic fuel level sender and visual gauge
- Programmable low-level, high-level, leak detection alarms/shutdowns option available
- Fuel fill with lockable cap
- Maintenance-friendly basin design for fluids containment
- 110% fluids containment

BATTERY CHARGER KIT

Complete Automatic Battery Charger Kit, Floater/Equalizer type with overload protection, factory installed

Price EACH Qty

\$ 0 1

\$ 0 1

\$ 285 1

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Product Details

HEATER KIT

Complete Automatic Engine Jackets Coolant thermosyphon heater kit with built-in Thermostat, factory installed

Price EACH Qty
\$ 295 1

FILTER KIT

1000 HOURS FILTER KIT, Complete Filter Kit with Original Oil / Air / Fuel filter(s) for first (3) scheduled maintenance interval(s) as per warranty requirements

\$ 585 2

TRAILER 12,000 LBS

12,000 LBS G.V.W.R., HEAVY DUTY ROAD TRAILER.

- 2-AXLES
- D.O.T. COMPLIANT
- ELECTRIC BRAKES SYSTEM
- ELECTRIC RUNNING/DIRECTIONAL LIGHTS SYSTEM
- EMERGENCY BATTERY BACK-UP BREAKAWAY SYSTEM
- 7-WIRE ROUND CONNECTION PLUG (6-WIRE AVAILABLE ON-DEMAND)
- 3" PINTLE EYE, ADJUSTABLE AND INTERCHANGEABLE (2-5/16" BALL COUPLER AVAILABLE ON-DEMAND)
- ANTI-SKID, STEP-ON, DIAMOND-PLATE STEEL FENDERS
- FENDER STEP-UP EXTENSIONS FOR OPERATOR
- FRONT STABILIZING JACK WITH SAND-SHOE
- REAR STABILIZING JACKS WITH SAND-SHOES
- SAFETY CHAINS AND LATCHED SLIP SAFETY HOOKS
- TRANSPORTATION D-RING TIE-DOWNS
- OPEN DECK CONSTRUCTION
- MADE IN USA

\$ 13,900 1

CUSTOM PARTS

80FT LONG POWER HARNESS KIT:

- 5X EA, CABLES 4/0 AWG, 80FT LONG
- 5X EA, CAM-LOCKS, FEMALE, COLOR CODED
- 5X EA, CAM-LOCKS, MALE, COLOR CODED
- ASSEMBLED AND TESTED, SHIPPED LOOSE

\$ 8,881 3

CUSTOM PARTS

40FT LONG POWER HARNESS KIT:

- 5X EA, CABLES 4/0 AWG, 80FT LONG
- 5X EA, CAM-LOCKS, FEMALE, COLOR CODED
- 5X EA, CAM-LOCKS, MALE, COLOR CODED
- ASSEMBLED AND TESTED, SHIPPED LOOSE

\$ 4,916 1

KIT REMOTE MONITORING / CONTROL (DSE-GPRS)

Real-time cloud based remote monitoring and control via DSEWebNet communications system using an ethernet connection OR GPRS (GSM/3G/4G).

\$ 995 4

The free-to-download DSEWebNet software can be viewed using laptop, desktop, tablet and smart phone devices.

- 1X EA, DSE890MKII DEEP SEA Electronics Ethernet/3G/4G gateway module
- 1X EA, DSE020-1053 combined LTE/GPS antenna
- 1X EA, CANBUS communications harness between genset controller and gateway module
- 1X EA, 12VDC connection harness
- Mounting, programming, and testing included
- Final on-site connection and configuration required by end user. NOT included
- Broadband modem NOT included
- SIMcard/contract NOT included

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Product Details

Price EACH Qty

SHIPPING – OPEN FLATBED

1X Step Deck Trailers – Dedicated Load (2 Units per truck)
1X Step Deck Trailers – Partial Load (1 Unit per truck)
1X Step Deck Trailers – Dedicated Load (1 Unit per truck)

\$ 21,590 1

-GROUND TRANSPORT SERVICE TO DESTINATION Bakersfield - California.93377
-DOOR TO DOOR SERVICE TO A DESTINATION WITH UNLOADING CAPABILITIES
-VIA LTL OPEN FLATBED
-LIFTGATE NOT INCLUDED
-UNLOADING NOT INCLUDED

SHIPPING RATES VALIDITY: SHIPPING RATES QUOTED HEREIN ARE ONLY VALID FOR 30 CALENDAR DAYS FROM THE DATE OF FIRST ISSUANCE AND ARE THEN SUBJECT TO ADJUSTMENT/INCREASE BASED ON CURRENT MARKET RATES AT THE TIME OF SHIPMENT.
BY ACCEPTING THIS QUOTE, YOU AGREE TO SAID NECESSARY ADJUSTMENTS, IF ANY.

SPECIAL CLAUSE

This quotation includes a special government purchase discount applicable exclusively for official government procurement

\$ -8,500 1

AVAILABILITY

-LEAD TIME:
ALL IN STOCK

\$ 0 1

PAYMENT TERMS:

100% PAYMENT DUE UPON DELIVERY

-INCOTERMS: EXW our warehouse Miami, FL USA

Sub Total \$ 367,854

Taxes \$ 0

Grand Total \$ 367,854

Terms & Conditions

GENERAL POWER LIMITED, INC.'S SALES TERMS AND CONDITIONS

LEAD TIME: Quoted lead time for shipment preparation starts AFTER our payment receipt confirmation. All stock items are subject to previous sales.

SALES TAXES: State Sales Tax is NOT included. As applicable by law, due prior to shipping or waived with tax exemption/certificate. Please ask us

SUBMITTAL APPROVALS: Orders that require assembly and/or manufacturing of custom metal-fabrication products (bases, tanks, trailers, and/or enclosures), are subject to submittal drawings approval and will incur 2 additional weeks of lead time for the preparation of such. Orders will only be released and scheduled for production upon receipt of customer's signed approval of said drawings

INCOTERMS: EXW our designated location unless otherwise stated in our formal estimate

WARRANTY: International Warranty. Manufacturer's standard terms and conditions apply. Warranty coverage is ALWAYS Subject to an immediate warranty registration at time of commissioning or first use. No exceptions. Please request instructions

PRICES: U.S. Dollars

PAYMENT TERMS: 100% Prepaid to confirm order unless otherwise states in our formal estimate

PAYMENT: Wire transfer subject to our confirmation. Company checks, Cashier's checks and Personal checks are subject to funds clearance (7 days approx.)

WIRE TRANSFER FEES: All sender and intermediary banking and wire transfer fees and charges MUST be paid by the customer prior to shipping

PICK UP METHOD: At our designated location. Flatbed or a dock-height vehicle may be required for loading, please request written instructions from your sales representative

FREE-ZONE AND BONDED CARGO: Pick-up and Delivery of Customs-BONDED and/or FREE-ZONE cargo is subject to all U.S. Customs export procedures, protocols, shipping restrictions and export documentation. Please request instructions

DISCOUNTS: Prices quoted ALREADY reflect a 3% discount for Wire transfer, Check or Cash payment (Credit card payments are not eligible for this discount)

WAREHOUSING 'GRACE PERIOD': Commencing on the sales order 'Ready Date', All orders include standard a 10 days storage GRACE PERIOD at no charge. Additional storage will be billed separately

WAREHOUSING 'STORAGE PERIOD': Commencing on the original sales order 'Ready Date' (+) 11 calendar days, All orders will accrue storage charges at a rate of US\$1.25 per cubic foot. Storage charges will be billed in advance at the beginning of each storage period, charges are NOT pro-ratable, and All Storage charges are due in full prior to shipment. No exceptions.

MAILING OF DOCUMENTS: Any and All requests to MAIL/SHIP/COURIER physical documents including but not limited to, Commercial Invoices, Packing lists, Bills of Lading, Certificates of insurance, Certificates of origin, Titles, Manuals, among others, will be quoted AND charged separately prior to mailing. No exceptions.

VALIDITY: 30 days unless otherwise stated in our formal estimate, subject to previous sales, typographical and technical corrections. We reserve all our rights

PROMOTIONS: All promotions, incentives and special discounts are subject to promotion duration, stock availability and other restrictions as applicable. We reserve all

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our rights

ORDERS: All orders are non-cancellable, non-returnable, non-exchangeable without General Power's previous written authorization. Cancellations or Returns are subject to 35% cancellation/return fee over invoice value plus freight charges. NO EXCEPTIONS

SPECIAL INSTRUCTIONS: General Power's Estimate/Proforma Invoice and Order Confirmation Form, constitute the entirety of this transaction. No additional requirements will be honored

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Date Mar 27, 2025 01:13 PM**Proforma Number** 2030164000226504004**To**
Brian Bolger**Sales Rep Name** Rafael Valderrama**Product Details****XX-GENSET ACCESSORY**

DOCKING STATION MTSWC-02-D3-3R-MR-NOFBRMSK

Price EACH Qty

\$ 7,600 4

Manual Transfer Switch - Combination

Amps: 200 amps

Voltage: 480Y/277V

of Poles/Phase: 3 Pole

Wires: 3 wires with neutral and ground

Enclosure: Type 3R painted steel

Camlocks: Male

Camlock Location: Right side

Overcurrent Protection: No Over Current
protection

Suitable for Service Entrance: No

Accessories:

Phase Rotation Monitor

3 wire auto start terminals

AVAILABILITY

\$ 0 1

-LEAD TIME: 6 weeks, subject to previous sales. To be confirmed at time of order.

-INCOTERMS: EXW our FTZ warehouse Miami, FL USA

Sub Total \$ 30,400**Taxes \$ 0****Grand Total \$ 30,400****Terms & Conditions**

GENERAL POWER LIMITED, INC'S SALES TERMS AND CONDITIONS

LEAD TIME: Quoted lead time for shipment preparation starts AFTER our payment receipt confirmation. All stock items are subject to previous sales.

SALES TAXES: State Sales Tax is NOT included. As applicable by law, due prior to shipping or waived with tax exemption/certificate. Please ask us

SUBMITTAL APPROVALS: Orders that require assembly and/or manufacturing of custom metal-fabrication products (bases, tanks, trailers, and/or enclosures), are subject to submittal drawings approval and will incur 2 additional weeks of lead time for the preparation of such. Orders will only be released and scheduled for production upon receipt of customer's signed approval of said drawings

INCOTERMS: EXW our designated location unless otherwise stated in our formal estimate

WARRANTY: International Warranty. Manufacturer's standard terms and conditions apply. Warranty coverage is ALWAYS Subject to an immediate warranty registration at time of commissioning or first use, No exceptions. Please request instructions

PRICES: U.S. Dollars

PAYMENT TERMS: 100% Prepaid to confirm order unless otherwise states in our formal estimate

PAYMENT: Wire transfer subject to our confirmation. Company checks, Cashier's checks and Personal checks are subject to funds clearance (7 days approx.)

WIRE TRANSFER FEES: All sender and intermediary banking and wire transfer fees and charges MUST be paid by the customer prior to shipping

PICK UP METHOD: At our designated location. Flatbed or a dock-height vehicle may be required for loading, please request written instructions from your sales representative

FREE-ZONE AND BONDED CARGO: Pick-up and Delivery of Customs-BONDED and/or FREE-ZONE cargo is subject to all U.S. Customs export procedures, protocols, shipping restrictions and export documentation. Please request instructions

DISCOUNTS: Prices quoted ALREADY reflect a 3% discount for Wire transfer, Check or Cash payment (Credit card payments are not eligible for this discount)

WAREHOUSING 'GRACE PERIOD': Commencing on the sales order 'Ready Date', All orders include standard a 10 days storage GRACE PERIOD at no charge.

Additional storage will be billed separately

WAREHOUSING 'STORAGE PERIOD': Commencing on the original sales order 'Ready Date' (+) 11 calendar days, All orders will accrue storage charges at a rate of

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Quotation

DATE 3/25/2025

Quotation # LCE-TC03252025/00

Engineering Services
Site Survey / Design
Survey / Testing and
on site tech support

Customer REF BID

Quotation valid until: 4/24/2025

Prepared by: Lule Claderon.
Engineer-PM
909-827-7430



3490 Laurel Avenue

Rialto, CA 92377
Office Phone - Fax (909-543-6092)

Quotation For:

Name: CITY OF LOMA LINDA
Company Name: Department of Public Works
Street Address: 25541 Barton Road, Loma Linda, CA
Brian W. Bolger / Facilities Coordinator
Cell: (909)478-4270 / Office: (909)799-4435
WATER DEPARTMENT



NOT TO EXCEED
\$36,000

Comments or Special Instructions:

EMERGENCY BACKUP SYSTEMS - DEPARTMENT OF PUBLIC WORKS
EMERGENCY GENERATOR ENGINEERING SERVICES

SALESPERSON	REFERENCE	PROJECT DURATION	QUOTE VALID	PAYMENT TERMS	LEAD TIME
LUIE C.	Engineering Services Site Survey / Design Survey / Testing and on site tech support	Duration 8-10 fays	30 DAYS	NET 30	N/A

QTY	DESCRIPTION	PRICE EACH	TAXABLE	AMOUNT
1	SITE SURVEY Site survey of all 8 CITY OF LOMA LINDA WELLS AND RESERVOIRS / Switchboards, Panelboards, Disconnects, switchgear, motors. Taking an enourmous amount of time measuring Voltage, Current and HP of each on site motors and starters. NO existing site prints and single line diagrams	\$ 5,075.84		\$ 5,075.84
1	DESIGN SURVEY Designing Survey - Work with City of Loma Linda Water Department and Generator Dealer in order to integrate correct generator electrical and mechanical requirements for all RESERVOIR and WELL Sites. This is an on going challenge, since all sites don not have electrical drawing or single line drawings. We would have to create electrical drawings for each site duration 8-10 days	\$ 5,075.84		\$ 5,075.84
1	ENGINEERING Engineering - Write Scope Of Work and provide onsite engineering and project development services and support - develop single line CAD drawings for each site, integrating new electrical and mechanical equipment to each site. duration 8-10 days	\$ 5,075.84		\$ 5,075.84
1	TESTING Provide CONTRACTOR on*site support DURING electrical - mechanical witnes testing of generator and MTS operation at each site -duration 8-10 days	\$ 5,075.84		\$ 5,075.84
1	PROJECT MANAGEMENT Project management - It includes planning, organizing, and executing tasks, services, and deliverables. Achieve specific and measurable project goals, coordinate processes and team members, and manage resources. (Electrical - Mechanical) duration 8-10 days	\$ 5,075.84		\$ 5,075.84
1	CAD DRAWINGS LCE WILL GENERATE ELECTRICAL SINGLE LINE DRAWINGS FOR WELLS AND RESERVOIRS. 7 SITES	\$ 3,244.50		\$ 3,244.50
		\$ -		\$ -
	TAXES ARE NOT INCLUDED			\$ -
	EST. FREIGHT - SHIPPING-	\$ -		

SUBTOTAL	\$ 28,623.70
TAX RATE	0.00%
SALES TAX	
HANDLING	\$ -
TOTAL	\$ 28,623.70

MAKE ALL CHECKS PAYABLE TO

Lae Collins Engineering

3490 LAUREL AVENUE, RIALTO CA 92377

Office / Fax 909-543-6092

Customer Approval Signature:

Date:





F. Approve Agreement with Tyler Technologies for Upgrading Enterprise Resource Planning Software to a Software as a Service Platform [Information Systems/Finance]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3F.
To	From
City Council	Kyle MacGavin, Information Systems Manager

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the agreement with Tyler Technologies to upgrade the City's Enterprise Resource Planning (ERP) software from its current onsite platform to Tyler Technologies' Software as a Service (SaaS) cloud platform in the amount of \$84,101 for implementation and first year subscription commencing April 2025;
2. Approve subsequent reoccurring annual cost in the amount of \$75,446.00
3. Authorize the City Manger or his designee to execute all necessary documents

BACKGROUND:

Tyler Technologies Enterprise ERP, formerly known as Munis software, has served as the financial backbone that supports accuracy, functionality, and security to the City's Finance Department. The City of Loma Linda has been utilizing Tyler Technologies' software for over two decades as a hosted onsite software.

Hosting ERP software onsite requires significant City IT resources and poses substantial security risks due to sensitive payment and personal information of residents that pay for utilities. As experienced in recent cybersecurity breaches in other California cities, onsite storage makes this data a prime target for cybercriminals.

ANALYSIS:

Migrating the City's ERP system to a SaaS cloud platform offers several key advantages:

- **Enhanced Security:** Data will be housed in a highly secure, industry-standard cloud environment, reducing the risk of cyberattacks.
- **Improved System Maintenance:** Ensures continuous updates, minimizing vulnerabilities and keeping the system on the latest technology.
- **Disaster Recovery & Business Continuity:** built-in disaster recovery and redundancy, reducing potential downtime.
- **Operational Efficiency:** Moving to SaaS alleviates the burden on City IT staff, freeing resources for other critical projects.

This transition will align with industry best practices and enhances overall efficiency in the following areas:

- Reduces IT maintenance costs over time by eliminating the need for extensive onsite hardware and system management.
- Minimizes downtime by ensuring automatic software updates and ongoing infrastructure support.
- Improves compliance with data security standards and best practices for municipal finance software.

In compliance with City policy, staff has opted to utilize a cooperative agreement with Sourcewell, which handles the competitive government bidding process for municipalities. As a result, Tyler Technologies has provided a competitive price by offering a Sourcewell discount on the first year of maintenance costs. Additionally, this agreement has been reviewed by the City's attorney.

ENVIRONMENTAL IMPACT:

There is no environmental impact associated with this action.

FINANCIAL IMPACT:

Funds for this upgrade have been budgeted for Fiscal Year 2024-2025 and are allocated to the Citywide Software Account (51830).

Attachments

[Loma Linda, CA Tyler EERP SaaS Agreement 020325.pdf](#)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcwell (formerly known as National Joint Powers Alliance) ("Sourcwell") under member number 31322;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcwell RFP #060624 by submitting a proposal, on which Sourcwell awarded Tyler a Sourcwell contract, numbered 060624-TTI (hereinafter, the "Sourcwell Contract");

WHEREAS, documentation of the Sourcwell competitive bid process, as well as Tyler's contract with and pricing information for Sourcwell is available at <https://www.sourcwell-mn.gov/cooperative-purchasing/060624-TTI>; and

WHEREAS, Client desires to purchase off the Sourcwell Contract to procure certain software functionality indicated in the Investment Summary from Tyler, which Tyler agrees to deliver pursuant to the Sourcwell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Loma Linda, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A

contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.

- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
 - 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
 - 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will

provide test results to you within a commercially reasonable timeframe after receipt of the request.

- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

- 1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
- 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
- 4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid,

but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement.

We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the

party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will

not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights

data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Loma Linda, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354-3160
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By: Christina Young
Quote Expiration: 03/31/25
Quote Name: Loma Linda-ERP-EERP SaaS Flip
Quote Description: EERP SaaS Migration
SaaS Term: 1.00

Sales Quotation For:

Shipping Address:

City of Loma Linda
25541 Barton Rd
Loma Linda CA 92354-3160

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 8,363.00
Capital Assets	1	0	\$ 3,200.00
eProcurement	1	0	\$ 0.00
eProcurement (Vendor Access and Punch-Out) Migration	1	32	\$ 2,000.00
Project & Grant Accounting	1	0	\$ 2,400.00
Purchasing	1	0	\$ 5,200.00
Requisitions	1	0	\$ 2,000.00
Revenue			
Accounts Receivable	1	0	\$ 2,800.00
Cashiering	1	0	\$ 4,364.00
Central Property File	1	0	\$ 2,222.00
Citizen Self Service	1	0	\$ 0.00
General Billing	1	0	\$ 1,200.00
Resident Access	1	32	\$ 2,800.00
Utility Billing CIS	1	0	\$ 5,236.00

Utility Billing Meter Interface	1	0	\$ 2,000.00
Content Management			
Content Manager Core includes Onboarding	1	0	\$ 6,545.00
Data Insights			
Role Tailored Dashboard	1	0	\$ 2,000.00
Tyler Reporting Services (Microsoft SQL Server)	1	0	\$ 4,545.00
Additional			
ACFR Statement Builder	1	0	\$ 5,911.00
Enterprise ERP Office	1	0	\$ 2,000.00
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 6,060.00
IVR Gateway	1	0	\$ 1,600.00
Recurring Services			
Data Access Services	1	0	\$ 3,000.00
Sub-Total:			\$ 75,446.00
<i>Less Discount:</i>			<i>\$ 7,545.00</i>
TOTAL		64	\$ 67,901.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00	\$ 0.00
Remote Implementation	64	\$ 175.00	\$ 0.00	\$ 11,200.00	\$ 0.00
TOTAL				\$ 16,200.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00

Total SaaS	\$ 0.00	\$ 67,901.00
Total Tyler Services	\$ 16,200.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 16,200.00	\$ 67,901.00
Contract Total	\$ 84,101.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting/GL/BG/AP	\$ 8,363.00	\$ 836.00	\$ 7,527.00
Capital Assets	\$ 3,200.00	\$ 320.00	\$ 2,880.00
eProcurement	\$ 0.00	\$ 0.00	\$ 0.00
eProcurement (Vendor Access and Punch-Out) Migration	\$ 2,000.00	\$ 200.00	\$ 1,800.00
Project & Grant Accounting	\$ 2,400.00	\$ 240.00	\$ 2,160.00
Purchasing	\$ 5,200.00	\$ 520.00	\$ 4,680.00
Requisitions	\$ 2,000.00	\$ 200.00	\$ 1,800.00

Revenue			
Accounts Receivable	\$ 2,800.00	\$ 280.00	\$ 2,520.00
Cashiering	\$ 4,364.00	\$ 436.00	\$ 3,928.00
Central Property File	\$ 2,222.00	\$ 222.00	\$ 2,000.00
Citizen Self Service	\$ 0.00	\$ 0.00	\$ 0.00
General Billing	\$ 1,200.00	\$ 120.00	\$ 1,080.00
Resident Access	\$ 2,800.00	\$ 280.00	\$ 2,520.00
Utility Billing CIS	\$ 5,236.00	\$ 524.00	\$ 4,712.00
Utility Billing Meter Interface	\$ 2,000.00	\$ 200.00	\$ 1,800.00
Content Management			
Content Manager Core includes Onboarding	\$ 6,545.00	\$ 655.00	\$ 5,890.00
Data Insights			
Role Tailored Dashboard	\$ 2,000.00	\$ 200.00	\$ 1,800.00
Tyler Reporting Services (Microsoft SQL Server)	\$ 4,545.00	\$ 455.00	\$ 4,090.00
Additional			
ACFR Statement Builder	\$ 5,911.00	\$ 591.00	\$ 5,320.00
Enterprise ERP Office	\$ 2,000.00	\$ 200.00	\$ 1,800.00
Enterprise Forms Processing (including Common Form Set)	\$ 6,060.00	\$ 606.00	\$ 5,454.00
IVR Gateway	\$ 1,600.00	\$ 160.00	\$ 1,440.00
Recurring Services			
Data Access Services	\$ 3,000.00	\$ 300.00	\$ 2,700.00
TOTAL	\$ 75,446.00	\$ 7,545.00	\$ 67,901.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Your rights, and the rights of any of your end users, to use Tyler's Access applications are subject to the Terms of Services, available at <https://www.tylertech.com/terms/tyler-access-applications-migration-terms>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

SOURCEWELL CONTRACT - 060624-TTI

This quote includes a software discount of 10%, for one year - as provided in the Sourcewell contract.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning

- document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Third Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



G. Approve Purchase of Aggregating Network Switch for the City's Network from Synoptek [Information Systems]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3G.
To	From
City Council	Kyle MacGavin, Information Systems Manager

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the purchase of an aggregation switch and related components by Synoptek;
2. Authorize a 15% contingency for unforeseen needs; and
3. Authorize the City Manager or his designee to execute all necessary documents

BACKGROUND:

An aggregation switch is a networking device that allows multiple network connections to be bundled together into a single device. This critical piece of technology enables increased bandwidth and better network performance. At this time, the City's aging aggregation network switch is near its life-cycle and becoming increasingly unreliable. Replacing this device will maintain network reliability, efficiency, and security.

ANALYSIS:

A new network switch will enhance overall system stability, prevent unexpected downtime, and provide the latest security patching updates. Staff received three quotes. Synoptek's cost was found reasonable and provides the highest optimal performance and compatibility with the City's existing infrastructure.

ENVIRONMENTAL IMPACT:

There are no significant environmental impacts associated with this replacement.

FINANCIAL IMPACT:

Funds are available in the 58845 Citywide Technology Systems account. The total cost for the new network switch is \$18,152.56.

Attachments

[Synoptek Quote 15092 - City of Loma Linda - Switch v2.pdf](#)



Quote

Quote Number: 15092

Payment Terms:
Expiration Date: 04/14/2025

Quote Prepared For

Kyle MacGavin
City of Loma Linda
25541 Barton Rd
Loma Linda, CA 92354
United States
Phone:909-677-7801
kmacgavin@lomalinda-ca.gov

Quote Prepared By

RONALD PM ROSENBERG
Synoptek
3200 Douglas Blvd, Suite 350
Roseville, CA 95661
United States
Phone:9165631453
Fax:(916) 563-1408
rrosenberg@synoptek.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
One-Time Items					
1)	1	FortiSwitch 1024E FortiSwitch 1024E Quote 15092	\$10,521.23	\$10,521.23	\$10,521.23
2)	1	FortiSwitch 1024E - FortiCare Premium Support - 3yr FortiSwitch 1024E - FortiCare Premium Support - 3yr Quote 15092	\$4,559.20	\$4,559.20	\$4,559.20
3)	4	Fortinet 1GE SFP LX Fortinet 1GE SFP LX Quote 15092	\$105.30	\$105.30	\$421.20
4)	1	Fortinet 1GE SFP SX Fortinet 1GE SFP SX Quote 15092	\$58.85	\$58.85	\$58.85
5)	1	Fortinet 1GE SFP RJ45 Fortinet 1GE SFP RJ45 Quote 15092	\$146.25	\$146.25	\$146.25
6)	5	Fortinet 1GE SFP+ LR Fortinet 1GE SFP+ LR Quote 15092	\$117.00	\$117.00	\$585.00
7)	3	Fortinet 1GE SFP+ SR Fortinet 1GE SFP+ SR Quote 15092	\$70.20	\$70.20	\$210.60
8)	1	F/S TBD Fortinet Shipping TBD Quote 15092	\$0.00	\$0.00	\$0.00
One-Time Total					\$16,502.33
This quote does not include tax and shipping.				Subtotal	\$16,502.33
				Total Taxes	\$0.00
				Total	\$16,502.33

Authorizing Signature _____

Date _____

THIS IS A QUOTE FOR APPROVAL TO PURCHASE ONLY. PAYMENT NOT DUE UNTIL INVOICED SEPERATELY. Restocking fee of up to 20% may apply on returned items. Additional training or Professional Services can be provided at our standard rates.



H. Approve the Amendment to the Automatic Aid and Mutual Aid Agreement between the City of Loma Linda Fire Department and San Bernardino County Fire Protection District [Fire]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3H.
To	From
City Council	Dan Harker, Fire Chief
Via	
T Jarb Thaipejr, City Manager	

RECOMMENDATION:

It is recommended that the City Council approve the Amendment (Attachment "A") to the Automatic Aid and Mutual Aid Agreement (Attachment "B") between the City of Loma Linda Fire Department (LLFD) and the San Bernardino County Fire Protection District (SBCFPD).

BACKGROUND:

The LLFD and SBCFPD have been working together for many years due to being dispatched by the same dispatch center (Comm Center). Comm Center serves as the dispatch center for the San Bernardino County Fire and Rescue Operational Area, coordinating all mutual activity within San Bernardino County. The Automatic Aid and Mutual Aid Agreement will formalize cooperation between the LLFD and SBCFPD and the sharing of resources enhancing the services to communities served by both agencies.

The amendment revises the term for the next five years and updates the address for San Bernardino County Fire Protection District new headquarters on Tippecanoe.

FINANCIAL IMPACT:

There is no financial impact to the City by approving the Amendment to the Automatic Aid and Mutual Aid Agreement.

Attachments

[Amendment to Agreement with City of Loma Linda.pdf](#)

[22-389 Executed Contract.pdf](#)



Contract Number

22-389 A-1

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Dan Munsey

387-5779

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Grant Number (if applicable)

City of Loma Linda

Dan Harker

May 24, 2022 through June 30, 2030

IT IS HEREBY AGREED AS FOLLOWS:

This is Amendment No. 1 to the Mutual Aid Agreement (22-389) (Agreement) between the San Bernardino County Fire Protection District (SBCFPD) and the City of Loma Linda (City). SBCFPD and the City agree to amend the Agreement as follows:

1. Section K., Paragraph 1, is amended to read as follows:

K. TERM:

1. The term of this Agreement shall be from May 24, 2022, through June 30, 2030.

2. The address for SBCFPD in Section L is deleted and replaced with the following:

San Bernardino County Fire Protection District
Attn: Fire Chief/Fire Warden
598 S. Tippecanoe Avenue, 2nd Floor
San Bernardino, CA 92415

All other terms of Agreement No. 22-389 shall remain in full force and effect.

This Amendment No. 1 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, Amendment No. 1 has been executed and approved and is effective and operative as to each of the parties are herein provided.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

►

Dawn Rowe, Chair, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

CITY OF LOMA LINDA

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Rick Luczak, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

12-584

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative Dan Munsey
Telephone Number 387-5779

Contractor City of Loma Linda
Contractor Representative Dan Harker
Telephone Number _____
Contract Term Effective Date to 6/30/25
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

AGREEMENT FOR AUTOMATIC AID AND MUTUAL AID BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND CITY OF LOMA LINDA

This Agreement is made and entered into by and between the San Bernardino County Fire Protection District (herein referred to as "SBCFPD") and City of Loma Linda (herein referred to as ("LOMA LINDA")).

WITNESSETH:

WHEREAS, the parties to this Agreement are both legally empowered to provide fire protection and rescue services within their respective jurisdictions; and,

WHEREAS, it is in the best interest of the citizens of the SBCFPD and LOMA LINDA to provide the most expeditious response to suppress fires and render other emergency services; and,

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of like fire, rescue and emergency medical services on a day-to-day basis; and,

WHEREAS, each party agrees that this Agreement is not intended to supplement, release, or replace each party's obligation to provide fire protection and rescue services within their respective jurisdiction: and,

WHEREAS, this Agreement is authorized by provisions of applicable state and federal law.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree to undertake aid under the terms, provisions, and conditions hereinafter provided.

A. MUTUAL AID:

1. LOMA LINDA and SBCFPD agree to provide assistance mutually for emergency incidents that do, or may, exceed the receiving party's capabilities.
2. Mutual Aid responses from either party shall include personnel, equipment, material and supplies such as are usually and customarily used within the sending party's jurisdiction.
3. SBCFPD will, upon notification from its primary dispatch facility, and with approval of its Duty Chief, respond with the requested type of emergency equipment to an incident within LOMA LINDA's jurisdictional boundaries. LOMA LINDA will, upon notification from its primary dispatch facility, and with approval of its Duty Chief, respond with the requested type of emergency equipment to an incident within SBCFPD's jurisdictional boundaries. Resources requested by either SBCFPD or LOMA LINDA will be priority release as soon as possible by the requesting party.
4. The terms, as listed in Section 3, are conditional upon the availability of resources from the sending agency. Neither SBCFPD nor LOMA LINDA in rendering aid to the other, shall be obligated to reduce its own resources to the extent that a situation is created that is detrimental to its citizens. The Duty Chief in charge of the assisting agency shall make such determination.
5. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation for using its own resources for furnishing fire and/or rescue response within any part of its own jurisdiction, and that the assisting fire department's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources at the time of the request. If an assisting fire department cannot respond under this Agreement, it must immediately notify the requesting communication center.
6. Details as to amounts and types of assistance to be dispatched, area to be assisted, methods of dispatching and communications, methods of requesting aid and positions authorized to send and receive such requests shall be recorded in an Operating Plan that is approved and signed by the Fire Chiefs of SBCFPD and LOMA LINDA (Attachment "A"). The Parties shall meet annually before July 1st of each year to review and update, if necessary, the Operating Plan. Said Attachment "A" is hereby made a part of this Agreement by this reference.
7. In those instances where an assisting fire department arrives before the jurisdictional fire department, the assisting fire department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional fire department will arrive shortly after the arrival of the assisting fire department. Thereafter, the responsibility for managing the situation will be immediately assumed by the responding Chief Officer, upon arrival at the scene, who has jurisdictional responsibility. The assisting fire department personnel will be under the direction of the Chief officer-in-charge of the jurisdictional fire department. It is further agreed that the assisting fire department will be a priority release from the scene as soon as is practical by the jurisdictional fire department.
8. Neither SBCFPD nor LOMA LINDA shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, or claims incurred which may occur in the course of rendering assistance herein provided unless specified in another binding agreement.

9. Nothing herein shall preclude either party from making claims to signatories of the State of California Cooperative Agreement for Local Government Fire Suppression (Five-Party Agreement), nor any other reimbursement or claim instrument which may arise during the life of this Agreement, if all other criteria for such a claim have been met.
10. When service is rendered, LOMA LINDA shall have the option to recover costs by participating in SBCFPD's Cost Recovery Program. In turn, SBCFPD shall have the option to recover cost by participating in LOMA LINDA's Cost Recovery Program. The assisting fire department shall submit the designated forms to the responsible fire department. The responsible fire department shall attempt collection, and if the cost recovery claim is successful, the money collected shall be returned to the assisting fire department, minus the actual cost for processing the claim.

B. AUTOMATIC AID:

1. Automatic aid shall be limited to LOMA LINDA's jurisdictional boundary and SBCFPD's jurisdictional boundary in the City of San Bernardino, and the unincorporated areas of San Bernardino County in the San Bernardino area.
2. SBCFPD will, upon notification from its primary dispatch facility, respond with the pre-identified type of emergency equipment to an emergency incident within LOMA LINDA's jurisdictional boundaries. This is to be an immediate response not requiring individual authorization of the Duty Chief and is to be considered an initial attack resource. Should LOMA LINDA request additional units, the SBCFPD Duty Chief shall be notified and that request shall be classified and handled as a "mutual aid" request.
3. LOMA LINDA will, upon notification from its primary dispatch facility, respond with the pre-identified type of emergency equipment to an emergency incident within SBCFPD's jurisdictional boundary in the City of San Bernardino, and the unincorporated areas of San Bernardino County in the San Bernardino area. This is to be an immediate response not requiring individual authorization of the Duty Chief and is to be considered an initial attack resource. Should SBCFPD request additional units, LOMA LINDA's Duty Chief shall be notified and that request shall be classified and handled as "mutual aid" request.
4. Details as to amounts and types of assistance to be automatically dispatched, methods of dispatching and communications, shall be recorded in an Operating Plan and signed by the Fire Chiefs of SBCFPD and LOMA LINDA (Attachment "A"). The Parties shall meet annually before July 1st of each year to review and update, if necessary the Operating Plan.
5. The terms, as listed in Sections 1 through 4 above, are conditional upon the availability of resources from the sending agency. Neither party, in rendering aid to the other, shall be obligated to send resources that are previously committed to incidents in progress or to the extent that a situation is created that is detrimental to its citizens. The Duty Chief in charge of the assisting agency shall make such determination.
6. In those instances where an assisting fire department arrives before the jurisdictional fire department, the assisting fire department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional fire department will arrive shortly after the arrival of the assisting fire department. Thereafter, the responsibility for managing the situation will be immediately assumed by the responding Chief Officer, upon arrival at the scene, who has jurisdictional responsibility. The assisting fire department personnel will be under the direction of the Chief Officer-in-charge of the jurisdictional fire department. It is further agreed that the assisting fire department will be released from the scene as soon as is practical by the jurisdictional fire department.
7. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation for using its own resources for furnishing fire response within any part of its own jurisdiction, and that the assisting fire department's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. If an assisting fire department cannot respond under this Agreement, it must immediately notify the jurisdictional communication center.

8. Neither SBCFPD nor LOMA LINDA shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, or claims incurred which may occur in the course of rendering assistance herein provided for.
9. When service is rendered, LOMA LINDA shall have the option to recover costs by participating in SBCFPD's Cost Recovery Program. In turn, SBCFPD shall have the option to recover cost by participating in LOMA LINDA's Cost Recovery Program. The assisting fire department shall submit the designated forms to the responsible fire department. The responsible fire department shall attempt collection, and if the cost recovery claim is successful, the money collected shall be returned to the assisting fire department, minus the actual cost for processing the claim.

C. BOUNDARY DROP:

1. SBCFPD and LOMA LINDA agree to participate in boundary drop to adhere to the "closest resource concept" for the agreed upon call types identified in the Operating Plan and signed by the Fire Chiefs of SBCFPD and LOMA LINDA (Attachment "A"). For purposes of this Agreement, "boundary drop" shall mean the use of the closest most appropriate fire unit regardless of jurisdiction.
2. Details as to amounts and types of assistance to be automatically dispatched under Boundary Drop, methods of dispatching and communications, as well as agreed upon call types shall be recorded in an Operating Plan and signed by the Fire Chiefs of SBCFPD and LOMA LINDA (Attachment "A"). The Parties shall meet annually before July 1st of each year to review and update, if necessary the Operating Plan.

D. INDEMNIFICATION:

1. LOMA LINDA agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement by LOMA LINDA, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of LOMA LINDA and for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. LOMA LINDA's indemnification obligation applies to SBCFPD's "active" as well as "passive" negligence but does not apply to SBCFPD's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.
2. SBCFPD agrees to indemnify, defend (with counsel reasonably approved by LOMA LINDA) and hold harmless LOMA LINDA and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement by SBCFPD, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of SBCFPD and for any costs or expenses incurred by LOMA LINDA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. SBCFPD's indemnification obligation applies to LOMA LINDA's "active" as well as "passive" negligence but does not apply to LOMA LINDA's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.

E. COMPARATIVE FAULT:

In the event that SBCFPD and LOMA LINDA are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, SBCFPD and or LOMA LINDA shall indemnify the other to the extent of its comparative fault.

F. INSURANCE:

SBCFPD and LOMA LINDA are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to

protect against liabilities arising out of the performance of the term, conditions or obligations of this Agreement. At no time shall the employees of one party be considered the employees of the other.

G. DISCRIMINATION:

The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

H. WAIVER OF BREACH:

A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.

I. APPLICABLE LAWS:

At all times during the term of this Agreement, SBCFPD and LOMA LINDA shall comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of California including all agencies and subdivisions thereof.

J. GENERAL PROVISIONS:

Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.

1. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.
2. Time is of the essence of this Agreement. Neither SBCFPD nor LOMA LINDA shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
3. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.
4. This Agreement sets forth the entire agreement and understanding between SBCFPD and LOMA LINDA with respect to the subject matter of this Agreement.
5. In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.
6. Both parties must approve any assignment of this Agreement.

K. TERM:

1. The term of this Agreement shall be from the date it is signed and approved by SBCFPD and LOMA LINDA ("Effective Date") through June 30, 2025.
2. Either party may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least ninety (90) days after the date of such notice.

L. NOTICE; MISCELLANEOUS:

1. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

SBCFPD:

San Bernardino County Fire Protection District
Attn: Fire Chief
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415-0451

LOMA LINDA:

City of Loma Linda Fire Department
Attn: Fire Chief
25541 Barton Road
Loma Linda, CA 92354

Either party upon written notice may change such addresses to the other party given as provided in this section.

2. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

M. CAPTIONS:

The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

N. DISTRICT REPRESENTATIVES:

1. "LOMA LINDA's Representative" – LOMA LINDA hereby designates LOMA LINDA Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement. LOMA LINDA's Representative shall have the power to act on behalf of LOMA LINDA for all purposes under this Agreement. LOMA LINDA's Representative shall supervise and direct the services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
2. "SBCFPD's Representative" – SBCFPD hereby designates the San Bernardino County Fire Protection District's Fire Chief or his designee, to act as its representative for the performance of this Agreement. SBCFPD's Representative shall have the full authority to represent and act on behalf of SBCFPD for all purposes under this Agreement. SBCFPD's Representative shall supervise and direct the services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

O. VENUE:

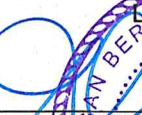
The venue of any action or claim brought by any party to the Agreement will be the Superior Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

P. SIGNATURE:

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties are herein provided.

Chairman of the Board
 Lynda Monell, Secretary
 Deputy



The seal of the San Bernardino County Fire Protection District is a circular emblem. It features a purple outer ring with a decorative border. Inside the ring, the words "SAN BERNARDINO COUNTY" are written in a semi-circle at the top, and "FIRE PROTECTION DISTRICT" is written in a semi-circle at the bottom. The center of the seal is white with a dotted circular border.

Loma Linda, CA 92354

Date _____

agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties are herein provided.

San Bernardino County Fire Protection District

►

Curt Hagman, Chairman, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► 

Scott Runyan, Principal Assistant County Counsel

Date 8/19/22

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

**OPERATING PLAN BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
CITY OF LOMA LINDA**

**Attachment "A"
Operating Plan**

INTRODUCTION

The purpose of this Operating Plan is to define the process for implementing the Automatic and Mutual Aid Agreement (collectively referred to as the "Agreement" or "Plan"). This Plan consists of:

I. Automatic Aid

LOMA LINDA shall provide Automatic Aid to SBCFPD within the SBCFPD's jurisdictional boundary in the city of San Bernardino, and the unincorporated areas. LOMA LINDA shall provide the same type and level of service provided to its area on initial alarm. Resource needs beyond the initial alarm shall be the responsibility of SBCFPD.

SBCFPD shall provide Automatic Aid to the LOMA LINDA within the LOMA LINDA's jurisdictional boundary. SBCFPD shall provide the same type and level of service provided to its area on initial alarm. Resource needs beyond this initial response shall be the responsibility of LOMA LINDA.

II. Boundary Drop

SBCFPD and LOMA LINDA agree to participate in Boundary Drop to the extent identified in this Agreement. The resources dispatched to an incident type under Boundary Drop will be dispatched according to the requesting agency's response plan built in CAD and approved by the sending agency's Fire Chief. Boundary Drop response plans may only include the call types identified below:

Medical Aid "Delta and Echo" only
TE – Traffic Collision with Extrication
FS – Structure Fires
FC – Commercial Structure Fires
FG – Vegetation Fires

Response plan updates that may affect the other Party shall not be made without review and approval of the affected Party's Fire Chief. Without specific approval from the sending agency, response plans shall not be built to request more than two (2) Boundary Drop units to any single incident. Boundary Drop units may include Type I and III Engines and a Truck but, not more than one (1) Truck. Resource needs beyond the Boundary Drop agreement shall be handled under Mutual Aid. It is agreed that SBCFPD or LOMA LINDA by the Fire Chiefs or their designee shall have the authority to jointly make day-to-day operational updates to the response plans of the agreed upon call types and are conditional upon the availability of resources from the assisting Party. Notifications of any operational updates will be sent to both agencies and any affected dispatch center.

III. Mutual Aid

Any request beyond Automatic Aid or Boundary Drop shall be Mutual Aid. Immediately upon receiving a Mutual Aid request, the sending agency's dispatch center shall contact the sending agency's Duty Chief to approve or deny the request. Mutual Aid boundaries are at the discretion of the sending agency's Duty Chief.

IV. Types of Automatic Aid Equipment

May include Type 1 and Type 3 Engines or Trucks.

V. Additional Equipment

This Agreement excludes Aircraft, Technical Rescue Units, Hazardous Materials Units, or Overhead Personnel which may be requested under California Master Mutual Aid (MMA) or Assistance by Hire (ABH) and subject to approval by sending agency. LOMA LINDA may request Hand Crews or Dozers from SBCFPD under this section of Agreement.

VI. Incident Response


Automatic and Boundary Drop resources will be the closest, most appropriate as determined by the sending agency's dispatch center. Mutual Aid resources will be the closest, most appropriate as determined by the providing agency's Duty Chief.

VII. Incident Communications

Units shall be dispatched on their agency standard frequency. While enroute, the jurisdictional dispatch center will establish the appropriate command and tactical frequencies.

VIII. Incident Management

As resources arrive command responsibility is transferred through the following succession, first arriving Company Officer, who may pass command to second arriving Company Officer, then responsibility for managing the incident shall be immediately assumed by the jurisdictional department upon its arrival. The assisting fire department personnel will be under the direction of the officer-in-charge of the jurisdictional department. All incidents will be managed under the Incident Command System (ICS).



Dan Munsey, Fire Chief
San Bernardino County Fire Protection District

5/23/2022

Date



Dan Harker, Fire Chief
City of Loma Linda Fire Department

5/10/22

Date



Regular City Council Staff Report

I. Award Contract Agreement with Willdan Engineering for As-Needed Code Enforcement Officer Staffing through end of FY 24/25 and Approve a Supplemental Appropriation of \$25,000 from General Fund - Fund Balance for the Contract [Fire]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3I.
To	From
City Council	T Jarb Thaipejr, City Manager
Via	
Tom Ingalls, Fire Marshal	

RECOMMENDATION:

It is recommended that the City Council:

1. Award a contract agreement with Willdan Engineering for As-Needed Code Enforcement Officer Staffing; and
2. Approve a supplemental appropriation of \$25,000 from General Fund - Fund Balance into expenditure account 0012050-51830; and
3. Authorize the City Manager to execute all necessary documents.

BACKGROUND:

The City of Loma Linda is committed to maintaining community welfare, safety, and compliance in accordance with the City's municipal code. Therefore, timely and effective code enforcement services are increasingly critical as the City grows. At this time, the Department has only one Code Enforcement Officer who oversees various responsibilities of code enforcement. When the City's sole code enforcement officer is absent due to illness, vacation, or training, the lack of staffing leads to service delays, case backlogs, and lapses in enforcement.

To ensure uninterrupted code compliance, staff recommends contracting with Willdan Engineering for on-call code enforcement services. Their expertly trained personnel is a solution to help the Department manage staffing fluctuations and reinforce public trust in safety and the City's quality of life.

ANALYSIS:

Staff obtained quotes for code enforcement services and evaluated the following firms for cost-effectiveness, references, and conformance to the City's needs. These firms included: 4Leaf Inc., CSG Consultants, and Willdan Engineering. After a thorough review, Willdan Engineering was selected. Additionally, Willdan has a proven track record of successful collaboration on multiple City projects.

The following chart demonstrates Willdan Engineering's staff augmentation hourly cost.

Service	Hourly Rate
Code Enforcement Officer	\$80.00*
Vehicle Usage Fee	\$10.00*
Total (if firm's vehicle used)	\$90.00*

*As part of the agreement, a minimum charge of four hours per day will be in effect. Days and hours of operation will be determined by the Department's needs and within the approved budget. This structure will enable the City to efficiently address coverage and personnel shortages.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Supplemental appropriation in the amount of \$25,000 from General Fund - Fund Balance into expenditure account # 0012050-51830, Code Enforcement - Contractual Agreements.

Attachments

[Agreement with Willdan Eng. for Code Enforcement Services 3-28-25.pdf](#)

[Willdan Letter Proposal - City of Loma Linda \(Code Enforcement Services\).pdf](#)

**CITY OF LOMA LINDA AGREEMENT
FOR CONTRACTOR SERVICES FOR
AS NEEDED CODE ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into this April 8, 2025, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and WILLDAN ENGINEERING COMPANY, a California Corporation (hereinafter referred to as "CONTRACTOR").

A. RECITALS

1. City has heretofore requested of CONTRACTOR the performance of services with respect to Code Enforcement Services As-Needed (PROJECT" hereinafter);
2. CONTRACTOR has now submitted its proposal for the performance of such services;
3. CITY desires to retain CONTRACTOR to perform the services necessary to render advice and assistance to CITY relating to the PROJECT;
4. CONTRACTOR represents that it is qualified to perform such services and is willing to perform such services as hereinafter defined.

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

B. AGREEMENT

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

c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONTRACTOR within the CITY.

3. CITY agrees as follows:

a. To pay to CONTRACTOR when services are needed at the rate of \$80.00 per hour, for a 4 hour minimum per day, plus the vehicle cost as set forth in Exhibit A. The listed rates shall cover the cost of all direct and indirect costs or fees, including the work of employees and consultants of CONTRACTOR.

b. Optional Services: Payments for additional services requested, in writing, by CITY, and not included in the Scope of Services, shall be paid as agreed upon by the CITY and CONTRACTOR in writing. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within 30 days after said invoices are received by CITY.

4. CITY agrees to provide to CONTRACTOR:

a. Information and assistance in the Scope of Services, hereto;

b. Copies of information, if available, which CONTRACTOR considers necessary in order to complete the Project;

c. Such information as is generally available from CITY files applicable to the Project;

d. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR'S responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, photographs and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and, upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR. CONTRACTOR may, however, make and retain such copies of said documents and materials as CONTRACTOR may desire.

6. Termination: Either CITY or CONTRACTOR may terminate this Agreement upon giving the other party 30 days written notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated at CONTRACTOR'S applicable rates as set forth in Exhibit A for work completed as of the date of termination. The CONTRACTOR shall provide to CITY any and all documents, studies, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in Paragraph 7. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

8. Term of Contract: This Agreement shall commence on the date of execution and shall remain and continue in effect until terminated as provided in Paragraph 6 above.

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

CONTRACTOR: WILLDAN ENGINEERING COMPANY

Name: _____
Title: _____
Address: _____

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

9. Insurance:

a) Type of /Required Coverages

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

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

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

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

- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) **Professional Liability:** Professional Liability insurance with coverage of not less than \$3,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

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

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

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

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

c) Notice of Cancellation

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

d) Waiver of Subrogation

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

e) Evidence of Insurance

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

f) Deductible or Self-Insured Retention

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

g) Contractual Liability

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

h) Failure to Maintain Coverage

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

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

i) Acceptability of Insurers

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

j) Claims Made Policies

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

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

k) Insurance for Subcontractors

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

10. Indemnification:

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

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

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

parties, and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
12. Independent Contractor: The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY, including eligibility under Public Employees Retirement Law. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in this Agreement, CITY shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.
13. Compliance With Laws: CONTRACTOR shall comply with all State, Federal, or applicable laws and regulations in performing its obligations under this Agreement.
14. Confidentiality: Information and materials obtained by the CONTRACTOR from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than the performance of this Agreement.
15. Discrimination: The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, gender, age, marital status, or place of national origin. CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.
16. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any litigation concerning this Agreement shall take place in superior or federal district court with jurisdiction over the City of Loma Linda.
17. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.
19. Contents of Proposal: Contractor is bound by the contents of the proposal submitted by Contractor, Exhibit "A" hereto. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Contractor's proposal.

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

CONTRACTOR:

CITY:

City of Loma Linda, A Municipal Corporation

By: _____
Signature

By: _____
Signature

Name: _____
Typed/Printed

Name: _____
Typed/Printed

Title: _____

Title: _____

CONTRACTOR:

By: _____
Signature

Name: _____
Typed/Printed

Title: _____

ATTEST:

Lynette Arreola, City Clerk

APPROVED AS TO FORM:

Diane Robbins, City Attorney



March 31, 2025

Mr. Tom Ingalls, Fire Marshall
City of Loma Linda
25541 Barton Road
Loma Linda CA 92354

Subject: Code Enforcement Services

Dear Mr. Ingalls:

Willdan Engineering (Willdan) appreciates the opportunity to submit this proposal to provide contract code enforcement services to the City of Loma Linda. We have outlined our approach to the services requested and presented our key staff in the attached document.

With a history spanning 60 years in municipal consulting services, Willdan Engineering (Willdan) has solidified a reputation for delivering unparalleled code compliance solutions to municipalities across the State of California. Our extensive expertise, dedication to excellence, and proven track record in providing exceptional code enforcement services uniquely position us as a prime candidate to assist the City of Loma Linda.

Understanding the pivotal role that effective code enforcement plays in nurturing a thriving municipality, we are well-equipped to provide tailored and comprehensive code services that cater to the specific needs of each client. Our portfolio is a testament to our capabilities, having successfully supported numerous jurisdictions, including noteworthy clients such as the cities of La Puente, Torrance, Redlands, Inglewood, Orange County, and San Diego County.

At Willdan, our code enforcement management team is composed of seasoned professionals, each bringing their extensive experience to the table. Our team includes Deputy Director Al Brady (35 years of code enforcement experience), Code Enforcement Manager Terry Cox (27 years), Code Enforcement Manager Kerry Simpson (35 years), Code Consultant John Poole (40 years), Code Consultant Ed Nicholls (35 years), Code Consultant Scott Barber (30 years), and Code Supervisor Victor Martinez (25 years). Furthermore, our roster of code enforcement officers comprises former code directors, managers, supervisors, senior-level officers, and experienced code enforcement specialists.

In the attached proposal, we define our comprehensive approach to the array of code enforcement services we provide. This document also introduces our key staff who would be dedicated to the success of the proposed project. Should you have any questions or require additional information, please do not hesitate to contact me at (951) 454-3539 or Mr. Cox at (562) 233-8969.

Thank you for your consideration.

Respectfully submitted,

WILLDAN ENGINEERING

Albert Brady, CBO
Deputy Director of Building & Safety
E: abrady@willdan.com

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Firm Profile

Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in building safety, municipal engineering, planning, and construction management and inspection services, along with a full complement of support disciplines.

Willdan stands out from other providers through our additional resources, availability, high-level oversight, and on-time performance. Our ability to provide additional resources, such as dedicated project management staff, state-of-the-art technology, and specialized expertise, sets us apart from other firms. We also prioritize availability, with an on-site team ready to respond to emergencies and urgent requests.

Our approach to service provision is based on responsiveness, cost-control measures, and practical training programs. We understand the importance of timely and efficient service delivery, and our team is committed to providing quick response times while maintaining cost-effectiveness. We prioritize effective training programs to ensure our staff possesses the necessary skills and knowledge to perform their duties to the highest standards.



Code Enforcement



Willdan's code enforcement management team possesses over 100 years of experience in code program development and oversight. Our team is available to perform program assessments and make recommendations to improve code divisions. Our staff members review entire programs and provide analysis of specific program areas such as code databases, revenue collection efforts, policies and procedures, and community-based neighborhood improvement programs.

In addition, our team of code enforcement personnel assists jurisdictions with the difficult task of maintaining the quality of life for their citizens. Willdan's staff offers extensive public agency experience in the areas of neighborhood preservation, housing inspection, and code enforcement. Our expertise includes the development and implementation of inspection programs designed to ensure public safety, promote community involvement, and protect the quality-of-life issues through community education and enforcement of municipal and related codes including preparation for, and participation in, prosecution by city and district attorneys.

Code Enforcement Services



Staffing: We provide highly skilled personnel on a full-time or part-time basis for both short-term and long-term projects. Our staff is available to work evenings, weekends, and on an as-needed or on-call basis. Our team has extensive public agency experience and can staff individual positions or a full division.



Development & Implementation: Willdan offers support in such areas as municipal code amendments, specialized programs, revenue protection and collection programs, and community-based neighborhood improvement programs.



Management: We have talented management personnel with all levels of experience to serve as code enforcement directors, code compliance managers, and code supervisors.



Analysis: Our staff has reviewed entire programs for several municipalities but can also provide analysis of specific program areas such development of policies and procedures and community-based neighborhood improvement programs.

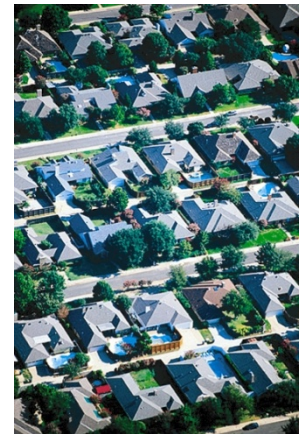


Other Services: Willdan offers expert support with a multitude of other services including grant proposal writing, community education, neighborhood clean-up events, graffiti prevention, vendor enforcement, and civil abatements and receiverships.

Code enforcement services are among the most complex and challenging services that government agencies provide. According to nationwide studies, property values, crime rates, insurance rates, business development, and the sense of community pride can be directly impacted by the successes of a jurisdiction's code enforcement program.

Willdan provides the following Code Enforcement Services:

- Inspection services for HUD section 8 programs.
- Review, study, and analysis of existing programs.
- Development of ordinances and writing of grant proposals.
- Neighborhood cleanup and improvement programs.
- Community education programs.
- Development of educational materials.
- Provide project managers and/or supervisors as onsite "employees."
- ***Provide full-time, part-time, interim, and/or weekend staff as onsite "employees."***
- ***Vehicle abatement and parking enforcement.***
- ***Assist in enforcement, including preparation and participation in prosecution by city and district attorneys.***
- Illegal street/food vendor enforcement.
- The registration and enforcement of vacation rentals.
- The regulation of group and/or sober living homes.
- The operation of rental inspection programs.
- Inspection, regulation, and enforcement of marijuana dispensaries and grow houses.



Staffing

- Senior code officers
- Code compliance inspectors
- Code technicians
- Clerical support



Management

- Code enforcement directors
- Code compliance managers
- Code supervisors



Analysis

- Code databases
- Revenue collection efforts
- Policies and procedures
- Community based neighborhood improvement programs

Scope of Work

Contract Code Inspection Services

The project shall consist of Willdan staff coordinating with the City of Loma Linda Community Development Department and providing Code Enforcement staff to the City. Willdan staff shall conduct inspections and re-inspections of code enforcement cases and will also identify and enforce all violations of the City's municipal code, ordinances, laws, and all applicable statutes as directed by City personnel. Willdan employees shall issue notifications, letters, and citations when necessary to achieve compliance. Staff will be required to document all complaints received, and inspections conducted through photos, notes, and correspondence. In addition to the services mentioned above, Willdan employees would provide the following to the City as needed (this is not intended to be a comprehensive list):

- ♣ Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards, and health and safety regulations.
- ♣ Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage voluntary compliance with municipal codes, zoning and land use ordinances, and community standards.
- ♣ Prepare notices of violation for non-compliance according to applicable codes and regulations.
- ♣ Prepare reports for cases requiring legal action or civil abatement.
- ♣ When required, meet with legal counsel, and provide testimony on criminal cases.
- ♣ Maintain records of complaints, inspections, violation notices, and other field enforcement activities.
- ♣ Coordinate with City departments on cases as they relate to code enforcement.

Project Management

Al Brady shall be the Principal-in-Charge of this project. Mr. Brady has over 35 years of experience in the code profession and has provided contract code services to approximately 100 municipalities in California, Arizona, and Nevada. He specializes in developing new code programs, improving existing divisions, revenue enhancement, ordinance revisions, maximizing staff efficiency, and enhancing customer relations.

Terry Cox shall be the Project Manager with final oversight of the contract. Mr. Cox has over 27 years of experience in the code profession and has provided contract code services to multiple municipalities in California. His expertise lies in the development of innovative code programs, enhancement of existing departments, effective management of vendor enforcement operations, revision of ordinances, provision of staff training, optimization of staff productivity, and improvement of customer relationships.

Fee Schedule

Willdan's comprehensive hourly rates **cover project management oversight**, staff uniforms, necessary equipment (such as phones), materials, supplies, and all required insurance, including professional liability. These rates and costs will remain effective for the first twelve months of the agreement.

COMMUNITY DEVELOPMENT SUPPORT SERVICES	
POSITION	RATE (EACH)
Code Director	\$165/hour
Code Manager	\$145/hour
Code Consultant	\$135/hour
Senior Code Officer/Field Supervisor	\$95/hour
Code Officer	\$80/hour
Technician	\$70/hour

STAFF/PROJECT VEHICLES	
TYPE	RATE (EACH)
Car	\$10/hour
Pickup Truck	\$17/hour

NOTE: Assignments/shifts shall require a minimum compensation of 4 hours each.

NOTE: Overtime rates of 1.5x the regular hourly rate will be charged for all overtime hours worked (overtime is per shift lasting more than 8 hours).

Related Experience

City of La Puente – Project Manager. Provided interim code enforcement management and supervisory staff who were responsible for temporarily overseeing the city's code program.

City of South Pasadena – Project Manager. Providing interim code enforcement staff.

City of Downey – Project Manager. Providing interim code enforcement staff.

City of Big Bear Lake – Project Manager. Provide seasonal code enforcement staff for the enforcement of short-term lodging.

City of Laguna Beach – Project Manager. Provided code enforcement staff on a contract basis to address unregistered and non-complaint vacation rentals.

City of Palm Desert – Project Manager. Provided code enforcement staff on a contract basis to address unregistered and non-complaint vacation rentals.

City of Loma Linda

City of Irwindale – Project Manager. Provided municipal code enforcement services including monitoring of a local racetrack for compliance with the City Sound Ordinance on an interim basis.

City of Long Beach – Project Manager. Provided interim code enforcement staff who were responsible for enforcing the City's Municipal Code.

County of Orange – Project Manager. Providing long-term code enforcement staff.

City of Laguna Hills – Project Manager. Assisted the city in the development of a public education program concerning the city's code program.

City of Los Alamitos - Directed and participated in review of the city's code enforcement policy and procedures and made recommendations for changes, as necessary. Additionally, provided interim code enforcement staff and a Community Development Director.

City of Hawaiian Gardens – Project Manager. Assisted the City of Hawaiian Gardens in developing and implementing an Administrative Citation program.

City of Rosemead - Project Manager. Provided interim code enforcement staff to inspect targeted areas of the city to facilitate neighborhood improvements.

City of San Clemente – Project Manager. Provided interim Code Enforcement staff to assist with their Code Enforcement Program.

City of Superior, AZ - Direct and participate in the review of the city's code enforcement policy and procedures and make recommendations for changes, as necessary. Development and Implementation of a Nuisance and an Administrative Citation Ordinance.

City of La Canada Flintridge - Direct and participate in the review of the city's code enforcement policy and procedures and make recommendations for changes, as necessary. Development and Implementation of a Nuisance, Cost Recovery and an Administrative Citation Ordinances. Provided interim code enforcement staff to conduct inspections and facilitate neighborhood improvements.

City of Del Mar - Provided interim code enforcement staff to the City and managed their entire Code program.

City of Newport Beach - Provided interim code enforcement staff to the City and managed their entire Code program.

It should be noted that the project list above is not a comprehensive list of all our past code clientele but represents a small portion of the Municipalities we have served. We have also successfully provided services to the following jurisdictions as a further sample of our experience and clientele:

- Bradbury
- Burbank
- Costa Mesa
- Desert Hot Springs
- El Monte
- Folsom
- Fountain Valley
- Hermosa Beach
- Huntington Beach
- Laguna Woods
- Laguna Niguel
- Manhattan Beach



City of Loma Linda

- Maywood
- Pasadena
- San Diego County
- San Juan Capistrano
- San Luis Obispo
- Sierra Madre
- Thousand Oaks
- Ventura
- West Hollywood

References

City of La Puente

John Di Mario
15900 East Main Street
La Puente, CA 91744
(626) 855-1517

Project: Program assessment, development, training, and implementation. Staff augmentation providing full-time staffing, enforcement of building, zoning, and nuisance-related issues.

City of La Canada Flintridge

Susan Koleda
1327 Foothill Boulevard
La Canada Flintridge, CA 91011
(818) 780-8881

Project: Provided interim code enforcement staff.

City of Torrance

Michelle Ramirez
3031 Torrance Boulevard
Torrance, CA 90503
(310) 618-2550

Project: Staff augmentation, providing code enforcement staff, enforcement of building, zoning, vendor, and nuisance-related issues.

City of Inglewood

Jerry Tucker
1 Manchester Boulevard, 4th Floor
Inglewood, CA 90301
(310) 412-5590

Project: Providing code enforcement staff for vendor enforcement needs at (SoFi Stadium and The Forum).

In closing, Willdan has provided code compliance services to numerous different California Cities and Counties. We are confident our team can provide the customer service-based code compliance program the City is seeking. We hope this proposal meets with your approval. The resumes for our proposed team can be found below. Please let me know if you have any questions or require additional information.

Albert Brady, C.B.O.

Deputy Director of Building & Code Enforcement

Education

1988, AA, Liberal Arts, California State University, Fullerton

1990, BA, Business Administration, University of Southern California, Los Angeles

Registration

PC 832 Certificate, Orange County Sheriff's Academy, Orange, CA

Basic Certification, SCACEO - Southern California Association of Code Officials

Intermediate Certification, SCACEO - Southern California Association of Code Officials

Advanced Certification, SCACEO - Southern California Association of Code Officials

Supervisory Certification, SCACEO - Southern California Association of Code Officials

Watershed Management Certificate, EPA - Environmental Protection Agency, Sacramento, CA

ICC Certified Building Official

Affiliations

Past Education Chair, California Association of Code Officials, Sacramento, CA

Past Board Member, California Association of Code Enforcement Officials, Sacramento, CA

Member, American Association of Code Enforcement

30 Years' Experience

Mr. Albert Brady is a Willdan Engineering code enforcement manager with 30 years of experience. Mr. Brady is responsible for Code Enforcement Services Company wide including California and Arizona. Mr. Brady leads a team of code enforcement professionals who can provide both short and long-term services including management of code enforcement departments.

Relevant Project Experience

County of Riverside, California. Code Enforcement Director. Managed the Code Enforcement Department for the entire County of Riverside. Assigned to oversee all operations and respond to all citizen concerns, County CEO complaints and Board inquiries; Prepare and monitor the Department's budget including all revenues and expenditures. Prepare regular staff reports for the Board of Supervisor's regarding ordinance development and/or municipal code revisions. Provide personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adheres to all policies established within the Department. Evaluate staff's performance on a regular basis and pursue disciplinary action when appropriate. Interview and hire all personnel. Attend regular staff meetings; meet with civic groups such as the Chamber of Commerce, Board of Realtors, Neighborhood groups and Homeowner's Associations. Interact with various departments, County, State and Federal organizations when necessary. Interact with The Riverside County District Attorney's Office regarding criminal investigations and County Counsel for Civil proceedings such as Nuisance abatements, injunctions and/or receiverships.

AndersonPenna, Newport Beach, California. Code Enforcement Manager. Managed the Code Compliance Division for a firm that provides contract code services to Municipalities in Southern California. Contract services varied from staff augmentation, program development and consulting. Provided service to different jurisdictions in California including the following government agencies; County of Orange, City of Laguna Woods, Pasadena, Ventura, La Canada Flintridge, Upland, Fountain Valley, Tustin, Desert Hot Springs, and San Juan Capistrano. Developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. Managed all contracts for service delivery and all contract employees assigned to the projects. Attended regular City Council meetings and assured projects remained within budget.

City of Moreno Valley, California. Code & Neighborhood Services Official. Responsible for managing the Code and Neighborhood Services Division which is comprised of the Parking Enforcement Team and the Code Compliance Group. Assigned to oversee all operations and respond to all citizen concerns, City Manager complaints and Council inquiries; Prepare and monitor the Division's budget including all revenues and expenditures. Manage agreements with outside contractors that provide service to the City including Riverside County Environmental Health, Abatement Contractors, and Citation Processing Services. Monitor and prepare quarterly and annual reports for three separate Federal programs. Prepare regular staff reports for City Council regarding ordinance development and/or municipal code revisions. Manage specialized programs such as the City's Graffiti Restitution Program, Shopping Cart Containment Ordinance and the Rotational Tow Service Program. Provide personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adheres to all policies

established within the Division. Evaluate staff's performance on a regular basis and pursue disciplinary action when appropriate. Interview and hire personnel. Attend regular staff meetings; meet with civic groups such as the Chamber of Commerce, Board of Realtors, Neighborhood groups and Homeowner's Associations.

Albert Brady

Continued

Willdan, Anaheim, California. Code Enforcement Supervisor. Managed the Code Compliance Division for a firm that provided contract code services to Municipalities in the western United States. Contract services varied from staff augmentation, program development and consulting. Provided service to different jurisdictions in California, Arizona and Nevada including the following government agencies; County of Orange, City of Anaheim, South Pasadena, Bradbury, La Canada Flintridge, Rosemead, Hawaiian Gardens, Los Alamitos, Irvine, Laguna Hills, Del Mar, La Palma, and San Juan Capistrano. Developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. Managed all contracts for service delivery and all contract employees assigned to the projects. Attended regular City Council meetings and assured each project remained within budget.

City of Anaheim, California. Senior Code Enforcement Officer. Supervised the CDBG team of the Code Enforcement Division which consisted of seventeen employees. Enforced City regulations and codes to enhance and preserve the quality of neighborhoods. Received citizen complaints of Municipal Code violations and coordinated the resolution of those concerns. Provided training to employees; established and maintained the Division's policy and procedure manual and ensured that the established practices were followed. Performed regular evaluations of employees, prepared internal and external memorandums, staff reports, developed ordinances and assisted with the annual preparation of the Planning Department Budget.

City of Anaheim, California. Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, prepared diagrams, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports.

City of Anaheim, California. Code Enforcement Officer I. Performed field inspections and enforced municipal code provisions (such as animal regulations, business license requirements, and building permits). Explained regulations relating to municipal code provisions including zoning, land use, planning, and design review. Responded to citizen complaints regarding potential code violations; conducted research of property ownership, past permits and all applicable code regulations. Coordinated enforcement actions with other City departments and other governmental agencies, as necessary.

City of Anaheim, California. Housing Coordinator/Inspector. Performed field inspections of all Section 8 Housing Vouchers for the City of Anaheim Housing Authority. Inspections were performed to verify compliance with the Housing Quality standards; for new vouchers and as part of the annual recertification program. Additional duties included providing notices for non-compliant units to both property owners and residents, negotiating rents, performing recertification paperwork, re-inspections of non-compliant units, and assisting customers with additional benefits available through the family self-sufficiency program.

John (Terry) Cox

Code Enforcement Manager

Education

*B.S., Business Management,
California Coast University,
Santa Ana, CA*

*Business Management,
California State University,
Long Beach*

*Psychology, Cerritos Community
College*

Licenses/Certifications

*PC 832 Certificate - Rio Hondo
Community College*

*Certified Code Enforcement
Officer, CACEO - California
Association of Code
Enforcement Officials*

*Basic Certification, SCACEO
- Southern California
Association of Code
Enforcement Officials*

*Intermediate Certification,
CACEO - California
Association of Code
Enforcement Officials*

*Advanced Certification,
CACEO - California
Association of Code
Enforcement Officials*

*Supervisory Certification,
CACEO - California
Association of Code
Enforcement Officials*

*Watershed Management
Certificate, EPA -
Environmental Protection
Agency, Sacramento, CA*

Affiliations

*Member, California
Association of Code
Enforcement Officials*

27 Years' Experience

Mr. Terry Cox is a Code Official with over 26 years' experience in addressing community blight through developing effective neighborhood strategies. He has demonstrated the ability to train, motivate and manage cohesive teams focused on preserving communities. He is experienced in neighborhood improvement projects, operational management, community relations, consulting and project management.

Relevant Project Experience

County of Orange, CA. Code Enforcement Manager. Oversaw the day-to-day operations of the Neighborhood Preservation Section with the County of Orange, which includes the training and supervision of both County and contract staff. Worked closely with staff from the Board of Supervisors, CEO's office, multiple County Departments, and additional outside agencies to coordinate investigations/enforcement activities and communicate findings/results, as well as to provide thorough and effective service to unincorporated islands within the County of Orange. Prepared and provided staff reports, departmental work plans, educational/informational materials and special presentations related to code enforcement. Developed and implemented policies and procedures to improve program efficiency and effectiveness. Coordinated and implemented special projects such as community cleanup days, target area sweeps and community meetings, thus spearheading the community outreach efforts of OC Development Services/OC Public Works. Communicated, both verbally and in writing, with representatives of the District Offices to address potential code-related concerns (Board of Supervisors). Analyzed current Neighborhood Preservation procedures and implemented changes when needed to improve program efficiency/effectiveness and staff morale (i.e., office hearing scheduling procedures, improved notification process, changes in rotational case assignments, etc.). Prepared and hosted Neighborhood Preservation bi-weekly meetings to maintain staff awareness of program status, goals and accomplishments, as well as to obtain feedback from staff with regards to improving the program. Reviewed officer prepared notifications to the public and case files submitted for closure to maintain quality assurance, providing staff with assistance and direction when needed. Researched and organized additional training for members of staff to improve officer awareness and effectiveness. Responsible for annual staff member reviews, coaching up of staff, and disciplinary action towards staff as needed. Responsible for developing and maintaining the annual budget for Neighborhood Preservation, as well as overseeing contract development/operations. Highly involved with the development and implementation of the new Land Management System and the Customer Resource Management online portal now utilized throughout OC Public Works to provide easily accessible online services to the stakeholders and visitors of Orange County.

AndersonPenna, Newport Beach, California. Senior Code Enforcement Officer. Managed overall contract and day-to-day operations of contract code staff assigned to the County of Orange. Received calls for service and investigated potential zoning, building, grading and general property maintenance code violations. Collected and documented evidence as part of code casework. Issued notices and administrative citations as needed to ensure code compliance. Prepared briefing papers and reports for review by management of the Board of Supervisors. Prepared and carried out inspection and abatement warrants. Planned,

Terry Cox
Continued

prepared and participated in community meetings and clean-up events. Worked closely with County Counsel and the District Attorney's office to host meetings, carryout civil litigation, and proceed with criminal court filings when voluntary compliance was not obtained.

Willdan, Anaheim, California. Senior Code Enforcement Officer. Managed overall contract and day-to-day operations of contract code staff assigned to the County of Orange. Received calls for service and investigated potential zoning, building, grading, and general property maintenance code violations. Collected and documented evidence as part of code casework. Issued notices and administrative citations as needed to ensure code compliance. Prepared briefing papers and reports for review by management and the Board of Supervisors. Prepared and carried out inspection and abatement warrants. Planned, prepared, and participated in community meetings and clean-up events. Worked closely with County Counsel and the District Attorney's office to host meetings, carry out civil litigation, and proceed with criminal court filings when voluntary compliance was not obtained. Provided code services to the City of La Canada-Flintridge. Also, prepared community education materials pertaining to code enforcement for the City of Laguna Hills.

City of Anaheim, California. Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial, and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports. Responsible for the enforcement of parking violations and illegal street vendor activity.

City of Paramount, California. Code Enforcement Officer I. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports. Responsible for the enforcement of parking violations and illegal street vendor activity. Also responsible for Public Safety fleet maintenance and supervised the Los Angeles County inmates (trustees) assigned to provide maintenance services at the City's Public Safety Substation.

Kerry Simpson, MPA

Code Enforcement Manager

Kerry Simpson, MPA is a Willdan Code Enforcement Manager. She is a passionate and accomplished leader with extensive experience overseeing Code Compliance, Animal Services, Health Compliance, and Homeless Services. She has a proven track record in strategic planning, budgeting, and project management. Kerry has been recognized for developing innovative solutions to complex problems, cultivating strong relationships with stakeholders, and initiating impactful community engagement programs.

EDUCATION

*MS, Public Administration,
National University, San Diego*

*BS, Business Management,
University of Phoenix*

*Leading Edge in High
Performance Organization,
College of Charleston*

*Trained in Community
Engagement by Pepperdine
University*

PROFESSIONAL CERTIFICATIONS

*Certified Mediator - State of
Texas*

*Certified Train the Trainer -
continuing Education for
Public Officials (CEPO)*

PC 832

AWARDS

*City Employee of the Year, San
Jose*

*John Lowe Award of Excellence
(CACEO):*

*California Association of Code
Enforcement - Most Innovative
Program Award -
Blight Buster*

*California Association of Code
Enforcement - Most Innovative
Program Award -
Probation Partnership*

30 Years' Experience

Previous Work Experience

City of McKinney, TX, Director of Compliance Services Oversaw all aspects of Code Compliance, Animal Services, and Health Compliance. Testified at the Building & Standards Commission and initiated demolition of substandard structures. Directed all aspects of project management including planning, budgeting, staffing, scheduling, monitoring, and reporting. Developed and implemented strategic plans to ensure organizational goals were met. Participated on Mayor's Homeless Taskforce. Mentored and coached staff members, enabling them to reach their highest potentials. Managed a COVID- 19 hotline during a time of crisis. Led cross-functional teams in the development of innovative solutions to complex problems such as homelessness. Established a proactive zoning enforcement program. Participated in writing and enforcing a new Unified Development Code in 2022, which won an award from the APA Texas Chapter. Issued criminal citations and warrants. Member of the City's Executive Leadership Team.

American Association of Code Enforcement (AACE) Third Vice President Facilitated leadership courses for managers. Conducted a nationwide skip tracing course to help officers locate absentee property owners. Established a collaborative legislative affairs program with ICC, the Responsible Hospitality Institute, and other stakeholders.

City of Rancho Cordova, CA, Neighborhood Services Manager Spear-headed a new comprehensive code compliance program in newly incorporated city to address blight, zoning violations, illegal cannabis grows. Managed Animal services program, including investigation and conviction of animal abuse cases. Initiated comprehensive rental housing inspection program. Functioned as the City's Fair Housing Officer. Managed and reported on Community Development Block Grants (CDBG). Implemented administrative citations program. Oversaw homeless response program which including code compliance officers, police officers, a homeless navigator, and cleanup crews. Assisted in City's Legislative Affairs program including monitoring bills and collaborating with the League of California Cities and other organizations. Won California Association of Code Enforcement award for the "Most Innovative Program" for Blight Busters and the Probation Partnership. Wrote and presented new ordinances to City Council including vacant building monitoring program, rental housing inspection program, property standards code. Presented Blight Busters as a case study to the Alliance for Innovation. Participated on the City's Leadership Team.

California Association of Code Enforcement Officers (CACEO) President and Board Member Taught code enforcement and advanced code enforcement academies throughout California, including zoning. Regularly testified at the State Capitol on changes to the Health and Safety code and Code Enforcement standards. Testified at the State Senate hearings on the Ghost Ship Fire.



John W. Poole

Code Consultant

Education

1979, BS, Administration of
Justice, California State
University, Los Angeles

Registration/Certification

California P.C. 832

P.O.S.T. Reserve Police
Officer

Affiliations

AACE, American Association
of Code Enforcement

CACEO, California
Association of Code
Enforcement Officers

Awards and Recognition

American Planning
Association – Multiple
Award Winner

California League of Cities –
Helen Putman Award
Recipient

National League of Cities –
James C. Howland Award for
Urban Enrichment

40 Years' Experience

Mr. John Poole has 40 years of municipal government experience, which includes providing code enforcement and related services. He serves as a code enforcement consultant in our Willdan Anaheim office and provides supervisory and management services in code enforcement and other related areas. Prior to joining the Willdan team, he was employed by the City of Anaheim as Senior Code Enforcement Officer, Code Enforcement Supervisor, and Code Enforcement Manager. From 1983 to 2003, he was directly responsible for a comprehensive code enforcement program, which had a budget of approximately \$3.5-million. He administered a City code-enforcement program that was responsible for a highly diverse scope of municipal, State, and Federal codes and related areas, which included land use, building, housing, public nuisance, and hazardous waste/material removal. Mr. Poole successfully developed and implemented the innovative City-sponsored community-volunteer programs, such as the anti-graffiti, "Make Your Mark on the World, Not on the Wall," "Paint Your Heart Out Anaheim," which assists low-income elderly or disabled homeowners; and "Volunteers in Pride," which entails public participation in code enforcement and neighborhood improvement activities.

Mr. Poole has conducted code enforcement and management seminars for the University of California, University of Wisconsin, and the California Association of Code Enforcement Officers (CACEO). He has been associated with CACEO since its inception and served four years as CACEO's President.

Mr. Poole has demonstrated the ability to conceptualize, develop, and implement programs and/or strategies to overcome and resolve individual, committee, group, and organizational objections to the satisfaction of all parties.

Work Experience

Willdan, Anaheim, California. Code Enforcement Manager. Mr. Poole managed the Code Compliance Division for Willdan and provided contract code services to Municipalities in the western United States. The contract services varied from staff augmentation, program development and consulting. He provided service to different jurisdictions in California, Arizona and Nevada including the following government agencies; County of Orange, City of Anaheim, South Pasadena, Bradbury, Rosemead, Hawaiian Gardens, Los Alamitos, Irvine, Del Mar, La Palma, and San Juan Capistrano. Mr. Poole developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. He Managed all contracts for service delivery and all contract employees assigned to the projects.

City of Anaheim, CA Code Enforcement Manager. Mr. Poole was responsible for managing the Code Enforcement Division for the City. He was assigned to oversee all operations and respond to all citizen concerns, City Manager complaints and Council inquiries; Prepare and monitor the Division's budget including all revenues and expenditures. John prepared regular staff reports for City Council regarding ordinance development and/or municipal code revisions. Mr. Poole provided personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adhered to all policies established within the Division. He evaluated staff's performance on a regular basis and pursued disciplinary action when appropriate. John attended regular staff meetings; met with civic groups such as the Chamber of Commerce, Board of Realtors, Neighborhood groups and Homeowner's Associations. Mr. Poole interacted with various departments, County, State and Federal organizations when necessary.



Ed Nicholls, Jr.

Code Consultant

Education

*M.S., Education, California
Baptist University*

*B.S., Business Management,
University of Phoenix*

Registration

*PC 832 Certificate, Orange
County Sheriff's Academy,
Orange, CA*

*Basic Certification, SCACEO -
Southern California Association
of Code Officials*

*Intermediate Certification,
SCACEO - Southern California
Association of Code Officials*

*Advanced Certification, SCACEO
- Southern California
Association of Code Officials*

*Supervisory Certification,
SCACEO - Southern California
Association of Code Officials*

Affiliations

*Past Education Chair, California
Association of Code Officials,
Sacramento, CA*

30 Years' Experience

Mr. Ed Nicholls is a Willdan Engineering code enforcement consultant with over 30 years of experience. He serves as a code enforcement consultant in our Willdan Anaheim office and provides supervisory and management services in code. Mr. Nicholls specializes in leadership training and development, and in program evaluation, development, and implementation.

Relevant Project Experience

County of Riverside, California. Code Enforcement Deputy Director. Mr. Nicholls directed the daily activities of the 85-member strong Code Enforcement and Environmental Compliance Division. With a keen attention to detail, he skillfully coordinated a spectrum of divisional programs and projects, meticulously developing and implementing a range of training initiatives tailored to the team's needs. His strategic acumen and adept collaboration with stakeholders ensured seamless alignment of divisional objectives with overarching organizational goals. Through his proactive approach, Mr. Nicholls identified and capitalized on opportunities to optimize operations, introducing streamlined processes and innovative tools that enhanced the efficiency and impact of enforcement and compliance endeavors.

City of Chino Hills, California. Neighborhood Services Manager. Mr. Nicholls skillfully managed and supervised the day-to-day operations of the Neighborhood Services Division. With a strategic approach, they developed and executed a range of divisional training programs aimed at enhancing staff performance and capabilities. In addition, their forward-thinking vision led to the creation and successful implementation of a comprehensive training curriculum dedicated to nurturing neighborhood leadership qualities among city residents, ultimately contributing to a more empowered and engaged local community.

City of Yorba Linda, California. Senior Community Preservation Officer. Mr. Nicholls adeptly supervised the day-to-day operations of the Community Preservation Division, skillfully orchestrating the development and harmonization of a diverse array of divisional programs, codes, laws, policies, and procedures. Their remarkable leadership was evidenced by their ability to conceive and execute an array of divisional training programs, effectively enhancing the team's knowledge base and performance. Through their strategic acumen and commitment, they played a pivotal role in advancing the division's objectives and ensuring its seamless functioning.

City of Fountain Valley, California. Code Enforcement Officer II. Mr. Nicholls undertook the supervision of the Code Enforcement program, providing training to a team of two code enforcement officers, and enforcing state and local laws for enhancing the quality of life in the City's residential and commercial areas. His responsibilities encompassed identifying violations, taking necessary actions, and maintaining records of their enforcement activities. Effective communication and collaboration with other departments were key to resolving complex cases. His strong leadership, analytical skills, and commitment to adherence underscored their role in effective code enforcement and community improvement.

City of Anaheim, California. Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, prepared diagrams, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports.



Scott C. Barber

Code Consultant

Education

M.B.A., Business, California Baptist University, Riverside

B.A., Theater Arts, University of California, Riverside

Licenses/Certifications/ Training

Created/taught the course "Coaching and Mentoring".

Served as a certified interpreter for Lominger "Voices 360 degree" assessments.

40+ Years' Experience

Mr. Scott Barber brings 30 years of local government experience, creating success through innovation and strategic partnerships, coupled with a fundamental and deeply ingrained understanding that public trust is earned. Mr. Barber has extensive experience in development processes and economic development activities related to business attraction through entitlement and permitting incentives. He is an excellent communicator and presenter, with solid budgeting and finance experience.

Relevant Project Experience - Consulting

City of Huntington Beach, CA. Code Enforcement Program Evaluator. Performed a third-party evaluation of the City's Code Enforcement Program seeking efficiencies for the program, including a review and suggested updates to the City's Policy and Procedures Manual, analysis of case processing with office and field staff, statistical and trend review of caseloads and case processing techniques, and analysis/recommendations for "right sizing" code enforcement investigative responses based upon staffing and budget resources. Final Deliverable: "Findings Memorandum" with specific program recommendations.

City of Burbank, CA. Code Enforcement Program Reviewer. Onsite office/field activities evaluation, systems analysis, program alternatives and modernization, resulting in a comprehensive "road map" for long-term sustainable change.

City of Ventura, CA. Code Enforcement Program Reviewer. Created "Findings Memorandum" after review of onsite office/field functions, code enforcement policies; validating staff recommendations for City Management/Council approval.

City of Merced, CA. Code Enforcement Program Reviewer. Created a comprehensive Policies & Procedures Manual, along with findings and recommendations for program enhancements, based upon interviews with office, management, and field staff, for use by the City's Code Enforcement Task Force.

County of San Mateo, CA. Expert Witness - San Mateo Sober Living Civil Case. Served as expert witness for the County of San Mateo in defense of a federal civil rights complaint regarding housing discrimination.

Relevant Project Experience - Local Government

City of Riverside, CA. City Manager. 80 square miles, 12th largest city in California, population 308,511. Annual budget of approx.\$1 billion, 2687 FTEs. Municipal services include police, fire, roads, parks, museums, libraries, development services, airport, and its own publicly owned utility (electricity and water); operates a regional water quality control plant. Responsibilities and accomplishments include:

- Revised citywide budget procedures to increase transparency in the creation and tracking of project expenditures and strategic use of General Fund reserves.
- Led the stakeholder-involved design process for the \$45 million reconstruction of the Riverside Convention Center.
- Created successor agency to City's former redevelopment agency; led the City to a "Finding of Completion" from the California Department of Finance for the long-range property management of 30+ properties, and the approval of \$1.57 billion in Recognized Payment Obligation Schedule (ROPS) reimbursements.
- Construction of two new City parks (Doty-Trust and Ryan Bonamino), utilizing multiple funding sources (COPs, RDA bonds, inter-fund loans) for \$14M cost.
- Led educational outreach for two citywide ballot measures: reauthorize a parcel tax for library services (Measure I); reauthorize transfer of water utility revenue to General Fund of \$6.7 million annually (Measure A). Both measures passed by more than sixty-six percent (66%).



- Revised Economic Development Action Plan to include the principles of Riverside “Seizing Our Destiny”, a community-based movement driving the City’s economic future, resulting in an annual increase in local jobs (3,200 private sector, 12,000 construction-related) with local/state transportation projects.
- Reorganized City operations, merging art and culture functions with the municipal museum, the Development Department (included Redevelopment), and the Community Development Department, and moved all capital projects (excluding park design) to the General Services Department.
- Guided “Business Ready Riverside” initiative, including the implementation of electronic plan review (ProjectDox), creation of “Business First” permit concierge service to new businesses creating jobs, and approval of City Council to move towards “Smart Codes” for the upcoming General Plan cycle: created form-based codes, eliminating individual CEQA review on compliant projects within the zone.

City of Riverside, CA. Community Development Department Director. Department formed during FY 2005-06 by combining Planning/Building/Safety Department with the Code Enforcement Division of the Public Works Department. Annual budget \$12-15 million. Responsibilities and accomplishments include:

- Led the adoption effort for a new General Plan, Zoning Code, Smart Growth guidelines and implementation matrix for the City’s GP 2025, which won a Southern Cal Assoc. of Gov’t “Compass Blueprint” award for excellence.
- Enforcement Division reorganization/upgrade, including creation of national best practices with the Neglected Property Abatement Team, as well as winning state and national awards for marketing and outreach programs. Created a new revenue stream through the Neglected Property Abatement Program.
- Assisted the City’s ED efforts through the creation of “fast track” programs, (business attraction through streamlined entitlement and permit processing) and developed the “Concurrent Processing” procedures, reducing an applicant’s time and costs associated with development projects.
- Implemented the first “Incentive Based Green Building Program” in the State of California in collaboration with the Building Industry Association.
- Selected and implemented new web-based code enforcement software (GoEnforce).

County of Riverside, CA. Transportation & Land Management Assistant Director. Administrative functions included: information resources, purchasing, HR, payroll, accounting, customer service, and asset management. Managed annual budget of approx. \$170 million (\$100 million in programmed capital improvements), with oversight of 900 staff members. Responsibilities and accomplishments include:

- Managed an annual budget of approximately \$170 million (\$100 million in programmed capital improvements), with agency oversight of 900 staff members.
- Created the Environmental Programs Department, including policy, procedure and mission implementation, creation of ordinances and operating guidelines, staffing and budgets.
- Led and/or assisted in the recruitment and hiring of three department directors (building official, transportation director and planning director).
- Selected by the County’s executive officer to be a founding member of the County’s Leadership Initiative Design Team responsible for creating/conducting leadership training programs for senior managers throughout Riverside County.

Chauncey Cummings

Senior/Supervisory Code Enforcement Officer

Education

University of Redlands,
Redlands, CA – 3 years in
Environmental Science,

Mr. Chauncey Cummings has experience in establishing and maintaining effective working relationships with residents and businesses. He is able to apply and enforce all applicable ordinances, to explain code requirements and communicate tactfully in difficult situations. Mr. Cummings is available as a Code Enforcement professional to our Southern California clients.

Relevant Project Experience

16 Years' Code Experience

City of Redlands, CA (Willdan). Sr. Code Enforcement Officer. Mr. Cummings played a key role in enforcing municipal codes and state regulations to maintain public health, safety, and compliance within the community. His responsibilities have included investigating illegal dumping, issuing citations for improper solid waste disposal, and collaborating with the City's Solid Waste Division to ensure effective waste management practices. In vendor enforcement, he has conducted field inspections to regulate street vending in accordance with **California Senate Bills 946 and 972**, ensuring vendors meet licensing, health, and safety requirements. He has worked closely with business owners, property managers, and city officials to address compliance issues, mitigate public nuisances, and uphold Redlands' community standards. His ability to handle complex enforcement cases, combined with his strong knowledge of municipal regulations and proactive enforcement approach, has made him an asset in maintaining the city's cleanliness and public safety.

City of Grand Terrace, CA (Willdan). Sr. Code Enforcement Officer. Mr. Cummings received and investigated animal and code violation complaints, researched complaints regarding violations of city codes, ordinances standards, laws, and safety regulations, investigate illegal food vendors and businesses on the preparation, handling, and serving of food products, work with residents, business representatives, and other parties to resolve existing code violations and achieve compliance with zoning, building, health, nuisance, vehicle abatement, business license, and property maintenance codes and ordinances. Mr. Cummings addressed loud noise complaints (roosters and barking dogs), dead animal clean-up, loose/wild animal retrieval (i.e. dogs, raccoons, etc), and other various animal concerns within city boundaries. He prepared and maintained casework through the gathering and documentation of evidentiary materials, He prepared and issued notices and citations to parties in an attempt to achieve compliance, Chauncey also prepared reports and memos for review by supervision; maintained daily inspection logs, records, statistics, and files pertaining to code enforcement activity. Mr. Cummings also served as the Community Emergency Response Team Coordinator for the City.

City of Desert Hot Springs, CA (Willdan). Code Enforcement Officer. Mr. Cummings enforced all municipal codes within the City and investigated violations pertaining to the violations of the municipal code provisions in zoning ordinances, sanitary regulations, and business license regulations. He enforced health and safety and building codes as applicable and responded to complaints received by citizens regarding code violations. He issued Notices of Violations, Stop Work Notices, and Citations.

City of Inglewood, CA (Willdan). Sr. Code Enforcement Officer. Mr. Cummings is part of the Willdan team assigned to handle vendor control in the city. He assists the city and county staff with the enforcement of city and state codes pertaining to street food vendors within the city. He effectively communicates with and educates illegal food vendors, while taking additional enforcement action as needed.



City of Hemet, Hemet, CA. Code Enforcement Officer II. Mr. Cummings ensured compliance with Hemet codes and other regulations and was responsible for implementing the policies and procedures set by the government, including at the California state and federal levels. He ensured a safe community by enforcing compliance with codes and investigating code violations. Mr. Cummings performed residential, commercial and industrial site inspections and investigations to determine compliance with applicable federal, state and local codes, laws and regulations; issued citations and notices of violation; and performed other related duties as required.

FedEx, Riverside, CA. Delivery Driver. Mr. Cummings was in charge of accepting client calls, sorting shipments, loading the vehicle, retrieving products, obtaining signatures, and keeping the vehicle clean and in excellent shape. He utilized good communication skills and was able to deal with customers quickly and efficiently to help expedite delivery. Mr. Cummings ensured that all deliveries were made within the stipulated timeframe and kept record of all transactions, checked, collected, and sent courier packages, and arranged them in sequence. If traffic congestion was anticipated or occurred, he was responsible for planning an alternative route so as not to delay deliveries unnecessarily. Mr. Cummings kept a logbook, which had the date and time of all the deliveries he made.

William (Bill) Torres

Code Enforcement Officer

Education

*B.S., Business
Administration, University of
Phoenix, La Mirada,
California*

Registrations/Certifications

FEMA

PC 832 – Powers of Arrest

*California Association of
Code Enforcement Officials
(CACEO): Basic,
Intermediate, & Advanced
Certifications and Certified
Code Enforcement Officer
status (CCEO)*

Mr. Bill Torres is a professional Willdan Engineering code enforcement officer significantly experienced in municipal code enforcement standards and practices. Mr. Torres has a thorough understanding of investigative and research techniques and procedures. He has a proven track record of resolving a wide range of concerns involving zoning and property maintenance standards. Mr. Torres is available to assist our Southern California clients with code enforcement services.

Relevant Project Experience

City of Inglewood, California (Willdan). Code Compliance Officer. Mr. Torres is part of a team of Willdan code enforcement officers who work to ensure safety and compliance at Sofi Stadium, a 298-acre mixed-use development that houses retail, commercial, and office space, a hotel, residential units, and parking. Responsibilities of the code enforcement officers include reviewing the Operation Plan, posting up at the proper locations, obtaining appropriate data from vendors such as social security numbers, California driver's license information, or any other form of identification, and notifying vendors of the locations where they can conduct business. Assist Police, Sheriffs, and the California Highway Patrol when they are conducting corrective action on violators, receive and log complaints, write incident reports, and take video or pictures of items confiscated and document all action taken. Ensure that businesses and people are in compliance with public health, safety, consumer protection, and business activities, and protect the Sofi community by regulating entities that are breaking laws and ordinances.

City of Fontana, California (Willdan). Code Enforcement Officer. Mr. Torres was responsible for the enforcement and education of illegal sidewalk vendors and members of the public regarding City Municipal Codes and regulations related to unpermitted sidewalk food vending. Mr. Torres was also responsible for taking enforcement action against repeat offenders, which included the issuance of notices/citations and confiscation of perishable food/supplies. Mr. Torres worked closely with City Code Enforcement supervision, City Police Department personnel, and members of Public Works as part of the City's vendor enforcement task force.

City of San Marcos, California. Code Compliance Officer. Mr. Torres enforces municipal codes within the City. He conducts field inspections, and if violations were present, he composes Courtesy Notices, Notices of Violation, Administrative Citations, or Stop Work Notices related to municipal code violation(s). He also prepares reports and tracks case files related to such matters. Mr. Torres maintains detailed record keeping of each case, which includes digital photographs and pertinent information. He interacts with various departments, County, State, and Federal organizations when necessary and maintains a high level of professionalism and customer service.

JAS Pacific, San Bernadino, California. Code Enforcement Officer. Mr. Torres received complaints and prepared case files for various municipal code violations, including zoning, signs, inoperative vehicles, and property maintenance. He conducted thorough investigations, collected evidence, and collaborated with other departments. He aimed for compliance through public education, warnings, and removal of illegal signs. He attended meetings, testified in court, and presented on code-related topics. Mr. Torres enforced off-Highway Vehicle ordinances, educated riders, issued warnings and citations, and conducted regular patrols in flood control channels and regional parks. He interacted with the public professionally and efficiently while fulfilling his responsibilities.



City of Stanton, California. Code Enforcement Officer. Mr. Torres conducted inspections of residential and commercial properties and issued notices of violation or citations for safety and zoning infractions. Citations were issued for street sweeping parking violations, and a range of vehicle parking restrictions and prohibitions were enforced; citations were issued as necessary. Business License compliance was rigorously enforced. Illegal sign violations were removed as needed. Reports were prepared regularly. Citizen inquiries, complaints, and requests for service were responded to in a fair, tactful, and firm manner. He identified code sections relevant to potential violations. New cases were opened for violations related to inadequate property maintenance, overgrown vegetation, food vendor infractions, Yard Sale permit enforcement, and visible trash container violations.

City of Huntington Beach, CA (Willdan). Code Compliance Officer. Mr. Torres received complaints and prepared case files regarding zoning, signs, inoperative vehicles, property maintenance, and various other municipal code violations. He maintained the integrity of the case files, conducting investigations, collecting evidence, performing research, and conferring with other departments as necessary for the violations. He attempted to achieve compliance through public education, as well as verbal and written warnings. He removed illegal signs from the public right of way, attended meetings, testified in court and administrative hearings, and gave presentations on code-related matters. He assisted in the implementation of the city weed abatement program. He prepared reports, memos, notices of violations, and other materials under strict timelines. He dealt with the public in an effective and professional manner, maintaining prompt and regular attendance. He performed all duties within the context of the City Mission statement and organization.



Regular City Council Staff Report

J. Confirm Contract Agreement with Willdan Engineering for After Hours, Standby, and On-Call Animal Control Services through the end of Fiscal Year 2024-25 (Continued from March 11, 2025) [Fire]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3J.
To	From
City Council	Dan Harker, Fire Chief
Via	
Tom Ingalls, Fire Marshal	

RECOMMENDATION:

It is recommended that the City Council:

1. Confirm the contract agreement with Willdan Engineering for After Hours, Standby, and On-Call Animal Control Services; and
2. Authorize the City Manager to execute all necessary documents.

BACKGROUND:

The City of Loma Linda is currently unable to provide After Hours Standby and On-Call animal control services with current staff. Although the City has an agreement with the City of San Bernardino to provide shelter services and emergency coverage for special circumstances, the City of San Bernardino is experiencing significantly low staffing shortages and is unable to help augment After Hours Standby and On-Call services for the City of Loma Linda. Ensuring adequate animal control services is essential for public health and safety. In an effort to explore alternative solutions, City staff also contacted the County of San Bernardino regarding a potential contract for these services. However, the County does not have the necessary staffing or shelter capacity to enter into such an agreement.

Before presenting this agreement to the City Council for consideration, the Fire Department consulted with the Human Resources Division, the City's Labor Attorney, and the Employee's Union Representative.

ANALYSIS:

To address the City's immediate animal control needs, staff negotiated the following terms with Willdan Engineering:

- Monday–Friday: \$75.00 per hour, with a minimum of two hours per day for after hours standby.
- Saturday–Sunday: \$75.00 per hour, with a minimum of four hours per day for after hours standby.

- Call-outs will be billed at \$75.00 per hour with a minimum of two hours.

Based on past averages, staff do not foresee exceeding the proposed budget. Further, the division's supervisor will ensure accountability and oversight of the contracted service.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Funding became available following the March 11, 2025, approval of a \$30,000 supplemental appropriation into account #0012050-51830.

Attachments

[Agreement with Willdan Eng. for Animal Control Services 2-27-25 \(5\) \(4\).pdf](#)

[Willdan Letter Proposal - City of Loma Linda \(Animal Enforcement Services\).ScottEdits.pdf](#)

**CITY OF LOMA LINDA
AGREEMENT FOR CONTRACTOR SERVICES FOR
ON-CALL ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made and entered into this March 11, 2025, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and WILL DAN ENGINEERING COMPANY, a California Corporation (hereinafter referred to as "CONTRACTOR").

A. RECITALS

1. City has heretofore requested of CONTRACTOR the performance of services with respect to On-Call Animal Control Services (PROJECT" hereinafter);
2. CONTRACTOR has now submitted its proposal for the performance of such services;
3. CITY desires to retain CONTRACTOR to perform the services necessary to render advice and assistance to CITY relating to the PROJECT;
4. CONTRACTOR represents that it is qualified to perform such services and is willing to perform such services as hereinafter defined.

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

B. AGREEMENT

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

c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONTRACTOR within the CITY.

3. CITY agrees as follows:

a. To pay to CONTRACTOR at the rate OF \$75.00 per hour as set forth in Exhibit A. The listed rates shall cover the cost of all direct and indirect costs or fees, including the work of employees and consultants of CONTRACTOR.

b. Optional Services: Payments for additional services requested, in writing, by CITY, and not included in the Scope of Services, shall be paid as agreed upon by the CITY and CONTRACTOR in writing. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within 30 days after said invoices are received by CITY.

4. CITY agrees to provide to CONTRACTOR:

a. Information and assistance in the Scope of Services, hereto;

b. Copies of information, if available, which CONTRACTOR considers necessary in order to complete the Project;

c. Such information as is generally available from CITY files applicable to the Project;

d. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR'S responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, photographs and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and, upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR. CONTRACTOR may, however, make and retain such copies of said documents and materials as CONTRACTOR may desire.

6. Termination: Either CITY or CONTRACTOR may terminate this Agreement upon giving the other party 30 days written notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated at CONTRACTOR'S applicable rates as set forth in Attachment 1 to Exhibit A for work completed as of the date of termination. CONTRACTOR shall provide to CITY any and all documents, studies, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in Paragraph 7. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

8. Term of Contract: This Agreement shall commence on the date of execution and shall remain and continue in effect until terminated as provided in Paragraph 6 above.

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

CONTRACTOR: WILLDAN ENGINEERING COMPANY

Name: Albert Brady

Title: Deputy Director of Building and Safety

Address: 13191 Crossroads Parkway North Suite 405

Industry, CA 91746

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

9. Insurance:

a) Type of /Required Coverages

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

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

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

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

- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) **Professional Liability:** Professional Liability insurance with coverage of not less than \$3,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

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

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

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

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

c) Notice of Cancellation

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

d) Waiver of Subrogation

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

e) Evidence of Insurance

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

f) Deductible or Self-Insured Retention

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

g) Contractual Liability

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

h) Failure to Maintain Coverage

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

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

i) Acceptability of Insurers

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

j) Claims Made Policies

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

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

k) Insurance for Subcontractors

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

10. Indemnification:

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

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

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

parties, and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
12. Independent Contractor: The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY, including eligibility under Public Employees Retirement Law. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in this Agreement, CITY shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.
13. Compliance With Laws: CONTRACTOR shall comply with all State, Federal, or applicable laws and regulations in performing its obligations under this Agreement.
14. Confidentiality: Information and materials obtained by the CONTRACTOR from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than the performance of this Agreement.
15. Discrimination: The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, gender, age, marital status, or place of national origin. CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.
16. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any litigation concerning this Agreement shall take place in superior or federal district court with jurisdiction over the City of Loma Linda.
17. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.
19. Contents of Proposal: Contractor is bound by the contents of the proposal submitted by Contractor, Exhibit "A" hereto. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Contractor's proposal.

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

CONTRACTOR:

CITY:

City of Loma Linda, A Municipal Corporation

By: _____
Signature

By: _____
Signature

Name: _____
Typed/Printed

Name: Phillip Dupper
Typed/Printed

Title: _____

Title: Mayor

CONTRACTOR:

By: _____
Signature

Name: _____
Typed/Printed

Title: _____

ATTEST:

Lynette Arreola, City Clerk

APPROVED AS TO FORM:

Diane Robbins, City Attorney



March 31, 2025

Mr. Tom Ingalls, Fire Marshall
City of Loma Linda
25541 Barton Road
Loma Linda CA 92354

Subject: Animal Control Services

Dear Mr. Ingalls:

Willdan Engineering (Willdan) appreciates the opportunity to submit this proposal to provide contract animal control services to the City of Loma Linda, specifically focusing on weekend and after-hours on-call response. We have outlined our approach to these essential services and presented our key staff in the attached document.

With over 60 years of experience in municipal consulting, Willdan has developed a strong reputation for delivering effective and responsive enforcement solutions to cities throughout California. Our expertise in animal control services ensures we can support Loma Linda in maintaining a safe and humane environment for residents and animals. We understand the critical nature of after-hours and weekend animal control services, and our dedicated team is prepared to respond swiftly and professionally to any incidents that arise.

Our extensive experience includes assisting numerous jurisdictions with comprehensive code enforcement and animal control programs. We have successfully supported municipalities such as Garden Grove, Grand Terrace, La Puente, Torrance, Redlands, Inglewood, Orange County, and San Diego County. Willdan's animal control and code enforcement officers are highly trained in handling various animal-related issues, including stray animal management, dangerous animal investigations, animal welfare checks, and licensing enforcement.

Our management team consists of seasoned professionals with decades of experience in enforcement operations. Key personnel include Deputy Director Al Brady (35 years of code enforcement experience), Code Enforcement Manager Terry Cox (27 years), Code Enforcement Manager Kerry Simpson (35 years), Code Consultant John Poole (40 years), Code Consultant Ed Nicholls (35 years), Code Consultant Scott Barber (30 years), and Code Supervisor Victor Martinez (25 years). Our skilled animal control officers bring specialized knowledge in humane animal handling, field investigations, and compliance enforcement.

The attached proposal details our comprehensive approach to animal control services and introduces our dedicated staff, who will ensure the success of this program. Should you have any questions or require further information, please contact me at (951) 454-3539 or Mr. Cox at (562) 233-8969.

Thank you for your time and consideration. We look forward to supporting the City of Loma Linda in maintaining a safe and responsible animal control program.

Respectfully submitted,

WILLDAN ENGINEERING

Albert Brady, CBO
Deputy Director of Building & Safety
E: abrady@willdan.com

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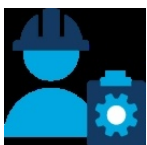
Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in building safety, code enforcement/animal control, municipal engineering, planning, and construction management and inspection services, along with a full complement of support disciplines.

Willdan stands out from other providers through our additional resources, availability, high-level oversight, and on-time performance. Our ability to provide additional resources, such as dedicated project management staff, state-of-the-art technology, and specialized expertise, sets us apart from other firms. We also prioritize availability, with an on-site team ready to respond to emergencies and urgent requests.



Our approach to service provision is based on responsiveness, cost-control measures, and practical training programs. We understand the importance of timely and efficient service delivery, and our team is committed to providing quick response times while maintaining cost-effectiveness. We prioritize effective training programs to ensure our staff possesses the necessary skills and knowledge to perform their duties to the highest standards.

Animal Control/Code Enforcement



Willdan's **Animal Control/Code Enforcement Services** division provides comprehensive **animal control and enforcement solutions** to municipalities, ensuring public safety, responsible pet ownership, and humane treatment of animals. Our team understands the unique challenges associated with animal control, including emergency response, community education, and enforcement of local, state, and federal regulations.

We provide **flexible staffing solutions**, including full-time, part-time, and **after-hours/on-call personnel**, to support agencies that require extended coverage, particularly during evenings, weekends, and emergencies.

Animal Control/Code Enforcement Services



Staffing: Willdan provides highly skilled animal control personnel on a full-time, part-time, or on-call basis to meet the needs of local jurisdictions. Our staff is available to work evenings, weekends, and after-hours to ensure responsive animal control services when they are needed most. Whether staffing individual positions or managing an entire division, our experienced professionals assist in enforcing local animal regulations, handling stray and dangerous animals, and responding to public concerns regarding animal welfare.



Development & Implementation: Willdan supports municipalities in the development and implementation of effective animal control programs. Our expertise includes municipal code amendments related to animal control, specialized enforcement programs, revenue protection and collection efforts, and community-based initiatives designed to promote responsible pet ownership and public safety.



Management: Our management team brings extensive experience in overseeing animal control operations, ensuring that local programs align with best practices and regulatory requirements. Willdan provides personnel at all levels, including animal control directors, compliance managers, and field supervisors, to support or lead municipal animal control divisions.



Analysis: We offer comprehensive program assessments and targeted evaluations of specific areas within animal control operations. Our services include reviewing policies and procedures, optimizing dispatch and response protocols, and enhancing community engagement strategies to improve service effectiveness.



Other Services: Beyond enforcement, Willdan provides a range of supportive services, including standard and specialized code enforcement program support, grant proposal writing for program funding, community education initiatives on responsible pet ownership, coordination of neighborhood animal welfare events, assistance with dangerous animal abatement, and collaboration with local agencies to ensure humane and effective enforcement practices.

Animal control is one of government agencies' most essential and challenging services. Effective animal control programs contribute to **public safety, community health, and quality of life** by addressing issues such as stray animals, dangerous pets, and animal welfare concerns. A well-managed animal control program helps **reduce health risks, prevent nuisances, and support responsible pet ownership**, ultimately enhancing community well-being.

Willdan provides comprehensive Animal Control Services, with a specialized focus on weekend and after-hours on-call response, including:

- **24/7 emergency response** for dangerous animals, animal attacks, and public safety concerns.
- **Weekend and after-hours enforcement** to ensure consistent coverage beyond regular business hours.
- **Stray animal capture and removal**, including humane trapping and transport to shelters.
- **Investigation and enforcement** of animal-related complaints, including neglect, abuse, and excessive noise violations.
- **Bite investigations** and quarantine enforcement in coordination with public health agencies.
- **Wildlife management assistance**, including responding to urban wildlife conflicts.
- **Permit and licensing enforcement**, ensuring compliance with pet registration laws.
- **Public education programs** on responsible pet ownership and community safety.
- **Coordination with shelters, rescue groups, and veterinary services** for animal welfare solutions.
- **Support for animal-related ordinances**, including development, review, and enforcement.

Willdan provides **highly trained animal control officers** who can be deployed for **full-time, part-time, interim, and on-call roles** to meet jurisdictional needs. Whether responding to emergencies after hours or ensuring proactive enforcement on weekends, our team delivers **professional, compassionate, and effective animal control solutions** tailored to each community.

Scope of Work

Contract Code Inspection Services

Willdan proposes to provide animal control services to the City of Loma Linda under the direction of the Fire Marshal. Our services will be available on an as-needed basis, with a particular focus on weekend and after-hours on-call response. Our experienced personnel will address a wide range of animal control concerns, including the enforcement of local ordinances and ensuring public safety.

Animal Control Services:

- Capture and secure stray, lost, or unsecured dogs.
- Enforcement of leash laws and related animal control regulations.
- Capture and transport sick or injured domestic animals for veterinary care.
- Investigation of animal hoarding cases.
- Investigation and enforcement of animal cruelty violations.
- Collection and proper disposal of deceased animals.
- Capture and management of wild or potentially dangerous animals.

Licensing & Regulatory Enforcement:

- Licensing of unregistered animals and enforcement of compliance.
- Investigation of apiaries to ensure adherence to local regulations.
- Enforcement of hog-keeping regulations within city limits.
- Inspections and enforcement of commercial kennel and cattery compliance.
- Oversight of livestock retention to ensure compliance with City ordinances.
- Enforcement of regulations at commercial riding academies.
- Investigation of animal waste complaints related to pet ownership.
- Response to concerns regarding the storage or retention of exotic animals.

This list is not exhaustive; Willdan personnel will investigate all reported animal-related concerns as directed by the City. Our team will provide scheduled services and respond to urgent on-call requests within one hour of notification during after-hours or weekend incidents.

Animal Transport & Shelter Coordination:

Willdan personnel will transport impounded animals to the designated shelter as required by the City. Injured animals will be taken to the appropriate veterinary facility, with transportation logistics determined based on time of day and veterinarian availability.

It is important to note that Willdan is proposing to provide trained personnel only. The City of Loma Linda will be responsible for supplying vehicles, equipment, veterinary services, and sheltering facilities necessary for the execution of animal control duties. Willdan personnel will ensure that all responsibilities are carried out efficiently, aligning with the City's expectations and legal requirements.

Project Management

Al Brady shall be the Principal-in-Charge of this project. Mr. Brady has over 35 years of experience in the code profession and has provided contract code services to approximately 100 municipalities in California, Arizona, and Nevada. He specializes in developing new code programs, improving existing divisions, revenue enhancement, ordinance revisions, maximizing staff efficiency, and enhancing customer relations.

Terry Cox shall be the Project Manager with final oversight of the contract. Mr. Cox has over 27 years of experience in the code profession and has provided contract code services to multiple municipalities in California. His expertise lies in the development of innovative code programs, enhancement of existing departments, effective management of vendor enforcement operations, revision of ordinances, provision of staff training, optimization of staff productivity, and improvement of customer relationships.

Fee Schedule

Willdan will provide contract code enforcement services to the City of Loma Linda for a flat hourly rate based on the Willdan hourly rate schedule below. All rates and costs shall be effective through the terms of the agreement.

SERVICE PROVIDED	HOURLY RATE
Animal Control Supervisor	\$110/hour
Senior Animal Control Officer	\$90/hour
<i>Animal Control Officer</i>	<i>\$75/hour</i>
Animal Control Technician	\$65/hour

On-Call: "On-call" assignments/shifts shall require a minimum compensation (standby pay) of 2-hours each (10 hours per shift on-call; if there is a call-out for service, a minimum of 2 additional hours will be billed) Mondays through Fridays and 4-hours (standby pay) each (10 hours per shift on-call; if there is a call-out for service, each additional hour past 4 will be billed) Saturdays and Sundays.

Note: Overtime rates of 1.5x the regular hourly rate will be charged for all overtime hours worked (hours worked in excess of 8 hours).

Related Experience

City of Garden Grove - Project Manager. Provide animal control staff to assist with inspection, animal handling and collection, enforcement, and education pertaining to animal control services.

City of Grand Terrace – Project Manager. Provided interim staffing for code enforcement and animal control services throughout the city.

City of La Puente – Project Manager. Provided interim code enforcement management and supervisory staff who were responsible for temporarily overseeing the city's code program.

City of Downey – Project Manager. Providing interim code enforcement staff.

City of Big Bear Lake – Project Manager. Provide seasonal code enforcement staff for the enforcement of short-term lodging.

City of Laguna Beach – Project Manager. Provided code enforcement staff on a contract basis to address unregistered and non-complaint vacation rentals.

City of Palm Desert – Project Manager. Provided code enforcement staff on a contract basis to address unregistered and non-complaint vacation rentals.

City of Irwindale – Project Manager. Provided municipal code enforcement services including monitoring of a local racetrack for compliance with the City Sound Ordinance on an interim basis.

City of Long Beach – Project Manager. Provided interim code enforcement staff who were responsible for enforcing the City's Municipal Code.

County of Orange – Project Manager. Providing long-term code enforcement staff.

City of Laguna Hills – Project Manager. Assisted the city in the development of a public education program concerning the city's code program.

City of Los Alamitos - Directed and participated in review of the city's code enforcement policy and procedures and made recommendations for changes, as necessary. Additionally, provided interim code enforcement staff and a Community Development Director.

City of Hawaiian Gardens – Project Manager. Assisted the City of Hawaiian Gardens in developing and implementing an Administrative Citation program.

City of Rosemead - Project Manager. Provided interim code enforcement staff to inspect targeted areas of the city to facilitate neighborhood improvements.

City of San Clemente – Project Manager. Provided interim Code Enforcement staff to assist with their Code Enforcement Program.

City of Superior, AZ - Direct and participate in the review of the city's code enforcement policy and procedures and make recommendations for changes, as necessary. Development and Implementation of a Nuisance and an Administrative Citation Ordinance.

City of La Canada Flintridge - Direct and participate in the review of the city's code enforcement policy and procedures and make recommendations for changes, as necessary. Development and Implementation of a Nuisance, Cost Recovery and an Administrative Citation Ordinances. Provided interim code enforcement staff to conduct inspections and facilitate neighborhood improvements.

City of Loma Linda

City of Del Mar - Provided interim code enforcement staff to the City and managed their entire Code program.

City of Newport Beach - Provided interim code enforcement staff to the City and managed their entire Code program.

It should be noted that the project list above is not a comprehensive list of all our past code clientele but represents a small portion of the Municipalities we have served. We have also successfully provided services to the following jurisdictions as a further sample of our experience and clientele:

- Bradbury
- Burbank
- Costa Mesa
- Desert Hot Springs
- El Monte
- Folsom
- Fountain Valley
- Hermosa Beach
- Huntington Beach
- Laguna Woods
- Laguna Niguel
- Manhattan Beach
- Maywood
- Pasadena
- San Diego County
- San Juan Capistrano
- San Luis Obispo
- Sierra Madre
- Thousand Oaks
- Ventura
- West Hollywood

References

City of Garden Grove

Ana V. Neal

13802 Newhope St.

Garden Grove, CA 92843

(714) 741-5554

Project: Providing animal control staff to assist with City services.

City of La Puente

John Di Mario

15900 East Main Street

La Puente, CA 91744

(626) 855-1517

Project: Program assessment, development, training, and implementation. Staff augmentation providing full-time staffing, enforcement of building, zoning, and nuisance-related issues.

City of La Canada Flintridge

Susan Koleda

1327 Foothill Boulevard

La Canada Flintridge, CA 91011

(818) 780-8881

Project: Provided interim code enforcement staff.

City of Torrance

Michelle Ramirez

3031 Torrance Boulevard

Torrance, CA 90503

(310) 618-2550

Project: Staff augmentation, providing code enforcement staff, enforcement of building, zoning, vendor, and nuisance-related issues.

In closing, Willdan has provided code compliance services to numerous different California Cities and Counties. We are confident our team can provide the customer service-based code compliance program the City is seeking. We hope this proposal meets with your approval. The resumes for our proposed team can be found below. Please let me know if you have any questions or require additional information.

Albert Brady, C.B.O.

Deputy Director of Building & Code Enforcement

Education

1988, AA, Liberal Arts, California State University, Fullerton

1990, BA, Business Administration, University of Southern California, Los Angeles

Registration

PC 832 Certificate, Orange County Sheriff's Academy, Orange, CA

Basic Certification, SCACEO - Southern California Association of Code Officials

Intermediate Certification, SCACEO - Southern California Association of Code Officials

Advanced Certification, SCACEO - Southern California Association of Code Officials

Supervisory Certification, SCACEO - Southern California Association of Code Officials

Watershed Management Certificate, EPA - Environmental Protection Agency, Sacramento, CA

ICC Certified Building Official

Affiliations

Past Education Chair, California Association of Code Officials, Sacramento, CA

Past Board Member, California Association of Code Enforcement Officials, Sacramento, CA

Member, American Association of Code Enforcement

30 Years' Experience

Mr. Albert Brady is a Willdan Engineering code enforcement manager with 30 years of experience. Mr. Brady is responsible for Code Enforcement Services Company wide including California and Arizona. Mr. Brady leads a team of code enforcement professionals who can provide both short and long-term services including management of code enforcement departments.

Relevant Project Experience

County of Riverside, California. Code Enforcement Director. Managed the Code Enforcement Department for the entire County of Riverside. Assigned to oversee all operations and respond to all citizen concerns, County CEO complaints and Board inquiries; Prepare and monitor the Department's budget including all revenues and expenditures. Prepare regular staff reports for the Board of Supervisor's regarding ordinance development and/or municipal code revisions. Provide personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adheres to all policies established within the Department. Evaluate staff's performance on a regular basis and pursue disciplinary action when appropriate. Interview and hire all personnel. Attend regular staff meetings; meet with civic groups such as the Chamber of Commerce, Board of Realtors, Neighborhood groups and Homeowner's Associations. Interact with various departments, County, State and Federal organizations when necessary. Interact with The Riverside County District Attorney's Office regarding criminal investigations and County Counsel for Civil proceedings such as Nuisance abatements, injunctions and/or receiverships.

AndersonPenna, Newport Beach, California. Code Enforcement Manager. Managed the Code Compliance Division for a firm that provides contract code services to Municipalities in Southern California. Contract services varied from staff augmentation, program development and consulting. Provided service to different jurisdictions in California including the following government agencies; County of Orange, City of Laguna Woods, Pasadena, Ventura, La Canada Flintridge, Upland, Fountain Valley, Tustin, Desert Hot Springs, and San Juan Capistrano. Developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. Managed all contracts for service delivery and all contract employees assigned to the projects. Attended regular City Council meetings and assured projects remained within budget.

City of Moreno Valley, California. Code & Neighborhood Services Official. Responsible for managing the Code and Neighborhood Services Division which is comprised of the Parking Enforcement Team and the Code Compliance Group. Assigned to oversee all operations and respond to all citizen concerns, City Manager complaints and Council inquiries; Prepare and monitor the Division's budget including all revenues and expenditures. Manage agreements with outside contractors that provide service to the City including Riverside County Environmental Health, Abatement Contractors, and Citation Processing Services. Monitor and prepare quarterly and annual reports for three separate Federal programs. Prepare regular staff reports for City Council regarding ordinance development and/or municipal code revisions. Manage specialized programs such as the City's Graffiti Restitution Program, Shopping Cart Containment Ordinance and the Rotational Tow Service Program. Provide personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adheres to all policies

established within the Division. Evaluate staff's performance on a regular basis and pursue disciplinary action when appropriate. Interview and hire personnel. Attend regular staff meetings; meet with civic groups such as the Chamber of Commerce, Board of Realtors, Neighborhood groups and Homeowner's Associations.

Albert Brady

Continued

Willdan, Anaheim, California. Code Enforcement Supervisor. Managed the Code Compliance Division for a firm that provided contract code services to Municipalities in the western United States. Contract services varied from staff augmentation, program development and consulting. Provided service to different jurisdictions in California, Arizona and Nevada including the following government agencies; County of Orange, City of Anaheim, South Pasadena, Bradbury, La Canada Flintridge, Rosemead, Hawaiian Gardens, Los Alamitos, Irvine, Laguna Hills, Del Mar, La Palma, and San Juan Capistrano. Developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. Managed all contracts for service delivery and all contract employees assigned to the projects. Attended regular City Council meetings and assured each project remained within budget.

City of Anaheim, California. Senior Code Enforcement Officer. Supervised the CDBG team of the Code Enforcement Division which consisted of seventeen employees. Enforced City regulations and codes to enhance and preserve the quality of neighborhoods. Received citizen complaints of Municipal Code violations and coordinated the resolution of those concerns. Provided training to employees; established and maintained the Division's policy and procedure manual and ensured that the established practices were followed. Performed regular evaluations of employees, prepared internal and external memorandums, staff reports, developed ordinances and assisted with the annual preparation of the Planning Department Budget.

City of Anaheim, California. Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, prepared diagrams, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports.

City of Anaheim, California. Code Enforcement Officer I. Performed field inspections and enforced municipal code provisions (such as animal regulations, business license requirements, and building permits). Explained regulations relating to municipal code provisions including zoning, land use, planning, and design review. Responded to citizen complaints regarding potential code violations; conducted research of property ownership, past permits and all applicable code regulations. Coordinated enforcement actions with other City departments and other governmental agencies, as necessary.

City of Anaheim, California. Housing Coordinator/Inspector. Performed field inspections of all Section 8 Housing Vouchers for the City of Anaheim Housing Authority. Inspections were performed to verify compliance with the Housing Quality standards; for new vouchers and as part of the annual recertification program. Additional duties included providing notices for non-compliant units to both property owners and residents, negotiating rents, performing recertification paperwork, re-inspections of non-compliant units, and assisting customers with additional benefits available through the family self-sufficiency program.

John (Terry) Cox

Code Enforcement Manager

Education

*B.S., Business Management,
California Coast University,
Santa Ana, CA*

*Business Management,
California State University,
Long Beach*

*Psychology, Cerritos Community
College*

Licenses/Certifications

*PC 832 Certificate - Rio Hondo
Community College*

*Certified Code Enforcement
Officer, CACEO - California
Association of Code
Enforcement Officials*

*Basic Certification, SCACEO
- Southern California
Association of Code
Enforcement Officials*

*Intermediate Certification,
CACEO - California
Association of Code
Enforcement Officials*

*Advanced Certification,
CACEO - California
Association of Code
Enforcement Officials*

*Supervisory Certification,
CACEO - California
Association of Code
Enforcement Officials*

*Watershed Management
Certificate, EPA -
Environmental Protection
Agency, Sacramento, CA*

Affiliations

*Member, California
Association of Code
Enforcement Officials*

27 Years' Experience

Mr. Terry Cox is a Code Official with over 26 years' experience in addressing community blight through developing effective neighborhood strategies. He has demonstrated the ability to train, motivate and manage cohesive teams focused on preserving communities. He is experienced in neighborhood improvement projects, operational management, community relations, consulting and project management.

Relevant Project Experience

County of Orange, CA. Code Enforcement Manager. Oversaw the day-to-day operations of the Neighborhood Preservation Section with the County of Orange, which includes the training and supervision of both County and contract staff. Worked closely with staff from the Board of Supervisors, CEO's office, multiple County Departments, and additional outside agencies to coordinate investigations/enforcement activities and communicate findings/results, as well as to provide thorough and effective service to unincorporated islands within the County of Orange. Prepared and provided staff reports, departmental work plans, educational/informational materials and special presentations related to code enforcement. Developed and implemented policies and procedures to improve program efficiency and effectiveness. Coordinated and implemented special projects such as community cleanup days, target area sweeps and community meetings, thus spearheading the community outreach efforts of OC Development Services/OC Public Works. Communicated, both verbally and in writing, with representatives of the District Offices to address potential code-related concerns (Board of Supervisors). Analyzed current Neighborhood Preservation procedures and implemented changes when needed to improve program efficiency/effectiveness and staff morale (i.e., office hearing scheduling procedures, improved notification process, changes in rotational case assignments, etc.). Prepared and hosted Neighborhood Preservation bi-weekly meetings to maintain staff awareness of program status, goals and accomplishments, as well as to obtain feedback from staff with regards to improving the program. Reviewed officer prepared notifications to the public and case files submitted for closure to maintain quality assurance, providing staff with assistance and direction when needed. Researched and organized additional training for members of staff to improve officer awareness and effectiveness. Responsible for annual staff member reviews, coaching up of staff, and disciplinary action towards staff as needed. Responsible for developing and maintaining the annual budget for Neighborhood Preservation, as well as overseeing contract development/operations. Highly involved with the development and implementation of the new Land Management System and the Customer Resource Management online portal now utilized throughout OC Public Works to provide easily accessible online services to the stakeholders and visitors of Orange County.

AndersonPenna, Newport Beach, California. Senior Code Enforcement Officer. Managed overall contract and day-to-day operations of contract code staff assigned to the County of Orange. Received calls for service and investigated potential zoning, building, grading and general property maintenance code violations. Collected and documented evidence as part of code casework. Issued notices and administrative citations as needed to ensure code compliance. Prepared briefing papers and reports for review by management of the Board of Supervisors. Prepared and carried out inspection and abatement warrants. Planned,

Terry Cox
Continued

prepared and participated in community meetings and clean-up events. Worked closely with County Counsel and the District Attorney's office to host meetings, carryout civil litigation, and proceed with criminal court filings when voluntary compliance was not obtained.

Willdan, Anaheim, California. Senior Code Enforcement Officer. Managed overall contract and day-to-day operations of contract code staff assigned to the County of Orange. Received calls for service and investigated potential zoning, building, grading, and general property maintenance code violations. Collected and documented evidence as part of code casework. Issued notices and administrative citations as needed to ensure code compliance. Prepared briefing papers and reports for review by management and the Board of Supervisors. Prepared and carried out inspection and abatement warrants. Planned, prepared, and participated in community meetings and clean-up events. Worked closely with County Counsel and the District Attorney's office to host meetings, carry out civil litigation, and proceed with criminal court filings when voluntary compliance was not obtained. Provided code services to the City of La Canada-Flintridge. Also, prepared community education materials pertaining to code enforcement for the City of Laguna Hills.

City of Anaheim, California. Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial, and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports. Responsible for the enforcement of parking violations and illegal street vendor activity.

City of Paramount, California. Code Enforcement Officer I. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports. Responsible for the enforcement of parking violations and illegal street vendor activity. Also responsible for Public Safety fleet maintenance and supervised the Los Angeles County inmates (trustees) assigned to provide maintenance services at the City's Public Safety Substation.

Ericka Dominguez

Animal Control Officer

Education:

*BS, Canine Studies, Bergin
College of Canine Studies,
Penn Grove, CA*

*AS, Social and Behavioral
Science, Santa Rosa Community
College, Santa Rosa, CA*

Registrations/Certifications:

*Business Management, Santa
Rosa Community College, CA*

Ms. Ericka Dominguez is an experienced Willdan Animal Control Officer providing humane care to animals through her patience, empathy, and nurturing disposition. Ms. Dominguez is well versed in interacting skillfully with the public to calm them in difficult situations. She possesses a professional and comforting manner and has experience in challenging environments. She also knows the importance of listening and responding appropriately. Ms. Dominguez is available to assist our Southern California clients with Animal Control services.

Relevant Project Experience

City of Garden Grove, CA (Willdan). Animal Control Officer. Ms. Dominguez provides animal control services for the City of Garden Grove, enforcing municipal codes and ordinances to ensure public safety and the humane treatment of animals. She responds to service calls involving stray, injured, and aggressive animals, conducts investigations, and takes appropriate enforcement actions, including issuing citations and warnings for violations such as unlicensed pets and leash law infractions. Ericka educates the public on responsible pet ownership, licensing requirements, and local regulations while collaborating with shelters, veterinarians, and law enforcement agencies to facilitate rescues, adoptions, and compliance efforts. She also conducts field inspections and patrols to proactively address animal-related concerns and maintains detailed reports and records of all enforcement activities.

Southeast Area Animal Control Authority (SEAACA), Downey, CA. Animal Control Officer. Ms. Dominguez conducted animal rescues, handled cruelty and neglect case investigations, and actively participated in public education and outreach efforts. Ericka also played a crucial role in the daily operations of the animal shelter, ensuring the well-being of the animals in their care. She responded promptly to emergency calls, showcasing her ability to work effectively under pressure. Her meticulous record-keeping and collaborative spirit with fellow officers and animal welfare organizations made her a valuable asset to the team. Ericka's commitment and dedication significantly improved animal welfare and community safety within her jurisdiction.

VIP, Windsor, CA. Supervising Veterinary Assistant. Ms. Dominguez served as a Supervising Veterinary Assistant, where she supervised a team of 4 employees, providing guidance and support in their daily tasks. She was crucial in training new employees, ensuring they were well-equipped to provide exceptional animal care. Ericka managed and ran a mobile pet clinic, demonstrating her dedication to reaching and serving a diverse range of clients and their beloved pets. Her exceptional customer service skills were evident in her interactions with clients, where she consistently went above and beyond to address their needs and concerns. Ericka also skillfully managed store account relationships, fostering strong partnerships with suppliers and clients. Additionally, she oversaw signage and marketing efforts, effectively promoting the clinic's services and enhancing its visibility in the community. Ericka's unwavering passion for working with animals was the driving force behind her success in this role, making her an invaluable asset to the team.

Mitchell Levy

Animal Control Officer

Education

*B.S. Operations
Management, California
Polytechnic State University
Pomona, Pomona, CA*

Certifications/Registrations

*San Diego County Sheriff's
Sergeant Academy*

*Interviewing and
Interrogation Techniques,
Behavior Analysis Training
Institute (BATI)*

*Federal Emergency
Management Agency
(FEMA) Training*

*Animal Control Officer
Department of Animal
Services Animal Control
Academy*

*San Diego County's Dynamic
Management System*

*Effective Communications
and Human Relations, Dale
Carnegie*

13 Years' Experience

Mr. Mitchell Levy has 13 years of experience in municipal codes pertaining to safety, animal control, zoning, and housing, environmental regulations, public nuisance laws and more. He is able to establish and maintain effective working relationships with the public and private sector and is a solution-oriented person. Mr. Levy conducts follow-up activities to monitor and ensure compliance and maintains close verbal and written contact regarding progress with the complainants. He is knowledgeable in de-escalation tactics and conflict resolution through communication and is available to assist our Southern California clients with Code Enforcement.

Previous Work Experience

County of San Diego, San Diego CA. Code Compliance Officer. Mr. Levy investigated potential code violations and conducted on-site inspections, interpreted local ordinances and regulations to determine code violations, and prepared reports detailing the results of investigations and inspections. He provided technical assistance to property owners regarding zoning requirements, permits, and other related issues, enforced laws pertaining to land use planning, environmental protection, public health and safety, and assessed citations, civil penalties and court ordered abatements, when necessary for noncompliance with codes.

County of San Diego, San Diego, CA. Supervising Animal Control Officer. Mr. Levy monitored animal control officers to ensure proper enforcement of animal welfare regulations, provided training and guidance to new animal control officers on policies, procedures, and safety protocols, and maintained detailed records for all cases handled by the animal control unit including incident reports and euthanasia logs. He collaborated with law enforcement agencies on criminal investigations related to animal welfare issues, prepared court documents and testified in court proceedings as necessary, and interviewed witnesses to investigate reports of animal attacks or cruelty. Mr. Levy also participated in community outreach activities regarding animal welfare topics.

County of San Diego, San Diego, CA. Animal Control Officer. Mr. Levy enforced all state and local animal related laws and ordinances, responded to animal control related calls and complaints from the public, and conducted investigations of suspected animal cruelty/neglect cases, interviewed witnesses, and collected evidence. He worked directly with the District Attorney's office and attended court hearings regarding alleged violations of animal cruelty/neglect laws and investigated allegations of animal bites and quarantine and isolation procedures as required by law. Mr. Levy participated in community outreach events focused on pet adoption, low-cost spaying and neutering services, rabies vaccination clinics.

Darrell Gipson

Animal Control/Code Enforcement Officer

Education/Training

*Code Enforcement,
Santiago Canyon College,
Orange, CA*

*Community Emergency
Response Team
Coordinator*

*CPR/First Aid Certification,
American Heart
Association*

PC 832 – Powers of Arrest

Mr. Darrell Gipson is a Willdan Code Enforcement Officer who understands property legal descriptions, lots, and easements and has excellent communication and organizational skills. He can establish and maintain effective working relationships with the public and private sectors and is a solution-oriented person that utilizes out-of-the-box and critical thinking to obtain solutions. Mr. Gipson is also a valuable member of the vendor control team Willdan has assigned to assist the City of Inglewood.

Relevant Project Experience

City of Grand Terrace, CA (Willdan). Code Enforcement/Animal Control Officer. Mr. Gipson addressed loud noise complaints (roosters and barking dogs), dead animal clean-up, loose/wild animal retrieval (i.e. dogs, raccoons, etc), and other various animal concerns within city boundaries. Mr. Gipson received and investigated animal and code violation complaints, researched complaints regarding violations of city codes, ordinances standards, laws, and safety regulations, investigate illegal food vendors and businesses on the preparation, handling, and serving of food products, work with residents, business representatives, and other parties to resolve existing code violations and achieve compliance with zoning, building, health, nuisance, vehicle abatement, business license, and property maintenance codes and ordinances. He prepared and maintained casework through the gathering and documentation of evidentiary materials, He prepared and issued notices and citations to parties in an attempt to achieve compliance, Darrell also prepared reports and memos for review by supervision; maintained daily inspection logs, records, statistics, and files pertaining to code enforcement activity. Mr. Gipson also served as the Community Emergency Response Team Coordinator for the City.

City of Fontana, CA (Willdan). Code Enforcement Officer. Mr. Gipson is part of the Willdan team assigned to handle vendor control in the city. He assists city and county staff with the enforcement of city and state codes pertaining to street food vendors within the city. He effectively communicates with and educates illegal food vendors, while taking additional enforcement action as needed.

City of Inglewood, CA (Willdan). Code Enforcement Officer. Mr. Gipson is part of the Willdan team assigned to handle vendor control in the city. He assists city and county staff with the enforcement of city and state codes pertaining to street food vendors within the city. He effectively communicates with and educates illegal food vendors, while taking additional enforcement action as needed.

Lending3 Inc., Fountain Valley, CA. Branch Manager. Mr. Gipson managed and provided employee mentorship to a team of 11 virtual loan officers. He led the charge in customer service by providing a high-quality customer service in building and maintaining productive relationships with new and existing clients, realtors, appraisers, builders, brokers, and title companies. He prepared financial statements for the branch, oversaw reports for budgets and financial reports, and created plans and forecasts that were built to meet future needs. Mr. Gipson actively pursued business development relationships within the community.





K. Notice of Completion of the Construction of the Pickleball Courts at Leonard Bailey Park (CIP 24-757) - Contractor: RG General Engineering, Inc. [Public Works]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Consent Calendar Item: 3K.
To	From
City Council	Julia Loeffert, Executive Assistant
Via	
T Jarb Thaipejr, City Manager	

RECOMMENDATION:

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

BACKGROUND:

On October 22, 2024, City Council awarded the contract to RG General Engineering of Norco, CA, for the construction of Pickle Ball Courts at Leonard Bailey Park, in an amount of \$236,149.00, with an approved contingency amount of \$23,600.00.

The Contractor performed in a responsive, professional and effective manner completing the work within the budget. The final project cost was \$236,149.00.

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

ANALYSIS:

N/A

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Funding for this project was provided by 045320-58250, Park Capital Fund-Structures.

Attachments

[NOC Construction of Pickle Ball Courts at Bailey Park \(CIP 24-757\).pdf](#)

RECORDING REQUESTED BY: LYNETTE ARREOLA AND WHEN RECORDED MAIL TO: LYNETTE ARREOLA, CITY CLERK CITY OF LOMA LINDA 25541 BARTON ROAD LOMA LINDA CA 92354	
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APN: 0293-016-05

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

NOTICE OF COMPLETION
NOTICE IS HEREBY GIVEN THAT:

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

(If other than fee, strike "in fee" and insert, for example "purchaser under contract of purchase" or "lessee.")
5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

Names

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

Names

Addresses
7. A work of improvement on the property hereinafter described was COMPLETED March 14, 2025
8. The work of improvement completed is described as follows: Construction of Pickle Ball Courts at Leonard Bailey Park (CIP 24-757)
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is RG General Engineering, 3594 Bluff St., Norco, CA 92354
10. The street address of said property is Leonard Bailey Park, 11565 Whittier Ave., Loma Linda, CA 92354
11. The property on which said work of improvement was completed is in the City of Loma Linda
County of San Bernardino, State of California, and is described as follows:
Construction of Pickle Ball Courts at Leonard Bailey Park (CIP 24-757)

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

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

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

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

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

Date and Place (Signature of person signing on behalf of owner)
Lynette Arreola, City Clerk



Regular City Council Staff Report

A. Status Report on Revenue-Generating ad Hoc Committee [Councilmember Spencer-Hwang]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	Old Business Item: 4A.
To	From
City Council	Lynette Arreola, City Clerk

Status update from Councilmember Spencer-Hwang.



A. Appoint Member to the Historic Commission [Administration]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	New Business Item: 5A.
To	From
City Council	Lynette Arreola, City Clerk

RECOMMENDATION:

Staff recommends that the City Council appoint Jennifer Jones to the Historical Commission to a four year term.

BACKGROUND:

The Historic Commission has had member vacancies for several months. Notice of Vacancies were posted with no applicant response to the vacancies. In recent months, an application was received. The application was reviewed by the City Manager and the Community Development Director. After reviewing the application, staff has identified Ms. Jones as qualified candidates for the Historic Commission

The following are the terms:

Historical Commission

Number of Members: Eight

Term: Four Years

Meeting Schedule: Bi-monthly on the 1st Monday of the odd month

Attachments

[Historical Committee Application - Jennifer Jones_Redacted.pdf](#)



CITY OF LOMA LINDA
APPLICATION

Historical COMMITTEE

Applications must be returned by
5:00 p.m.
Monday, September 12, 2022

City Clerk's Office
25541 Barton Road
Loma Linda, CA 92354

Name: Jennifer Jones

Home Phone: [REDACTED]

Home Address: [REDACTED]

Years resided at address: 4 mos.

Email address: [REDACTED]

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

If yes, give previous address: [REDACTED]

Employer: United Property Management

Employer Address: 10535 Anderson St. Loma Linda

Employer Phone: 909-810-9989

Occupation: Manager and agent

How Long: 3 years.

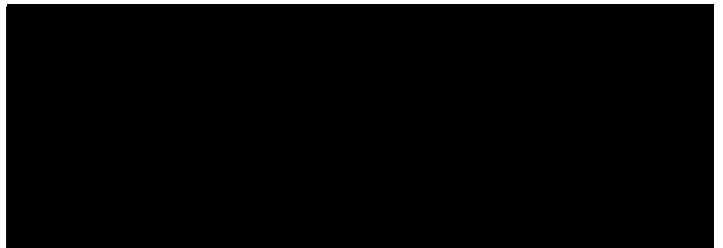
Education (Highest Grade Completed): Graduate degree

Licenses or special certificates held: Education Specialist eaching Credential

Name, location of Colleges/Universities Attended	Major	Degree	Last Year Attended
Azusa Pacific University	Human Development	BA	2015
University of Redlands	Learning and Teaching	MA	2020

Prior or Current Civic Experience (Include Membership in Professional, charitable or community organizations)	Office Held (if any)	Dates of Membership
I was a high school English teacher for the last 3 years		

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





B. Tobacco Retail License Informational [Assistant City Manager]

Meeting	Agenda Group
Tuesday, April 8, 2025, 7:00 PM	New Business Item: 5B.
To	From
City Council	Andy Ramirez, Assistant City Manager
Via	
T Jarb Thaipejr, City Manager	

RECOMMENDATION:

It is recommended that the City Council give direction regarding a Tobacco Retail License ordinance.

BACKGROUND:

At the March 2025 City Council meeting, staff was directed to research the feasibility of implementing a Tobacco Retail License ordinance.

ANALYSIS:

Staff has prepared a presentation summarizing how other agencies have implemented Tobacco Retail License (TRL) policies. These policies aim to capture various costs to regulate tobacco sales, enhance compliance with local and state laws, public outreach, and requiring retailers to obtain a separate TRL in addition to a general business license.

If the City Council chooses to implement a TRL ordinance, staff will return at a future meeting to recommend the City Council conduct a public hearing/first reading to adopt a TRL ordinance. In addition, a fee will be determined at a future study.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

To Be Determined.