CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING

Tuesday, September 24, 2024, 7:00 PM
25541 Barton Road
Loma Linda, CA 92354

A regular meeting of the Loma Linda City Council is scheduled in the Council Chambers, 25541 Barton Road, Loma Linda, California at at 7:00 p.m. ***Under Municipal Code Section 2.08.010, study sessions or closed session items may begin at 5:30 p.m. or as soon thereafter as possible.*** **A recess may be called at the discretion of the City Council.**

The Agenda and Reports relating to each agenda item are on file in the City Clerk's Office and are available for public inspection during normal business hours. They are also on the City's Website at www.lomalinda-ca.gov.

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

Persons wishing to speak on an agenda item, including any closed session items, are asked to submit their names in the Kiosk or information card and present to the City Clerk before consideration of the item. When the item is to be considered, the Mayor will recognize you. Please step to the podium, give your name, and offer your comments. The City Council meetings are recorded to assist in preparing the Minutes.
The Oral Reports/Public Participation portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes are allotted for each speaker. Under the Brown Act, no action may be taken by the City Council at this time; however, the City Council may refer comments/concerns to staff or request that the item be placed on a future agenda.
Under the Americans with Disabilities Act (ADA), if you need special assistance to provide public comment, or for other special assistance; please contact the City at least 48 hours before the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. The Office of the City Clerk may be reached at (909) 799-2819 or at larreola@lomalinda-ca.gov.

1: Call to Order

1A. Call to Order

1B. Roll Call

1C. Closed Session: 5:30 pm
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 - Councilmember Spencer-Hwang

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. Recognition of Public Works Department Employees - Edward Aguilar and Carlos Flores [City Manager]

2B. Recognition of Amy Jones, Community Garden

2C. Recognition of Nate Boucher from Mission Elementary School

2D. Presentation from San Bernardino Community College District [San Bernardino Community College District]
Presentation by Chancellor Diana Rodriguez.

2E. PUBLIC HEARING - Council Bill #R-2024-32 - Establishing Refuse Rate Collection and Disposal Rates Effective October 1, 2024, and Repealing Resolution No. 3184 [Public Works] [Continued from September 10, 2024]
Adopt Council Bill #R-2024-32.

3: Consent Calendar

3A. Demands Registers - August 27 and September 10, and 24, 2024 [Finance]
Approve demands for payment.

3B. Approval of Minutes - July 9, 2024
Approve minutes.

3C. Approval of Minutes - August 13, 2024
Approve minutes.

3D. Approval of Minutes - September 10, 2024
Approve minutes.

3E. Treasurer's Report - August 2024 [Finance]
Accept for filing.

3F. Fire Department's Activity Report - August 2024 [Fire]
Accept for filing.

3G. Award Contract to Doug Martin Contracting Co., Inc. for Pavement Rehabilitation by Slurry Seal Method at Various Locations (CIP 24-121) [Public Works]
Award contract for $130,873.02.

3H. Award contract to West Coast Arborist for Annual Tree Maintenance Services for Fiscal Year 2024/25 [Public Works]
Award service contract in an amount not to exceed $156,000.00.

3I. Award Contract to HydroPro Solutions Inc. to Purchase 112 Allegro 4G Domestic Water Meters [Public Works]
Award a contract for $47,681.19.

3J. Council Bill #R-2024-31 - A Resolution adopting a Five-Year Capital Project Needs Analysis for Fiscal Years 2025/2026 through 2029/2030 [Public Works]
Adopt Council Bill #R-2024-31.

3K. Council Bill #R-2024-33 A Resolution Approving a Reclassification of the Administrative Specialist II To Planning Technician
Adopt Council Bill #R-2024-33.

3L. Council Bill #R-2024-34 - Modifying Conditions of Employment, Benefits, and Salary for the Members of The Teamsters (Public Works); Teamsters (Administration); Loma Linda Professional Firefighters, Local 935; Unrepresented Loma Linda Fire Management Unit; and Unrepresented Management/Confidential Employees Effective July 1, 2024.
Adopt Council Bill #R-2024-34.

3M. Approve Three-Year Lease Agreement with San Bernardino County for the Library (Contract No. 08-431 A-6) [Public Works]
Approve three-year lease agreement for contract term: 11/01/2024 - 10/31/2027

3N. Agreement with Lilburn Corporation to prepare the environmental review documents for Precise Plan of Design No. P21-247 [Community Development]
Approve the Agreement and authorize the use of funds to be deposited as a pass-through fee in the amount of $55,088, which includes a 10% contingency fee.

3O. Amendment to the Professional Services Agreement with Romo Planning Group to include an Air Quality Analysis for the proposed LLU Pediatric Medical Office Building - Precise Plan of Design No. P23-180 [Community Development]
Approve the Agreement Amendment in an amount not to exceed of $7,500 for processing the environmental review.

3P. Agreement with Packet Fusion Inc. for VoIP Phone Services [Information Systems]
Approve Agreement for 3 years at $53,777.55 at $17,925.85 annually.

3Q. Agreement with Techstrata regarding Support Services [Information Systems/LLCCP]
Approve the Agreement on an as-needed basis at an hourly rate.

3R. Council Bill #R-2024-35 - A Resolution Initiating Annexations 78 & 79 to Landscape Maintenance District No. 1 and scheduling a Public Hearing for November 12, 2024, for Annexation to Landscape Maintenance District No. 1 (Tract 20417 – Gold Crest & Tract 20442 - Sierra Crest) [Public Works]
Adopt Council Bill #R-2024-35.

3S. Notice of Completion of the Construction of Concrete "V" Ditch at Richardson Street - Contractor: Crimson Marie Company (CIP 24-413) [Public Works]
Accept as complete and authorize recordation of Notice of Completion documents.

4: Old Business

5: New Business

5A. Consider Taking Action to Establish a Revenue-Generating Committee, Including the Number of Members, Appointments and Terms; Mission/Purpose; Duties; and Goals [Councilmember Spencer-Hwang]

5B. Discussion of the Redlands Unified School District (RUSD) of their Intent to Establish a Community Facilities District and Authorizing a Levy of a Special Tax therein and Providing for the Annexation of Territory Proposed for Annexation in the future.

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 Lind a 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: September 19, 2024

City of Loma Linda

Regular City Council Staff Report

Recognition of Public Works Department Employees - Edward Aguilar and Carlos Flores [City Manager]

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Scheduled and Related Items Item: 2A

From
T Jarb Thaipejr, City Manager

City of Loma Linda

Regular City Council Staff Report

Recognition of Amy Jones, Community Garden

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Scheduled and Related Items Item: 2B

From
T Jarb Thaipejr, City Manager

Presentation to Amy Jones

Attachments

Proclamation Amy Jones.pdf

PROCLAMATION
AMY JONES

***WHEREAS**, the Loma Linda Community Garden, restarted in 2018, has grown beyond its original goal. This expansion, which now includes serving over 200 student volunteer visits yearly, regular produce donations to food pantries, and creating floral arrangements for residents at local nursing homes, is a testament to the community's dedication. The garden also offers free food preservation classes, such as pickling, kombucha, and jam-making, for community members, and*

***WHEREAS,** the garden is a local example of creating a regenerative garden, which supports food production without pesticides or synthetic chemicals and minimal water usage; and*

***WHEREAS**, in 2020, with the help of the firefighters, the city, countless volunteer hours, and infinite hours of fundraising, the community helped install over 60 fruit trees, berry patches, a cutting flower area, a tropical zone, a California native section, and more; and*

***WHEREAS**, the garden, by serving members and volunteers experiencing food insecurity with nutritious food, is a living embodiment of the city's mission, "A city focused on health and prosperity." It enables a healthier lifestyle and a stronger community bond; and*

***WHEREAS**, the garden's impact is not limited to its members; it ripples out to enhance the lives of the entire community. It's a testament to the power of collective action and shared values; and*

***WHEREAS,** our dedicated city volunteer, Amy Jones, manages the garden. Her garden inspiration is her childhood memories of spending time with the people she loved most (her grandparents) in their garden; and*

***WHEREAS,** Amy works at LLU in the School of Medicine as a Project Coordinator of philanthropic stewardship and pathway programs. This week, she is graduating with a Master's degree from Claremont Graduate University in Higher Education: Educational Justice; and*

***WHEREAS,** before working at the School of Medicine, she worked in student affairs at the dental school. She received the American Student Dental Association Advocate Award for her commitment to student success; and*

***WHEREAS,** as a former volleyball coach, youth sports program director, and club director, Amy created programming to increase access and affordability for hundreds of children 5-18 years old across the Inland Empire; and*

***NOW, THEREFORE**, I, Phillip Dupper, Mayor of the City of Loma Linda and on behalf of the City Council and citizens of Loma Linda, do honor Amy Jones for her unwavering commitment and volunteer work over the past six years have not gone unnoticed. The city proudly honors her for her significant contributions to the community.*

***Dated** this 24th day of September 2024*

_____

Phillip Dupper, Mayor

City of Loma Linda

Regular City Council Staff Report

Recognition of Nate Boucher from Mission Elementary School

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Scheduled and Related Items Item: 2C

From
T Jarb Thaipejr, City Manager

See Letter from Mission Elementary School.

Attachments

Mission School Letter.pdf

Mission Elementary School

10568 California Street, Redlands, CA, 92373
(909) 307-2480 Fax (909) 307-2481
•Minerva Castorena, Principal •Christopher McClung, Assistant Principal

July 16, 2024

Dear Chamber of Commerce Members,

Thank you so much for giving us time to mention one of our favorite Loma Linda Firefighter, Chief Boucher. I am writing to commend Fire Battalion Chief Boucher for his outstanding mentorship of our fifth graders in the Fireman Leadership Academy at Mission Elementary. Chief Boucher's dedication to these students is a shining example of the kind of community spirit that makes Loma Linda City great.

Our school was in dire need of male mentors to support some of our male students who show great potential but have not been able to realize their potential. Mrs. Gonzalez, the school counselor, and I asked for help within the community, and Chief Boucher rose to the occasion. We were hoping for a consistent positive male role model with these boys, but Chief Boucher delivered on a whole different level.

As a mentor, Chief Boucher provides these students with the support and guidance they need to succeed. He helped them develop their academic skills, social-emotional well-being, and career aspirations. He also exposed them to new experiences and opportunities they might not otherwise have. They worked on responsibility, trust, respect, kindness, chivalry, humility, and dedication.

I am particularly impressed by his ability to connect with these students on a personal level. He took the time to get to know each student individually and build strong relationships with them, creating a positive impact and memories on their lives in ways that go beyond the school environment.

Chief Boucher's mentorship has led to significant academic progress among the students. They have become more confident, motivated, and engaged in their schoolwork, with every single one of the boys showing improvement. This progress is a testament to Chief Boucher's dedication and the potential for positive change in our community.

On behalf of the students, the staff, and the parents of Mission Elementary, I want to commend him for his outstanding service as a mentor, leader, and community member. He made a real difference in the lives of these students, and we are grateful for your dedication and commitment. We at Mission have grown to love him as part of our family!

Sincerely,

Minerva Castorena,
Principal, Mission Elementary
minerva_castorena@redlands.k12.ca.us
(909) 307-2480

City of Loma Linda

Regular City Council Staff Report

Presentation from San Bernardino Community College District [San Bernardino Community College District]

Presentation by Chancellor Diana Rodriguez.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Scheduled and Related Items Item: 2D

To	From
City Council	T Jarb Thaipejr, City Manager

Presentation by Chancellor Diana Rodriguez from San Bernardino Community College District

City of Loma Linda

Regular City Council Staff Report

PUBLIC HEARING - Council Bill #R-2024-32 - Establishing Refuse Rate Collection and Disposal Rates Effective October 1, 2024, and Repealing Resolution No. 3184 [Public Works] [Continued from September 10, 2024]

Adopt Council Bill #R-2024-32.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Scheduled and Related Items Item: 2E

To	From
City Council	Jeff Peterson, Associate Engineer

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION:

It is recommended that the City Council adopt Council Bill No. R-2024-32 - establishing the maximum refuse collection and disposal rates effective July 1, 2024, and repealing Resolution No. 3184.

BACKGROUND:

The City's franchise agreement allows for an annual rate adjustments based on the Consumer Price Index (CPI) and to be effective each July. The Cost of Living Adjustment calculation from the U.S. Department of Labor, Bureau of Labor Statistic, shows an annual increase of 2.9% from 2023 to 2024. Additionally, the County Waste Disposal Agreement (WDA) allows for an annual adjustment as well. The total combined WDA, CPI and host fee adjustment is approximately 3.4%. A typical residential household will pay $29.88 per month. A Notice of Public Hearing was sent to the record property owners and residents by July 26, 2024. The notice was sent at least 45 days prior to the public hearing and included instructions on how to protest the proposed increase. State Assembly Bill 1826 requires a separate collection of organic waste.

ANALYSIS:

Public Hearing notices were sent to approximately 5200 residents and owners. As of September 4, 2024, the City has received written protests representing ten (10) properties. Any protest letters received after this date until the deadline will be presented at the meeting. Staff reviewed the rates submitted by CR&R, the franchise hauler, and prepared Exhibits A and B of the Resolution (attached). The overall adjustments agree with the Cost of Living Adjustment calculation from the U.S. Department of Labor, Bureau of Labor Statistics. The proposed maximum rates include all applicable collection and disposal fees. The proposed rates will become effective October 1, 2024.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

City's pass-through payment for refuse services is funded in 0013600-51830.

Attachments

Resolution - Refuse Rates Increase - Draft.pdf
Trash Increase Protest Letters_Redacted.pdf

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ESTABLISHING MAXIMUM REFUSE COLLECTION AND DISPOSAL RATES EFFECTIVE OCTOBER 1, 2024, AND REPEALING RESOLUTION NO. 3184

WHEREAS, the City Council of the City of Loma Linda recognizes that the County of San Bernardino periodically revises the County Disposal Fee for refuse deposited at the County landfill; and,

WHEREAS, the City Council on October 9, 2018 approved a ten (10) year extension of the franchise agreement to CR&R, Inc. of Perris, CA for the provision of solid waste and recyclables collection services to residential, commercial and industrial accounts throughout the City. Pursuant to said agreement the franchisee has the authority to establish rates for the collection of refuse, subject to the maximum ceilings as established by resolution of the City Council pursuant to Loma Linda Municipal Code Sec. 8.12.040; and,

WHEREAS, CR&R, Inc. has proposed maximum rates for the various services to be offered to the residents and businesses within the City; and,

WHEREAS, the franchise agreement allows for an annual cost of living adjustment each July; and,

WHEREAS, CR&R, Inc., as part of their franchise agreement with the City of Loma Linda, will implement various recycling programs which will result in the diversion of sixty-five percent (65%) of the materials that are collected by CR&R, Inc.; and,

WHEREAS, the City Council on June 26, 2018, approved Ordinance 746, Mandatory Commercial Recycling and Commercial Organic Waste recycling, as required by the State of California Assembly Bill 341, requiring all commercial businesses and multi-family residential dwellings of five units or more generating 4 or more cubic yards of solid waste per week to arrange recycling services on or after July 1, 2012; and State of California Assembly Bill l826, (reads in part) requiring all commercial businesses and multi-family residential dwellings of five units or more, which generate 4 cubic yards or more of commercial solid waste per week on or after January 1, 2019, to arrange for organic waste recycling services, and, if the department makes a specific determination, would decrease the amount to 2 cubic yard on or after January 1, 2020, in order to set a statewide policy goal of diverting at least 75% of generated solid waste from the landfill by 2020; and

WHEREAS, the City Council on June 28, 2022, approved Ordinance 770, updating and amending the Loma Linda Municipal Code Chapter 8.12, Refuse, Collection, Recycling and Disposal, to implement Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016 related to single family, multifamily and commercial organic collection and edible food waste collection programs; and

WHEREAS, on July 26, 2024, the City gave written notice to the record owners of all affected properties and to all affected customers setting forth the amount of the proposed maximum rates, the basis on which the rates were calculated, the reason for the rates, and the date, time and location of a public hearing to be held on the proposed maximum rates; and,

WHEREAS, on September 10, 2024, the City Council conducted a public hearing on the proposed maximum rates wherein all written protests against the maximum rates were considered, but the number of written protests presented was less than a majority of all affected property owners or customers; and,

WHEREAS, the City Council finds that the maximum amount of the rates has been calculated consistent with the requirements of article XIIID, Section 6(b).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loma Linda that the maximum rates listed in Exhibit "A" (BI-MONTHLY RESIDENTIAL REFUSE RATES & BI-MONTHLY COMMERCIAL REFUSE RATES); and Exhibit "B" (ROLL-OFF, COMPACTOR , AND TEMPORARY REFUSE RATES) attached hereto shall become effective OCTOBER 1, 2024.

BE IT FURTHER RESOLVED that the City Manager shall have the power to authorize the temporary establishment of the maximum rates of any additional services as may periodically be necessary in order to implement additional future services not presently included in the rates set forth herein, subject to ratification by the City Council.

BE IT FURTHER RESOLVED, that Resolution 3184 is hereby repealed.

PASSSED, APPROVED AND ADOPTED this ____ day of _____ 2024, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

_____
Phillip Dupper, Mayor

ATTEST:

_____
Lynette Arreola, City Clerk

EXHIBIT "A"

CITY OF LOMA LINDA BI-MONTHLY RESIDENTIAL REFUSE RATES
CITY BILLED
EFFECTIVE October 1, 2024

The following bi-monthly rates shall be applicable to single family residential units and multi-family units where cart service can be provided at curbside.

SERVICE LEVEL	BI-MONTHLY RATE
Service Level 1 - 96-gallon refuse (black) cart plus a recycling (blue) cart and green waste (green) cart of either a 64- or 96-gallon size.	$ 59.76
Service Level 2 - 64-gallon refuse (black) cart plus a recycling (blue) cart and green waste (green) cart of either a 64- or 96-gallon size.	$ 57.37
Additional 96-gallon refuse cart.	$ 21.77
Additional 64-gallon refuse cart.	$ 19.42
Additional 96 or 64-gallon recycling cart.	$ -
Additional 96 or 64-gallon green waste cart.	$ 16.66

ADDITIONAL SERVICE	MONTHLY RATE
Container exchange fee 30 days subsequent to new sign-up.	$ 23.22
Extra pickup on residential carts.	$ 34.05
Bulky item pickup, 2 free unlimited pickups per calendar year, additional pickup per item.	$ 9.30
Water heater over 75-gallon.	$ 88.24
Refrigerator, freezer, AC or other CFC containing item.	$ 38.71
Residential roll-out service.	$ 15.09

CITY OF LOMA LINDA MONTHLY COMMERCIAL RATES
EFFECTIVE October 1, 2024

PICKUP PER WEEK, REFUSE BIN SIZE	1X	2X	3X	4X	5X	6X
1 ½ Yard	$ 124.73	$ 208.60	$ 292.48	$ 376.37	$ 460.26	$ 544.07
3 Yard	$ 139.89	$ 257.44	$ 375.02	$ 492.65	$ 610.22	$ 761.24
3 Yd Mini Packer	$ 331.18	$ 556.86	$ 782.64	$ 1,008.50	$ 1,234.20	$ 1,459.87
6 Yard	$ 201.71	$ 377.41	$ 553.16	$ 728.85	$ 904.62	$ 1,080.32

PICKUP PER WEEK, RECYCLING BIN SIZE	1X	2X	3X	4X	5X	6X
1 ½ Yard	$ 114.39	$ 187.90	$ 261.39	$ 334.94	$ 408.42	$ 481.88
3 Yard	$ 119.18	$ 216.02	$ 312.87	$ 409.73	$ 506.62	$ 636.92
6 Yard	$ 160.31	$ 294.55	$ 428.82	$ 563.10	$ 697.41	$ 831.66

CITY OF LOMA LINDA MONTHLY COMMERCIAL RATES
EFFECTIVE October 1, 2024

PICKUP PER WEEK, RECYCLING AND REFUSE BINS	1X	2X	3X	4X	5X	6X
Bin locks, bi-monthly, per lift, per week.	$ 6.19	$ 12.39	$ 18.56	$ 24.79	$ 30.98	$ 37.15
Scout service, bi-monthly, per lift, per week.	$ 87.31	$ 174.66	$ 261.95	$ 349.26	$ 436.58	$ 523.95

ADDITIONAL SERVICE	MONTHLY RATE
Extra pickup per commercial service.	$ 52.02
Additional Yardage Commercial Pickup, per yard service	$ 26.90
Bulky item pickup, Commercial service, first 2 items.	$ 30.98
Bulky item pickup, Commercial service, additional item.	$ 30.98
Water heater over 75-gallon.	$ 88.24
Refrigerator, freezer, AC or other CFC containing item.	$ 64.99

COMMERCIAL CART SERVICE	MONTHLY RATE
96-gallon set (trash and recycle cart)	$ 49.30
96-gallon refuse cart.	$ 29.56
96-gallon recycling cart	$ 19.74
Additional pickup, per cart	$ 17.03
96-gallon recycling cart with Commercial Bin Service	$ 48.61

ORGANICS BIN SIZE	1X	2X	3X	4X	5X	6X
2 YD Bin - Food Scraps	$ 304.01	$ 541.87	$ 810.53	$ 1,079.07	$ 1,396.74	$ 1,714.40
65-gallon cart - Food Scraps	$ 58.75	$ 117.51	$ 176.29	$ 235.02	$ 293.78	$ 349.04
3 YD Bin - Green Waste (MF)	$ 273.95	$ 495.68	$ 731.47	$ 967.16	$ 1,202.90	$ 1,438.64
4 YD Bin - Green Waste (MF)	$ 343.01	$ 633.80	$ 938.62	$ 1,243.41	$ 1,548.21	$ 1,852.97
96-gallon cart - Green Waste	$ 52.94	$ 105.87	$ 158.82	$ 211.72	$ 264.70	$ 317.62

ADDITIONAL ORGANICS SERVICE	MONTHLY RATE
Extra commercial bin pickup (food scraps)	$ 151.48
Extra commercial bin pickup (green waste)	$ 136.53
Extra commercial cart pickup (food scraps)	$ 29.31
Extra commercial cart pickup (green waste)	$ 26.40

Exhibit A

CITY OF LOMA LINDA BI-MONTHLY RESIDENTIAL REFUSE RATES
CITY BILLED

The following rates shall be applicable to single family residential units and multi-family units where cart service can be provided at curbside.

	Current		10/1/2024		7/1/2025		7/1/2026		7/1/2027		7/1/2028	
SERVICE LEVEL	**BI-MONTHLY RATE**	**MONTHLY RATE**	**BI-MONTHLY RATE**	**MONTHLY RATE**	**BI-MONTHLY RATE**	**MONTHLY RATE**	**BI-MONTHLY RATE**	**MONTHLY RATE**	**BI-MONTHLY RATE**	**MONTHLY RATE**	**BI-MONTHLY RATE**	**MONTHLY RATE**
Service Level 1 - 96-gallon refuse (black) cart plus a recycling (blue) cart and green waste (organics) cart of either a 64- or 96-gallon size.	$57.20	$28.60	$59.76	$29.88	$62.16	$31.08	$64.64	$32.32	$67.22	$33.61	$69.90	$34.95
Service Level 2 - 64-gallon refuse (black) cart plus a recycling (blue) cart and green waste (organics) cart of either a 64- or 96-gallon size.	$54.94	$27.47	$57.37	$28.68	$59.66	$29.83	$62.04	$31.02	$64.52	$32.26	$67.10	$33.55
Additional 96-gallon refuse cart.	$20.94	$10.47	$21.77	$10.88	$22.64	$11.32	$23.54	$11.77	$24.48	$12.24	$25.46	$12.73
Additional 64-gallon refuse cart.	$18.70	$9.35	$19.42	$9.71	$20.20	$10.10	$21.00	$10.50	$21.84	$10.92	$22.72	$11.36
Additional 96 or 64-gallon recycling cart.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Additional 96 or 64-gallon green waste cart.	$16.02	$8.01	$16.66	$8.33	$17.32	$8.66	$18.02	$9.01	$18.74	$9.37	$19.48	$9.74

ADDITIONAL SERVICE	**Current**	**10/1/2024**	**7/1/2025**	**7/1/2026**	**7/1/2027**	**7/1/2028**
Container exchange fee 30 days subsequent to new sign-up.	$22.37	$23.22	$24.15	$25.12	$26.12	$27.16
Extra pickup on residential carts.	$32.80	$34.05	$35.42	$36.84	$38.31	$39.84
Bulky item pickup, 2 free unlimited pickups per calendar year, additional pickup per item.	$8.95	$9.30	$9.67	$10.06	$10.46	$10.88
Water heater over 75-gallon.	$84.97	$88.24	$91.77	$95.44	$99.26	$103.23
Refrigerator, freezer, AC or other CFC containing item.	$37.28	$38.71	$40.25	$41.86	$43.53	$45.27
Residential roll-out service.	$14.53	$15.09	$15.69	$16.32	$16.97	$17.65

CITY OF LOMA LINDA MONTHLY COMMERCIAL RATES

PICKUP PER WEEK, REFUSE BIN SIZE		**Current**	**10/1/2024**	**7/1/2025**	**7/1/2026**	**7/1/2027**	**7/1/2028**
1 ½ Yard	1X WK	$119.90	$124.73	$129.72	$134.91	$140.31	$145.92
	2X WK	$200.40	$208.60	$216.94	$225.62	$234.64	$244.03
	3X WK	$280.96	$292.48	$304.18	$316.35	$329.00	$342.16
	4X WK	$361.52	$376.37	$391.43	$407.09	$423.37	$440.30
	5X WK	$442.07	$460.26	$478.67	$497.82	$517.73	$538.44
	6X WK	$522.54	$544.07	$565.84	$588.47	$612.01	$636.49
3 Yard	1X WK	$134.24	$139.89	$145.49	$151.31	$157.36	$163.65
	2X WK	$246.99	$257.44	$267.74	$278.45	$289.59	$301.17
	3X WK	$359.75	$375.02	$390.02	$405.62	$421.84	$438.71
	4X WK	$472.57	$492.65	$512.36	$532.85	$554.16	$576.33
	5X WK	$585.33	$610.22	$634.63	$660.02	$686.42	$713.88
	6X WK	$730.29	$761.24	$791.69	$823.36	$856.29	$890.54
3 Yd Mini Packer	1X WK	$317.77	$331.18	$344.43	$358.21	$372.54	$387.44
	2X WK	$533.97	$556.86	$579.14	$602.31	$626.40	$651.46
	3X WK	$750.21	$782.64	$813.94	$846.50	$880.36	$915.57
	4X WK	$966.57	$1,008.50	$1,048.84	$1,090.79	$1,134.42	$1,179.80
	5X WK	$1,182.73	$1,234.20	$1,283.56	$1,334.90	$1,388.30	$1,443.83
	6X WK	$1,398.91	$1,459.87	$1,518.26	$1,578.99	$1,642.15	$1,707.84
6 Yard	1X WK	$193.34	$201.71	$209.78	$218.17	$226.90	$235.96
	2X WK	$361.60	$377.41	$392.51	$408.21	$424.54	$441.52
	3X WK	$529.91	$553.16	$575.29	$598.30	$622.23	$647.12
	4X WK	$698.17	$728.65	$758.00	$788.32	$819.85	$852.64
	5X WK	$866.50	$904.62	$940.80	$978.43	$1,017.57	$1,058.27
	6X WK	$1,034.79	$1,080.32	$1,123.54	$1,168.48	$1,215.22	$1,263.83

CITY OF LOMA LINDA MONTHLY COMMERCIAL RATES

PICKUP PER WEEK, RECYCLING BIN SIZE		Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
1 ½ Yard	1X WK	$110.16	$114.39	$118.96	$123.72	$128.67	$133.82
	2X WK	$180.95	$187.90	$195.41	$203.23	$211.36	$219.81
	3X WK	$251.74	$261.39	$271.85	$282.72	$294.03	$305.79
	4X WK	$322.55	$334.94	$348.33	$362.26	$376.75	$391.82
	5X WK	$393.31	$408.42	$424.75	$441.74	$459.41	$477.79
	6X WK	$464.07	$481.88	$501.16	$521.21	$542.06	$563.74
3 Yard	1X WK	$114.78	$119.18	$123.95	$128.91	$134.07	$139.43
	2X WK	$208.03	$216.02	$224.66	$233.65	$243.00	$252.72
	3X WK	$301.28	$312.87	$325.38	$338.40	$351.94	$366.02
	4X WK	$394.58	$409.73	$426.12	$443.16	$460.89	$479.33
	5X WK	$487.90	$506.62	$526.88	$547.96	$569.88	$592.68
	6X WK	$613.37	$636.92	$662.39	$688.89	$716.45	$745.11
6 Yard	1X WK	$154.38	$160.31	$166.73	$173.40	$180.34	$187.55
	2X WK	$283.66	$294.55	$306.34	$318.59	$331.33	$344.58
	3X WK	$412.97	$428.82	$445.98	$463.82	$482.37	$501.66
	4X WK	$542.29	$563.10	$585.63	$609.06	$633.42	$658.76
	5X WK	$671.61	$697.41	$725.31	$754.32	$784.49	$815.87
	6X WK	$800.90	$831.66	$864.93	$899.53	$935.51	$972.93

PICKUP PER WEEK, COMMERCIAL BIN SERVICE		Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Bin locks, per bin	1X WK	$5.96	$6.19	$6.43	$6.69	$6.96	$7.24
	2X WK	$11.94	$12.39	$12.89	$13.41	$13.95	$14.51
	3X WK	$17.88	$18.56	$19.30	$20.07	$20.87	$21.70
	4X WK	$23.87	$24.79	$25.78	$26.81	$27.88	$29.00
	5X WK	$29.83	$30.98	$32.22	$33.51	$34.85	$36.24
	6X WK	$35.78	$37.15	$38.64	$40.19	$41.80	$43.47
Scout service, per bin	1X WK	$84.08	$87.31	$90.80	$94.43	$98.21	$102.14
	2X WK	$168.19	$174.66	$181.64	$188.91	$196.47	$204.33
	3X WK	$252.27	$261.95	$272.43	$283.33	$294.66	$306.45
	4X WK	$336.34	$349.26	$363.23	$377.76	$392.87	$408.58
	5X WK	$420.45	$436.58	$454.05	$472.21	$491.10	$510.74
	6X WK	$504.56	$523.95	$544.90	$566.70	$589.37	$612.94

ADDITIONAL SERVICE	Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Extra pickup per commercial service	$50.10	$52.02	$54.10	$56.26	$58.51	$60.85
Additional Yardage Commercial Pickup, per yard service	$25.90	$26.90	$27.98	$29.10	$30.26	$31.47
Bulky item pickup, Commercial service, first 2 items	$29.83	$30.98	$32.22	$33.51	$34.85	$36.24
Bulky item pickup, Commercial service, additional item	$29.83	$30.98	$32.22	$33.51	$34.85	$36.24
Water heater over 75-gallon	$84.97	$88.24	$91.77	$95.44	$99.26	$103.23
Refrigerator, freezer, AC or other CFC containing item	$62.59	$64.99	$67.59	$70.29	$73.10	$76.02

COMMERCIAL CART SERVICE	Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
96-gallon set (trash and recycle cart)	$47.26	$49.30	$51.27	$53.32	$55.45	$57.67
96-gallon refuse cart (additional)	$28.25	$29.56	$30.74	$31.97	$33.25	$34.58
96-gallon recycling cart (additional)	$19.01	$19.74	$20.53	$21.35	$22.20	$23.09
Additional pickup, per cart	$16.40	$17.03	$17.71	$18.42	$19.16	$19.93
96-gallon recycling cart with Commercial Bin Service	$46.81	$48.61	$50.55	$52.57	$54.67	$56.86

ORGANICS BIN SIZE		Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
2 YD Bin - Food Scraps	1X WK	$292.77	$304.01	$316.17	$328.82	$341.97	$355.65
	2X WK	$521.82	$541.87	$563.55	$586.09	$609.53	$633.91
	3X WK	$780.54	$810.53	$842.95	$876.67	$911.74	$948.21
	4X WK	$1,039.15	$1,079.07	$1,122.23	$1,167.12	$1,213.80	$1,262.35
	5X WK	$1,345.10	$1,396.74	$1,452.61	$1,510.71	$1,571.14	$1,633.99
	6X WK	$1,651.01	$1,714.40	$1,782.97	$1,854.29	$1,928.46	$2,005.60
65-gallon cart - Food Scraps	1X WK	$56.58	$58.75	$61.10	$63.54	$66.08	$68.72
	2X WK	$113.18	$117.51	$122.21	$127.10	$132.18	$137.47
	3X WK	$169.76	$176.29	$183.35	$190.68	$198.31	$206.24
	4X WK	$226.33	$235.02	$244.42	$254.20	$264.37	$274.94
	5X WK	$282.91	$293.78	$305.53	$317.75	$330.46	$343.68
	6X WK	$336.13	$349.04	$363.00	$377.52	$392.62	$408.32

CITY OF LOMA LINDA MONTHLY COMMERCIAL RATES

ORGANICS BIN SIZE		Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
3 YD Bin - Green Waste (MF)	1X WK	$263.79	$273.95	$284.91	$296.31	$308.16	$320.49
	2X WK	$477.36	$495.68	$515.51	$536.13	$557.58	$579.88
	3X WK	$704.40	$731.47	$760.73	$791.16	$822.81	$855.72
	4X WK	$931.39	$967.16	$1,005.85	$1,046.08	$1,087.92	$1,131.44
	5X WK	$1,158.42	$1,202.90	$1,251.02	$1,301.06	$1,353.10	$1,407.22
	6X WK	$1,385.44	$1,438.64	$1,496.19	$1,556.04	$1,618.28	$1,683.01
4 YD Bin - Green Waste (MF)	1X WK	$330.32	$343.01	$356.73	$371.00	$385.84	$401.27
	2X WK	$610.37	$633.80	$659.15	$685.52	$712.94	$741.46
	3X WK	$903.91	$938.62	$976.16	$1,015.21	$1,055.82	$1,098.05
	4X WK	$1,197.42	$1,243.41	$1,293.14	$1,344.87	$1,398.66	$1,454.61
	5X WK	$1,490.94	$1,548.21	$1,610.13	$1,674.54	$1,741.52	$1,811.18
	6X WK	$1,784.45	$1,852.97	$1,927.09	$2,004.17	$2,084.34	$2,167.71
96-gallon cart - Green Waste	1X WK	$50.97	$52.94	$55.06	$57.26	$59.55	$61.93
	2X WK	$101.95	$105.87	$110.10	$114.50	$119.08	$123.84
	3X WK	$152.94	$158.82	$165.17	$171.78	$178.65	$185.80
	4X WK	$203.91	$211.72	$220.19	$229.00	$238.16	$247.69
	5X WK	$254.91	$264.70	$275.28	$286.29	$297.74	$309.65
	6X WK	$305.89	$317.62	$330.33	$343.54	$357.28	$371.57

ADDITIONAL ORGANICS SERVICE	Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Extra commercial bin pickup (food scraps)	$145.89	$151.48	$157.54	$163.84	$170.39	$177.21
Extra commercial bin pickup (green waste)	$131.46	$136.53	$141.99	$147.67	$153.58	$159.72
Extra commercial cart pickup (food scraps)	$28.23	$29.31	$30.48	$31.70	$32.97	$34.29
Extra commercial cart pickup (green waste)	$25.43	$26.40	$27.46	$28.56	$29.70	$30.89

CITY OF LOMA LINDA MONTHLY ROLL-OFF, COMPACTOR, TEMPORARY REFUSE RATES

ROLL OFF AND COMPACTOR SERVICE RATE	Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Low boy roll off box, 10-19 yard	$250.47	$260.08	$270.49	$281.31	$292.56	$304.26
Open top roll off box, 20-29 yard	$250.47	$260.08	$270.49	$281.31	$292.56	$304.26
Open top roll off box, 30-39 yard	$250.47	$260.08	$270.49	$281.31	$292.56	$304.26
Open top roll off box, 40-49 yard	$250.47	$260.08	$270.49	$281.31	$292.56	$304.26
Open top roll off box, 50 and over yard	$250.47	$260.08	$270.49	$281.31	$292.56	$304.26
Compactor, 20-29 yard	$268.34	$278.65	$289.79	$301.38	$313.44	$325.98
Compactor, 30-39 yard	$268.34	$278.65	$289.79	$301.38	$313.44	$325.98
Compactor, 40-49 yard	$268.34	$278.65	$289.79	$301.38	$313.44	$325.98
Refuse, per ton rate for roll off and compactor service	$55.35	$58.86	$61.21	$63.66	$66.21	$68.86

TEMPORARY SERVICE	Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
BINS						
Temporary 3 yard bin, 1 x per week	$182.42	$189.93	$197.52	$205.42	$213.64	$222.19
Temporary 3 yard bin, 7 day rental	$97.61	$101.29	$105.34	$109.55	$113.93	$118.49
Temporary 3 yard bin, each additional day rental	$1.49	$1.54	$1.61	$1.67	$1.74	$1.81
Delivery Fee	$63.26	$65.69	$68.31	$71.04	$73.88	$76.84
ROLLOFF						
Temporary 40-yard, 7 day rental, 5-ton maximum	$569.74	$591.62	$615.28	$639.89	$665.49	$692.11
Temporary C&D Wood 40-yard, 7-day rental, 5-ton maximum	$493.99	$512.98	$533.50	$554.84	$577.03	$600.11
Temporary C&D Concrete/Asphalt, 40-yard, 7-day rental, 5-ton maximum	$403.36	$418.84	$435.59	$453.01	$471.13	$489.98
Temporary C&D Mixed 40-yard, 7-day rental, 5-ton maximum	$569.74	$591.62	$615.28	$639.89	$665.49	$692.11
Temporary 40-yard, additional day rental	$4.49	$4.66	$4.85	$5.04	$5.24	$5.45
Temporary 40-yard, additional tonnage over 5-ton minimum, per ton	$63.85	$66.30	$68.96	$71.72	$74.59	$77.57
C&D Haul Rate	$250.47	$260.08	$270.49	$281.31	$292.56	$304.26
C&D Clean Wood/Ton	$48.71	$50.58	$52.60	$54.70	$56.89	$59.17
C&D Clean Concrete/Asphalt/Ton	$30.56	$31.73	$33.00	$34.32	$35.69	$37.12
C&D Mixed/Ton	$63.85	$66.30	$68.96	$71.72	$74.59	$77.57
Delivery Fee	$94.89	$98.53	$102.47	$106.57	$110.83	$115.26

ADDITIONAL SERVICE	Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Additional charge for Saturday pickup	$47.16	$48.97	$ 50.93	$ 52.97	$ 55.09	$ 57.29
Relocation of roll off, per event	$75.43	$78.32	$ 81.46	$ 84.72	$ 88.11	$ 91.63
Unable to service roll off or compactor, per event	$75.43	$78.32	$ 81.46	$ 84.72	$ 88.11	$ 91.63
Stand-by rate, per hour, 2 hour minimum	$111.82	$116.11	$ 120.76	$ 125.59	$ 130.61	$ 135.83
Tilt hopper, monthly rental	$58.17	$60.41	$ 62.83	$ 65.34	$ 67.95	$ 70.67
Steam cleaning, each	$189.62	$196.90	$ 204.78	$ 212.97	$ 221.49	$ 230.35
Roll off storage bin, monthly rental	$104.38	$108.39	$ 112.73	$ 117.24	$ 121.93	$ 126.81
Compactor cleaning, each	$189.62	$196.90	$ 204.78	$ 212.97	$ 221.49	$ 230.35

EXHIBIT "B"
CITY OF LOMA LINDA ROLL-OFF, COMPACTOR, TEMPORARY REFUSE RATES
EFFECTIVE October 1, 2024

ROLL OFF AND COMPACTOR SERVICE RATE FOR REFUSE AND RECYCLING	RATE
Low boy roll off box, 10-19 yard	$ 260.08
Open top roll off box, 20-29 yard	$ 260.08
Open top roll off box, 30-39 yard	$ 260.08
Open top roll off box, 40-49 yard	$ 260.08
Open top roll off box, 50 and over yard	$ 260.08
Compactor, 20-29 yard	$ 278.65
Compactor, 30-39 yard	$ 278.65
Compactor, 40-49 yard	$ 278.65
Refuse, per ton rate for roll off and compactor service	$ 58.86

TEMPORARY SERVICE	RATE
BINS	
Temporary 3 yard bin, 1 x per week	$ 189.93
Temporary 3 yard bin, 7 day rental	$ 101.29
Temporary 3 yard bin, each additional day rental	$ 1.54
Delivery Fee	$ 65.69

ROLLOFF	
Temporary 40-yard bin, 7 day rental, 5-ton maximum	$ 591.62
Temporary C&D Wood 40-yard bin, 7-day rental, 5-ton maximum	$ 512.98
Temporary C&D Concrete/Asphalt, 40-yard bin, 7-day rental, 5-ton maximum	$ 418.84
Temporary C&D Mixed 40-yard bin, 7-day rental, 5-ton maximum	$ 591.62
Temporary 40-yard bin, additional day rental	$ 4.66
Temporary 40-yard bin, additional tonnage over 5-ton minimum, per ton	$ 66.30
C&D Haul Rate	$ 260.08
C&D Clean Wood/Ton	$ 50.58
C&D Clean Concrete/Asphalt/Ton	$ 31.73
C&D Mixed/Ton	$ 66.30
Delivery Fee	$ 98.53

EXHIBIT "B"

CITY OF LOMA LINDA ROLL-OFF, COMPACTOR, TEMPORARY REFUSE RATES

EFFECTIVE October 1, 2024

ADDITIONAL SERVICE	RATE
Additional charge for Saturday pickup	$ 48.97
Relocation of roll off, per event	$ 78.32
Unable to service roll off or compactor, per event	$ 78.32
Stand-by rate, per hour, 2 hour minimum	$ 116.11
Tilt hopper, monthly rental	$ 60.41
Steam cleaning, each	$ 196.90
Roll off storage bin, monthly rental	$ 108.39
Compactor cleaning, each	$ 196.90

RECEIVED

AUG – 1 2024

City of Loma Linda
City Clerk

August 1, 2024

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

To Whom It May Concern

This is in response to the letter we received from the City of Loma Linda (dated July 26, 2024).

This letter is written to formally register our protest against the proposed increase in the City of Loma Linda refuse services rates and charges. Since we are both retired and living on a fixed income, we will not be able to afford this proposed increase.

1. The **address** of our property is: [redacted] **Loma Linda, CA 92354**[redacted]
The County of San Bernardino Assessor's **Parcel number is:**[redacted]

2. Our **City of Loma Linda municipal services account number** is:[redacted]

3. My wife, **Leela Job and** I, **Jayakaran S Job**, are **joint property owners of record**.

We request the City Council to sympathetically consider this request to NOT increase the refuse services rates and charges. Thank you.

Sincerely,

[redacted]

Leela and Jayakaran S Job

[redacted] Loma Linda, CA 92354-4136
Telephone:[redacted]
Email:[redacted]

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

RECEIVED
AUG - 5 2024
City of Loma Linda
City Clerk

To Whom It May Concern:

When I received this letter of June 30, 2024, from your office, regarding the proposed rate increase of almost $30 p/month for the collection, processing, and disposing of solid waste, my wife and I were shocked and concerned.

I want to thank you dear folks for giving us the opportunity and privilege of rendering a kind opposition and protest regarding this matter.

I would like to point out some important points of protest and opposition to this proposed rate increase:

1. ***First of all, there are many retirees in this area who are on fixed incomes. We do not feel it is fair to raise this monthly fee to everyone when many are on fixed incomes.***
2. ***If a fee is to be raised, we believe it should be raised, not on the retiree household, but it could be raised on individuals who still have head of house and spouse still working. To this kind of household, this type of increase probably would be no problem.***
3. ***For retirees, I know my wife and I put out our trash cans about once to twice a month. Because being just the two of us, we do not produce much weekly garbage. On the contrary, with a family with children, they are automatically going to produce more trash and garbage than a retiree couple.***
4. ***As a visiting pastor of the Loma Linda University Seventh-day Adventist Church, there are some that I know, here in the Loma Linda area, that live by themselves because of the loss of a spouse or for various reasons and definitely do not produce much weekly trash or garbage. I definitely do not feel they should be penalized with a rate increase.***

Thank you for your consideration to this opposition/protest to the proposed rate increase of almost $30 p/month for the collection, processing, and disposal of solid waste.

INFORMATION REQUESTED:

- ***Assessors Parcel Number:*** [redacted]
- ***Municipal Services Account Number:*** [redacted]
- ***My Wife and I are the Legal Owners of this Property:*** ***R. Ernest and Sarah Castillo***

Sincerely,

[redacted]

R. Ernest Castillo

RECEIVED

AUG - 7 2024

City of Loma Linda
City Clerk

July 29, 2024

City Clerk, City of Loma Linda
25541 Barton Rd.
Loma Linda, CA 92354

To Whom It May Concern:

I want to register my protest to the proposed rate increases. In four years that is a $12.70 increase , which is huge to me.

Thank you,

[redacted]

Wanda Jordan
[redacted]
Loma Linda, CA 92373

Parcel Number: [redacted]
Service Account Number: [redacted]
Property Owner

RECEIVED

AUG 1 2 2024

City of Loma Linda
City Clerk

August 8, 2024

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

RE: Assessors Parcel #[redacted]
Municipal Services Account #[redacted]

I have been a renting resident at [redacted] in Loma Linda for the past 21 years. I am a 76 year old senior citizen living on a fixed income and have seen my rates go up over the years.

I hereby "oppose" the proposed rate increases in refuse services and charges which will be held at the Public Hearing on 9/10/24. In fact I think that my rates should be prorated as I only use these services bi-monthly. Since I am a single resident, I do not accumulate enough trash for weekly pick-up and disposal. I think I already pay more than my fair share for these services. I have never used bulky items separate pick-up services either.

Thank you for your attention in this matter,

Sincerely,

[redacted]

City clerk City 07/31/24

Con respeto y Cariño aquien Corresponda. mi nombre es Gloria y me han mandado un texto abisandome que ban a subir el precio de los pagos- disculpe yo por ahora no estoy trabajando, y me estoy atendiendo con el medico de terapias mi espalda y mi mano derecha.. y acabo de perder a mi esposo fallecio.. El Seguro no me esta alludando Con nada y no recibo alluda de ningun lado. por Fabor de ante mano Se los agradeceria bastante muchisimas gracias Saludos

Gloria Garcia Q.

RECEIVED
AUG 12 2024
City of Loma Linda
City Clerk

RECEIVED

AUG 1 2 2024

City of Loma Linda
City Clerk

August 6, 2024,

Dear Members of the City Council,

I hope this letter finds you well. I am writing to express my strong opposition to the proposed increase in refuse service rates and charges for the City of Loma Linda. As a homeowner and resident of this city, I am deeply concerned about the financial impact this increase will have on our community.

The proposed rate hike comes at a time when many residents are already facing economic challenges due to the ongoing effects of the COVID-19 pandemic. Increasing refuse service rates will place an additional financial burden on families who are struggling to make ends meet. This is particularly concerning for those on fixed incomes, such as retirees and low-income households, who may find it difficult to absorb the added costs.

Furthermore, I believe that the city should explore alternative solutions to manage refuse services more efficiently without resorting to rate increases. This could include measures such as improving recycling programs, reducing waste generation through community education, and seeking grants or partnerships to offset costs. By exploring these options, the city can maintain high-quality refuse services without placing undue financial strain on its residents.

I urge the City Council to reconsider the proposed rate increase and to seek out more sustainable and equitable solutions. The well-being of our community should be the top priority, and I believe that with careful planning and consideration, we can find a way to manage refuse services without imposing additional financial burdens on our residents.

Thank you for your attention to this important matter. I look forward to your response and hope that you will take my concerns into account when making your decision.

Sincerely,

[redacted]

Trish Schmidt

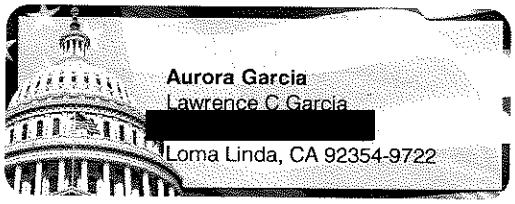
To: City Clerk of Loma Linda 8/8/24
Water/Trash

We protest this (all raise) because

1. It is already to high!
2. It has not been that long since the last raise!
3. We are senior citizens and can't afford it!

A Protest this Rate Increase!

Proof of Residence:



Water - Trash Bill Statement:

Account #: [redacted]
Customer #:
Bill #:

Last water/trash bill for: 8/5/24 was $ 248.46 Look it up.

[redacted]

RECEIVED

AUG 14 2024

City of Loma Linda
City Clerk

[redacted]
Loma Linda, CA 92354
August 22, 2024

RECEIVED
AUG 26 2024
City of Loma Linda
City Clerk

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

To Whom It May Concern:

Re: Proposed Rate Increase for refuse service scheduled for October 1, 2024

[redacted]

We are writing in protest of the proposed rate increase of 4.5%. This increase exceeds the most recent estimation of moderating inflation although this number did not include the increased costs faced by consumers for groceries, energy, and so forth. As I am certain you are aware, (Wall Street Journal 8/21/2024) food prices remain high, 26% higher than they were at the end of 2019. Prices for goods excluding food and energy are up 14% for that same period. The CPI-U rose 3% year over in June 2024 and the CPI-W increased 3% over the past 12 months. The proposed increase of 4.5% will particularly affect residents on a fixed income. I am sure you are aware, many of the residents of Loma Linda are seniors relying on social security for daily living. The COLA for those receiving social security for 2025 is expected to be less than 3% using June or July forecasts. Increases continue to be experienced for utilities, energy (gasoline), health care, and so forth placing a financial burden on many of our residents.

I am proposing that any rate increase not exceed what citizens receiving social security will receive as a COLA for their social security. Perhaps there are other options that could be considered for the increased costs of refuse collection / dispersion. Perhaps changes in collection could be considered such as collection of recycled trash every other week rather than weekly. Green trash and regular trash should remain on a weekly collection cycle.

While a rate increase may be called for, we would ask that the rate increase be reconsidered and decreased to no more than 3%.

Sincerely,

[redacted]

Pamela & Dale Timothy [redacted]

RECEIVED
AUG 29 2024
City of Loma Linda
City Clerk

August 26/24

To Whom it may Concern

Re. parcel # [redacted]

Municipal services account # [redacted]

I am owner of the property at [redacted] Loma Linda.

Please do not Raise the Rates.
I am a widow with a son.
There are those that as I
do not appreciate rate increases
please know, I oppose these increases

Kind
Regards

[redacted]

[redacted]

LL, CA 92354

August 29. 2024

RECEIVED

SEP - 3 2024

City of Loma Linda
City Clerk

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

To the City Clerk of the City of Loma Linda:

I am writing in a strong protest of the upcoming consideration for the increase for the refuse service as of Oct. 1 2024. I am on a fixed income and can not afford an increase this year and the next four years at 4% that will be more than $30 a month!

I do not need to have my trash, recycle and organic containers picked up weekly. I have very little trash and only have it picked up twice a month. The recycles picked up every 6 weeks and the organic trash picked up once every 3 to 4 months keeping up with the little yard work.
The small amount of vegetable organics goes down the garbage disposal on a daily basis.
I find the present prices very high and any increases outrageous. I'm forced to pay for services I do not need.

The City of Loma Linda's letter stated the increase will be $1.28 to total $29.88 starting on Oct. 1, 2024 however, I am paying $27.27 plus 1.28 equals $28.55 rather than $29.88. What is the correct price Oct. 1, 2024?

The City Council is stating in the letter sent by the City of Loma Linda to the Loma Linda residence states "that there needs to be a "majority" of the residence in Loma Linda writing a protest" otherwise the City Council will vote to pass the increase. Since there is about 25,000 residence in Loma Linda you would need to receive about 13,000 letters of protests. This seems very unreasonable! Even if the majority of protest letters were received the city has an agreement with the CR&R of a raise according to the CPI. What is the purpose of giving the residence an option of writing protest letters?
Having charges according to income or the number of persons in a household seems more reasonable to give customers a financial break.

[redacted]
Evelyn Roach
Loma Linda Mobile Estates
[redacted]
Loma Linda, Ca 92354
Assessor's parcel number [redacted]
City of Loma Linda municipal service account number [redacted]

Email Address

[redacted]

Loma Linda
City clerk
25541 Barton Rd.
Loma Linda

We owners of property oppose to the propose increase

Parcel # [redacted]

account # [redacted]

Abelardo Balderas & Sonia Balderas

City of Loma Linda

Regular City Council Staff Report

Demands Registers - August 27 and September 10, and 24, 2024 [Finance]

Approve demands for payment.

Meeting	Agenda Group	
Tuesday, September 24, 2024, 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 Demands Register 08-27-24.pdf
CC Demands Register 09-10-24.pdf
CC Demands Register 09-24-24.pdf

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
707953	8/14/2024	7177	DYNASCALE, INC.	5405	1250259	Cloud storage for data protection FY 24/25		$14,733.19
							707953 Total	**$14,733.19**
707954	8/14/2024	7492	FAIRBANK, MASLIN, MAULLIN, METZ, & ASSOC. INC.	241895	1240910	Survey Research Services		$24,450.00
				241906		Survey Research Services		$500.00
							707954 Total	**$24,950.00**
707955	8/14/2024	5502	FRONTIER COMMUNICATIONS	9097991480 Aug 24		Phone costs Senior Center Fire Alarm 7/28-8/27/24		$121.91
							707955 Total	**$121.91**
707956	8/14/2024	5502	FRONTIER COMMUNICATIONS	9097998149 Aug 24		Phone costs Fire Station#1 7/25-8/24/2024		$288.11
							707956 Total	**$288.11**
707957	8/14/2024	1592	PHOENIX GROUP INFORMATION SYST	062024143	1240329	Delinquent parking ticket recovery prgm 06/2024		$566.87
							707957 Total	**$566.87**
707958	8/14/2024	7083	SELF INSURED SERVICES COMPANY	15045 Life		Life Insurance Premium August 2024		$544.57
				15045		Life & Disability Premium August 2024 Coverage		$3,881.55
							707958 Total	**$4,426.12**
707959	8/14/2024	1245	SO CALIF EDISON	700228421001 Jul 24		Electricity costs 6/12/2024-7/14/2024		$1,633.53
				700228294695 Jul 24		Electricity costs 6/26-7/28/2024		$22,428.24
				700548764612 Jul 24		Electricity costs 6/28-7/30/2024		$188.23
				700011104827 Jul 24		Electricity costs 6/28-7/30/2024		$154.04
				700546567358 Jul 24		Electricity costs 6/26-7/28/2024		$25.63
				700458638878 Jul 24		Electricity costs 6/26-7/28/2024		$4,269.72
				700620519956 Jul 24		Electricity costs 7/2-8/1/2024		$3,705.92
				700371011405 Jul 24		Electricity costs 7/2-8/1/2024		$5,828.47
				700242318673 Jul 24		Electricity costs 7/1-7/31/2024		$43.72
				700072821984 Jul 24		Electricity costs 7/1-7/31/2024		$173.74
				700556225427 Jul 24		Electricity costs 7/1-7/31/2024		$47.94
				700547438439 Jul 24		Electricity costs 7/1-7/31/2024		$72.77

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
				700123802154 Jul 24		Electricity costs 7/2-8/1/2024		$667.07
				700010613157 Jul 24		Electricity costs 7/2-8/1/2024		$124.61
				700605303585 Jul 24		Electricity costs 7/1-7/31/2024		$21.66
				700848022443 Jul 24		Electricity costs 7/1-7/31/2024		$53.15
				700237930435 Jul 24		Electricity costs 7/1-7/31/2024		$66.26
				700875992189 Jul 24		Electricity costs 7/1-7/31/2024		$117.79
				700630870058 Jul 24		Electricity costs 7/2-8/1/2024		$230.81
				700030769656 Jul 24		Electricity costs 7/2-8/1/2024		$173.59
				700619667467 Jul 24		Electricity costs 7/2-8/1/2024		$134.30
				700010396020 Jul 24		Electricity costs 7/2-8/1/2024		$122.46
				700571294375 Jul 24		Electricity costs 7/2-8/1/2024		$80.13
				700142439793 Jul 24		Electricity costs 6/27-7/29/2024		$129.95
				700075919924 Jul 24		Electricity costs 6/27-7/29/2024		$54.40
				700796906978 Jul 24		Electricity costs 6/28-7/30/2024		$156.53
				700411454240 Jul 24		Electricity costs 7/2-8/1/2024		$3,671.06
				700337902271 Jul 24		Electricity costs 7/2-8/1/2024		$203.47
				700491050723 Jul 24		Electricity costs 7/2-8/1/2024		$369.61
				700180303341 Jul 24		Electricity costs 7/2-8/1/2024		$88.56
				700252505390 Jul 24		Electricity costs 7/2-8/1/2024		$140.97
				700281250130 Jul 24		Electricity costs 7/2-8/1/2024		$73.34
				700357831327 Jul 24		Electricity costs 7/2-8/1/2024		$68.71
				700448473884 Jul 24		Electricity costs 7/2-8/1/2024		$20.57
				700475961967 Jul 24		Electricity costs 7/2-8/1/2024		$95.09
				700452547783 Jul 24		Electricity costs 6/27-7/29/2024		$58.04
				700394531780 Jul 24		Electricity costs 6/27-7/29/2024		$171.87
				700570670141 Jul 24		Electricity costs 6/27-7/29/2024		$156.00
				700280676618 Jul 24		Electricity costs 7/3-8/4/2024		$81.05
				700402406564 Jul 24		Electricity costs 7/3-8/4/2024		$116.06
				700441458865 Jul 24		Electricity costs 7/3-8/4/2024		$119.81
				700004740213 Jul 24		Electricity costs 7/3-8/4/2024		$570.28
				600000500568 Jul 24		Electricity costs 7/1-7/31/2024		$3,169.56
				700577818031 Jul 24		Electricity costs 7/9-8/6/2024		$32,219.21
							707959 Total	**$82,097.92**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
707960	8/14/2024	5364	TECHSTRATA	1001-25-413	1250018	Techstrata Care 1-year renewal FY24/25	$23,724.03
						707960 Total	**$23,724.03**
707961	8/14/2024	1261	THE GAS COMPANY	06872460008 Jul 24		Gas costs 7/1-7/31/2024	$53.84
				14642464003 Jul 24		Gas costs 6/28-7/30/2024	$43.85
				10232459007 Jul 24		Gas costs 7/1-7/31/2024	$19.48
				10022459001 Jul 24		Gas costs 7/1-7/31/2024	$46.03
						707961 Total	**$163.20**
707962	8/14/2024	304	TYLER TECHNOLOGIES, INC.	045-463746	1250224	Socrata Open Finance Annual Term 6/28/24-06/27/25	$5,898.38
				045-476478	1250217	Munis DIsaster Recovery Annual Fees	$4,856.00
						707962 Total	**$10,754.38**
707963	8/14/2024	26	VERIZON WIRELESS	9970229063 Jul 24		City wide cell phone service 6/29-7/28/2024	$3,055.37
						707963 Total	**$3,055.37**
707964	8/14/2024	26	VERIZON WIRELESS	9970229064 Jul 24		SCADA Modem for Sewer Lift Station 6/29-7/28/2024	$38.01
						707964 Total	**$38.01**
707965	8/15/2024	5502	FRONTIER COMMUNICATIONS	9094785042 Aug 24		Phone costs Cole House Fire Alarm 8/4-9/3/24	$169.29
						707965 Total	**$169.29**
707966	8/15/2024	5502	FRONTIER COMMUNICATIONS	9097990759 Aug 24		Phone costs Fire Station#252 8/1-8/31/2024	$43.71
						707966 Total	**$43.71**
707967	8/15/2024	5502	FRONTIER COMMUNICATIONS	9097997651 Aug 24		Phone costs 8/1-8/31/2024	$38.10
						707967 Total	**$38.10**
707968	8/15/2024	5502	FRONTIER COMMUNICATIONS	9097964692 Aug 24		Phone costs Corp Yard Intrusion 8/4-9/3/2024	$85.13
						707968 Total	**$85.13**
707969	8/15/2024	5229	NICHOLAS HERNANDEZ	RmbNHernandez8/13/24		Lake Incident CA-LPF-001542 logistics	$1,523.88
						707969 Total	**$1,523.88**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
707970	8/15/2024	7485	RIGHT LANE TRUCKING ACADEMY INC.	000001	1250275	Class B Training J. Gutierrez & S McDonnald		$2,000.00
							707970 Total	**$2,000.00**
707971	8/15/2024	7452	ROLAND BLACKISTON	RmbRoBlackiston8-14		Rmb logistics for the Vista, Lake, & Apache incid		$1,395.57
							707971 Total	**$1,395.57**
707972	8/15/2024	3881	SB CO PROFESSIONAL FIREFIGHTER	JUNE 2023		DUES COLLECTED FOR JUNE 2023		$3,513.30
				Jan 2024		SB County Firefighters dues Jan 2024		$3,847.90
							707972 Total	**$7,361.20**
707973	8/15/2024	1245	SO CALIF EDISON	700529893260 Jul 24		Electricity costs 7/11-8/8/2024		$164.73
				700075862128 Jul 24		Electricity costs 7/9-8/6/2024		$556.38
				700063569396 Jul 24		Electricity costs 7/9-8/6/2024		$2,830.82
				700044797169 Jul 24		Electricity costs 7/9-8/6/2024		$57,367.49
				700303221438 Jul 24		Electricity costs 7/9-8/6/2024		$105.30
				700396836845 Jul 24		Electricity costs 7/9-8/6/2024		$22,759.68
				700165738789 Jul 24		Electricity costs 7/9-8/6/2024		$680.10
				700023837085 Jul 24		Electricity costs 7/9-8/6/2024		$22,415.10
				700491039205 Jul 24		Electricity costs 7/9-8/6/2024		$14,132.51
				700012556793 Jul 24		Electricity costs 7/8-8/5/2024		$23.10
				700077110701 Jul 24		Electricity costs 7/8-8/5/2024		$100.25
				700123951189 Jul 24		Electricity costs 7/8-8/5/2024		$52.90
				700125053252 Jul 24		Electricity costs 7/8-8/5/2024		$45.71
				700124018786 Jul 24		Electricity costs 7/8-8/5/2024		$84.71
				700237491915 Jul 24		Electricity costs 7/8-8/5/2024		$122.13
				700162747250 Jul 24		Electricity costs 7/8-8/5/2024		$1,142.30
				700125316869 Jul 24		Electricity costs 7/8-8/5/2024		$70.68
				700125145505 Jul 24		Electricity costs 7/8-8/5/2024		$121.12
				700327588141 Jul 24		Electricity costs 7/8-8/5/2024		$73.34
				700377436138 Jul 24		Electricity costs 7/8-8/5/2024		$200.91

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
				700542818815 Jul 24		Electricity costs 7/8-8/5/2024		$14.60
				700620742955 Jul 24		Electricity costs 7/8-8/5/2024		$199.27
				700625935485 Jul 24		Electricity costs 7/8-8/5/2024		$62.68
				700350988278 Jul 24		Electricity costs 7/1-7/31/2024		$7,127.80
				700533422444 Jul 24		Electricity costs 7/8-8/5/2024		$84.57
				700546694670 Jul 24		Electricity costs 7/2-8/1/2024		$185.86
							707973 Total	**$130,724.04**
707974	8/15/2024	1261	THE GAS COMPANY	19406867366 Jul 24		Gas costs 7/9-8/8/2024		$14.79
							707974 Total	**$14.79**
707975	8/15/2024	3628	U.S. BANK CORPORATE PYMNT SYS	072224LMatarrita		Planetizen-Planner Courses		$144.00
				072224 KMacGavin		Bubble wrap, Anti static bags, Digicert/ARIN		$1,354.37
				07222024 JLoeffert		SC Dance, performance appraisals & reviews books		$204.02
				07222024 VGomez		Herbicides for weeds		$317.05
				07222024 JRodriguez		Wood stakes		$133.63
				07222024 VPuentes		Compliance group, solenoid switch, & transmission		$1,234.73
				07222024 JTrujillo		Ink replacement for HD printer		$154.41
				07222024 HReed		Car wash, & reimb for Conf		$1,682.45
				07222024 JCardoza		Used tire for work truck		$45.00
				07222024NAlvizar		Uniform items for Executive Aide NAlvizar		$100.09
				07222024TIngalls		Carwashes, Mtg refreshments, ChatBott App,		$590.79
				07222024JGillette		Water filters & training software		$328.93
				07222024GGarza		Cleaning supplies and insect repellant		$35.31
				07222024MDingman		SoCal Fire Prev.Officers August 2024 Virtual Mtg		$10.00
				07222024MCross		Station household supplies & water		$853.88
				07222024BNielsen		Incident log ipad charger, radio batteries, K9 cer		$745.96
				07222024 DHarker		Reimb for fuel basin fire assignment		$3,462.77
				072224LArreola		Plaque/Postage/Meals for CC - July 9, 2024		$177.90
				07222024NBoucher		STA251 Kitchen sink, STOT Incident logistics		$2,315.37
							707975 Total	**$13,890.66**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
707976	8/21/2024	5311	CHRISTOPHER DEJONG	RmbChriDeJong8-12-24		Rmb for Logistics for the Shelly Inc O-98	$552.67
						707976 Total	**$552.67**
707977	8/22/2024	5502	FRONTIER COMMUNICATIONS	9097998064 Aug 24		Phone costs 8/10-9/9/2024	$43.92
						707977 Total	**$43.92**
707978	8/22/2024	6084	HRE, LLC	0919.6	1250283	Annual Performance Mgmt Software Tenzinga7/24-8/25	$2,607.00
						707978 Total	**$2,607.00**
707979	8/22/2024	7105	MARIA MURO	TuitionReimb2024		Tuition Reimbursement - Summer Semester	$1,941.42
						707979 Total	**$1,941.42**
707980	8/22/2024	7539	REBECCA A. MALONE	ReissuRun#24-370427		Reimbursement for overpayment run #24-370427	$375.00
						707980 Total	**$375.00**
707981	8/22/2024	7083	SELF INSURED SERVICES COMPANY	B0FGX9 Sep 24		Dental Insurance Premium September 2024 Coverage	$4,173.10
				B0F5WB Aug 24		Dental Insurance Premium August 2024 Coverage	$4,103.00
						707981 Total	**$8,276.10**
707982	8/22/2024	1245	SO CALIF EDISON	700900862484 Jul24/2		Electricity costs 7/15-8/12/2024	$72.15
				700900827728 Jul24/2		Electricity costs 7/15-8/12/2024	$65.55
				700228318038 Jul 24		Electricity costs 7/15-8/12/2024	$794.31
						707982 Total	**$932.01**
707983	8/22/2024	1154	VISION SERVICE PLAN - CA	12121787/0001 Aug 24		Vision Buy Up Insurance August 2024 Coverage	$884.50
				12121787/0001 Sep 24		Vision Buy Up Insurance September 2024	$911.42
				12121787/0002 Aug 24		Vision Base Plan August 2024 Coverage	$100.10
				12121787/0002 Sep 24		Vision Base Plan September 2024	$100.10
						707983 Total	**$1,996.12**
707984	8/27/2024	4229	A & I REPROGRAPHICS	CN00042726	1250046	Printing Services for CIP 24-121	$296.45
						707984 Total	**$296.45**
707985	8/27/2024	7360	CADD MICROSYSTEMS, INC.	SO30039119	1250162	Software for electronic plan review	$5,379.00
						707985 Total	**$5,379.00**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
707986	8/27/2024	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	188776701080724	1250242	Spectrum City Hall 8/10-9/9/24-Acct#188776701	$53.76
						707986 Total	**$53.76**
707987	8/27/2024	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	231334701080124		2nd Fiber Line Acct#231334701 07/01-07/31	$3,584.49
						707987 Total	**$3,584.49**
707988	8/27/2024	4397	CHEMPAK	124077	1250060	Receptacles are for Parks	$632.93
						707988 Total	**$632.93**
707989	8/27/2024	7460	CINTAS CORPORATION NO. 3	4201496232	1250206	HazMat compliant uniforms & shop towel rentals 8/8	$46.75
						707989 Total	**$46.75**
707990	8/27/2024	25	CINTAS CORPORATION NO 2	5224354029	1250061	First Aid supplies for employees Aug	$359.39
						707990 Total	**$359.39**
707991	8/27/2024	840	CITY OF SAN BERNARDINO	132-00 July 2024	1250062	1415 Richardson St 7/2/24 to 8/2/24	$4,839.59
				90878-00 July 2024		1516 Gould St 7/1/24 to 8/1/24	$51.59
				76164-00 July 2024		24871 Redlands Blvd 7/1/24 - 8/1/24	$2,447.49
						707991 Total	**$7,338.67**
707992	8/27/2024	203	CLINICAL LABORATORY OF	2401180-LOM01	1250064	Test water at well sites July 2024	$7,546.50
						707992 Total	**$7,546.50**
707993	8/27/2024	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1053465	1250066	Distance meter for facilities	$71.99
						707993 Total	**$71.99**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
707994	8/27/2024	5762	CORE & MAIN LP	V216670	1250069	Copper tubing & fittings		$2,255.62
				V364145		Ball, clip, & probe		$1,696.30
							707994 Total	**$3,951.92**
707995	8/27/2024	1279	DAILY JOURNAL CORPORATION	B3841910	1250071	Notice of Inviting Bid for CIP 24-121		$322.00
							707995 Total	**$322.00**
707996	8/27/2024	7290	DANNY ELLIS	0001274731	1250073	Master locks & shackle combo padlocks		$374.67
				0001274753		Veteran's park flag pole keys		$13.05
				0001274783		Padlock for production		$187.40
				0001274893		Stamp keys & tags		$9.60
				0001274955		Padlock pin tumbler		$594.81
							707996 Total	**$1,179.53**
707997	8/27/2024	5593	DINOSAUR TIRE & ROAD SRVS, INC.	125353	1250074	Sensor repair on BM151		$341.66
							707997 Total	**$341.66**
707998	8/27/2024	2179	ENGINEERING RESOURCES OF	60584 Revised	1230692	Contract for Inspections & Project Mgt CIP20-656		$45,694.50
							707998 Total	**$45,694.50**
707999	8/27/2024	325	EWING IRRIGATION PRODUCTS	23077092	1250078	Parts for repair @ Richardson #6 chlorinator		$66.66
							707999 Total	**$66.66**
708000	8/27/2024	331	FAIRVIEW FORD SALES, INC.	116146	1250080	Fuel		$44.15
				116145		Cap		$5.24
							708000 Total	**$49.39**
708001	8/27/2024	5256	FLYERS ENERGY, LLC	24-145734	1250084	Fire Dept. Fuel delivery 7/18/2024		$2,188.13
				24-162168		Fuel delivery for PW dept		$3,508.19
				24-162452		Fire Dept Fuel delivery 8/15/2024		$1,743.10
							708001 Total	**$7,439.42**
708002	8/27/2024	5427	FMB TRUCK OUTFITTERS, INC.	110079	1250085	Truck tool box mounted on side bed		$965.95
							708002 Total	**$965.95**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708003	8/27/2024	7286	GENUINE PARTS COMPANY	147323	1250089	Service parts	$88.84
				148431		Air filters & brake pads	$135.65
				148293		Motor oil & oil filter	$28.43
						708003 Total	**$252.92**
708004	8/27/2024	2636	GOLDEN BELL PRODUCTS, INC.	18848	1250272	Lift Station Degreaser (5 x 5 gallons)	$808.13
						708004 Total	**$808.13**
708005	8/27/2024	389	GRAINGER, INC.	9207158339	1250090	Fuses for Senior Center	$30.75
				9199416430		Combination filter & chemical resistant glove 22	$36.33
				9205651780		Tubing shore	$26.72
						708005 Total	**$93.80**
708006	8/27/2024	5458	HIRSCH PIPE & SUPPLY	9684834	1250094	Parts for repairs @ Richardson Well #6 chlorinator	$112.55
				9686707		Parts for repair @ Richardson Well #6 Chlorinator	$904.59
				9687751		Valve kit for public restroom	$237.55
				9687475		Sizzle system cleaner for public restroom	$98.05
				9696395		Closet repair kit for Park's dept	$52.63
						708006 Total	**$1,405.37**
708007	8/27/2024	3400	INFOSEND, INC.	268078	1250269	FY 2024-2025 Utility bill printing & mailing 07/24	$2,109.79
						708007 Total	**$2,109.79**
708008	8/27/2024	1728	INLAND LIGHTING SUPPLIES, INC.	289290	1250097	LED Flood lamp public restroom hallway	$87.00
						708008 Total	**$87.00**
708009	8/27/2024	4896	INTERFACE SECURITY SYSTEMS, LLC	20759524	1250019	Alarm monitoring Sr Center & Heritage Park Sep-Nov	$443.07
						708009 Total	**$443.07**
708010	8/27/2024	7529	JEFF SULLIVAN	100	1250248	Civic Center Plumbing repairs	$4,230.00
						708010 Total	**$4,230.00**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708011	8/27/2024	503	JON'S FLAGS & POLES	F90047	1250284	Flags for Civic Center	$619.88
						708011 Total	**$619.88**
708012	8/27/2024	2023	JOSEPH E BONADIMAN & ASSOCIATE	4944 C	1250212	Construction staking Pre-pkg Sewer Station 21-511	$240.00
						708012 Total	**$240.00**
708013	8/27/2024	7417	LIEBERT CASSIDY WHITMORE	274538	1250105	Payroll assesment for July 2024	$315.00
						708013 Total	**$315.00**
708014	8/27/2024	568	LOMA LINDA CHAMBER OF COMMERCE	1003	1250020	Contribution to the Chamber of Commerce FY 24/25	$12,500.00
						708014 Total	**$12,500.00**
708015	8/27/2024	2045	LOMA LINDA HEATING & AIR CONDITIONING, INC.	13876124	1250107	Damper & thermostat replacement Corp Yard	$1,111.43
				14117913		Cost of blower motor Mt View #6 well site	$1,271.36
				13658263	1240032	Service call for Mt View #6	$242.37
						708015 Total	**$2,625.16**
708016	8/27/2024	1733	LOWE'S COMPANIES, INC.	980113-NIEXVV	1250110	(2) Countertop microwaves STA 251 kitchen	$721.12
				72863		Hard hats & safety vests	$216.78
				72855		Eye bolt, epoxy, plumbing wrench, & broom handle	$287.84
				87801		Dust pan, hose, cable ties, staples, & tools	$215.23
				72311		Water for crews & hydrant supplies	$69.68
				72918		Clear tote & drilling hammer	$27.84
				75723		Tools, PVC tee, & propane	$349.67
						708016 Total	**$1,888.16**
708017	8/27/2024	3855	LYNN A. HIRTZ	298754	1250282	Parts to repair an Echo trimmer for Parks Dept	$623.10
				299468	1250072	Safety can, harnesses, & ignition keys	$393.37
				299469		Edger blade & screw	$147.83
						708017 Total	**$1,164.30**
708018	8/27/2024	6127	MAUREEN KANE & ASSOCIATES, INC.	2437	1250287	CA Professional Municipal Clerk Training	$1,500.00
						708018 Total	**$1,500.00**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
708019	8/27/2024	1685	MITCHELL 1	31265731	1250271	Software for vehicle repairs		$2,948.04
							708019 Total	**$2,948.04**
708020	8/27/2024	667	MUNIMETRIX SYSTEMS CORP	2408-1129	1250115	Annual Maint service to Clerks Index Program.		$407.89
							708020 Total	**$407.89**
708021	8/27/2024	5992	RALPH MUNOZ	ZAMUN0005DE04		Water distribution operator cert D2		$65.00
							708021 Total	**$65.00**
708022	8/27/2024	7193	O'REILLY AUTO ENTERPRISES, LLC	6160-216990	1250118	Wiper for ME252		$9.18
							708022 Total	**$9.18**
708023	8/27/2024	7088	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,	83997377	1240047	Employee Physical for T. Colwell		$45.00
							708023 Total	**$45.00**
708024	8/27/2024	7176	ODP BUSINESS SOLUTIONS, LLC	377282934001	1250117	Paper, tissue boxes, & disinfecting wipes		$60.22
				374353756001		Pencil, note pad, paper & marker		$50.21
							708024 Total	**$110.43**
708025	8/27/2024	7282	ORKIN SERVICES OF CALIFORNIA, INC.	263360328	1250022	Pest control svcs for 10466 Richardson Aug		$64.99
				263360164	1250033	Pest control services for 25964 Mission Aug		$161.99
							708025 Total	**$226.98**
708026	8/27/2024	3270	OVIDIU POPESCU	OPopescu.Reimb-ESRI		ESRI Conf Reimb lodging, parking, mileage		$1,330.30
							708026 Total	**$1,330.30**
708027	8/27/2024	5511	PARTS AUTHORITY	095-415975	1250276	Bulk Engine Oil Purchase - City-wide		$1,177.23
							708027 Total	**$1,177.23**
708028	8/27/2024	1592	PHOENIX GROUP INFORMATION SYST	0620241143	1240331	Code & Animal Admin Citation 06/2024		$102.64
							708028 Total	**$102.64**
708029	8/27/2024	768	PRUETT'S PRECISION ALIGNMENT	55971	1250122	Front end alignment on PD247		$160.00
							708029 Total	**$160.00**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
708030	8/27/2024	6153	QUADIENT LEASING USA, INC.	Q1450956	1250270	2024-2025 Lease N23011855 postage machine		$584.14
							708030 Total	**$584.14**
708031	8/27/2024	5911	RDO EQUIPMENT CO	P7706435	1250128	Repair new chipper due to traffic accident		$767.63
							708031 Total	**$767.63**
708032	8/27/2024	266	ROBBINS & HOLDAWAY	00-1006-46809	1240059	April Legal Services LL General City Matters		$1,100.00
				00-1006-01-46810		April Legal Srvs CC Mtg/Gen Matters		$2,160.00
				00-1006-02-46811		April Legal Services Com Dev		$740.00
				00-1006-04-46813		April Legal Services - PS		$60.00
				00-1006-05-46814		April Legal Services Code Enf		$380.00
				00-1006-06-46815		April Legal Services - Finance		$2,560.00
				00-1006-11-46816		April Legal Services - Claims		$640.00
				00-1006-12-46817		April Legal Services - Misc		$520.00
				00-1006-13-46818		April Legal Services - PW		$100.00
				00-1006-02-46795		June Legal Services - CD		$1,200.00
				00-1006-05-46798		June Legal Services - Code Enf		$80.00
				00-1006-06-46799		June Legal Services - Finance		$2,940.00
				00-1006-11-46800		June Legal Services Claims		$380.00
				00-7200-46804		June Legal Services Special Counsel Srvs		$450.00
							708032 Total	**$13,310.00**
708033	8/27/2024	876	SAN BERNARDINO MUNICIPAL WATER	JULY 2024		SB Sewer payments collected July 2024		$350,792.79
							708033 Total	**$350,792.79**
708034	8/27/2024	7526	SARAH LYNN THACKER	01_v2	1250222	Install ""V"" Ditch along Richardson CIP 24-413		$54,979.61
							708034 Total	**$54,979.61**
708035	8/27/2024	3574	SB CO FLOOD CONTROL DISTRICT	FC 011/25	1250199	NPDES Agreement 11-545 FY 2025		$73,122.00
							708035 Total	**$73,122.00**
708036	8/27/2024	7047	SHI INTERNATIONAL CORP	B18632271	1250247	VM Host server #3		$17,579.46
							708036 Total	**$17,579.46**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
708037	8/27/2024	451	SITEONE LANDSCAPE SUPPLY, LLC	144892398-001	1250138	Rainbird nozzles & pressure regulator		$839.06
				144741614-001		Parts for repair @ Richardson #6 chlorinator		$216.16
				144985857-001		Rain bird, splice, coupling valve key, & hose		$418.75
				144940987-001		5 tine steel manure fork w/fiberglass handle (4 ea		$157.95
				144704239-001		Lifeguard hat		$23.05
				144758214-001		PVC Pipe		$41.63
				145030520-001		Irrigation parts for Hulda Crooks		$520.05
							708037 Total	**$2,216.65**
708038	8/27/2024	5849	ST FRANCIS ELECTRIC, LLC	22035369	1250215	Annual Traffic Signal Maint. Contract Jul 2024		$1,754.76
				22035370	1250216	Misc Traffic Signal Repairs for July 2024		$4,480.87
				22035371		Misc Traffic Signal Repair for Ca & Citrus 1A KD		$6,200.88
							708038 Total	**$12,436.51**
708039	8/27/2024	1356	STAPLES BUSINESS ADVANTAGE	6008601553	1250139	Stamps for business license clerk		$42.50
							708039 Total	**$42.50**
708040	8/27/2024	6003	VEOLIA WTS SERVICES USA, INC.	902813398	1250194	STA 251 Deionized wtr tank & reg fees Aug 2024		$89.92
				902813399		STA252 Deionized wtr tnk& reg fees 8/1-10/31/2024		$107.90
							708040 Total	**$197.82**
708041	8/27/2024	2751	SUNDOWN WINDOW TINTING	C80236	1250243	FS251 Kitchen window film installation		$624.00
							708041 Total	**$624.00**
708042	8/27/2024	4015	SUPERCO SPECIALTY PRODUCTS	PSI572809	1250144	Wasp spray to kill wasps in street lights		$218.95
							708042 Total	**$218.95**
708043	8/27/2024	4030	US TRONICS	M-12267JL24	1250205	Satellite phone service July 2024		$211.14
							708043 Total	**$211.14**
708044	8/27/2024	3968	WINZER FRANCHISE CORPORATION	2360193	1250158	Wheel weight & misc hardware		$281.88
							708044 Total	**$281.88**
708045	8/27/2024	4353	WITTMAN ENTERPRISES, LLC	2406069	1240308	Medical billing services June 2024		$1,127.58
							708045 Total	**$1,127.58**
							Grand Total	**$989,568.61**

CITY OF LOMA LINDA
VOUCHER LIST
8/27/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
538502	8/5/2024	454	MissionSquare	2024080500538502		457 Plan Contributions-07/14 through 07/27/2024	$26,531.87
102706315	8/9/2024	771	PERS	1002706315/16		Retirement contributions-07/01 through 07/31/2024	$999.50

Total Wires:	$27,531.37
Total Checks (Total from previous page):	$989,568.61
Grand Total =	$1,017,099.98

PAYROLL: 08/15/2024 $494,702.26

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.707953 through 708045 and wire nos. 538502 & 102706315 for a total disbursement of $1,017,099.98 and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

Sonia Fabela, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on September 24, 2024 and the City Treasurer is to pay except as noted.

Phillip Dupper, Mayor

CITY OF LOMA LINDA
VOUCHER LIST
9/10/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708046	8/27/2024	110	BURTRONICS BUSINESS SYSTEM	AR117013	1250057	Printing svcs & supplies CN10872-01 8/13-	$61.55
				AR116054		Printing services and supplies CN11098-	$164.06
						708046 Total	**$225.61**
708047	8/27/2024	7290	DANNY ELLIS	0001275029	1250073	EOC addition lock cylinder re-key (4)	$65.25
						708047 Total	**$65.25**
708048	8/27/2024	5548	JTS MOTORCARS, INC.	2023 Q4		2023 Q4 Sales Tax Incentive	$16,899.08
						708048 Total	**$16,899.08**
708049	8/27/2024	4999	ROGERS, ANDERSON, MALODY & SCOTT, LLP	75760	1250181	INTERIM AUDIT FY 2024 - CITY	$3,800.00
						708049 Total	**$3,800.00**
708050	8/27/2024	6083	SAGEMONT-RICHARDSON, LLC	2024 Q2		2024 Q2 TOT Hotel Incentive Program -	$24,370.20
						708050 Total	**$24,370.20**
708051	8/27/2024	7350	SH-RICHARDSON II, LLC	2024 Q2		2024 Q2 TOT Hotel Incentive Program -	$27,211.55
						708051 Total	**$27,211.55**
708052	8/28/2024	1730	AFLAC	038919		AFLAC INSURANCE PREMIUM-AUGUST	$1,548.39
						708052 Total	**$1,548.39**
708053	8/28/2024	5548	JTS MOTORCARS, INC.	2024 Q1		2024 Q1 Sales Tax Incentive	$13,106.42
						708053 Total	**$13,106.42**
708054	8/28/2024	865	SN BERNARDINO CO SHERIFF DEPT	25230	1250178	CAL-ID Assessment FY 2024-2025	$29,769.04
						708054 Total	**$29,769.04**

CITY OF LOMA LINDA
VOUCHER LIST
9/10/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708055	8/28/2024	1245	SO CALIF EDISON	700228347138 Jul		Electricity costs 7/15-8/12/2024	$1,530.02
						708055 Total	**$1,530.02**
708056	8/29/2024	6161	BHAVIN JINDAL	BJ_03-05-		Candidate Stmt Fee Reimb (District 1)	$15.00
						708056 Total	**$15.00**
708057	8/29/2024	5673	CR&R	JULY 2024		Refuse payments collected July 2024,	$122,472.36
						708057 Total	**$122,472.36**
708058	8/29/2024	4742	JOHN LENART	JL_03-05-		Candidate Stmt Fee Reimb (District 4)	$17.00
						708058 Total	**$17.00**
708059	8/29/2024	3270	OVIDIU POPESCU	OP_03-05-		Candidate Stmt Fee Reimb (District 1)	$15.00
						708059 Total	**$15.00**
708060	8/29/2024	864	REGISTRAR OF VOTERS	3523	1240911	ROV Service Fees for March 5, 2024,	$13,338.00
						708060 Total	**$13,338.00**
708061	8/29/2024	3269	RHODES RIGSBY	RR_03-05-		Candidate Stmt Fee Reimb (District 5)	$15.00
						708061 Total	**$15.00**
708062	9/5/2024	5502	FRONTIER COMMUNICATIONS	9097997257 Sep 24		Phone costs Corp Yard Fire Alarm 8/19-	$43.92
						708062 Total	**$43.92**
708063	9/5/2024	7053	MARLIN BUSINESS BANK	21411824	1250262	Printer lease agreement FY 24/25 August	$3,245.85
						708063 Total	**$3,245.85**
708064	9/5/2024	1245	SO CALIF EDISON	700875956625 Aug		Electricity costs 7/24-8/21/2024	$122.37
						708064 Total	**$122.37**

CITY OF LOMA LINDA
VOUCHER LIST
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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708065	9/5/2024	7474	REYNALDO FERNANDEZ	090724		DJ Service for Ballroom Dance 09/07	$100.00
						708065 Total	**$100.00**
708066	9/10/2024	29	AGUA MANSA PROPERTIES, INC.	59074	1250048	Concrete recycling 8/22	$320.00
						708066 Total	**$320.00**
708067	9/10/2024	6107	APOLLO WOOD RECOVERY, INC.	27661S	1250273	Playground wood fiber for Digneo Park	$962.75
						708067 Total	**$962.75**
708068	9/10/2024	7458	ASCENT AVIATION GROUP INC	M312371	1250261	Support and cellular service - Corp Yard	$183.18
						708068 Total	**$183.18**
708069	9/10/2024	3833	ATKINSON, ANDELSON, LOYA, RUUD, & ROMO	722754	1250053	HR legal fees July 2024	$9,637.96
						708069 Total	**$9,637.96**
708070	9/10/2024	1400	BOOT BARN 4 SAN BERNARDINO	INV00395396	1250305	Boot Barn Uniform Allowance Purchases	$2,499.44
						708070 Total	**$2,499.44**
708071	9/10/2024	5390	CALIFORNIA HIGHWAY ADOPTION CO	824137	1250009	Maint of southside I10 Fwy ramp @ Mt	$350.00
				824138		Maint of southside I10 Fwy ramps @ Mt	$750.00
						708071 Total	**$1,100.00**
708072	9/10/2024	7540	CARL WARREN & COMPANY LLC	CWC-2045688	1250310	Damage claim recovery fee per	$2,593.01
				CWC-2045755		Damage claim recovery fee per	$1,200.31
						708072 Total	**$3,793.32**
708073	9/10/2024	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	0212906071424	1250168	Srvc-STA252 acct 84484005302120906 7/14-8/13/24	$34.95
						708073 Total	**$34.95**

CITY OF LOMA LINDA
VOUCHER LIST
9/10/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708074	9/10/2024	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	188772001081424	1250168	Srvc STA252 Acct 188772001 8/14-9/13/2024	$34.95
						708074 Total	**$34.95**
708075	9/10/2024	4397	CHEMPAK	124364	1250060	Vehicle washing products	$233.60
						708075 Total	**$233.60**
708076	9/10/2024	7460	CINTAS CORPORATION NO. 3	4202191820	1250206	HazMat compliant uniforms & shop towel	$46.75
				4202900781		HazMat compliant uniform & shop towel	$46.75
						708076 Total	**$93.50**
708077	9/10/2024	7299	CLEARGOV INC.	2024-15033	1250174	ClearGov Digital Budget Book 2024-2025	$7,184.25
						708077 Total	**$7,184.25**
708078	9/10/2024	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1053535	1250066	Street dept voltage tester	$53.23
				6903-1053328		Light and lamp	$662.94
						708078 Total	**$716.17**
708079	9/10/2024	5762	CORE & MAIN LP	V443219	1250069	Copper tubing & fittings for sewer lift	$2,055.87
				V496979		Items for sewer lift station	$1,808.82
						708079 Total	**$3,864.69**
708080	9/10/2024	236	COSTCO WHOLESALE	6/31/51	1250296	Water for crews and wire racks for Parks	$718.36
						708080 Total	**$718.36**
708081	9/10/2024	7290	DANNY ELLIS	0001275107	1250073	Duplicate keys for facilities & parks	$38.06
						708081 Total	**$38.06**

CITY OF LOMA LINDA
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9/10/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708082	9/10/2024	7366	DENNIS GRUBB & ASSOCIATES	002-32332	1250203	Fire Prevention Plan Check srvcs August	$2,740.00
						708082 Total	**$2,740.00**
708083	9/10/2024	3339	DIAMONDBACK FIRE/RESCUE	26395	1250304	NY Roof hooks 6' with ram knob	$145.46
						708083 Total	**$145.46**
708084	9/10/2024	331	FAIRVIEW FORD SALES, INC.	117445	1250080	Charge air cooler hose & oil filter	$186.81
				116458		City horn	$44.15
				116481		Kit, blade, & motor craft	$144.37
						708084 Total	**$375.33**
708085	9/10/2024	212	FLEET SERVICES, INC.	05P117027	1250291	Fleet Shop supplies & Vehicle Inspection	$621.16
						708085 Total	**$621.16**
708086	9/10/2024	5256	FLYERS ENERGY, LLC	24-172452	1250084	Fuel delivery 08/28 PW Dept	$2,052.14
				24-172568		DSL Delivery for PW Dept 08/28	$2,423.91
				24-172453		Fire Dept Fuel delivery 8/28/2024	$1,679.41
						708086 Total	**$6,155.46**
708087	9/10/2024	7325	GCI CONSTRUCTION, INC	1274	1250213	Install Pre-packed Sewer Pump Station	$142,880.00
						708087 Total	**$142,880.00**
708088	9/10/2024	389	GRAINGER, INC.	9208547894	1250090	Strainers for Richardson #6 Chlorinator	$94.35
						708088 Total	**$94.35**
708089	9/10/2024	5458	HIRSCH PIPE & SUPPLY	9711410	1250094	Toilet seat for Elmer Digneo Park	$26.20
						708089 Total	**$26.20**
708090	9/10/2024	7032	JOHN ARTHUR MAY	1507	1250070	Mtg re: dual zone operation & speed	$480.00
						708090 Total	**$480.00**

CITY OF LOMA LINDA
VOUCHER LIST
9/10/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708091	9/10/2024	3207	KYLE CRECELIUS	St&ICEMA8/24Crecelliu		State & ICEMA certs reimbursement	$320.00
						708091 Total	**$320.00**
708092	9/10/2024	6172	LEOTEK ELECTRONICS USA, LLC	4115003180	1250188	Cobrahead LED Streetlights	$4,848.75
						708092 Total	**$4,848.75**
708093	9/10/2024	1733	LOWE'S COMPANIES, INC.	92938	1250110	Outlet covers for Community Room	$2.71
				94972		Utility knives	$57.77
				94978		PVC Glue	$16.00
				77858		Ant killer	$18.53
				77386		Wasp/hornet killer	$10.29
				98465 8-22-24		Ground straight electrical plugs (9)	$171.85
				71195 8-23-24		Industrial large fan for App Bay area	$154.96
				80133		Invisible glass, hook up, cloths, & swiper	$103.07
				978642		Coupling, adapter, & pipe	$5.68
				80900		Solar spot lights	$371.66
				80904		Utility knife	$10.31
				979015-NOPPMV		Replacement range hood for STA251	$1,556.93
				996472-NMQQBW		Grip pads	$28.45
				993176-NMMEQR		Trash bags and cable ties	$62.86
				83603		Water for distribution & crack seal	$152.60
						708093 Total	**$2,723.67**
708094	9/10/2024	1566	MALLORY SAFETY & SUPPLY, LLC	5964195	1250111	Leather gloves & safety glasses	$337.05
						708094 Total	**$337.05**
708095	9/10/2024	2099	MCCROMETER, INC.	8004735	1250044	Sewer Flow Meter Monitoring Srv Aug	$1,170.00
						708095 Total	**$1,170.00**

CITY OF LOMA LINDA
VOUCHER LIST
9/10/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708096	9/10/2024	7088	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,	84071477	1250116	Employee Physicals for C. Montes	$45.00
						708096 Total	**$45.00**
708097	9/10/2024	7176	ODP BUSINESS SOLUTIONS, LLC	378753314001	1250117	Folders, Letter Opener, Creamers - CD	$92.96
				379961810001		Clock, Batteries, Labels- CD	$62.35
				379148489001		Adding machine paper, label tape	$91.53
				377801101001		Receipt paper rolls	$74.89
				378281296001		Binder & index cards	$26.06
				378267977001		Gel keyboard wrist	$30.70
				378283129001		Single pocket wall file	$49.66
				378263203001		Sweetener/sugar, coffee cups, tape, &	$126.48
						708097 Total	**$554.63**
708098	9/10/2024	7282	ORKIN SERVICES OF CALIFORNIA, INC.	266808562	1250165	Ear wig abatement srvc for STA251	$135.00
				263362327	1250166	Pest control Svc Station 251 8/22/2024	$169.99
				263361237		Pest control Svc STA 252 8/22/2024	$139.99
						708098 Total	**$444.98**
708099	9/10/2024	2087	PACIFIC PRODUCTS & SRVS, LLC	34493	1250278	U-Channel poles for street signs	$501.04
						708099 Total	**$501.04**
708100	9/10/2024	1592	PHOENIX GROUP INFORMATION SYST	072024903	1250306	Parking Permit Management July 2024	$832.25
				072024143	1250308	Delinquent parking ticket prmg July 2024	$426.28
				0720241143	1250307	Code & Animal Admin Cite collection July	$102.64
						708100 Total	**$1,361.17**
708101	9/10/2024	5772	QUINN COMPANY	WOA00057168	1250042	Repair water distributions 420F backhoe	$4,151.74
						708101 Total	**$4,151.74**

CITY OF LOMA LINDA
VOUCHER LIST
9/10/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708102	9/10/2024	7306	ROADPOST USA INC	RU08369158	1250171	Iridium Satellite Service 8/25 to	$669.50
						708102 Total	**$669.50**
708103	9/10/2024	266	ROBBINS & HOLDAWAY	00-1006-03-46937	1250131	July Legal services-Personnel	$800.00
				00-1006-04-46938		July Legal services - Public Safety	$140.00
				00-1006-06-46940		July Legal services Finance	$2,660.00
				00-1006-12-46942		July Legal services Misc	$325.00
				00-1006-01-46935		July Legal services - CC Mtg Gen Matters	$1,500.00
				00-1006-46934		July Legal services - LLGen City Matters	$2,780.00
				00-1006-02-46936		July Legal services Com Dev	$1,160.00
				00-7200-46945		July Legal Srvs Special Counsel Srvs	$300.00
						708103 Total	**$9,665.00**
708104	9/10/2024	7127	SCA OF CA, LLC	158552PS	1250200	Street Sweeping Srvs Aug 2024	$6,094.08
						708104 Total	**$6,094.08**
708105	9/10/2024	3698	SCOTT ZEHM	08212024	1250007	City Hall Fountain Maintenance Svc Aug	$150.00
						708105 Total	**$150.00**
708106	9/10/2024	451	SITEONE LANDSCAPE SUPPLY, LLC	145153949-001	1250138	Oscillating hoe for weeds	$21.34
				144903800-001		Sun hats	$69.14
				145164333-001		Pitch fork & scoop shovel	$152.87
				145198149-001		Rain bird, PVC, node, & reducers	$583.62
				145228466-001		Couplings, elbow, pump, flag, & pipes	$173.40
				145227622-001		PVC Reducer	$2.86
				145279372-001		Rain bird valves	$266.99
				145279593-001		Starter kit & irrigation pump	$296.77
				145292163-001	1250311	Artificial turf & turf nails for medians	$2,825.68
						708106 Total	**$4,392.67**

CITY OF LOMA LINDA
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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708107	9/10/2024	7245	SOUTH COAST LIGHTING & DESIGN	S-500760	1240667	Seven Street Light Poles w/Mast Arms	$22,914.12
						708107 Total	**$22,914.12**
708108	9/10/2024	1356	STAPLES BUSINESS ADVANTAGE	6009014647	1250139	Pens, K-Cups, & staple refill	$142.90
				6009467635		Tissues, cups	$78.37
				6009014645		Tape, binder clips, envelopes	$42.29
						708108 Total	**$263.56**
708109	9/10/2024	237	THE COUNSELING TEAM, INC.	INV101399	1250170	Behavior health & wellness srvc Sept	$800.00
						708109 Total	**$800.00**
708110	9/10/2024	1977	VULCAN MATERIALS	1604738	1250152	Sand & gravel for Water Dist. Dept.	$1,312.14
				1634414		A/C Patches	$262.65
						708110 Total	**$1,574.79**
708111	9/10/2024	1917	WILBUR E & JUNE PURVIS	14958	1250156	1 Gal bar	$48.49
				14901		Labor for sharpening chains	$36.00
						708111 Total	**$84.49**
708112	9/10/2024	4353	WITTMAN ENTERPRISES, LLC	2407069	1250163	Medical billing srvcs FY 24/25 July 2024	$958.22
						708112 Total	**$958.22**
						Grand Total	**$506,867.66**

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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
496931	8/20/2024	454	MissionSquare	2024082000496931		457 Plan Contributions-07/28 through 08/10/2024	$21,537.22
102705422	8/8/2024	771	PERS	1002705422/23/24/25		Retirement Contributions-06/30 through 07/13/2024	$71,272.23
102719704	8/27/2024	771	PERS	1002719704/05/06/07		Retirement Contributions-07/14 through 07/27/2024	$71,473.31
102701951	8/9/2024	773	PERS	1002701951		Health Insurance Premium-August 2024	$73,257.87

Total Wires:	$237,540.63
Total Checks (Total from previous page):	$506,867.66
Grand Total =	$744,408.29

PAYROLL: 08/29/2024 $485,420.07

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.708046 through 708112 and wire nos. 496931,102705422, 102719704 & 102701951 for a total disbursement of $744,408.29 and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

Sonia Fabela, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on September 24, 2024 and the City Treasurer is to pay except as noted.

Phillip Dupper, Mayor

CITY OF LOMA LINDA
VOUCHER LIST
9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708113	9/11/2024	110	BURTRONICS BUSINESS SYSTEM	AR117778	1250057	CN11098-01 09/01/2024-09/30/2024	$164.06
				AR117746		CN10872-01 charge for the 9/13/24 to 10/12/24	$61.55
						708113 Total	**$225.61**
708114	9/11/2024	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	188776801081424	1250168	Acct # 188776801 7/18-8/17/24 & 8/18-9/17/24	$277.05
						708114 Total	**$277.05**
708115	9/11/2024	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	231334701090124		2nd Fiber Line Acct#231334701 08/01-08/31	$3,584.49
						708115 Total	**$3,584.49**
708116	9/11/2024	5502	FRONTIER COMMUNICATIONS	9097991480 Sep 24		Phone costs Senior Center Fire Alarm 8/28-9/27/24	$121.91
						708116 Total	**$121.91**
708117	9/11/2024	5502	FRONTIER COMMUNICATIONS	9097998149 Sep 24		Phone costs Fire Station#1 8/25-9/24/2024	$288.11
						708117 Total	**$288.11**
708118	9/11/2024	5502	FRONTIER COMMUNICATIONS	9097963838 Sep 24		Phone costs 8/22-9/21/2024	$131.38
						708118 Total	**$131.38**
708119	9/11/2024	5502	FRONTIER COMMUNICATIONS	9097990759 Sep 24		Phone costs Fire Station#252 9/1-9/30/24	$59.35
						708119 Total	**$59.35**
708120	9/11/2024	5502	FRONTIER COMMUNICATIONS	9097997651 Sep 24		Phone costs 9/1-9/30/2024	$54.30
						708120 Total	**$54.30**
708121	9/11/2024	5375	LEVEL 3 COMMUNICATIONS, LLC	700709807	1250219	Bandwidth Service 08/17-09/16/24 Acct#260960	$4,779.56
						708121 Total	**$4,779.56**
708122	9/11/2024	7422	SARA GARCIA-BARRERA	RefundSaraG		Refund Sep24 Life Ins Prem-Coverage was terminated	$14.54
						708122 Total	**$14.54**
708123	9/11/2024	7083	SELF INSURED SERVICES COMPANY	15210 Life Sep 24		Life Insurance Premium September 2024	$530.04
						708123 Total	**$530.04**

CITY OF LOMA LINDA
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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708124	9/11/2024	1245	SO CALIF EDISON	700458638878 Aug 24		Electricity costs 7/29-8/26/2024	$4,038.17
				700546567358 Aug 24		Electricity costs 7/29-8/26/2024	$25.06
				700075919924 Aug 24		Electricity costs 7/30-8/27/2024	$51.45
				700452547783 Aug 24		Electricity costs 7/30-8/27/2024	$56.36
				700142439793 Aug 24		Electricity costs 7/30-8/27/2024	$126.55
				700394531780 Aug 24		Electricity costs 7/30-8/27/2024	$155.97
				700570670141 Aug 24		Electricity costs 7/30-8/27/2024	$151.64
				700796906978 Aug 24		Electricity costs 7/31-8/28/2024	$144.10
				700011104827 Aug 24		Electricity costs 7/31-8/28/2024	$139.32
				700192550906 Aug 24		Electricity costs 7/31-8/28/2024	$10.27
				700548764612 Aug 24		Electricity costs 7/31-8/28/2024	$173.64
				700237930435 Aug 24		Electricity costs 8/1-8/29/2024	$68.17
				700605303585 Aug 24		Electricity costs 8/1-8/29/2024	$19.75
				700848022443 Aug 24		Electricity costs 8/1-8/29/2024	$49.53
				700666425814 Aug 24		Electricity costs 8/1-8/29/2024	$7.55
				700556225427 Aug 24		Electricity costs 8/1-8/29/2024	$48.35
				700242318673 Aug 24		Electricity costs 8/1-8/29/2024	$43.86
				700547438439 Aug 24		Electricity costs 8/1-8/29/2024	$71.36
				700072821984 Aug 24		Electricity costs 8/1-8/29/2024	$172.81
				700875992189 Aug 24		Electricity costs 8/1-8/29/2024	$128.12
				700228294695 Aug 24		Electricity costs 7/29-8/26/2024	$23,461.97
						708124 Total	**$29,144.00**
708125	9/11/2024	1261	THE GAS COMPANY	14642464003 Aug 24		Gas costs 7/30-8/29/2024	$41.40
				10232459007 Aug 24		Gas costs 7/31-8/30/2024	$19.49
				10022459001 Aug 24		Gas costs 7/31-8/30/2024	$50.78
				06872460008 Aug 24		Gas costs 7/31-8/30/2024	$57.04
						708125 Total	**$168.71**
708126	9/11/2024	26	VERIZON WIRELESS	9972626424 Aug 24		SCADA Modem for sewer lift station 7/29-8/28/2024	$38.01
						708126 Total	**$38.01**
708127	9/11/2024	26	VERIZON WIRELESS	9972626423 Aug 24		City-wide cell phone service 7/29-8/28/2024	$3,146.63
						708127 Total	**$3,146.63**

CITY OF LOMA LINDA
VOUCHER LIST
9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708128	9/12/2024	4197	C.A.P.F.	ID0230191-Sept 2024		Long Term Disability-September 2024	$855.50
						708128 Total	**$855.50**
708129	9/12/2024	3881	SB CO PROFESSIONAL FIREFIGHTER	August-2024		Dues Collected for August 2024	$3,680.60
						708129 Total	**$3,680.60**
708130	9/12/2024	7083	SELF INSURED SERVICES COMPANY	15237		Life and Disability Insurance Premium-Sept 2024	$4,014.35
						708130 Total	**$4,014.35**
708131	9/12/2024	7393	TEAMSTERS LOCAL 1932	August 2024		PAEA Dues Collected for August 2024	$647.06
						708131 Total	**$647.06**
708132	9/12/2024	7393	TEAMSTERS LOCAL 1932	August 2024 PW		Dues Collected for August 2024	$1,446.88
						708132 Total	**$1,446.88**
708133	9/12/2024	3294	US POSTAL SERVICE	Request 9/11/2024		Postage for Mtr Acct#47718562	$1,000.00
						708133 Total	**$1,000.00**
708134	9/17/2024	5502	FRONTIER COMMUNICATIONS	9097964692 Sep 24		Phone costs Corp Yard Intrusion 9/4-10/3/24	$118.51
						708134 Total	**$118.51**
708135	9/17/2024	5502	FRONTIER COMMUNICATIONS	9094785042 Sep 24		Phone costs Cole House Fire Alarm 9/4-10/3/2024	$183.46
						708135 Total	**$183.46**
708136	9/17/2024	1245	SO CALIF EDISON	700228421001 Aug 24		Electricity costs 7/15-8/12/2024	$1,325.77
				700546694670 Aug 24		Electricity costs 8/2-9/2/2024	$204.01
				600000500568 Aug 24		Electricity costs 8/1-8/29/2024	$3,146.00
				700252505390 Aug 24		Electricity costs 8/2-9/2/2024	$151.41
				700475961967 Aug 24		Electricity costs 8/2-9/2/2024	$109.83
				700620742955		Electricity costs 8/6-9/4/2024	$216.00
				700012556793 Aug 24		Electricity costs 8/6-9/4/2024	$24.09
				700125316869 Aug 24		Electricity costs 8/6-9/4/2024	$76.42
				700123951189 Aug 24		Electricity costs 8/6-9/4/2024	$54.59
				700124018786 Aug 24		Electricity costs 8/6-9/4/2024	$87.11
				700327588141 Aug 24		Electricity costs 8/6-9/4/2024	$79.52
				700044797169 Aug 24		Electricity costs 8/7-9/5/2024	$72,171.07
				700023837085 Aug 25		Electricity costs 8/7-9/5/2024	$23,264.85

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9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				700303221438 Aug 24		Electricity costs 8/7-9/5/2024	$122.23
				700577818031 Aug 24		Electricity costs 8/7-9/5/2024	$20,392.05
				700491039205		Electricity costs 8/7-9/5/2024	$13,962.00
				700396836845 Aug 24		Electricity costs 8/7-9/5/2024	$23,834.94
				700165738789 Aug 24		Electricity costs 8/7-9/5/2024	$782.02
				700063569396 Aug 24		Electricity costs 8/7-9/5/2024	$2,362.71
				700280676618 Aug 24		Electricity costs 8/5-9/3/2024	$71.51
				700441458865 Aug 24		Electricity costs 8/5-9/3/2024	$118.81
				700402406564 Aug 24		Electricity costs 8/5-9/3/2024	$115.38
				700357831327 Aug 24		Electricity costs 8/2-9/2/2024	$75.17
				700448473884 Aug 24		Electricity costs 8/2-9/2/2024	$21.28
				700010613157 Aug 24		Electricity costs 8/2-9/2/2024	$109.68
				700010396020 Aug 24		Electricity costs 8/2-9/2/2024	$134.81
				700619645542 Aug 24		Electricity costs 8/2-9/2/2024	$7.69
				700630870058 Aug 24		Electricity costs 8/2-9/2/2024	$260.97
				700371011405 Aug 24		Electricity costs 8/2-9/2/2024	$5,669.25
				700571294375 Aug 24		Electricity costs 8/2-9/2/2024	$80.09
				700411454240 Aug 24		Electricity costs 8/2-9/2/2024	$3,620.38
				700619667467 Aug 24		Electricity costs 8/2-9/2/2024	$151.61
				700337902271 Aug 24		Electricity costs 8/2-9/2/2024	$216.32
				700491050723		Electricity costs 8/2-9/2/2024	$394.92
				700350988278 Aug 24		Electricity costs 8/1-8/31/2024	$7,127.80
				700180303341 Aug 24		Electricity costs 8/2-9/2/2024	$92.16
				700123802154 Aug 24		Electricity costs 8/2-9/2/2024	$761.72
				700620519956 Aug 24		Electricity costs 8/2-9/2/2024	$3,119.59
				700125053252 Aug 24		Electricity costs 8/6-9/4/2024	$49.21
				700125145505 Aug 24		Electricity costs 8/6-9/4/2024	$126.68
				700625935485 Aug 24		Electricity costs 8/6-9/4/2024	$69.70
				700077110701 Aug 24		Electricity costs 8/6-9/4/2024	$110.17
				700542818815 Aug 24		Electricity costs 8/6-9/4/2024	$15.07
				700533422444 Aug 24		Electricity costs 8/6-9/4/2024	$92.57
				700162747250 Aug 24		Electricity costs 8/6-9/4/2024	$1,166.91
				700237491915 Aug 24		Electricity costs 8/6-9/4/2024	$130.78
				700030769656 Aug 24		Electricity costs 8/2-9/2/2024	$191.06
				700281250130 Aug 24		Electricity costs 8/2-9/2/2024	$80.63
				700377436138 Aug 24		Electricity costs 8/6-9/4/2024	$200.76
				700004740213 Aug 24		Electricity costs 8/5-9/3/2024	$545.80

CITY OF LOMA LINDA
VOUCHER LIST
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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
						708136 Total	**$187,295.10**
708137	9/17/2024	1245	SO CALIF EDISON	700164228320 Aug 24		Electricity costs 8/5-9/3/2024	$2.90
				700157750235 Aug 24		Electricity costs 8/5-9/3/2024	$0.72
				700491092452 Aug 24		Electricity costs 8/5-9/3/2024	$7.69
				700540416245 Aug 24		Electricity costs 8/2-9/2/2024	$6.10
				700142501532 Aug 24		Electricity costs 8/2-9/2/2024	$3.19
				700044573766 Aug 24		Electricity costs 8/2-9/2/2024	$5.05
				700030754805 Aug 24		Electricity costs 8/2-9/2/2024	$4.18
						708137 Total	**$29.83**
708138	9/24/2024	4554	ALTERNATIVE HOSE, INC.	6092229	1250050	Hose assembly & O-Ring	$207.40
						708138 Total	**$207.40**
708139	9/24/2024	5174	BRENT BILLINGSLEY	1399	1250054	Chlorine tablets for wells Aug 2024	$5,137.54
				1413		Chlorine tablets for wells Sept 2024	$5,137.54
						708139 Total	**$10,275.08**
708140	9/24/2024	832	CALIFORNIA JPIA	ENVIR01328	1250320	Pollution Liability Ins. Program 2024-2025	$6,028.00
						708140 Total	**$6,028.00**
708141	9/24/2024	7540	CARL WARREN & COMPANY LLC	CWC-2046656	1250327	Professional services for Claim #3073206	$1,000.00
				CWC-2047221		Professional services for Claim #3073083	$191.84
						708141 Total	**$1,191.84**
708142	9/24/2024	2679	CCH, INC.	4806129337	1250186	Governmental GAAP Guide 2025 & Freight	$915.23
						708142 Total	**$915.23**
708143	9/24/2024	7460	CINTAS CORPORATION NO. 3	4204230800	1250206	HazMat compliant uniforms & shop towel rentals 9/5	$46.75
				4203613961		HazMat compliant uniforms & shop towel rental 8/29	$46.75
						708143 Total	**$93.50**
708144	9/24/2024	840	CITY OF SAN BERNARDINO	90878-00 Sept 2024	1250062	1516 Gould St 8/1/24 - 9/3/24	$53.59
				132-00 Aug 2024		1415 Richardson St 8/2/24 - 9/4/24	$4,850.99
						708144 Total	**$4,904.58**

CITY OF LOMA LINDA
VOUCHER LIST
9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708145	9/24/2024	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1053808	1250066	Street light photo cells	$344.52
						708145 Total	**$344.52**
708146	9/24/2024	5762	CORE & MAIN LP	V418109	1240829	Meter gaskets, barrel lock keys, meter coversw/lid	$2,656.76
				V505327	1250069	Swing check valve	$1,046.18
				V505937		Sewer lift stations & pipe	$2,110.83
				V504233		PVC pipe & fittings for sewer lift station	$986.45
				V504910		Items for sewer lift stations	$1,511.41
				V568844		Parts for sewer lift-station job	$52.28
				V543713		Parts for sewer lift station job	$128.00
						708146 Total	**$8,491.91**
708147	9/24/2024	1279	DAILY JOURNAL CORPORATION	B3844109	1250071	Publish Ord 781 - Lift Ban on Drive Through	$312.80
						708147 Total	**$312.80**
708148	9/24/2024	2358	DANIEL DRUMMOND	111-8697150		Uniform allowance reimb for Dickies shorts	$91.32
						708148 Total	**$91.32**
708149	9/24/2024	7290	DANNY ELLIS	0000249960	1250073	Labor for door closer & trip charge	$404.70
				0001275426		Duplicate keys replacement	$38.27
				0001275474		Lubricant, duplicate keys, & stamp keys	$58.88
						708149 Total	**$501.85**
708150	9/24/2024	7550	DISSANAYAKE, VINODINEE	21441		UB 993766226 25734 SUNRISE	$96.83
						708150 Total	**$96.83**
708151	9/24/2024	2179	ENGINEERING RESOURCES OF	60656	1230692	Contract for Inspections & Project Mgt CIP20-656	$29,815.00
						708151 Total	**$29,815.00**
708152	9/24/2024	325	EWING IRRIGATION PRODUCTS	23186923	1250078	Pesticides for parks	$439.71
						708152 Total	**$439.71**
708153	9/24/2024	3197	KALMIKOV ENTERPRISES, INC	0102W20495	1250322	New Fog lighting system for BE251	$4,658.38
				0102W20343	1250082	Troubleshoot & repair BE251 AC system	$1,100.39
						708153 Total	**$5,758.77**

CITY OF LOMA LINDA
VOUCHER LIST
9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
708154	9/24/2024	5256	FLYERS ENERGY, LLC	24-181044	1250084	Fuel delivery for PW Dept		$2,866.40
							708154 Total	**$2,866.40**
708155	9/24/2024	7286	GENUINE PARTS COMPANY	148995	1250089	Battery for PD 247		$132.72
				149091		Air filters		$41.30
				149090		Battery warranty		-$164.65
				148785		Gallon of antifreeze		$302.64
				149327		Radiatior		-$288.68
				149329		Battery & warranty		-$105.70
				149022		Spray paint white/black & primer		$55.30
				149689		Oil, air and cabin filter for fire truck		$39.20
				149567		Forklift service parts		$50.97
				149688		Oil filter for CM 281		$11.20
				149435		Starting fluid		$468.23
							708155 Total	**$542.53**
708156	9/24/2024	389	GRAINGER, INC.	9236399649	1250090	Type 3 safety vest & hip boots for fountain repair		$90.41
							708156 Total	**$90.41**
708157	9/24/2024	5458	HIRSCH PIPE & SUPPLY	9725031	1250094	Urinal kit		$52.63
				9727822		Coupling, galvanized tee & brushing		$36.36
							708157 Total	**$88.99**
708158	9/24/2024	435	HOME DEPOT CREDIT SERVICES	7584895	1250095	Vinyl fence parts for Veteran's Pk		$1,060.58
				9484234		Velcro for pesticide labels		$17.19
							708158 Total	**$1,077.77**
708159	9/24/2024	2769	HOUSTON AND HARRIS PCS, INC.	24-26220	1250309	Confined Space entry to remove concrete		$2,221.25
							708159 Total	**$2,221.25**
708160	9/24/2024	3400	INFOSEND, INC.	270094	1250269	FY 2024-2025 Utility bill printing & mailing		$1,939.74
							708160 Total	**$1,939.74**
708161	9/24/2024	1728	INLAND LIGHTING SUPPLIES, INC.	289826	1250097	Street light bulbs		$168.56
							708161 Total	**$168.56**

CITY OF LOMA LINDA
VOUCHER LIST
9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708162	9/24/2024	7538	J. OROZCO ENTERPRISES, INC.	28301	1250289	Landscape Maintenance in the LMD Area Aug	$26,880.77
				28322	1250317	Misc Landscape repairs in LMD area Aug	$884.00
						708162 Total	**$27,764.77**
708163	9/24/2024	7547	JESSICA DELA CRUZ	090124		1-Hr refund for 09/01 CR Rental: loss of time	$30.00
						708163 Total	**$30.00**
708164	9/24/2024	2023	JOSEPH E BONADIMAN & ASSOCIATE	4944 D	1250212	Construction staking Pre-pkg Sewer Station 21-511	$2,927.50
						708164 Total	**$2,927.50**
708165	9/24/2024	7544	JUAN CARLOS BELLIARD	JC_03-05-24_Election		Refund of Candidate Stmt Fee of 3-5-24 Election	$15.00
						708165 Total	**$15.00**
708166	9/24/2024	2986	KATHY CAMPS	23922	1250331	Reflective black cut vinyl decals with mask (3)	$54.38
						708166 Total	**$54.38**
708167	9/24/2024	6071	KELLERMEYER BERGENSONS SERVICE	INVS040208	1250196	Janitorial Svcs for City bldgs & Cole House Sept	$8,430.37
				INV90003437785	1250197	Community Room Cleaning for Aug	$750.00
						708167 Total	**$9,180.37**
708168	9/24/2024	7417	LIEBERT CASSIDY WHITMORE	275568	1250105	Legal Services for Aug 2024	$517.50
						708168 Total	**$517.50**
708169	9/24/2024	2045	LOMA LINDA HEATING & AIR CONDITIONING, INC.	14199348	1250107	Replace transformer & controls for Pump #6	$2,896.00
				14116637	1250234	HVAC Maint for Mt View #6	$158.98
				14117274		HVAC Maint for Richardson #3 8/28	$76.03
				14119196		HVAC Maint for Richardson #5 8/28	$83.04
				14117685		HVAC Maint for Mt. View #3	$83.05
				14117023		HVAC Maint for Richardson #6 9/3	$76.03
				13983643	1250231	HVAC Maint at 1119 Earp 9/3	$82.00
						708169 Total	**$3,455.13**
708170	9/24/2024	6242	LOMA LINDA UNIVERSITY	CY 2023		CY 2023 Staffing Supp Police Agrmnt-sales tax cred	$1,561,622.00
						708170 Total	**$1,561,622.00**

CITY OF LOMA LINDA
VOUCHER LIST
9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708171	9/24/2024	1733	LOWE'S COMPANIES, INC.	85778	1250110	Bins to organize irrigation room	$376.47
				72444 09-04-24		Concrete for distribution	$239.33
				71622		Sidelock & chain	$17.82
				85711		Plumbing repair for North Fountain	$88.25
				99280		Clorox smart strips	$15.48
				89262		Cleaning supplies, tools, & brush	$114.32
						708171 Total	**$851.67**
708172	9/24/2024	2875	LYNN MERRILL & ASSOCIATES, INC.	FY 25-1	1250313	Consulting fees for NPDES July	$572.51
				FY 25-2		Consulting fees for NPDES Aug 2024	$95.65
						708172 Total	**$668.16**
708173	9/24/2024	2498	MICHAEL SEPULVEDA	ST&ICEMASepulve9-24		State paramedic & ICEMA licenses reimbursement	$320.00
						708173 Total	**$320.00**
708174	9/24/2024	6059	NICHOLAS MARZULLO	12326	1250257	Window trim for 4 existing windows @ Corp Yard	$7,375.00
						708174 Total	**$7,375.00**
708175	9/24/2024	7193	O'REILLY AUTO ENTERPRISES, LLC	6160-223192	1250118	Floor dry absorbent	$77.54
						708175 Total	**$77.54**
708176	9/24/2024	7176	ODP BUSINESS SOLUTIONS, LLC	378267977003	1250117	Wave mouse pen pad	$15.53
						708176 Total	**$15.53**
708177	9/24/2024	7282	ORKIN SERVICES OF CALIFORNIA, INC.	265000873	1250021	Pest control svcs for Sr Center 9/5	$70.99
				265000617	1250032	Pest control services for the Corp Yard 9/5	$90.99
				265000545	1250031	Pest control for Civic Center & Library Aug	$160.99
				263360922		Pest control for Civic Center & Library Aug	$160.99
				265000595	1250022	Pest control svcs for 10466 Richardson Sept	$64.99
						708177 Total	**$548.95**
708178	9/24/2024	7287	PAYMENTUS CORPORATION	INV-15-151946	1250312	2024-2025 IVR Payment processing July 2024	$1,244.47
				INV-15-153087		2024-2025 IVR Payment processing Aug 2024	$1,297.00
						708178 Total	**$2,541.47**

CITY OF LOMA LINDA
VOUCHER LIST
9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708179	9/24/2024	6153	QUADIENT LEASING USA, INC.	Q1500779	1250000	LEASE N22042802 FOLDER/INSERTER/E-CERTIFY FY24-25	$1,116.82
						708179 Total	**$1,116.82**
708180	9/24/2024	7450	R & J CONSTRUCTION LLC	260	1250298	Mt View Well #5 Weed Abatement, irrigation	$2,500.00
						708180 Total	**$2,500.00**
708181	9/24/2024	7543	RHONDA SPENCER-HWANG	RH_03-05/24_Election		Refund Candidate Stmt Fee for 3/5/24 Election	$17.00
						708181 Total	**$17.00**
708182	9/24/2024	266	ROBBINS & HOLDAWAY	00-1006-47072	1250131	Aug Legal Srvs - LL General City Matters	$6,000.00
				00-1006-03-47075		Aug Legal Srvs - Personnel	$920.00
				00-1006-11-47079		Aug Legal Srvs - Claims	$835.00
				00-1006-12-47080		Aug Legal Srvs - Misc.	$680.00
				00-1006-13-47081		Aug Legal Srvs - Public Works	$180.00
				00-7200-47083		Aug Legal Srvs - Special Counsel Srvs	$510.00
				00-1006-01-47073		Aug Legal services - CC Mtg/General Matters	$960.00
				00-1006-02-47074		Aug Legal Srvs - Community Development	$720.00
						708182 Total	**$10,805.00**
708183	9/24/2024	2324	SAN BERNARDINO CO FIRE DEPT	LL225CC	1250035	Annual Household Hazardous Waste Fees Qtr 2	$9,438.64
						708183 Total	**$9,438.64**
708184	9/24/2024	1379	SAN BERNARDINO COUNTY	109308	1250134	Assessor parcel map revisions for Sept 2024	$2.00
						708184 Total	**$2.00**
708185	9/24/2024	7127	SCA OF CA, LLC	158643PS	1250200	Street Sweeping Paralympic Course 7/5/24	$360.00
						708185 Total	**$360.00**
708186	9/24/2024	7047	SHI INTERNATIONAL CORP	B18775580	1250303	Security Camera license renewal FY 24/25	$8,555.52
						708186 Total	**$8,555.52**
708187	9/24/2024	6137	SILVERSTRAND TECHNOLOGIES, INC.	158029	1250023	RTP & Corp Yard Security Alarm Monitoring Sept	$49.98
						708187 Total	**$49.98**
708188	9/24/2024	451	SITEONE LANDSCAPE SUPPLY, LLC	145645583-001	1250138	Rain Bird valve plastic	$63.65
				145718514-001		PVC fittings & parts for irrigation	$508.14

CITY OF LOMA LINDA
VOUCHER LIST
9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				145722754-001		Reaching tool & marking flag	$35.27
				145905671-001		Dripline, pipe cutter, rain bird, flag, & PVC	$153.96
						708188 Total	**$761.02**
708189	9/24/2024	865	SN BERNARDINO CO SHERIFF DEPT	25694	1250209	Sheriff Services-Sep. 2024	$588,967.00
						708189 Total	**$588,967.00**
708190	9/24/2024	5455	SOFTWARE ONE, INC.	US-PSI-1496655	1250218	Microsoft Enterprise License Agreement and release	$37,818.21
						708190 Total	**$37,818.21**
708191	9/24/2024	5849	ST FRANCIS ELECTRIC, LLC	22035372	1250215	Annual Traffic Signal Maint. Contract Aug 2024`	$1,754.76
				22035373	1250216	Misc Traffic Signal Aug 2024	$8,679.44
				22035374		Misc Traffic Signal Repairs @ CA & Citrus	$213.42
						708191 Total	**$10,647.62**
708192	9/24/2024	6003	VEOLIA WTS SERVICES USA, INC.	902863869	1250194	STA251 Deionized wrt tnk reg fees Sept. 2024	$89.92
						708192 Total	**$89.92**
708193	9/24/2024	7413	SYNOPTEK, LLC	1252532	1250184	Security Operations Center (SOC) 2024-2025 Sep	$9,470.58
						708193 Total	**$9,470.58**
708194	9/24/2024	2127	T. JARB THAIPEJR	82024		Lunch w Colton & GT City Managers	$53.71
						708194 Total	**$53.71**
708195	9/24/2024	7199	THE LLOYD PEST CONTROL CO, INC.	8551440	1250198	Gopher control svcs for Hulda Crooks Pk Aug	$300.00
				8551154		Gopher control svcs for BB Fields Aug	$300.00
				8550781		Gopher control svcs for Bryn Mawr Veteran Pk Aug	$200.00
				8558009		Gopher control svcs for Bailey Pk Aug	$200.00
				8558010		Gopher control svcs for Elmer Digneo Aug	$200.00
				8557943	1250028	Gopher control services for Civic Center Aug	$300.00
						708195 Total	**$1,500.00**
708196	9/24/2024	1854	UNDERGROUND SERVICE ALERT OF	24-250517	1250001	Dig Alert State Regulatory Fee 9/1	$32.27
				820240154	1250010	Dig Alert Tickets Aug 2024	$72.90
						708196 Total	**$105.17**

CITY OF LOMA LINDA
VOUCHER LIST
9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708197	9/24/2024	7549	VEDOY'S FIRE & SAFETY INC.	Ref.forFSPR20240018		Refund for permit Fire Permit # FSPR2024-0018	$305.00
						708197 Total	**$305.00**
708198	9/24/2024	1977	VULCAN MATERIALS	1688864	1250152	Agg & asphalt 8/30	$214.24
						708198 Total	**$214.24**
708199	9/24/2024	5500	WEST COAST ARBORISTS, INC.	218872	1250299	Tree/Stump Removal 11750 Martin St (rear on Mt Vie	$6,164.50
				218873	1250286	Prune 29 trees along Lawton Ave	$4,941.60
						708199 Total	**$11,106.10**
708200	9/24/2024	1917	WILBUR E & JUNE PURVIS	14947	1250156	Labor for sharpening chains	$84.00
				14993		Lube hedger spray & 16"" bar	$147.61
						708200 Total	**$231.61**
708201	9/24/2024	1919	WILLDAN	002-32694	1250157	Building Inspection/Plan Check services - Aug 2024	$50,461.39
				002-32522		Building Inspection/Plan Check services. Jul 2024	$28,209.12
						708201 Total	**$78,670.51**
708202	9/24/2024	7328	WILLIAM R. STACY	Rmb-RTOBasics-WStacy		tuition reimbursement for RTO Basics training	$538.75
						708202 Total	**$538.75**
708203	9/24/2024	3968	WINZER FRANCHISE CORPORATION	2471158	1250158	Utility marker safety green	$349.92
						708203 Total	**$349.92**
708204	9/24/2024	5396	ZOLL MEDICAL CORPORATION	4032445	1250244	12-Lead Cardiac monitor Defibrillators equipment	$296,583.34
						708204 Total	**$296,583.34**
						Grand Total	**$3,008,521.60**

CITY OF LOMA LINDA
VOUCHER LIST
9/24/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT

Total Checks (Total from previous page): $3,008,521.60
Grand Total = $3,008,521.60

PAYROLL: 09/12/2024 $527,219.62

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 708113 through 708204 for a total disbursement of $3,008,521.60 and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

Sonia Fabela, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on September 24, 2024 and the City Treasurer is to pay except as noted.

Phillip Dupper, Mayor

City of Loma Linda

Regular City Council Staff Report

Approval of Minutes - July 9, 2024

Approve minutes.

Meeting	Agenda Group	
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar	Item: 3B

To	From
City Council	Lynette Arreola, City Clerk

Approval of Minutes for Regular City Council held on 07-09-2024

Attachments

Regular City Council-07-9-2024-minutesDraft.pdf

Minutes for the Regular City Council

25541 Barton Road, Loma Linda, CA 92354

July 9, 2024, 5:30 PM - July 9, 2024, 11:34 PM

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

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

1. Call to Order

1A. Call to Order- 7:15 PM

The meeting was called to order at 5:30 pm. and immediately convened to Closed Session.

1B. Roll Call-

Staff Present:

T. Jarb Thaipejr, City Manager

Diane Robbins, City Attorney

Lynette Arreola, City Clerk

Sonia Fabela, Finance Director

Lorena Matarrita, Community Development Director

Nicole Campbell, Associate Planner

Nate Boucher, Battalion Chief

Kyle Mac Gavin, Information Systems Manager

Lt. Kaysie Smith, San Bernardino County Sheriff's Department

1C. Closed Session - 5:30 pm- 7:17 PM

City Attorney Robbins stated that the City Council met in Closed Session to discuss Labor Negotiations with Labor Negotiators. She stated that direction was given to the negotiators by the City Council.

1D. Invocation and Pledge of Allegiance - Mayor Dupper- 7:17 PM

Invocation and Pledge of Allegiance were led by Mayor Dupper.

1E. Items to be Added or Deleted- 7:17 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)- 7:18 PM

Mayor Dupper noted that the City will adjourn the meeting in memory of Richard "Dick" Wiley and Joseph Frink. Since he believes the meeting may go late, he wanted to comment on the two gentlemen. He noted Mr. Wiley passed away on July 5 and Mr. Frink passed away on June 13. He noted that both gentlemen were long-time members of the Historic Commission, who cared deeply about the City and the community and both were actively involved with the City. He noted that Mr. Wiley always had great ideas; and Mr. Frink had a passion for the care and upkeep of his ancestral family home, the Frink Adobe. He was very sad to hear of their passing. He asked all to keep their families in their thoughts and prayers.

Raul Colunga, an employee of the City of 22 years with the Community Development and Public Works Departments, stated that he was representing his negotiating group of Public Works, Finance, Code Enforcement, Animal Control, Information Systems, and Administrative staff. After querying the Consumer Price Index for the Inland Empire, the Federal Bureau of Labor Statistics indicated that the inflation rate was about 4% for May. In light of the negotiations, he wanted to convey that whatever is offered in terms of the cost of living agreement that inflation is taken into account. He emphasized that both he and his colleagues are fully committed, putting forth dedication, effort, and energy to deliver exceptional service to the residents of Loma Linda.

Susan Montenero, 25431 Park Ave., complimented Council Member Popescu on comments he made on the budget. She discussed the diversity within her neighborhood, but she expressed concern with safety issues. She suggested that Council members should periodically send notices to residents to introduce themselves and to also offer ordinance information.

1G. Conflict of Interest Disclosure- 7:30 PM

No conflicts or interest were disclosed.

2. Scheduled and Related Items

2A. Council Bill #R-2024-24 - 2024 Spring Weed Abatement Program [Fire]- 7:30 PM

Public Hearing was opened at 7:36 PM and closed at 7:41 PM

Matt Dingman, Fire Inspector/Investigator, presented the 2024 Spring Weed Abatement Program, explaining the weed abatement program and inspection process. He conducted approximately 300 parcel inspections with 248 notices to clean properties. He concluded noting that there were six unpaid invoices of properties that were cleaned by the City's contractor. He recommended approving the assessments and liens on the properties for payment. He responded to general questions by the City Council.

The public hearing was opened.

Sami Beydoun, MTB Inland Empire, LLC, stated that they are appealing the abatement charges for APN 0284-221-15. He noted that they take proactive measures to ensure their property remains compliant with the City Code. He noted that they had contracted the clean-up work with a licensed landscape contractor before the designated due date and have documentation of the clean-up. He was surprised to have received an invoice from the City. He expressed concern about the lack of communication with the City. He is requesting to work with the City regarding this matter. He noted that they paid the fee to the City.

Mr. Dingman stated that he had the documentation and photos of the cleanup by the City's landscape contractor.

Mayor Dupper noted there there was an appeal process with the department. City Attorney Robbins recommended that they pull that particular invoice item from any City Council action and allow staff to work with the owner.

The public hearing was closed.

Motion by Rhodes Rigsby, seconded by Ronald Dailey and passing by a vote of 5-0-0-0-0 to *Approve the Spring 2024 Weed Abatement Report and accounting costs with the exception of Invoice No. 24001, APN 028422115*, to allow staff to work with the property owner on his appeal, and to *Adopt Council Bill No. R-2024-24*:

RESOLUTION NO. 3227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ADOPTING A REPORT AND STATEMENT OF EXPENSES FOR THE SPRING 2024 WEED ABATEMENT PROGRAM AND IMPOSING A LIEN UPON PROPERTY FOR PAYMENT THEREFOR

Mr. Larry Veres stated that he inadvertently missed his opportunity to speak when the public hearing was opened. He thanked the Council for the opportunity to speak. He shared his history with Loma Linda and noted that he has spent much money improving and cleaning his property at 11840 Hollis Ct. He explained that he has had issues with homeless individuals living and damaging his property over the years. He explained that his landscaper maintains the property once a month. He believed that from the time he received the notice from the City and the time his landscaper cleaned up, the City's landscaper cleaned the property. He is appealing the weed abatement fees assessed on his property.

Mayor Dupper reiterated that there is an appeal process with the department and directed Mr. Veres to speak with the City.

City Attorney Robbins explained that the City Council would have to amend the motion to remove Mr. Veres's invoice from the list.

Motion by Rhodes Rigsby to amend the motion to *Approve the Spring 2024 Weed Abatement Report and accounting costs with the exception of Invoice No. 24001, APN 028422115*, AND with the exception of Invoice No. 24002, APN 028109125, to allow staff to work with the property owners on their appeal, and to *Adopt Council Bill No. R-2024-24, Resolution No. 3227, Seconded by Ronald Dailey and* passing by a vote of 5-0-0-0-0.

2B. JOINT MEETING OF THE LOMA LINDA CITY COUNCIL AND HOUSING AUTHORITY REGARDING THE FISCAL YEAR 2024-25 BUDGET - Budget Committee's Recommendations (Continued from June 25, 2024)- 7:45 PM

Public Hearing was opened at 7:45 PM and closed at 8:00 PM

Mayor Dupper called the meeting for the Housing Authority to order at 7:45 p.m.

Gary Nelson, Budget Committee Member, stated that the Committee met and submitted their recommendations in writing to City staff and City Council. In summary, he noted that the City of Loma Linda is very well-run. He commended the city's leadership and employees; however, the Committee expressed concern that the City's expenses are growing faster than its revenue, and; therefore, recommended that additional sources of revenue need to be researched and acted on fairly soon. He

noted that Loma Linda has an extraordinarily tight budget and doesn't see where the City can make any more cuts in positions. The focus must be on bringing in revenue. He is concerned that within the next year or two, the City will have a deficit budget. He noted that the City is running very lean and that having a deficit budget may affect services. He recommended providing public education to the citizens so that they understand that costs are increasing faster than the revenue. He noted that the City has been very proactive in paying down the unfunded liabilities with CalPERS. He noted that Loma Linda has paid down the unfunded liability significantly; more than any other city. They are recommending the City not pay that down any further to save on their expenditure. He noted that there are some items to help the City generate revenue that were discussed at the workshop, such as increasing businesses, installing billboard signs, or increasing the sales tax. He stated that the City has eliminated positions and passed the responsibilities to existing employees to balance the budget. Mr. Nelson stated that if key employees who are responsible for two to three jobs, leave or retire, the City will be faced with the option of either reducing services or hiring additional employees. He emphasized that the Reserves should be used for emergencies and not for operations.

The Budget Committee's recommendations were accepted.

2C. Presentation of Proposed FY 2024-2025 Budget [Finance] (Continued from June 25, 2024)- 8:15 PM

Finance Director Sonia Fabela presented the 2024-2025 Budget, which included the General Fund – Unassigned, Assigned, and Committed, as well as the overall financial status of the City including all funds (General Fund, Enterprise, Special Revenue, Capital, and Debt Services Funds) and the Housing Authority Fund. She highlighted the General Fund's top 7 revenues, emphasizing the percentage of the City's General Fund each revenue item represents and the percentage change between the previous and new fiscal year. Additionally, she analyzed the General Fund Expenditures by departments and the percentage changes between the previous and new fiscal year. She mentioned that in 2023/2024, the City did not have to contribute to unfunded PERS liability due to PERS investments performing well. However, the unfunded liability increased when PERS reduced the discount rate. In summary of the General Fund Total Ending Fund Balance, she explained that the deficit amount of 407,000 from Fiscal Year 2024-25 was covered by fund balance reserves. She also reviewed the beginning and ending Unassigned Fund Balance as well as the Assigned and Committed balances. She noted that the deficit is relatively low compared to what it would be if the City were fully staffed and could afford projects that had to be removed to come close to a balanced budget. She emphasized that rising costs of essential items make it difficult to balance the general fund budget. She provided a spreadsheet showing the potential growth of the deficit if current revenue streams continue with a 2-3 percent increase per year and a modest 3% increase in expenditures each year. Expenditures would outpace the revenue growth. She noted that the reserves will be depleted if the revenue streams do not increase and the City continues to rely on the reserves to cover its deficits. She identified a list of unfunded positions that are not part of the budget but are necessary positions. She also identified a list of unfunded projects that were removed to attempt to reach a balanced budget. She discussed the Housing Authority budget, which had minimal changes. She thanked all departments and staff for their contributions to the 2024/25 Budget.

Finance Director Fabela addressed questions regarding the unfunded position explaining that a total of nine positions would eventually be needed for the new fire station in Area D.

Mayor Dupper emphasized that, with the city's growth, there is a clear need for three fire stations. He expressed concern that the City has been balancing the budget over the years by eliminating positions and adding more responsibilities to existing employees.

Mayor pro tempore Dailey noted that the Council needs to have clear assumptions about the City's future planning and be prepared to make some difficult decisions.

Council Member Spencer-Hwang added that many of the unfunded positions are crucial and needed now, as employees are already juggling multiple job responsibilities. She pointed out that the City Manager is currently wearing six hats, which is not sustainable.

2D. Five-Year Capital Improvement Program (CIP) [Public Works] (Continued from June 25, 2024)- 8:42 PM

City Manager Thaipejr presented the Five-Year Capital Improvement Program, discussing all the street improvements in the upcoming five-year schedule.

Motion by Rhodes Rigsby, seconded Ovidiu Popescu, and passing by a vote of 5-0-0-0-0
to Approve the 5-year Capital Improvement Program for Fiscal Year 2024-25 as presented.

2E. Council Bill #R-2024-18 - A Resolution to Approve the Fiscal Year 2024-2025 Adjusted Appropriations Limit [Finance] (Continued from June 25, 2024)- 8:51 PM

Finance Director Fabela presented the item into evidence, explaining the Adjusted Appropriations Limit.

Motion by Ovidiu Popescu, seconded Rhodes Rigsby, and passing by a vote of 5-0-0-0-0
to Adopt the Council Bill #R-2024-18 - RESOLUTION NO. 3225 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA ADOPTING AN AMENDED CITY APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025 IN ACCORDANCE WITH THE PROVISIONS OF DIVISION 9 OF TITLE 1 OF THE CALIFORNIA GOVERNMENT CODE.

2F. Investment Policy (Continued from June 25, 2024)- 9:06 PM

Finance Director Fabela stated that there were no changes in the Investment Policy, but would do some research with another financial institution. Should there be changes, she would present it to the City Council.

Motion by Ronald Dailey, seconded Rhodes Rigsby, and passing by a vote of 5-0-0-0-0
to Approve the Investment Policy for Fiscal Year 2024-25.

2G. Citizen Option for Public Safety (COPS) Grant Expenditure Plan (Continued from June 25, 2024)- 9:06 PM

Finance Director Fabela presented the report reviewing some of the expenses of the COPS grant for Fiscal Year 2024-25.

Motion by Ronald Dailey, seconded Rhodes Rigsby, and passing by a vote of 5-0-0-0-0
to Approve the Citizen Option for Public Safety (COPS) Grant Expenditure Plan for Fiscal Year 2024-25.

2H. Council Bill #R-2024-20 - Adopt Resolution to approve the Wildland Fire Protection Contract #3CA06941 between the California Department of Forestry and Fire Protection (CAL FIRE) and the City of Loma Linda for $107,254.21 for Fiscal Year 2024-2025 and authorize the Mayor or Mayor pro tempore to sign the contract pursuant to Government Code 40601 (Continued from June 25, 2024)- 9:07 PM

There was no discussion.

Motion by Ovidiu Popescu, seconded Rhodes Rigsby, and passing by a vote of 5-0-0-0-0
to Adopt Council Bill #R-2024-20 - RESOLUTION NO. 3226 - APPROVING THE DEPARTMENT OF FORESTRY AND FIRE FOR SERVICES FROM JULY 1, 2024, TO JUNE 30, 2024.

2I. Loma Linda Fire Department Radio Contract (Continued from June 25, 2024)- 9:07 PM

There was a brief discussion on the Fire Department Radio Contract. Battalion Chief Boucher responded stating that the suggested allocation for this contract was $34,000.

Motion by Rhodes Rigsby, seconded Ovidiu Popescu, and passing by a vote of 5-0-0-0-0
to Approve the appropriation of allocation of $34,000 and Approve the annual contract with the San Bernardino County Innovation and Technology Department (ITD) for radio access and repairs.

2J. Council Bill #R-2024-19 - A Resolution to Approve the 2024-2025 Fiscal Year Budget (Continued from June 25, 2024)- 9:09 PM

It was noted that the City has a $407,000 deficit for the 2024-2025 budget, which will be covered by reserves. Additionally, the 2024-2025 Fiscal Year Budget does not account for the unfunded positions mentioned in the presentation. Councilmember Spencer-Hwang was not in favor of approving it since it does not reflect the full deficit.

Mayor Dupper stated that he struggled with this item knowing that they are not being completely transparent because the deficit should be at a higher amount to include the unfunded positions. He understood over the years positions were not filled or downgraded to balance the budget. However, through negotiations, he noted that the City will hire key positions which puts the City in its current deficit. He will approve the budget, but if the City doesn't work on generating revenue, services in the community will be affected.

Motion by Ovidiu Popescu, seconded Rhodes Rigsby, and passing by a vote of 4-1-0-0-0 Opposed by Rhonda Spencer-Hwang
to Adopt Council Bill #R-2024-19 - RESOLUTION NO. 3228 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ADOPTING THE FINAL BUDGET FOR THE CITY OF LOMA LINDA FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025

2K. Loma Linda Housing Authority Bill #R-2024-01 - A Resolution to Approve the Loma Linda Housing Authority 2024-2025 Fiscal Year Budget (Continued from June 25, 2024)- 9:10 PM

No discussion on this item.

Motion by Rhodes Rigsby, seconded Ronald Dailey, and passing by a vote of 5-0-0-0-0
to Adopt Loma Linda Housing Authority Bill #R-2024-01 - RESOLUTION NO. 55 - A RESOLUTION OF THE LOMA LINDA HOUSING AUTHORITY ESTABLISHING A FINAL BUDGET FOR FISCAL YEAR 2024-2025

2L. Presentation of the Voter Survey Research Results by Dr. Richard Bernard, Fairbank, Maslin, Maullin, Metz and Associates (FM3 Research)- 9:11 PM

Finance Director Sonia Fabela introduced Dr. Richard Bernard, FM3 Research, who would present the results of the Voter Survey Research.

Dr. Richard Bernard introduced himself, discussed his experience conducting surveys, and reviewed the results of the 2024 Revenue Measure Survey. He shared the survey methodology, including when the

survey was conducted, the total interviews, the margin of sampling error, the languages of the survey, and the contact and data collection methods. He noted that 2 in 3 voters believe there is a need for additional funds for city services. He noted the Hypothetical Ballot Title and Summary of the Measure. He found that nearly 2 in 3 voters would support a 1 cent sales tax measure, which is well above the simple majority threshold. He noted that more than 6 in 10 support the measure across Council Districts for a 1 cent sale tax measure. He reviewed the top budget priorities in the city included Public Safety, homelessness, drinking water, and keeping the City safe and clean. He noted that most educational statements resonate with 7 in 10 or more voters focused on public safety, quality of life, and parks. In conclusion, noted that nearly 2 in 3 voters perceive the City needs at least some additional funds to provide services.

2M. Resolutions and Ordinance Measure to Declare a Fiscal Emergency; to Call and Give Notice of a Special Municipal Election to submit to the City's Qualified Voters the "City of Loma Linda Essential Services Measure", which enacts the "City of Loma Linda Transaction and Use Tax Ordinance" that Establishes a General-Purpose One Percent Transactions (sales) and Use Sales Tax Measure- 9:45 PM

Finance Director Fabela presented the report into evidence, noting that the City Council has historically maintained and increased the General Fund reserves to where it is now; that the Council has been conservative over the years when faced with budget challenges, and that the Council has approved operational balanced budgets through various cutbacks through the years. She described the projected General Fund Shortfall, noting that a 2-3% projected increase in revenues and a modest 3% increase in expenditures in a 10-year projection will show a deficit that could occur each year assuming everything continues as is and no new positions are funded and no new revenues, the fund balance reserve will almost fully be depleted by 2035. She displayed the list of revenue-generated recommendations that were discussed at the March 13, 2024, joint meeting. She discussed the unfunded positions and projects, noting that the new fire station and community center are estimated to be completed in 2026/27. She displayed a General Fund 10-Year Projection graph that included the unfunded positions and projects. If there were no new revenues, she noted that the reserves are estimated to be depleted by 2028/29. She noted that the revenue measure would secure the City's long-term financial stability; maintain public safety and continue essential services for residents and businesses. She noted that these would be locally controlled funds that would be directly tracked in the general fund and could not be taken away from the County or State. She discussed the tax measure process, noting that since there are no City Council elections in November 2024, the City Council would have to determine this action as a fiscal emergency, unanimously, so it can be consolidated in a special election. She explained a general-purpose tax would require a majority vote. She explained the steps to be taken and the staff's recommendations.

City Manager Thaipejr stated that the City will be facing financial hardships within the next few years. He explained that the proposed sales tax increase would help support the City's operations and services.

Mr. Nelson, the Budget Committee, suggested that if the measure gets approved, he would recommend the City to continue to pay down the CalPERS unfunded liabilities. He noted the importance keeping the public educated and aware. He would support a 1/2 percent sales tax increase, but knows that in about 5 years the City may need that other 1/2 percent.

Finance Director Fabela noted that voters may approve a transaction and use tax in increments of 0.125% up to a cap of 2%. If the City doesn't elect to move forward, other taxing agencies can adopt such a

measure, such as the County, and that would reduce the amount of sales tax that the City can go for in the future.

Mayor Dupper stated that he is not taking any of this lightly, but he has to be a realist as to where we live in the state and the City we live in. He is concerned with the future. He stated that if one has a moral objection to this, he encourages people to vote no. His concern is that they don't block the ability of the community to decide on its own. He hopes the Council allows the community to decide on its own.

Motion Ronald Dailey, Seconded by Spencer-Hwang to Adopt Council Bill R-2024-26 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, UNANIMOUSLY DECLARING A FISCAL EMERGENCY PURSUANT TO ARTICLE XIIIC SECTION 2(B) OF THE CALIFORNIA CONSTITUTION

Council Member Spencer-Hwang stated that based on the budget, the recommendations by the Budget Committee, and the results of the survey, she believes they are taking the appropriate steps to be responsible and allowing the community to have a voice in this.

Council Member Popescu stated that he wasn't surprised by the results of the survey. He stated that he was pleasantly surprised at how well the budget has been managed the last four years, He is not happy to approve a budget with a deficit. He does have a concern with the future and the shortfalls of the budget, but he doesn't see what's causing the shortfalls. He doesn't see the City at its current financial position as a fiscal emergency. He said that he would have to be at the point of eliminating positions and cutting salaries to where the City cannot function anymore as a fiscal emergency. He believes the voters would not support this. He stated that he has talked to businesses who have expressed concern that a sales tax increase would impact their businesses. He declaring an emergency to pass a tax increase is not the way he would manage the City's budget.

Council Member Rigsby stated that looking at the trajectory of the revenue and the expenditures of the city he does not see an emergency.

Mayor pro tempore Dailey stated that the City Council has found ways to balance the budget and protect the General Fund; however, the city has identified multiple unfunded positions and projects to manage and operate as a city. He believes the Council needs to come up with more realistic and appropriate options.

Council Member Spencer-Hwang remarked that other cities are taking proactive measures to prepare for what’s ahead. She pointed out that the City is cutting positions to balance the budget and has now reached a critical point. She highlighted that the City Manager is juggling six different roles, and urged the Council to take immediate action to ensure the City can function effectively. She stated that the Council should come together on this and show that they value the City employees.

The Mayor called for the vote which ***Failed to Pass by a vote of 3-2-0-0-0; Opposed by Popescu and Rigsby.***

The City Clerk noted that, since the Resolution failed to pass, it was not necessary to proceed with voting on the associated resolution and ordinance for this item.

3. Consent Calendar

Since Agenda Item 2M failed to pass, City Manager Thaipejr removed Agenda Item No. 3F, which was a contract relating to the "City of Loma Linda Essential Services Measure".

In regards to Agenda Item 3Q, Council Member Popescu appreciated the support of the San Manuel Band of Mission Indians.

Motion by Ronald Dailey, seconded Ovidiu Popescu, and passing by a vote of 5-0-0-0-0
to Approve the Consent Calendar as submitted with the exception of Agenda Item 3F, which was removed from the Agenda.

3A. Approve Demands Registers - July 9, 2024 [Finance]- 10:25 PM

Approved the Demands Register dated July 9, 2024, with commercial demands totaling $2,464,145.99 and Payroll dated July 3, 2024, totaling $46,477.45.

3B. Approval of Minutes June 11, 2024 [City Clerk]- 10:25 PM

Approved Minutes of June 11, 2024, as submitted.

3C. Approval of Minutes June 20 & 25, 2024 [City Clerk]- 10:25 PM

Approved Minutes of June 20 & 25, 2024, as submitted.

3D. Treasurer's Report - June 2024 [Finance]- 10:25 PM

Received for filing.

3E. Fire Department's Activity Report - June 2024 [Fire]- 10:25 PM

Received for filing.

3F. Subject to the Adoption of Council Bill #R-2024-26, Award contract to Communications & Media management Consultants for Communications and Community Outreach Services- 10:25 PM

City Manager Thaipejr removed this item from the Agenda, which was professional services provided for the Service Measure that failed to pass earlier in the agenda. Item was removed from the Agenda; no action was taken.

3G. Agreement Amendment with TKE Engineering, Inc. for Consulting Services with TKE Engineering, Inc. [Administration]- 10:25 PM

Approved Agreement Amendment with TKE Engineering, Inc. for Consulting Services.

3H. Agreement with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for Fiscal Year 2024-25 [Administration]- 10:25 PM

Approved execution of Agreement with San Bernardino County Auditor-Controller/Treasurer/Tax Collector for Fiscal Year 2024-25.

3I. Extension of Annual City Service Contracts for Fiscal Year 2024-25 [Public Works]- 10:25 PM

Approved extension of Annual City Service Contracts for Fiscal Year 2024-25.

3J. Extension of Annual Service Contracts for Fire Department for Fiscal Year 2024-25 [Fire]- 10:25 PM

Approved extension of Annual Fire Service Contracts for Fiscal Year 2024-25.

3K. Award Contract to GCI Construction, Inc., for Installation of Pre-Packed Sewer Pump Station at 25876 Juanita Street (CIP 21-511) [Public Works]- 10:25 PM

Awarded contract to GCI Construction Inc. for $235,600; Joseph E. Bonadiman and Associates for $5,000; and project contingency of $23,000.

3L. Award a Contract to Orozco Landscape and Tree Company for Landscape Maintenance District Area B [Public Works]- 10:25 PM

Awarded contract to Orozco Landscape and Tree Company for $322,568.24.

3M. Award Contract to Crimson Marie Company for the Construction of Concrete "V" Ditch at Richardson Street (CIP 24-413) [Public Works]- 10:25 PM

Awarded contract to Crimson Marie Company for $54,800; Goodman and Associates, Inc. for $1,700; and project contingency of $5,500.

3N. Award Contract to Carollo Engineers for Sanitary Sewer Masterplan Update [Public Works]- 10:25 PM

Awarded contract to Carolla Engineers for $369,500.

3O. Award Contract to S & H Civilworks for the Installation of ADA Access Ramps, and Sidewalks at Various Locations (CIP 24-122) [Public Works]- 10:25 PM

Awarded contract to S & H Civilworks for $206,00; and project contingency of $20,000.

3P. Accept Parcel Map 20389 Off Site Improvements [Public Works]- 10:25 PM

Accept the offsite improvements for Parcel Map 20389; release the 10% Maintenance Guarantee and begin the one-year maintenance period.

3Q. Approve a supplemental appropriation of $300,000 from General Fund Reserves; appropriate the funds into the Grant Expense Account and authorized the purchase five (5) 12-lead cardiac monitor/defibrillators. Accept a grant revenue of $300,000 from San Manual Band of Indians for reimbursement costs of the equipment. Declare four existing monitors being replaced as surplus and authorize their disposition. [Fire]- 10:25 PM

Approved the supplemental appropriation of $300,000 from General Fund Reserves; appropriate into expense account to purchase 5, 12-lead cardiac monitor/defibrillators; accept grant revenue from San Manual Band of Indians and declare existing monitors being replaced as surplus.

3R. Notice of Completion - Waterline Improvements at Beaumont Avenue and Nevada Street (CIP 20-657) [Public Works]- 10:25 PM

Accepted the project as complete by MCC Equipment Rentals, Inc. with the final project cost of $1,174,628.06 and authorized the recordation of the Notice of Completion.

3S. Notice of Completion - Purchase and Installation of (2) Two Fuel Management Systems for Fire and Public Works Departments [Public Works]- 10:25 PM

Accepted the project as complete by World Fuel Services with the final project cost of $35,041.55 and authorized the recordation of the Notice of Completion.

4. Old Business

4A. Council Bill #O-2024-04 - Second Hearing - An Ordinance of the City Council of the City of Loma Linda repealing Ordinance 712, which will remove Chapter 17.105 Formula-Based Fast Food Restaurants of the Loma Linda Municipal Code in its entirety, and amending Chapter 17.40 Commercial and Industrial Zones (BP, CO, C-1, C-2, and CM) to allow Fast Food Restaurant With Drive-Through in the BP, C-1, C-2, and CM Zones subject to a Conditional Use Permit and specific use regulations, and amending applicable definitions in Chapter 17.02 Introduction and Definitions for consistency purposes throughout the Development Code (Continued from June 25, 2024)- 10:30 PM

City Manager Thaipejr presented the report, requesting that the City Council adopt the Ordinance in the second reading.

Mayor Dupper opened the Public Hearing.

Milford Harrison expressed his support for the Ordinance, stating that it would help address part of the City's deficit while maintaining the City's appeal. In response to the previous agenda item, he noted that many residents frequently visit businesses and restaurants outside the City, willingly paying the 8.75% sales tax. He mentioned having a client prepared to develop a drive-through restaurant in Loma Linda, which he believed would be a good fit for the City.

Wayne Dysinger, a 20-year resident of Loma Linda, stated that 12 years ago SB1000 was developed because the community stated clearly that the Blue Zone identity was important. He noted that the retail food environment index, which looks at the quality of food, showed that if you have a low retail food environment index, you have worse health outcomes, such as childhood obesity. He doesn't understand why the Ordinance is up for repeal and what the City will gain from it. He noted that 4 of the 5 Council Members were here when it was adopted. He noted that the blue zone identities remain strong. He pointed out that the County of Riverside is investing $40 million to be a blue zone county, where Loma Linda already has that identity. He knows that there is increased interest in utilizing the Blue Zones brand in commercial ways. He discussed the Netflix documentary as an example. He is a primary care physician and chief medical officer of a health transformation company where he has contracts with over 200 physicians and 2,000 specialized physicians. As of April, his organization has a contract to rebrand Blue Zones and open Blue Zone Health centers. They would like to invest in a Blue Zone health center in Loma Linda, but questioning whether to invest if the the city is stepping away from a Blue Zone brand. He encourages the City to stay strong and keep Loma Linda an exemplary Blue Zone community.

Council Member Dailey stated that the city must look at revenue-generating options because the City will be facing financial hardships.

Mr. Dysinger stated that he would vote for a 1/2 % sales tax increase and believed many residents would support a tax increase vs. more drive-throughs.

Mayor Dupper acknowledged that the pandemic brought significant changes, with many businesses shifting to a drive-through model due to concerns that another pandemic could occur in the future. He emphasized that the new ordinance was carefully written, ensuring a thorough review process for any such developments.

Council Member Spencer-Hwang stated that for the past 10 years, she has been studying centenarians in this region and beyond. She published a book on Blue Zone that covers various generations and their habits. She noted that one of her goals is to embrace the City's motto of wellness and prosperity. She pointed out that she has hosted visitors from other countries wanting to learn more about the Blue Zone. She would like to embrace this and for the City to develop its own brand around the blue zone and sell it to attract businesses that follow the City's model. She stated that there are upscale vegan and vegetarian options that are available. She is committed to doing this.

Council Member Popescu agreed with Mr. Dysinger's comments about preserving Loma Linda's Blue Zone identity, emphasizing that the city has built a strong health-conscious reputation over the past 12 years. He disagreed that residents would support a tax increase. He stated that he has not seen any data indicating that the pandemic has driven businesses to incorporate drive-throughs.

JC Belliard, resident, stated that the City will never know how the voters would have voted for a sales tax increase if given the opportunity. He discussed the Healthy Cities program that lost its funding several years back but noted there are grants available encouraging Loma Linda to seek opportunities. He encouraged the City to look for ways to stay true to the Blue Zone. He stated most students and employees of the University go outside the city limits to eat. He noted that there is a huge opportunity to invest locally. He stated that the City should invest in more sit-down restaurants that would bring in more revenue than drive-throughs. He supported the City looking into high-density developments with residential units on top and businesses on the first floor, which would generate revenue and promote walkable communities. He said the City can do both health and prosperity.

Mr. Dysinger stated that drive-throughs were not completely banned on SB1000, but rather banned the specific types of restaurants based on a threshold number of restaurants, to eliminate larger chains, but not small businesses. Mayor Dupper pointed out that the ordinance was written differently from SB1000.

There was a discussion about bringing restaurants into the City that align with its motto; however, due to the demographic methodology businesses use to select their locations, the City does not usually meet the necessary demographic criteria. Discussion continued on capitalizing on the Blue Zone designation and attracting businesses that support their motto.

Councilmember Spencer-Hwang stated that she is wanting to generate a revenue-generating committee to assist the City. She concurred with comments from Mr. Dysinger and Mr. Belliard. She encouraged them to be involved with the committee.

Brianna Egan, a student and Loma Linda resident, suggested that the City explore policy changes to benefit the community, take advantage of grant opportunities, and reconsider parking ratio regulations in commercial centers where parking exceeds building space, to make room for larger businesses.

Mayor pro tempore Dailey stated that he would like to continue the item to better understand the changes in the ordinance, because there were multiple interpretations discussed. He stated that there are real issues that the City has to confront to generate revenue into the city vs. cutting staff and services. He appreciates the comments that were made and is open to their involvement.

City Attorney Robbins recommended continuing the item if Council members needed more clarification.

Motion by Ronald Dailey, seconded Ovidiu Popescu, and passing by a vote of 4-1-0-0-0 Opposed by Phillip Dupper
to Continue the item to August 13, 2024.

4B. Develop a Revenue Generating Committee (Continued discussion for potential actions)- 11:30 PM

Councilmember Spencer-Hwang stated that the City needs to develop a committee to think about how to generate revenue and embrace the City's model of wellness and prosperity. She would like to partner with Mr. Dysinger and Mr. Belliard for their input to attract the right businesses and restaurants. She said she would have more information at the next meeting.

The Mayor expressed his condolences to Councilmember Spencer-Hwang.

5. New Business

No items.

6. Reports

6A. Reports of Council Members- 11:31 PM

Councilmember Popescu shared that he recently returned from a trip to Kenya with Loma Linda University and is impressed by the institution’s impact, contributing millions of dollars in revenue, jobs, and healthcare services. He was proud to see students from public health provide vital services to the people of Kenya. He is also involved in a separate project focused on delivering blood by drone. During his visit to a hospital, the staff expressed their gratitude. He pointed out how LLU continues to establish hospitals all over the world and wanted to extend his appreciation to Loma Linda University and Medical Center for the services they provide.

6B. Reports Of Officers- 11:33 PM

City Manager Thaipejr thanked Finance Director Fabela and City Attorney Robbins for all their time and efforts in researching and preparing the report for the sales tax measure and for the City Clerk who assisted in their efforts.

Mayor Dupper expressed his appreciation for the thorough work put into the report and thanked the staff for their dedication and hard work.

7. Adjournment

The meeting adjourned in Honor and Memory of Richard "Dick" Wiley and Joseph Frink at 11:34 pm.

City of Loma Linda

Regular City Council Staff Report

Approval of Minutes - August 13, 2024

Approve minutes.

Meeting	Agenda Group	
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar	Item: 3C

To	From
City Council	Lynette Arreola, City Clerk

Approval of Minutes for Regular City Council held on 08-13-2024

Attachments

Regular City Council-08-13-2024-minutesDraft.pdf

Minutes for the Regular City Council

25541 Barton Road, Loma Linda, CA 92354

August 13, 2024, 7:02 PM - August 13, 2024, 7:26 PM

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

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

1. Call to Order

1A. Call to Order- 7:02 PM

1B. Roll Call- 7:02 PM

Staff Present:

T. Jarb Thaipejr, City Manager

Diane Robbins, City Attorney

Lynette Arreola, City Clerk

Sonia Fabela, Finance Director

Dan Harker, Fire Chief

Nate Boucher, Battalion Chief

Lorena Matarrita, Community Development Director

Andrew Sanchez, Customer Service Technician

Lt. Kaysie Smith, San Bernardino County Sheriff's Department

1C. Closed Session/Workshop - 5:30 pm- 7:02 PM

City Attorney Robbins stated that the City Council met in Closed Session to discuss the items as noted on the agenda. She mentioned that direction was given to staff.

1D. Invocation and Pledge of Allegiance - Council Member Popescu- 7:03 PM

The Invocation and Pledge of Allegiance was led by Councilmember Popescu.

1E. Items to be Added or Deleted- 7:03 PM

There were no 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)- 7:04 PM

Lt. Kaysie Smith invited the Council, City staff, and the community to National Night Out on Aug. 28, 2924, from 6:00 pm to 8:00 pm at Citrus Trail Park.

Mayor Dupper shared that he received an email from a resident who wished to recognize two Public Works Water Department employees, Edward Aguilar and Carlos Flores. The resident explained that his phone had fallen out of his pocket, and Mr. Aguilar and Mr. Flores found it and returned it to his home. The homeowner expressed deep gratitude for their honesty and integrity, noting that their actions reflect the values of the City.

The Mayor also mentioned a letter he received from the Principal of Mission Elementary School, who expressed her appreciation for Fire Battalion Chief Nate Boucher for his support and leadership in guiding fifth graders through their Leadership Academy. He wanted to formally acknowledge his contributions at a future meeting.

In closing, the Mayor shared that he had the honor of celebrating the 100th birthday of a Loma Linda resident. He mentioned that the Fire Department staff were present for the celebration and thanked them for their dedication and service to the community.

1G. Conflict of Interest Disclosure- 7:08 PM

There were no items of Conflict of Interest among the Council.

2. Scheduled and Related Items

No scheduled items.

3. Consent Calendar

Motion by Ovidiu Popescu, seconded Rhonda Spencer-Hwang, and passing by a vote of 5-0-0-0-0
to Approve the Consent Calendar items as presented.

3A. Approve Demands Registers - July 23 and August 13, 2024 [Finance]- 7:08 PM

Approved the demands registers dated:

- July 23, 2024, with commercial demands totaling $1,065,883.64 and payroll demands dated July 18, 2024, totaling $471,649.71; and
- August 13, 2024, with commercial demands totaling $3,989,782.71 and payroll demands dated August 1, 2024, totaling $564,993.17.

3B. Treasurer's Report - July 2024 [Finance]- 7:08 PM

Accepted the Treasurer's Report for July 2024 for filing.

3C. Fire Department's Activity Report - July 2024 [Fire]- 7:08 PM

Accepted the Fire Department's Activity Report for July for filing.

3D. Award Contract to Retain Services of Senior Management Recruiting Firm for Assistant City Manager position [City Manager]- 7:08 PM

Awarded contract to Ralph Anderson & Associates in an amount not to exceed of $25,000.

3E. Award Contract for Classification and Total Compensation Study [City Manager]- 7:08 PM

Awarded contract to Public Sector Personnel Consultants in an amount not to exceed of $63,000.

3F. Award of Contract for Water Valve Replacement 2024 [Public Works]- 7:08 PM

Awarded contract to MCC Pipeline, Inc.in the amount of $174,632.91 and authorized a contingency allocation of $17,500; City staff will provide inspection and project management.

3G. Award Contract for Construction of Bus Stop Sidewalk at Various Locations (CIP 24-123) [Public Works]- 7:08 PM

Awarded contract to Kormex Construction, Inc. in the amount of $67,210.00 and authorized a contingency allocation of $7,000. City staff will provide inspection and project management.

3H. Award Contract of Pavement Rehabilitation at Various Locations (CIP 23-117) [Public Works]- 7:08 PM

Awarded contract to All American Asphalt in the amount of $892,108.00 and authorized a contingency allocation of $89,000. City staff will provide inspection and project management.

3I. Award Contract for Emergency Operations Center Training for City Staff [Fire]- 7:08 PM

Awarded contract to Jacob Green and Associates in an amount not to exceed of $38,800.00.

3J. Award Contract to Purchase and Install Kitchen Countertop at Fire Station 251 [Fire]- 7:08 PM

Awarded contract to Canam Ergonomics Inc. for $20,512.08 and authorized a 10% contingency allocation of $2,000.00.

3K. Declare Items Surplus and Authorize Appropriate Disposal [Information Systems/LLCCP]- 7:08 PM

Declare the list of equipment and miscellaneous items surplus and authorized appropriate disposal.

3L. Appropriate $ 25,000 from 2023-24 General Fund Reserves for Legal Services [Administration]- 7:08 PM

Approved appropriation from Fiscal Year 2023-24 of $25,000 from General Fund Reserve into expenditure account 0011940-51840, General Government Legal Services, to cover the expenses of Legal Services from Fiscal Year 2023-24.

3M. Re-appropriate $30,200 out of General, $10,000 out of Sewer Development Impact and $18,400 out of Water Enterprise Fund Balances into FY 2024-25 for items/services not received by fiscal 2023-24 year-end. [Public Works]- 7:08 PM

Re-appropriated $30,200 from General; $10,000 from Sewer Development Impact; and $18,400 from Water Enterprise Fund Balances into FY 2024-25 for items/services not received by fiscal 2023-24 year-end.

3N. Re-appropriate $1,171,700 from Fiscal Year 2023-24 to Fiscal Year 2024-25 for the completion of the 1.6 Million Gallon Reservoir (CIP 20-656) [Public Works]- 7:08 PM

Re-appropriated $1,171,700 from Fiscal Year 2023-24 to Fiscal Year 2024-25 for the completion of the 1.6 Million Gallon Reservoir (CIP 20-656).

4. Old Business

4A. Council Bill #O-2024-04 - Second Hearing - An Ordinance of the City Council of the City of Loma Linda repealing Ordinance 712, which will remove Chapter 17.105 Formula-Based Fast Food Restaurants of the Loma Linda Municipal Code in its entirety, and amending Chapter 17.40 Commercial and Industrial Zones (BP, CO, C-1, C-2, and CM) to allow Fast Food Restaurant With Drive-Through in the BP, C-1, C-2, and CM Zones subject to a Conditional Use Permit and specific use regulations, and amending applicable definitions in Chapter 17.02 Introduction and Definitions for consistency purposes throughout the Development Code (Continued from July 9, 2024)- 7:09 PM

Council Member Spencer-Hwang stated that she works for public health and provided her position on this item. She noted that individuals and the media have come to Loma Linda to learn more about what researchers and journalists have identified Loma Linda as a Blue Zone or longevity hotspot, which is the only community in the US and is one of five regions in the world with this designation. She is an epidemiologist and research professor and over the past 10 years, she has been studying the lifestyle habits as well as experiences of Adventist centenarians and individuals who are 100+ in age. She had published an award-winning book in 2021. Through her research she noted that it is a habit that influences the lifestyle habits of the centenarians and is not dietary, but their time and nature in moving. She noted that the community worked together, helped each other, and put differences aside. She would like to work together to bring back the essence of being a thriving resilient and health-promoting City. She would like to attract businesses that will embrace the City's motto of health and prosperity.

Mayor pro tempore Dailey appreciated her comments. He noted that the Community Development Director sent a notification to the Council providing clarification on the proposed Ordinance.

Adopted Council Bill #O-2024-04.

ORDINANCE NO. 781

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA REPEALING ORDINANCE 712, WHICH WILL REMOVE CHAPTER 17.105 FORMULA-BASED FAST FOOD RESTAURANTS OF THE LOMA LINDA MUNICIPAL CODE IN ITS ENTIRETY, AND AMENDING CHAPTER 17.40 COMMERCIAL AND INDUSTRIAL ZONES (BP, CO, C-1, C-2, AND CM) TO ALLOW FAST FOOD RESTAURANT WITH DRIVE-THROUGH IN THE BP, C-1, C-2, AND CM ZONES SUBJECT TO A CONDITIONAL USE PERMIT AND SPECIFIC USE REGULATIONS, AND AMENDING APPLICABLE DEFINITIONS IN CHAPTER 17.02 INTRODUCTION AND DEFINITIONS FOR CONSISTENCY PURPOSES THROUGHOUT THE DEVELOPMENT CODE.

Mayor Dupper shared that during his research on Ms. Ester Van Den Hoven, with whom he had the pleasure of celebrating her 100th birthday, she spoke extensively about her daily walks but didn’t go into much detail about her dietary habits.

Motion by Ronald Dailey, seconded Rhonda Spencer-Hwang, and passing by a vote of 3-2-0-0-0 Opposed by Ovidiu Popescu, Rhodes Rigsby
to Adopt Council Bill #O-2024-04, to Waive the full reading of the ordinance, and to read by title only.

5. New Business

No items.

6. Reports

6A. Reports of Council Members- 7:19 PM

Councilmember Popescu attended an ESRI Conference and shared that it was fascinating in many ways. He highlighted that Loma Linda sees more visitors than a Redlands Target, emphasizing the potential for the City to be strategic in identifying key areas of focus. He mentioned that ESRI provides valuable data on specific areas and noted the significant amount of work ahead, including grant opportunities. He suggested utilizing ESRI's resources to attract the types of businesses the City wants. Councilmember Popescu also discussed the extensive data ESRI offers, which could greatly benefit the City. Additionally, he mentioned a conversation with an individual about the longevity of Adventists due to their diet and referenced an ongoing study focused on identifying healthy habits.

6B. Reports Of Officers- 7:26 PM

No reports from Officers.

7. Adjournment

Mayor Dupper noted that he would have a conflict with the September 10 and October 8, City Council meeting dates and asked to meet on the 4th Tuesdays of September and October. City Council concurred. The meeting adjourned at 7:26 pm.

City of Loma Linda

Regular City Council Staff Report

Approval of Minutes - September 10, 2024

Approve minutes.

Meeting	Agenda Group	
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar	Item: 3D

To	From
City Council	Lynette Arreola, City Clerk

Approval of Minutes for Regular City Council held on 09-10-2024.

Attachments

Regular City Council-09-10-2024-minutesDraft.pdf

Minutes for the Regular City Council

25541 Barton Road, Loma Linda, CA 92354

September 10, 2024, 7:00 PM - September 10, 2024, 7:15 PM

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

Absent:

- **Phillip Dupper**, Mayor
- **Ron Dailey,** Mayor pro tempore
- **Ovidiu Popescu**, Council Member
- **Rhodes Rigsby,** Council Member
- **Rhonda Spencer-Hwang**, Council Member

1. Call to Order

1A. Call to Order- 7:00 PM

The City Clerk called the meeting to order at 7:00 pm. No City Council Members were present.

1B. Roll Call- 7:00 PM

City Staff Present:

- Lynette Arreola, City Clerk

The City Clerk called the meeting to order at 7:00 pm in the absence of any City Council.

1C. Closed Session/Workshop- 7:00 PM

1D. Invocation and Pledge of Allegiance- 7:00 PM

1E. Items to be Added or Deleted- 7:00 PM

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)- 7:01 PM

None.

1G. Conflict of Interest Disclosure- 7:01 PM

2. Scheduled and Related Items

2A. PUBLIC HEARING - Council Bill #R-2024-32 - Establishing Refuse Rate Collection and Disposal Rates Effective October 1, 2024, and Repealing Resolution No. 3184 [Public Works]- 7:01 PM

There was no public present for this item.

Due to a lack of quorum, the City Clerk adjourned the meeting to the meeting of September 24, 2024.

3. Consent Calendar

4. Old Business

5. New Business

6. Reports

6A. Reports of Council Members- 7:15 PM

6B. Reports Of Officers- 7:15 PM

7. Adjournment

Due to a lack of quorum, the City Clerk adjourned the meeting at 7:15 pm to the meeting on September 24, 2024.

City of Loma Linda

Regular City Council Staff Report

Treasurer's Report - August 2024 [Finance]

Accept for filing.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3E

To	From
City Council	Sonia Fabela, Finance Director

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION:

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

Attachments

August 24 TREAS REPORT.pdf

CITY OF LOMA LINDA

COMPOSITION OF CASH

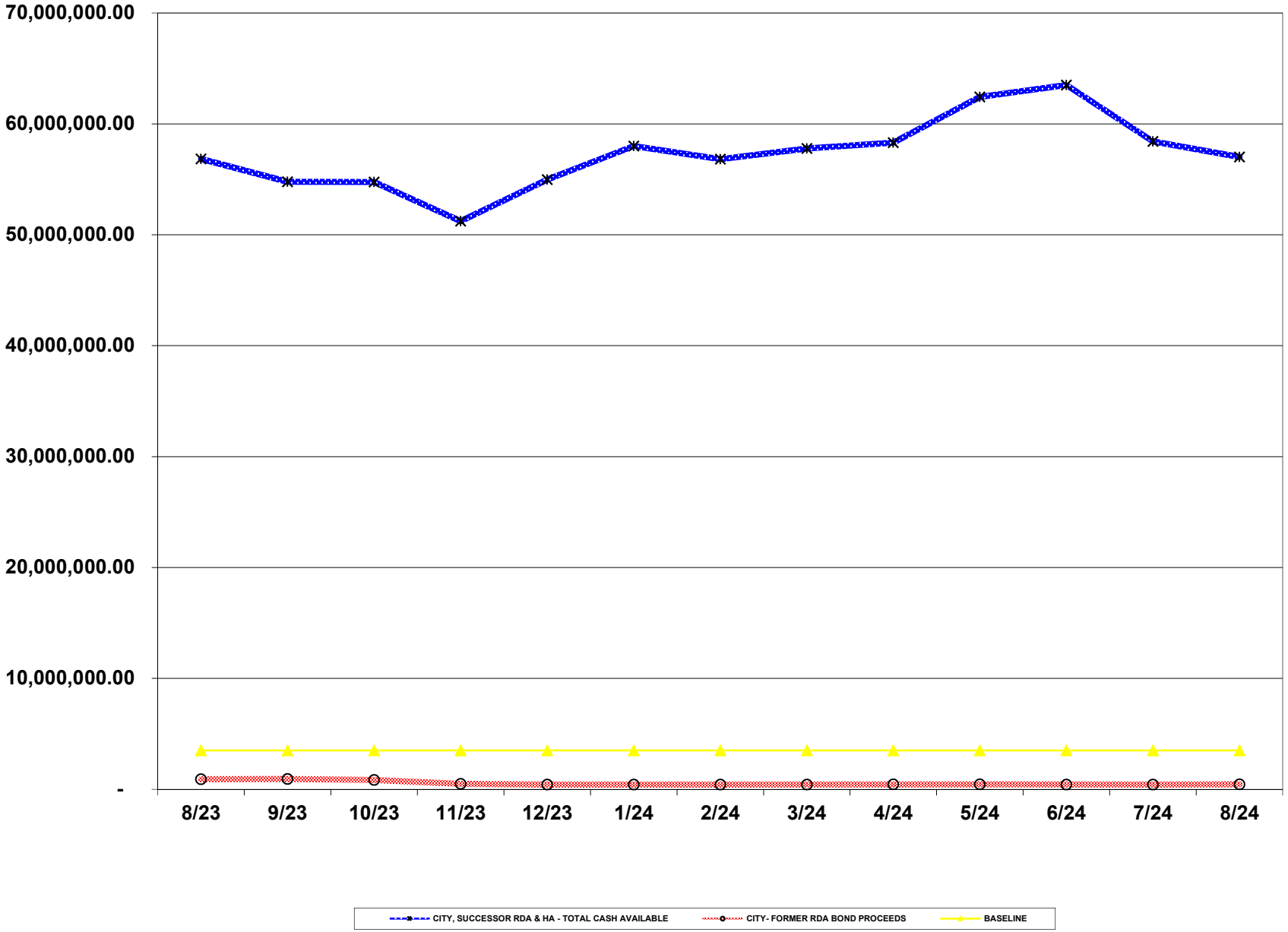
August 2024

DEMAND DEPOSIT ACCOUNTS					
CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT				$	1,361,505.44
Outstanding Checks as of month-end					(852,001.99)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE				**$**	**509,503.45**
BANK OF AMERICA - PAYROLL				**$**	**22,644.69**
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT					323,029.83
Outstanding Checks as of month-end					(3,607.93)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE				**$**	**319,421.90**
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT					156,728.27
Outstanding Checks as of month-end					(160.00)
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE				**$**	**156,568.27**
DEMAND DEPOSIT ACCOUNTS - TOTAL				**$**	**1,008,138.31**
INVESTMENTS	**YIELD**				
LOCAL AGENCY INVESTMENT FUND (LAIF)					
CITY	4.516%	$ 53,913,356.48			
CITY - Former RDA Bond Proceeds	4.516%	433,564.46			
CITY -Total			54,346,920.94		
SUCCESSOR RDA	4.516%		261,252.81		
HOUSING AUTHORITY	4.516%		1,393,968.32		
INVESTMENTS TOTALS				**$**	**56,002,142.07**
OTHER CASH					
IMPREST ACCOUNT			$ 500.00		
CASH ON HAND			1,350.00		
OTHER CASH TOTAL				**$**	**1,850.00**
CASH AND INVESTMENTS - GRAND TOTAL					**57,012,130.38**
PREVIOUS MONTH					58,430,631.47
CHANGE +/(-)				$	(1,418,501.09)

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

CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 08/23-08/24



City of Loma Linda

Regular City Council Staff Report

Fire Department's Activity Report - August 2024 [Fire]

Accept for filing.

Meeting	Agenda Group	
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar	Item: 3F

To	From
City Council	Nataly Alvizar, Executive Aide

RECOMMENDATION:

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

Attachments

August 2024 Fire Activity Report.pdf

SUBJECT: August 2024 Fire Department Activity Report

Operations Division:

The Fire Department's Operations Division responded to 460 incidents in August 2024. There were 50 calls/incidents given or received in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	291	63.3%	2359	68.3%
Traffic Collision (TC)	15	3.3%	109	3.2%
MA + TC	***306***	**66.5%**	***2468***	***71.5%***
Hazardous Conditions	*3*	2.40%	25	0.70%
Hazardous Material	1	0.40%	8	0.40%
Public Assistance	26	6.90%	171	5.50%
Rescue	1	0.90%	10	0.60%
Structure Fire	5	2.10%	23	1.00%
Cooking	1	0.00%	3	0.10%
Vegetation Fire	3	0.40%	28	0.70%
Vehicle Fire	2	0.00%	8	0.10%
Refuse Fire	6	1.10%	65	1.40%
All Fires	**17**	**3.60%**	127	***3.30%***
Good Intent/Dispatched & Cancelled Enroute	38	8.3%	262	7.6%
Fire Alarm Activation*	18	3.9%	146	4.2%

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

City of Loma Linda

Regular City Council Staff Report

Award Contract to Doug Martin Contracting Co., Inc. for Pavement Rehabilitation by Slurry Seal Method at Various Locations (CIP 24-121) [Public Works]

Award contract for $130,873.02.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3G

To	From
City Council	Jeff Peterson, Associate Engineer

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION:

It is recommended that the City Council award the contract for pavement rehabilitation by slurry seal method at various locations to Doug Martin Contracting Company, Inc. of La Habra, CA in the amount of $130,873.02 and authorize a contingency allocation of $13,000. City staff will provide inspection and project management.

BACKGROUND:

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

ANALYSIS:

Five (5) bids were received and publicly opened on September17, 2024. Bids ranged from a low of $130,873.02 to a high of $229,548.00 (see attached bid summary). The low bidder, Doug Martin Contracting Company, Inc. of La Habra, CA, has been checked for references and found to be satisfactory. This contractor has performed satisfactorily on similar projects. It is not unusual for a project to change the quantities of work or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Staff recommends an allocation of ±10% of the construction amount ($13,000.00) for a contingency allocation.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Funding is available in Account No. 1265340-58500, Measure I.

Attachments

Pavement Rehab by Slurry Seal 2024.pdf

Agreement - Slurry Seal 2024.pdf

City of Loma Linda

Pavement Rehab by Slurry Seal 2024 CIP 24-121				Engineer's Estimate		Doug Martin Contracting		Pavement Coatings Co.	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	$10,000.00	$10,000.00	$5,050.00	$5,050.00	$8,500.00	$8,500.00
2	Traffic Control	L.S.	1	$8,000.00	$8,000.00	$3,900.00	$3,900.00	$15,750.00	$15,750.00
3	Crack Sealing	L.S.	1	$15,000.00	$15,000.00	$17,000.00	$17,000.00	$12,500.00	$12,500.00
4	Slurry Seal Type II	TON	360	$320.00	$115,200.00	$248.89	$89,600.40	$242.00	$87,120.00
5	R&R Detail 22, Double yellow line	L.F.	2,174	$1.50	$3,261.00	$2.83	$6,152.42	$2.81	$6,108.94
6	R&R Detail 24D, "STOP" legend/ Stop bar	EA.	11	$250.00	$2,750.00	$459.00	$5,049.00	$459.00	$5,049.00
7	R&R Detail A24F, Yellow cross walk	L.F.	192	$11.00	$2,112.00	$5.10	$979.20	$5.10	$979.20
8	R&R Detail A24D, "STOP"	EA.	2	$300.00	$600.00	$355.00	$710.00	$357.00	$714.00
9	R&R Detail A24D, "STOP AHEAD"	EA.	1	$500.00	$500.00	$656.00	$656.00	$663.00	$663.00
10	R&R Detail A24D "SLOW SCHOOL XING"	EA.	2	$1,000.00	$2,000.00	$888.00	$1,776.00	$892.50	$1,785.00
				TOTAL	$159,423.00		$130,873.02		$139,169.14

Pavement Rehab by Slurry Seal 2024 CIP 24-121				American Asphalt South		Roy Allen, Inc.		All American Asphalt	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	$12,500.00	$12,500.00	$9,000.00	$9,000.00	$13,000.00	$13,000.00
2	Traffic Control	L.S.	1	$10,000.00	$10,000.00	$3,672.00	$3,672.00	$15,500.00	$15,500.00
3	Crack Sealing	L.S.	1	$21,125.00	$21,125.00	$21,833.00	$21,833.00	$26,500.00	$26,500.00
4	Slurry Seal Type II	TON	360	$244.15	$87,894.00	$359.38	$129,376.80	$420.00	$151,200.00
5	R&R Detail 22, Double yellow line	L.F.	2,174	$3.50	$7,609.00	$3.02	$6,565.48	$4.00	$8,696.00
6	R&R Detail 24D, "STOP" legend/ Stop bar	EA.	11	$525.00	$5,775.00	$495.00	$5,445.00	$640.00	$7,040.00
7	R&R Detail A24F, Yellow cross walk	L.F.	192	$6.00	$1,152.00	$5.50	$1,056.00	$21.00	$4,032.00
8	R&R Detail A24D, "STOP"	EA.	2	$525.00	$1,050.00	$385.00	$770.00	$450.00	$900.00
9	R&R Detail A24D, "STOP AHEAD"	EA.	1	$875.00	$875.00	$715.00	$715.00	$640.00	$640.00
10	R&R Detail A24D "SLOW SCHOOL XING"	EA.	2	$1,250.00	$2,500.00	$962.40	$1,924.80	$1,020.00	$2,040.00
				TOTAL	$150,480.00		$180,358.08		$229,548.00

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between THE CITY OF LOMA LINDA, A MUNICIPAL CORPORATION, hereinafter called City, and

_____, hereinafter called CONTRACTOR.

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

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

PAVEMENT REHABILITATION BY SLURRY SEAL METHOD
AT VARIOUS LOCATIONS (FY 2024)

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

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

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

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

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

THE CITY OF LOMA LINDA, CALIFORNIA
(CITY)

BY: _____

ATTEST:

BY: _____ SEAL
City Clerk

_____
Contractor

BY: _____
(Signature)

_____
(Title)

ATTEST:

BY: _____
(Signature)

_____
(Title)

City of Loma Linda

Regular City Council Staff Report

Award contract to West Coast Arborist for Annual Tree Maintenance Services for Fiscal Year 2024/25 [Public Works]

Award service contract in an amount not to exceed $156,000.00.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3H

To	From
City Council	Julia Loeffert, Executive Assistant

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION:

It is recommended that the City Council award a contract for annual tree maintenance services to West Coast Arborist, Inc. of Anaheim, CA, in an amount not to exceed $156,000.00, for this fiscal year. Each remaining year, throughout the term of the agreement, the payment for services provided must not exceed the amount allocated by the City in the budget for those services. City Staff will provide project management.

BACKGROUND:

June 9, 2020 City Council approved a tree planting contract to West Coast Arborist, Inc. This contract was awarded via the piggy-back procurement process with the City of Beaumont. The piggy-back procurement process is allowed in California as long as the original contract was competitively bid and followed California law. Staff has closely monitored this contract and contractor for compliance, reliability and responsiveness. Currently, this vendor has renewed a tree maintenance contract via a Request for Proposal (RFP) process with the City of Beaumont. Staff recommends utilizing the piggy-back procurement process for this contract.

ANALYSIS:

West Coast Arborist, Inc. has expressed interest in extending to the City the same contract prices enjoyed by Beaumont. Beaumont recently awarded an annual contract via the RFP process, attached. The three (3) year agreement includes two (2) additional option years. The prices are similar to what we are currently are paying. They have been performing in a responsive, professional manner for the last four years on various contracts. Staff is satisfied with their work and recommends this contractor. As this is an annual service contract, no contingency amount is recommended. If additional work beyond what is allocated in the approved budget is considered either an appropriation or the mid-year budget adjustment process would be utilized.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Tree maintenance is required yearly and has been budgeted, in fiscal year 2024-25, as follows: $120,000 in the Street Maintenance account 0013200-51300; $30,000 in the Park Maintenance account 0014200-51300; $6,000 in the Facilities Maintenance account 0013400-51310.

Attachments

WCA Agreement for Contract Services - 9-24-24.pdf

Beaumont - RFP Tree Trimming and Maint. Svc - 3.6.24.pdf

Beaumont - WCA Agreement C24-48 - 4-2024.pdf

CITY OF LOMA LINDA

AGREEMENT FOR CONTRACTOR SERVICES

TREE TRIMMING AND MAINTENANCE SERVICES

THIS AGREEMENT is made and effective as of September 25, 2024, by and between the CITY OF LOMA LINDA, a municipal corporation (the "City") and WEST COAST ARBORISTS, INC., a California corporation (the "Contractor"). The City and the Contractor are sometimes referred to herein collectively as the “Parties” and singularly as “Party.” In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. TERM

This Agreement is effective as of the date first above written and shall continue for a term of three years covering the services (“Services”) provided in the Proposal. The term of this agreement may be extended by the City Council for up to two additional terms of one year at the sole and absolute discretion of the City Council as evidenced by a written amendment to this agreement. Notwithstanding the forgoing, City may terminate this Agreement at any time upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance, which is also set forth in Exhibit A.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. If the work performed by Contractor is not satisfactory, the City’s Public Works Superintendent or his designated representative may suspend the Agreement for any period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the Contractor for or during any time of such suspension or after termination.

4. CITY MANAGEMENT

City’s City Manager or his/her designee shall represent City in all matters pertaining to the administration of this Agreement, and the review and approval of all work to be performed by Contractor.

5. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, for work completed.

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

(c) Contractor will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates, and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Prior written approval from the City shall be required prior to any and all work performed by Contractor. If prior written approval is not obtained by the Contractor, no payment will be approved.

6. TERMINATION OF AGREEMENT

(a) The City may terminate this Agreement at any time during the term of the Agreement by giving the Contractor not less than thirty (30) calendar days' prior written notice. The Contractor may only terminate this Agreement for cause, and by giving the City prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the City, and provided Contractor is not then in breach, the Contractor shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the Contractor shall have no other claim against the City by reason of such termination. This Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

(b) Upon termination of the Agreement pursuant to this Section, Contractor shall submit an invoice to the City for all unpaid work completed.

7. DEFAULT OF CONTRACTOR

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes

beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Contractor shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, 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 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 Contractor is legally liable, including but not limited to Contractor's officers, agents, representative, employees, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct 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 as 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 primary 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 as set forth above. 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 of this Agreement.

(d) City Lost or Damaged Property – Theft. Contractor further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines, penalties,

and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Contractor or of Contractor's officers, agents, representatives, employees, 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.

(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. Further, no aspect of this provision shall impact the City's rights to contribution from Contractor, or for the City to dispute Contractor's refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Contractor shall not be responsible for indemnification for claims or losses caused by the primary 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.

(g) The obligations of Contractor under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Contractor expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Contractor's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Agreement.

(h) The Contractor's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) Types 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, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $20,000,000 per occurrence, and $25,000,000 in the aggregate.

(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 $10,000,000 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 limit of not less than $10,000,000 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. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

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 work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. 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 Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

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. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

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 work or operations performed by or on behalf of the Contractor.

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.

(3) Workers’ Compensation

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. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Contractor or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

(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 Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(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 Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors' policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as board as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of 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. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Contractor shall be solely responsible and hold the City harmless for all matters relating to the payment of Contractor's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

(b) 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 the 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.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

(c) Contractor shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq*.) and California Government Code, Section 1090, *et. seq*. Contractor covenants that neither he/she nor any office or principal of their firm have any interest in,

or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or sub-Contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its Subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Contractor covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Contractor. The Contractor's covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Loma Linda Attn: T. Jarb Thaipejr, City Manager 25541 Barton Road Loma Linda, CA 92354
To Contractor:	West Coast Arborists Attn: Victor Gonzalez 2200 E. Via Burton Anaheim, CA 92806

17. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Contractor from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Contractor in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Contractor shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSALS

Not applicable.

22. 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. Contractor's covenant under this Section shall survive the expiration or termination of this Agreement.

23. 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.

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. CLAIMS AGAINST CITY

Contractor must comply with the claim procedures set forth in Government Code sections 900, *et. seq*., and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

26. EXHIBITS; PRECEDENCE

All documents reference as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the City's request for proposals, if any, shall prevail.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

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

CITY

City of Montclair
A Municipal Corporation

By:_____
T. Jarb Thaipejr, City Manager

Date: _____

Attest:

By:_____
Lynette Arreola, City Clerk

Date: _____

Approved as to Form:

By:_____
Diane E. Robbins, City Attorney

Date: _____

CONTRACTOR

West Coast Arborists, Inc.
A California Corporation

By:_____
Victor Gonzalez, V.P., Marketing

Date:_____

By:_____
Patrick Mahoney, Secretary

Date: _____

EXHIBIT A

A. Scope of Work

The work shall consist of furnishing all materials, labor, equipment, and incidentals necessary for pruning and removal of street and park trees in accordance with the Contractor's request for proposals.

1. WORKING HOURS: All work shall be performed between the hours of 7:00 a.m. and 5:00 p.m. weekdays. No weekend or holiday work shall be permitted unless authorized by the Public Works Superintendent.

2. PUBLIC SAFETY AND COOPERATION: All work shall be conducted in such a manner as to cause the least possible interference with, or annoyance to others and maintain safe conditions at all times while work operation are in progress.

3. INSPECTION BY THE CITY: The City shall inspect all work performed under this contract for compliance to the specifications and report any deficiencies to the Contractor.

4. DAMAGE TO PROPERTY: The Contractor shall not damage any public or private property as a result of the work specified. Any damage resulting from the Contractor's work shall be repaired, restored or replaced in kind within twenty–four (24) hours.

5. CERTIFIED ARBORIST: The Contractor shall employ a full–time, permanent Certified Arborist, as accredited by the International Society of Arboriculture at the time of proposal submittal, bid award and for the duration of the Agreement.

   The Certified Arborist shall be responsible for the Contractor's employees performing the work as specified herein, daily inspections of the worksite, and supervision of the Contractor's employees. The Certified Arborist shall represent the Contractor regarding any disputes that may arise with the City, public, and the Contractor's employees.

6. WORKMANSHIP: All work shall be completed in a timely and workmanlike manner. The Contractor shall provide qualified tree workers trained according to the tree care standards accepted by the International Society of Arboriculture and the National Arborists Association.

   All work shall be performed in a safe manner in compliance with the American National Safety Institute, Z133.1 Safety Standards for Tree Care Operations, as published by American National Safety Institute, Inc., 1430 Broadway, New York, New York 10018.

The Contractor shall provide qualified tree workers certified to perform tree work near energized primary and secondary electrical distribution lines. The Contractor shall comply with the Electrical Safety Orders issued by the State of California Occupational Health and Safety Administration (Cal/OSHA) including all amendments and revisions.

7. MEASUREMENT AND PAYMENT: The unit prices called for in the Agreement shall be full compensation for all labor, materials, and equipment necessary to complete the work as specified

   No further compensation shall be made unless authorized by the Public Works Superintendent or his designated representative.

8. NOTIFICATION TO RESIDENTS: The Contractor shall notify all affected residents and businesses of tree pruning and removal operations twenty–four (24) hours before the start of work. The Contractor is responsible for posting "Temporary No Parking" signs at least twenty–four (24) hours before using any parking lanes for tree trimming operations. Every effort shall be made by the Contractor to minimize the duration of driveway blocking. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

9. TRAFFIC AND SAFETY REQUIREMENTS: Any contractor performing work in a public right–of–way or parks shall conduct the operations so as to cause the least possible obstruction and inconvenience to public traffic and pedestrians and take all necessary measures to maintain an adequate traffic flow to prevent accidents and to protect the worksite.

   All traffic controls shall be in accordance with the Manual of Traffic Controls for Construction and Maintenance Work Zones published by State of California, Department of Transportation. All traffic devices, safety lights, and flagmen shall be provided by the Contractor.

   The Contractor shall receive approval from the Public Works Superintendent prior to the partial or complete closure of any lanes, streets, or intersections.

B. Complete Tree Pruning Specifications

All trees shall be pruned only in such a manner as to maintain the natural structure, form, health, and appearance of the tree species. Tree pruning shall consist of the total removal of those dead and living branches that might compromise the health, strength, and natural form of the tree. Specifically, mature trees shall be pruned in such a manner as to:

1. Prevent branch and foliage interference with the requirements of safe public passage. Over residential streets, limbs shall be maintained gradually from eight (8) feet at the curb to seventeen (17) feet over traffic lanes. Over

arterial streets, limbs shall be maintained at a maximum height of fourteen (14) feet from grade to wood.

Over sidewalks, limbs shall be maintained at a height of seven (7) feet from the grade to wood.

2. Remove all dead and dying branched and branch stubs that are ½ inch or larger.

3. Remove all broken or loose branches.

4. Remove any live branches that interfere with the tree's structural strength and healthful development, which will include the following:

   - Limbs that rub and abrade a more important branch.
   - Limbs of weak structure that are not important to the framework of the tree.
   - Limbs that, if allowed to grow, would wedge apart the junction of more important branches.
   - Branches near the end of a limb that will produce more weight or offer more resistance to wind that the limb are able to support.
   - Undesirable sucker and water sprout growth giving specific attention not to nick or damage the sprout "burl."
   - Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
   - Selective removal of limbs obstructing buildings or other structures, streetlights or traffic signs.

5. Cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs.

6. On mature trees only, clear water sprout or sucker growth to a minimum height of eight (8) feet above ground level.

7. Maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree.

8. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to the trees.

9. Clear all branches and foliage within four (4) to six (6) feet of primary electrical lines.

10. When pruning cuts are made to a side limb, the remaining limb shall possess a basal thickness of at least one third the diameter of the cut. Such cuts shall be considered proper only when the remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut within a reasonable amount of time.

11. All final pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Flush cuts shall be made and the branch collar shall not be removed.

12. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.

13. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on the tree. All significant pest, disease or structural weakness or defects observed by the Contractor while performing this work shall be promptly reported to the City.

14. All pruning tools and saws used for tree pruning shall be kept sharpened at all times to result in final cut with a nonabrasive wood surface and secure bark. All trees six (6) inches in diameter (DBH) or less shall be pruned with hand tools only. Chain saws will not be permitted on any trees with six (6) inches or less (DBH).

15. Whenever pruning cuts are made, while removing limbs too large to hold securely in one hand during the curing operation, the limb shall be cut off first, one (1) to two (2) feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent the tearing of bark and wood.

16. Live, healthy limbs with a diameter of three (3) inches or greater shall not be removed without prior approval from the Public Works Superintendent.

17. No more than twenty (20) percent of live wood may be removed from the crown of any tree. The exception to this is Live Oaks, which are limited to no more than ten (10) percent.

18. Any extraneous metal, wire, rubber or other material interfering with the natural growth of the tree shall be removed.

19. The use of climbing spurs or spike shoes is strictly prohibited except in the case of aerial rescue.

20. All pruning shall be performed in such a manner as to encourage and promote the natural growth and shape of the tree species. The Contractor shall not perform any of the following procedures:

    - The severe cutting back of growing tips including topping, dehorning, heading back, pollarding, hat racking.
    - Flush cutting where a cut is made even with the surface with the trunk or limb, removing the branch collar and branch bark ridge.

- Stub cutting where branch removal results in the base of the branch removed protruding more than approximately one–quarter inch beyond the zone of the branch collar and branch bark ridge.
- Removal of all the inner branches and foliage also known as lion tailing.

C. Removals

Removals of trees shall be completed in the safest and most efficient manner possible while providing minimal inconvenience to the resident. Removals shall include the total removal of all brush, surface roots, and stumps.

Stumps may be removed in whole by digging out each individual stump or by grinding the stump to a minimum of twelve (12) inches below the top of the curb. In each instance, the areas shall be backfilled and graded to conform to the surrounding area. Whenever a tree is removed, the Contractor is responsible for notifying Dig Alert at 1 (800) 227–2600, two (2) days before digging. Stumps must be removed within two (2) days of the date that the tree is removed.

D. Disposal of Tree Branches, Brush, and Stumps

All tree branches, brush, and stumps produced as a result of the Contractor's operations shall be reduced, reused, recycled, and/or transformed whenever possible.

1. Reducing will include, but not limited to, chipping, grinding, and/or shredding. Disposal at a landfill is acceptable only if the material is accepted by the landfill for use as alternate daily cover.

2. Reusing shall include, but not limited to, using chipped, ground, and/or shredded tree materials as mulch.

3. Recycling shall include, but not limited to, chipped, ground, or shredded tree material used to produce compost utilizing either a low or high technology.

4. Transformation will include, but not limited to, burning green waste, such as tree wood chips, for the purpose of producing energy.
   Worksites shall be cleaned on a daily basis with no limbs, brush or debris left overnight.

EXHIBIT B

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner. Contractor shall pay prevailing wages in accordance with the laws of the State of California. Payment for work completed will be based on the attached schedule of compensation.

Payment will be made within 30 days of invoice date during the term of this Agreement, which will be paid to the Contractor for all work and services to be performed pursuant to the Agreement.

Payment of additional services requested, in writing, by City and not included in the Scope of Services as set forth in this Agreement, shall be negotiated on an item–by–item basis. Any additional services cost will include labor, equipment, overhead, and profit.

Any and all work done under this Section of this Agreement will be with prior written approval from the CITY. If prior written approval is not obtained by the CONTRACTOR, no payment will be approved. Charges for additional services shall be invoiced on a monthly basis and shall be paid by the CITY within a reasonable time after said invoices are received by the CITY.

Cost Proposal
Tree Trimming and Tree Maintenance Services

The Cost Proposal Form shall be submitted with the proposal in a separate and sealed envelope. Contractor shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

ROUTINE ANNUAL TREE TRIMMING SERVICES

Routine Annual Tree Trimming $89.00 per tree

Palm Tree Trimming – Any size $89.00 per tree

SERVICE REQUESTS

Tree Pruning

0" to 6"	$89.00 per tree
7" to 12"	$115.00 per tree
13" to 18"	$170.00 per tree
19" to 24"	$235.00 per tree
25" to 30"	$300.00 per tree
31" and Over	$400.00 per tree

Crown Raising/Clearance Pruning

0" to 6"	$45.00 per tree
7" to 12"	$45.00 per tree
13" to 18"	$60.00 per tree
19" to 24"	$60.00 per tree
25" to 30"	$75.00 per tree
31" and Over	$75.00 per tree

Tree Removal and Stump Grinding

Tree Removal

0" to 6"	$39.00 per inch DBH
7" to 12"	$49.00 per inch DBH
13" to 18"	$49.00 per inch DBH
19" to 24"	$59.00 per inch DBH
25" to 30"	$59.00 per inch DBH

31" and Over	$ 59.00	per inch DBH
Stump Grinding	$ 19.00	per inch DBH at grade
Root Pruning	$ 29.00	per LF
Root Barrier Installation	$ 29.00	per LF
Tree Planting *(includes tree, materials, stakes, and planting costs)*		
15 gallons	$ 225.00	per tree
24" box	$ 425.00	per tree
36" box	$ 1,150.00	per tree
48" box	$ 2,450.00	per tree
60" box	$ 6,100.00	per tree
Tree Watering *(young trees, water truck/operator per hour)*	$ 105.00	per hour
General Labor Rates		
1 Ground-person	$ 105.00	per hour
1 Equipment Operator	$ 105.00	per hour
1 Trimmer	$ 105.00	per hour
Day Rate Service Crew *(Boom truck to include a chip body, Low decibel chipper, 1 trimmer, 2 ground persons)*	$ 2,520.00	per 8-hour day
Specialty Equipment Day Rate	$ 1,680.00	per 8-hour day
Emergency Services *(Fully equipped 3-person crew called in for emergency service)*		
During normal business hours	$ 360.00	per hour
After hours, weekends, holidays	$ 450.00	per hour
General Arborist Services	$ 180.00	per hour
Plant Health Care Services	$ 180.00	per hour

Website:
www.beaumontca.gov

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposals
For
Tree Trimming and Tree Maintenance Services

Proposals Due By:
11:00 AM
April 5, 2024

Contact:
Doug Story
Director of Community Services
dstory@beaumontca.gov

RFP Available:
www.publicpurchase.com or
https://www.beaumontca.gov/949/Bids-and-RFPs

OVERVIEW

The City of Beaumont (City) is seeking proposals from qualified contractors (Contractor) to perform annual tree trimming, tree maintenance, and general arborist inspection and reporting services. This is a prevailing wage project.

BACKGROUND

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 36 square miles.

The City's Community Services Department is responsible for maintaining approximately eighteen (18) acres of parkways; six (6) acres of trails; one-hundred twenty-three (123) acres of parks; sixty (60) acres of open space; and over fifty (50) medians in the City's rights-of-way. Within these areas exists a variety of tree species, including pines, magnolias, California peppers, palm trees, maples, ash, Italian cypress, deodar cedars, ornamental plums, and mulberries, just to name a few.

The purpose of this maintenance contract is to provide the City of Beaumont with the best possible tree care to maintain the City's trees at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected firm will work closely with City staff to ensure the most appropriate care and maintenance of the City's tree inventory.

GENERAL TERMS AND CONDITIONS

AWARD OF CONTRACT

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the contract. The City shall reserve the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This

contract may not be awarded to the lowest bidder. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the tree conditions.

An award will be made to the firm who best meets the City's requirements and who offers the most advantageous combination of low pricing and high qualifications for all criteria described in this document.

CONTRACT EXECUTION

The successful Contractor shall execute a contract with the City for the services to be provided. A sample Agreement for Maintenance Services is provided as attached (Exhibit C).

FEDERAL, STATE, AND LOCAL LAWS

The Contractor and all Subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, and regulations.

DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

AMERICANS WITH DISABILITIES

The Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination, as well as all applicable regulations and guidelines issued pursuant to the ADA.

NON-COLLUSION AFFIDAVIT

All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

CITY OF BEAUMONT BUSINESS LICENSE

The awarded Contractor and subcontractors shall obtain a ***City of Beaumont business license*** prior to commencing work for the City.

TERMINATION FOR CONVENIENCE

Refer to Section II in the attached sample Agreement for Maintenance Services (Exhibit C).

PAYMENT

Refer to Section IV in the attached sample Agreement for Maintenance Services (Exhibit C).

INDEMNIFICATION

Refer to Section V in the attached sample Agreement for Maintenance Services (Exhibit C).

PREVAILING WAGES

Refer to Section VI in the attached sample Agreement for Maintenance Services (Exhibit C).

FAILURE TO COMPLETE PROJECT

Refer to Section IX in the attached sample Agreement for Maintenance Services (Exhibit C).

INSURANCE

Refer to Section X in the attached sample Agreement for Maintenance Services (Exhibit C).

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE

Refer to Section XII in the attached sample Agreement for Maintenance Services (Exhibit C).

ENTIRE AGREEMENT

Refer to Section XVII in the attached sample Agreement for Maintenance Services (Exhibit C).

SENATE BILL 854 REQUIREMENTS

Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

Starting July 1, 2017, the new annual registration fees for public works contractors have increased to $400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- $25,000 new construction, alteration, installation, demolition or repair
- $15,000 for maintenance

PROPOSAL SUBMITTAL INSTRUCTIONS

SUBMITTAL LOCATION, CLOSING DATE AND TIME

To be considered, proposals must be received by the City of Beaumont, 550 East 6th Street, Beaumont, CA 92223 on or before April 5, 2024, at 11:00 AM.

PROPOSAL LABELING

The proposal shall be submitted in a sealed envelope with all original pages intact. Proposal envelopes must be plainly marked and submitted as follows:

"TREE TRIMMING AND TREE MAINTENANCE SERVICES"

The Cost Proposal Form shall be submitted with the proposal in a separate and sealed envelope. Contractor shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

Contractors wishing to have their bid proposals considered for this project shall submit completed forms found in Exhibit B. All forms should be signed by an authorized representative of the company and should be legible.

The following forms are required to be submitted and are attached to this RFP as Exhibit B:

1. Proposer Identification/Signature Authorization Form
2. References Form
3. List of Subcontractors Form
4. Non-Collusion Affidavit
5. DIR - SB 854 Compliance Form
6. Questionnaire Form

The Contractor shall complete the Cost Proposal Form and it shall be submitted with the proposal in a **separate sealed envelope**. Contract shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

QUESTIONS AND ANSWERS

All written questions shall be directed via email to Doug Story, Community Services Director, at dstory@beaumontca.gov . The deadline for all written questions is March 18, 2024, at 5:00pm. Responses to all submitted questions will be in the form of an addendum and will be posted on www.publicpurchase.com by March 22, 2024, at 5:00pm.

Personal and/or telephonic contact with the City staff in regard to this RFP is prohibited. The City may reject the proposal of such Contractor.

WITHDRAWAL OF PROPOSAL BEFORE CLOSING

Any Contractor may request the withdrawal of their submitted proposal, by written request, at any time PRIOR to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the City will consider the Contractor's proposal null and void and return the proposal to the Contractor, unopened. Withdrawal of Contractor's proposal will not prejudice Contractor's re-submittal for this or any future proposal(s).

PUBLIC RECORD

Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Contractor must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Contractor claims are exempt from disclosure pursuant to the California Public Records Act. The Contractor who claims such an exemption must also state in the proposal that, "The Contractor agrees to indemnify and hold harmless the City, and its officers, employees and agents from any claims, liability or damages against the city and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party."

EXHIBIT A

PROJECT SCOPE OF WORK

The Contractor shall perform tree trimming and maintenance, and general arborist services in accordance with the statement of work described herein and all applicable governing standards. The work performed pertaining to this contract is routine, perpetual and typical.

It shall be understood that the Contractor will be required to perform and complete the proposed tree trimming and tree maintenance, and general arborist services in a thorough and professional manner, and to provide all labor, tools, equipment, traffic control, materials and supplies necessary to complete all work in a timely manner that will meet the City's requirements.

REQUIRED QUALIFICATIONS

All firms submitting bid proposals must hold valid licensing:

A valid California State Contractor's License:

- C-27 – Landscaping Contractor
    - California Code of Regulations Title 16, Division 8, Article 3. Classifications
        - A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.
- C-61 – Limited Specialty Classification
    - California Code of Regulations Title 16, Division 8, Article 3. Classifications

- Limited specialty is a specialty contractor classification limited to a field and scope of operations of specialty contracting for which an applicant is qualified other than any of the specialty contractor classifications listed and defined in this article.
- An applicant classified and licensed in the classification Limited Specialty shall confine activities as a contractor to that field or fields and scope of operations set forth in the application and accepted by the Registrar or to that permitted by Section 831.
- Upon issuance of a C-61 license, the Registrar shall endorse upon the face of the original license certificate the field and scope of operations in which the licensee has demonstrated qualifications.
- A specialty contractor, other than a C-61 contractor, may perform work within the field and scope of the operations of Classification C-61, provided the work is consistent with established usage and procedure in the construction industry and is related to the specialty contractor's classification.
- The CSLB has listed the C-61 classifications into "D" subcategories for administrative tracking. The definitions for the "D" subcategories were developed by staff and approved by the Board as policy.

- Subcategory D-49 – Tree Service Contractor
  - California Code of Regulations Title 16, Division 8, Article 3. Classifications
    - A tree service contractor prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying.
    - California state pest control license
    - City of Beaumont Business License

All licenses must be in good standing and without any official unresolved record of complaints

registered or filed with the Board or California Department of Consumer Affairs.

Contractor shall have OSHA certification of applicable equipment to be used throughout the term of this project. Contractor shall have certified traffic control staff in accordance with MUTCD guidelines.

Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

Personnel must be qualified and trained in the tree maintenance industry. This will include staffing a manager who shall be an ISA Certified Arborist.

Contractor should have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful Contractor shall be required to comply with the quality control plan throughout the term of the contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

PROJECT SPECIFICATIONS

GENERAL SPECIFICATIONS

Tree Trimming and Maintenance

It shall be understood that the Contractor will be required to perform and complete the proposed tree trimming and maintenance, and general arborist services work in a thorough and professional manner, and to provide labor, tools, equipment, traffic control, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities throughout the City:

- Routine annual tree maintenance
    - Tree pruning
    - Crowning /raising
    - Palm tree trimming
    - Tree removal and stump grinding

  - Line Clearance Pruning
  - Clearance Pruning
  - Root pruning
  - Root barrier installation
  - Tree planting
  - Tree watering
  - Worksite cleanup
  - Distribution of no parking signs and door hangers
  - Traffic control
- General Arborist Services
  - Arborist inspection services and reports
  - Foliar and pesticide treatments
- Labor and equipment
- General labor
- Day service crew
- Emergency Services and response
- Specialty equipment rental
- Data Entry
- GPS Tree Inventory
- Online Maintenace Access*

* Online maintenance is defined as Internet access to an Urban Forestry Management tool for GPS tree inventories that includes work order tracking, ability to send work requests including but not limited to tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

Tree Trimming Classifications and Tasks

1. Full Trim/Grid Tree: Shall consist of removal of all dead, dying, diseased, crossing or rubbing, and weak limbs or branches within the canopy; Clearing limbs from all wires, lights, buildings, and/or traffic signal devises; Raising the canopy to a minimum of 14 feet above the curb; Restructuring the crown to provide thinning out of, reduction of, and/or restoration of; Removal of trunk sprouts, water sprouts and suckers; Balancing of

the crown; Removal of "v" crotches and establishing scaffold branches of young trees while maintaining clearance for vehicle and pedestrian traffic in public rights-of-way.

2. Clearance Trim: Shall consist of removing branches to provide a 14-foot clearance from the top of the curb; clearing limbs or branches away from wires, lights, buildings, and/or traffic signal devices; removal of trunk sprouts, water sprouts and suckers; clearing limbs or branches to provide for pedestrian travel.
3. Palm Tree Trim: Shall consist of removing all dead or drooping fronds and fruiting clusters as close to the trunk as possible without cutting into outer trunk line, leaving approximately five to seven healthy fronds evenly spaced no more than 45 degrees above horizontal.
4. Tree Removals: Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working or other hazardous conditions to individuals, landscape, structures, obstacles, or private property.
    a. Trees shall not be stump cut and felled. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth. All surface roots within a depth of eight inches (8") in a twelve-foot (12') zone around the tree shall be removed by grinding. Grinding of stump shall be completed within 48 hours of tree removal.
    b. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. All debris shall be properly removed off site and at the contractor's expense. However, a twig, branches, leaves, and large wood shall be removed from the site prior to the crew vacating the worksite.
5. Stump Grinding: Stump grinding consists of grinding tree stumps to a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth. All surface roots within a depth of a 12 ft. zone around the tree shall be removed by grinding. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, utilities, or private property. Contractor shall notify Dig Alert two working days prior to stump grinding.
6. Root Pruning: Root pruning consists of cutting the roots vertically along a straight, linear plane, usually along the curb and sidewalk to an 18" depth. Root pruning is done to prevent further damage to infrastructure and/or private property caused by surface roots of City trees. Root pruning is also done to accommodate repairs of sidewalk, curbs, asphalt, and other infrastructure.

a. Root pruning shall be done with a power stump grinder or power root cutter, unless City staff gives prior approval. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.

7. Tree Planting: The City shall prepare a work order of tree planting locations throughout the City.
   a. Contractor shall follow the ANSI Planting Standards and ISA Best Management Practices for Tree Planting.
   b. Contractor shall provide a ninety (90) day warranty for all tree plantings. Contractor is responsible for tree watering and maintenance during the warranty period. Any trees that die or do not establish during the warranty period shall be replaced at the Contractor's sole expense. The warranty period will start over for any trees that require replacement.
8. Emergency Work Charges: Emergency work charges shall include all personnel, equipment and other material used in completing work in an emergency situation. This includes night work and work on weekends and holidays. Contractor shall respond to emergency calls within two (2) hours from time of notification.
9. Hourly Work Charges: Regular hourly work charges shall include trimming and cleanup of broken limbs, thinning, re-staking and/or removal of young trees, and other services need generally as a result of storm damage. This work shall occur during normal working hours.

Standards

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 4:00 P.M.

Prior to beginning the work, the Contractor shall review the City Landscaping Standards and various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include, but not be limited to, accepted pruning activities and coordination with City staff for clarification.

Work will be assigned on a monthly basis and completed within thirty (30) days of assignment. Contractor shall secure a list of tree maintenance locations from City staff during the last week of the month that identifies work assignments for the following month.

Contractor shall provide the City with a proposed schedule one (1) week in advance of performing services. Contractor shall notify City representative when they arrive on site to perform services within the City.

Contractor shall always keep City staff informed of their progress.

All debris resulting from tree pruning operations shall be removed from the work site daily and taken to a designated City facility drop-off location in Beaumont.

Inspections

At all times, City staff shall have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

Traffic Control

The Contractor shall provide traffic control as required and obtain traffic control permits from the City prior to beginning work.

The Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

The Contractor shall conform to all State and City traffic safety requirements, operating rules and governing standards of the MUTCD and WATCH manuals, at all times, while this contract is in effect.

Public Noticing of Scheduled Maintenance Operations

Contractor shall notify the resident(s) forty-eight (48) hours in advance of scheduled work.

Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the work.

Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the

public. Work shall be performed by competent employees and supervised by an experienced supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

Clean Up

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City or authorized representative shall be the sole judge as to the adequacy of the cleanup.

Disposal of Debris

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Green waste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

Green waste Recycling Report
Green waste that is transported to an offsite facility for grinding into mulch shall be documented and available to the City on a monthly basis.

Wood Chips
Chips generated from pruning operations within the City of Beaumont may first be dumped at a City designated site.

At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations within

the City.

Work Quality

All tree maintenance shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City shall determine if the Contractor has met all requirements and payment shall not be made for that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

PRUNING REQUIREMENTS

General Tree Pruning Requirements

All cuts shall be made sufficiently close to the trunk or parent limbs, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

Removal of Laterals: The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Do not make stub cuts (an inch or more beyond the branch collar). Do not make flush cuts (through the branch collar). For any branch too large to be held while being cut, remove by means of the following cuts:

Under cut the branch 4 to 10 inches beyond the base (to prevent splitting or peeling).

No hooks, gaffs, spurs or climbers will be used for anything other than removals.

Cut off the branch beyond the undercut where necessary to prevent property damage, branches shall be lowered to the ground by ropes and/or proper equipment. Remove the remaining stub via a final cut, as described above.

Grid Tree Pruning

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

Topping shall not be done unless specifically requested by the City.

The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2” or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.

Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Heading cuts and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

Pruning for Traffic Clearances

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis.

Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City and conform to the following:

The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed in the Special Provisions section in a manner selected by the Contractor and approved by the City, and in accordance the following:

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.

Palm Skinning (additional service and cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

Service Requests for Tree Pruning

Trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Trees designated for aesthetic trimming shall be trimmed, shaped, and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fifteen (15) feet over the roadway and nine (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

TREE REMOVALS

The City may prepare a list of trees to be removed, mark trees, notify homeowners and submit a list(s) to Contractor. Contractor calls Underground Service Alert (USA) and notifies the City of the call and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out and notify the City of the call. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance

of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

All wood from removed trees is the property of the City and shall be disposed of at the direction of the City. No wood shall be left along public right-of-way unless approved by the City. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

TREE PLANTING

Planting includes the tree, stakes, V.I.T. twist braces and complete installation and watering at time of installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.

Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Depth shall be until sandy soil is reached or a minimum of 4'. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball

shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.

Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.

All trees shall be staked with two wooded lodge poles and two V.I.T. twist braces per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (11/2") inch diameter. Tree V.I.T. twist braces shall be placed at one third (1/3") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.

Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.

In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.

Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

All trees shall be of good nursery stock that adheres to the City of Beaumont approved planting list. Trees shall be free from pests, disease and structural defects.

TREE WATERING

Watering is performed by a one-man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger, only at the direction of City staff.

SMALL TREE CARE

The City requires an active approach to the care of its young and newly planted trees. The

Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

CREW RENTAL

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

EMERGENCY RESPONSE

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least three (3) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines, the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials

GENERAL ARBORIST SERVICES

On occasion, the City requires tree evaluations, including written reports. The Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections.

INSPECTION OF HAZARDOUS CONDITIONS

All City trees shall receive routine maintenance and periodic inspections at the direction of City staff. The Contractor is not to inspect, monitor or maintain trees unless given clear direction from City staff. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for directions and/or further evaluation. These hazards can be discovered through both routine pruning work or through other forms of inspection. The City shall direct Contractor to correct hazards in a timely manner.

PLANT HEALTH CARE

Contractor shall provide the City with a detailed description of the plant health care operation and what services would be provided for the City.

Contractor shall provide the City with a detailed description of the process of disease monitoring and decay detection during grid pruning operations and provide notifications and recommendations to the City of issues identified.

Contractor shall provide in detail the approach and process to tree risk assessment and identify who would be conducting tree risk assessment in the City.

PESTICIDES

Pesticide Usage Reporting

Contractor shall submit Pesticide Usage Report(s) to the City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment, as applicable.

Report(s) will provide all information needed and in a format sufficient for all annual reporting.

Contractor is to use the least toxic pesticide required for effective control of a given pest.

Pests and Diseases

All trees known or suspected to be diseased or infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.

All trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer or other high priority pests/ pathogens as determined by the County shall be identified. Contractor shall handle all debris in a manner consistent with the newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site.

No additional charges for disinfection or special handling shall be allowed.

Pesticide Treatment of Trees

Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor and all applicable product labels and regulations.

Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.

DEFINITIONS

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Beaumont is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract.

The use of the word “shall’ and “ought to be held” shall be understood to mean “mandatory” and “permissive” respectively. The use of the words “his” or “him” shall be construed to mean either gender, as appropriate.

The following are definitions for terms used in this project:

1. Branch Collar shall mean wood tissue ridges that form around the base of a branch between the main stem and the branch usually as a branch begins to die the branch collar begins to increase in size.
2. Block Trim shall consist of a group of trees to be pruned in a localized area as defined by the Director.
3. Callus shall refer to the new growth made by the cambium layer around all of a wound.
4. Cambium Layer shall mean the growing point between bark and sapwood.
5. Closure shall refer to the roll of the callus growth around the wound area.
6. Crown shall mean the head or canopy of tree foliage.
7. The Cut shall mean the exposed wood area that remains after the branch has been removed.
8. Cut Back Drop Crotch shall mean the specified reduction of the overall size of a tree or individual branches but may include the overall reduction of the sides as well as the top of the tree.
9. Dormant shall refer to a condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.
10. Girdling Roots are located above or below ground level, whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of sap.
11. Leader shall mean central growth shoot.
12. Lifting shall refer to the removal of lower branches for under clearance.
13. Parent System shall mean the main trunk system of the tree.
14. Pre-cut or Pre-cutting shall mean the removal of the branch at least beyond the finished cut, to prevent splitting into parent stem or branch.
15. Pruning shall mean the removal of dead, dying, diseased, live, interfering, objectionable and weak branches in a scientific manner.

16. Sap Flow shall mean the definite course assumed by sap in its movement through the tree scars or Injuries shall refer to natural or man-made lesions of the bark in which wood is exposed.
17. Scatter Trim shall consist of the trimming of a tree, or group of trees, that do not consist of eight or more in a localized area.
18. Suckers shall mean the abnormal growth of small branches usually not following the general pattern of the tree.
19. Thinning Out shall mean the removal of live branches to reduce wind resistance and to create more space.
20. Topping see Cut Back.
21. Tracing shall mean carefully cutting the bark along the lines of sap flow to encourage closure and to be the outline of the wound area.
22. Trimming see Pruning.
23. Inspector shall mean the duly authorized representative of the Director of Community Services Department who shall monitor the contractor's progress within the Tree Services project area he/she is assigned to.
24. Trash and Litter shall mean any debris generated by the Contractor within the Tree Services project area such as paper, cans, bottles, limbs three inches in diameter or less, rocks, etc., which is not intended to be present as part of the landscape.

EXHIBIT B

FORMS REQUIRED FOR SUBMISSION

SUBMISSION CERTIFICATION

I hereby submit to the City of Beaumont the following bid proposal for work outlined in the Request for Proposal entitled "**TREE TRIMMING & TREE MAINTENANCE SERVICES.**"

By my initials below, I certify that the following documents are completed, fully executed, and included in my proposal as required in the RFP document.

_____ Proposer Identification/Signature Authorization
_____ References
_____ List of Subcontractors
_____ Non-Collusion Affidavit
_____ Dept. of Industrial Relations (DIR) SB 854 Certification
_____ Questionnaire

Contractor shall complete the Cost Proposal Form and it shall be submitted with the proposal in a **separate sealed envelope**. Contract shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

_____ Cost Proposal Form (under separate sealed envelope)

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my proposal.

Business Name_____
Authorized Signature_____
Print Name _____ Title _____
Date_____ Contact Phone Number _____

PROPOSER IDENTIFICATION

1. Legal Name of Proposer: _____
2. Street Address: _____

   City/State/Zip: _____
3. Mailing Address (if different): _____

   City/State/Zip: _____
4. Business Phone: _____ Email: _____
5. Contractor's State License No. _____ Classification(s): _____
6. Dept. of Industrial Relations (DIR) Registration No. _____
7. Proposer's Project Manager: _____

SIGNATURE AUTHORIZATION

I hereby certify that I have the authority to offer this proposal/bid to the City of Beaumont for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

_____ _____

Signature of Authority Date

_____ _____

Print Name Title/Position

REFERENCES

Contractor should have at least three (3) similar and separate California municipal tree maintenance contracts which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope to this project (descriptions of these projects and contact persons must be provided with bid submission).

1. Name of Agency: _____
   Mailing Address: _____
   Contact Person: _____ Contact Phone: _____
   Email Address: _____
   Term of Contract: _____ Contract Amount: $_____

2. Name of Agency: _____
   Mailing Address: _____
   Contact Person: _____ Contact Phone: _____
   Email Address: _____
   Term of Contract: _____ Contract Amount: $_____

3. Name of Agency: _____
   Mailing Address: _____
   Contact Person: _____ Contact Phone: _____
   Email Address: _____
   Term of Contract: _____ Contract Amount: $_____

4. Name of Agency: _____
   Mailing Address: _____
   Contact Person: _____ Contact Phone: _____
   Email Address: _____
   Term of Contract: _____ Contract Amount: $_____

LIST OF SUBCONTRACTORS

The proposer is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California.

Legal Name of Subcontractor: _____
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____DIR Registration No. _____Percent of Contract: _____%
Specific Description of Subcontract: _____

Legal Name of Subcontractor: _____
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____DIR Registration No. _____Percent of Contract: _____%
Specific Description of Subcontract: _____

Legal Name of Subcontractor: _____
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____DIR Registration No. _____Percent of Contract: _____%
Specific Description of Subcontract: _____

Legal Name of Subcontractor: _____
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____DIR Registration No. _____Percent of Contract: _____%
Specific Description of Subcontract: _____

If Subcontractors will not be used for this contract, please initial here: _____

NON-COLLUSION AFFIDAVIT

(Per California Public Contract Code Section 7106)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California ⎫
County of ⎭ ss.

_____, being first duly sworn, deposes and says

that he or she is _____(title) of

_____, (legal name of proposing contractor)

the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DEPT OF INDUSTRIAL RELATIONS NOTICE
(SENATE BILL 854)

Senate Bill 854 was signed into law on June 20, 2014 and established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement, determines prevailing wage and public works coverage, and hears enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects are required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid directly to the State of California. As of March 2024, the annual registration fee for public works contractors is $400.00.

Contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:
Contractors who work exclusively on small public work projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. However, contractors are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies to public works projects that do not exceed:

- $25,000 new construction, alteration, installation, demolition or repair
- $15,000 for maintenance

The City is required to fill out a form alerting the DIR of the services you are providing to within five (5) days after Notice of Award. Detailed information is needed to complete this form; therefore, you will be required to provide certain information needed to complete the DIR form.

Proposer's DIR No. _____ Federal ID No. _____

Proposer is not registered with the DIR, but agrees to immediately register if awarded the contract _____ (initials)

QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Proposer shall complete, under penalty of perjury, the following:

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature authority portion of this Proposal shall constitute signature of this questionnaire.

1. Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

   Yes _____ No _____

If answered "Yes," please explain in detail the circumstances surrounding the event:

_____

_____

_____

_____

_____

_____

_____

Cost Proposal
Tree Trimming and Tree Maintenance Services

The Cost Proposal Form shall be submitted with the proposal in a separate and sealed envelope. Contractor shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

ROUTINE ANNUAL TREE TRIMMING SERVICES

Routine Annual Tree Trimming $_____ per tree

Palm Tree Trimming – Any size $_____ per tree

SERVICE REQUESTS

Tree Pruning

0" to 6" $_____ per tree
7" to 12" $_____ per tree
13" to 18" $_____ per tree
19" to 24" $_____ per tree
25" to 30" $_____ per tree
31" and Over $_____ per tree

Crown Raising/Clearance Pruning

0" to 6" $_____ per tree
7" to 12" $_____ per tree
13" to 18" $_____ per tree
19" to 24" $_____ per tree
25" to 30" $_____ per tree
31" and Over $_____ per tree

Tree Removal and Stump Grinding

Tree Removal

0" to 6" $_____ per inch DBH
7" to 12" $_____ per inch DBH
13" to 18" $_____ per inch DBH
19" to 24" $_____ per inch DBH
25" to 30" $_____ per inch DBH

31" and Over	$_____ per inch DBH
Stump Grinding	$_____ per inch DBH at grade
Root Pruning	$_____ per LF
Root Barrier Installation	$_____ per LF
Tree Planting *(includes tree, materials, stakes, and planting costs)*	
15 gallons	$_____ per tree
24" box	$_____ per tree
36" box	$_____ per tree
48" box	$_____ per tree
60" box	$_____ per tree
Tree Watering *(young trees, water truck/operator per hour)*	$_____ per hour
General Labor Rates	
1 Ground-person	$_____ per hour
1 Equipment Operator	$_____ per hour
1 Trimmer	$_____ per hour
Day Rate Service Crew *(Boom truck to include a chip body, Low decibel chipper, 1 trimmer, 2 ground persons)*	$_____ per 8-hour day
Specialty Equipment Day Rate	$_____ per 8-hour day
Emergency Services *(Fully equipped 3-person crew called in for emergency service)*	
During normal business hours	$_____ per hour
After hours, weekends, holidays	$_____ per hour
General Arborist Services	$_____ per hour
Plant Health Care Services	$_____ per hour

EXHIBIT C

MAINTENANCE SERVICES AGREEMENT (SAMPLE)

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective May 07, 2024, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and WEST COAST ARBORISTS, INC. whose address is 2200 E Via Burton, Anaheim, CA 92806 ("CONTRACTOR").

RECITALS

A. CONTRACTOR submitted a proposal ("Proposal") in response to a request from the CITY to provide certain services, which Proposals are attached hereto as **Exhibit "A"** and made a part hereof by this reference; and

B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposals; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement: This Agreement is effective as of the date first above written and shall continue for a term of three years covering the services ("Services") provided in the Proposal. The term of this agreement may be extended by the City Council for up to two additional terms of one year at the sole and absolute discretion of the City Council as evidenced by a written amendment to this agreement. Notwithstanding the forgoing, City may terminate this Agreement at any time upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

1.1 Written Approvals for Work. Prior to rendering any Services under this Agreement, Contractor must receive the written and signed approval from the Community Services Director identifying with particularity the scope of services including but not limited to the number of trees to be trimmed and the estimated cost of such Services which shall not extend for a period for longer than thirty days. For the sake of clarity, Contractor shall not provide any Services and shall not be entitled to compensation hereunder for any Services that are not specifically identified in a written approval duly executed by the Community Services Director as provided in this section.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without prior written consent of the CITY.

Compensation for services under this agreement shall be as provided in the proposal and Section 1.1, not to exceed the sum budgeted by CITY for such services. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed the maximum total of One Million Seven Hundred Twenty Thousand ($1,720,000).

3.02 CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY'S:

a. Determination that any fees charged is consistent with this Agreement's approved rate schedule:
b. Determination that the multiplication of the quantities billed times the approved rate schedule dollars is correct:
c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate. CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

3.03 All Agreement prices shall be adjusted as follow:

All agreement prices shall be adjusted annually beginning on July 01, 2025, based on the Non-seasonally Adjusted Consumer Price index established by the United States Department of Commerce, Bureau of Labor Statistics, for _____ With the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herin, and shall be based on the following formula:

New Price=(Price Adjustment) x First Year Agreement Price

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}}\right)$$

CPI=_____
Base CPI=_____

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable as of the dates specified above for price adjustments. No new price shall ever be lower than any existing current Agreement price in effect immediately before the annual adjustment.

4. Obligations of CONTRACTOR.

4.01 In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other

taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to

amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than $1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or

evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____

David Fenn, Mayor

Date: _____

CONTRACTOR:

WEST COAST ARBORISTS, INC.

By: _____

Print Name: Patrick Mahoney

Title: Owner/President

Date: 06/13/24

ATTEST:

By:

_____

Nicole Wheelright, Deputy City Clerk

APPROVED AS TO FORM:

By:_____

John O. Pinkney, City Attorney

EXHIBIT "A"

PROPOSAL

Cost Proposal
Tree Trimming and Tree Maintenance Services

The Cost Proposal Form shall be submitted with the proposal in a separate and sealed envelope. Contractor shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

ROUTINE ANNUAL TREE TRIMMING SERVICES

Routine Annual Tree Trimming	$ 89.00	per tree
Palm Tree Trimming – Any size	$ 89.00	per tree

SERVICE REQUESTS

Tree Pruning

0" to 6"	$ 89.00	per tree
7" to 12"	$ 115.00	per tree
13" to 18"	$ 170.00	per tree
19" to 24"	$ 235.00	per tree
25" to 30"	$ 300.00	per tree
31" and Over	$ 400.00	per tree

Crown Raising/Clearance Pruning

0" to 6"	$ 45.00	per tree
7" to 12"	$ 45.00	per tree
13" to 18"	$ 60.00	per tree
19" to 24"	$ 60.00	per tree
25" to 30"	$ 75.00	per tree
31" and Over	$ 75.00	per tree

Tree Removal and Stump Grinding

Tree Removal

0" to 6"	$ 39.00	per inch DBH
7" to 12"	$ 49.00	per inch DBH
13" to 18"	$ 49.00	per inch DBH
19" to 24"	$ 59.00	per inch DBH
25" to 30"	$ 59.00	per inch DBH

31" and Over	$ 59.00	per inch DBH
Stump Grinding	$ 19.00	per inch DBH at grade
Root Pruning	$ 29.00	per LF
Root Barrier Installation	$ 29.00	per LF
Tree Planting *(includes tree, materials, stakes, and planting costs)*		
15 gallons	$ 225.00	per tree
24" box	$ 425.00	per tree
36" box	$ 1,150.00	per tree
48" box	$ 2,450.00	per tree
60" box	$ 6,100.00	per tree
Tree Watering *(young trees, water truck/operator per hour)*	$ 105.00	per hour
General Labor Rates		
1 Ground-person	$ 105.00	per hour
1 Equipment Operator	$ 105.00	per hour
1 Trimmer	$ 105.00	per hour
Day Rate Service Crew *(Boom truck to include a chip body, Low decibel chipper, 1 trimmer, 2 ground persons)*	$ 2,520.00	per 8-hour day
Specialty Equipment Day Rate	$ 1,680.00	per 8-hour day
Emergency Services *(Fully equipped 3-person crew called in for emergency service)*		
During normal business hours	$ 360.00	per hour
After hours, weekends, holidays	$ 450.00	per hour
General Arborist Services	$ 180.00	per hour
Plant Health Care Services	$ 180.00	per hour

SUBMISSION CERTIFICATION

I hereby submit to the City of Beaumont the following bid proposal for work outlined in the Request for Proposal entitled **"TREE TRIMMING & TREE MAINTENANCE SERVICES."**

By my initials below, I certify that the following documents are completed, fully executed, and included in my proposal as required in the RFP document.

MM	Proposer Identification/Signature Authorization
MM	References
MM	List of Subcontractors
MM	Non-Collusion Affidavit
MM	Dept. of Industrial Relations (DIR) SB 854 Certification
MM	Questionnaire

Contractor shall complete the Cost Proposal Form and it shall be submitted with the proposal in a **separate sealed envelope**. Contract shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

MM Cost Proposal Form (under separate sealed envelope)

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my proposal.

Business Name West Coast Arborists, Inc.

Authorized Signature _____

Print Name Patrick Mahoney Title President

Date 04/03/24 Contact Phone Number 714-991-1900

PROPOSER IDENTIFICATION

1. Legal Name of Proposer: West Coast Arborists, Inc.
2. Street Address: 43712 Jackson Street

   City/State/Zip: Indio, CA 92201
3. Mailing Address (if different): 2200 E. Via Burton

   City/State/Zip: Anaheim, CA 92806
4. Business Phone: 714-991-1900 Email: vgonzalez@wcainc.com
5. Contractor's State License No. 366764 Classification(s): C27, C61/D49, C49
6. Dept. of Industrial Relations (DIR) Registration No. 1000000956
7. Proposer's Project Manager: Isaac Garza, Area Manager

SIGNATURE AUTHORIZATION

I hereby certify that I have the authority to offer this proposal/bid to the City of Beaumont for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

Signature of Authority

04/03/24
Date

Patrick Mahoney
Print Name

President
Title/Position

REFERENCES

Contractor should have at least three (3) similar and separate California municipal tree maintenance contracts which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope to this project (descriptions of these projects and contact persons must be provided with bid submission).

1. Name of Agency: City of Indio
   Mailing Address: 100 Civic Center Mall, Indio, CA 92201
   Contact Person: Jose Vasquez Contact Phone: 760-218-0947
   Email Address: jvasquez@indio.org
   Term of Contract: 2006 - Current Contract Amount: $ 645,000

2. Name of Agency: City of Coachella
   Mailing Address: 53462 Enterprise Way, Coachella, CA 92236
   Contact Person: Maritza Martinez Contact Phone: 760-501-8111
   Email Address: mmartinez@coachella.org
   Term of Contract: 2012 - Current Contract Amount: $ 600,000

3. Name of Agency: City of Palm Desert
   Mailing Address: 73-510 Fred Waring Dr., Palm Desert, CA 92260
   Contact Person: Randy Chavez Contact Phone: 760-346-0611
   Email Address: rchavez@cityofpalmdesert.org
   Term of Contract: 2011 - Current Contract Amount: $ 1,300,000

4. Name of Agency: City of Palm Springs
   Mailing Address: 425 N. Civic Center Dr., Palm Springs, CA 92262
   Contact Person: Kenneth Kershaw Contact Phone: 760-323-8283
   Email Address: kenneth.kershaw@palmspringsca.gov
   Term of Contract: 2018 - Current Contract Amount: $ 800,000

LIST OF SUBCONTRACTORS

The proposer is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California.

Legal Name of Subcontractor: No Subcontractors to be used.
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____ DIR Registration No. _____ Percent of Contract: _____%
Specific Description of Subcontract: _____

Legal Name of Subcontractor: _____
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____ DIR Registration No. _____ Percent of Contract: _____%
Specific Description of Subcontract: _____

Legal Name of Subcontractor: _____
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____ DIR Registration No. _____ Percent of Contract: _____%
Specific Description of Subcontract: _____

Legal Name of Subcontractor: _____
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____ DIR Registration No. _____ Percent of Contract: _____%
Specific Description of Subcontract: _____

If Subcontractors will not be used for this contract, please initial here: _____

NON-COLLUSION AFFIDAVIT

(Per California Public Contract Code Section 7106)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Orange) ss.

Patrick Mahoney, being first duly sworn, deposes and says that he or she is President (title) of West Coast Arborists, Inc., (legal name of proposing contractor) the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

04/02/24

Patrick Mahoney, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On April 2, 2024 before me, Amelia Menzel, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Patrick Mahoney
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

AMELIA MENZEL
Notary Public - California
Orange County
Commission # 2446240
My Comm. Expires May 8, 2027

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
☑ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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DEPT OF INDUSTRIAL RELATIONS NOTICE
(SENATE BILL 854)

Senate Bill 854 was signed into law on June 20, 2014 and established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement, determines prevailing wage and public works coverage, and hears enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects are required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid directly to the State of California. As of March 2024, the annual registration fee for public works contractors is $400.00.

Contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:
Contractors who work exclusively on small public work projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. However, contractors are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies to public works projects that do not exceed:

- $25,000 new construction, alteration, installation, demolition or repair
- $15,000 for maintenance

The City is required to fill out a form alerting the DIR of the services you are providing to within five (5) days after Notice of Award. Detailed information is needed to complete this form; therefore, you will be required to provide certain information needed to complete the DIR form.

Proposer's DIR No. 1000000956 Federal ID No. 95-3250682

Proposer is not registered with the DIR, but agrees to immediately register if awarded the contract _____ (initials)

QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Proposer shall complete, under penalty of perjury, the following:

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature authority portion of this Proposal shall constitute signature of this questionnaire.

1. Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

   Yes _____ No X

If answered "Yes," please explain in detail the circumstances surrounding the event:

N/A



Setting the Gold Standard
by partnering with over 300 communities

City of Beaumont

RFP – Tree Trimming and Tree Maintenance Services



GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology

West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #1000000956

West Coast Arborists, Inc.

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Tree Care Professionals Serving Communities Who Care About Trees www.WCAINC.com

April 2, 2024

City of Beaumont
Attn: Doug Story, Director of Community Services
550 E. 6th Street
Beaumont, CA 92223

RE: RFP - Tree Trimming and Tree Maintenance Services
Due: Friday, April 5, 2024 at 11:00AM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Beaumont. WCA is a family-owned and operated company employing over 1,200 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 51-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 95 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Indio Office located at 43712 Jackson St, Indio, CA 92201. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Isaac Garza, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 396-9544 or igarza@wcainc.com.

Sincerely,

Patrick Mahoney, President

West Coast Arborists, Inc.

COMPANY INFORMATION
President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 1000000956
Members of Laborers' Union: LiUNA!
SAM Entity ID: CFJMVMJ9NSD1
Website: wcainc.com

CORPORATE OFFICE
2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES
Escondido, CA
Fresno, CA
Indio, CA
Ontario, CA
Phoenix, AZ
Riverside, CA
Sacramento, CA
San Diego, CA
San Jose, CA
San Francisco, CA
Santa Clarita, CA
Stockton, CA
Ventura, CA

CONTRACT ADMINISTRATION
Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT
Isaac Garza, Area Manager
2200 E. Via Burton
Anaheim, CA 92806
Phone (714) 991-1900
Fax (714) 956-3745
Email: igarza@wcainc.com

EMERGENCY RESPONSE 24/7
1-800-LIMB-DOWN

COMPANY QUALIFICATIONS

Company Introduction

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,200 full-time employees providing tree maintenance and management services. We are proudly serving over 350 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



95+ ISA Certified Arborists



50 Years Experience (Similar Size & Scope)



1,200+ Qualified Employees



Accredited by TCIA



Local Office & Yard (Indio)



1600+ Pieces of Equipment (Owned)

West Coast Arborists, Inc.

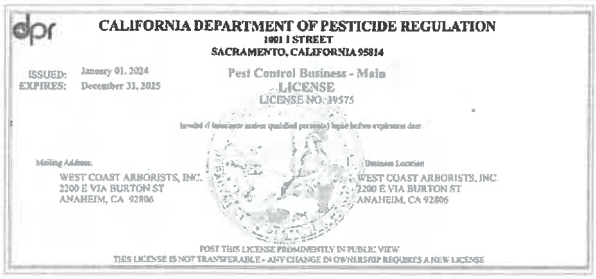
Corporate Capabilities

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C49, C27, C31, C21, A & B
- Over $8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,200+ employees
- 350+ contracts with public agencies
- 95+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 20,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to $25 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over $190 million annually
- Fleet of approximately 1,600 pieces of equipment

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities | –Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2024
EXPIRES: December 31, 2025

Pest Control Business - Main
- LICENSE
LICENSE NO: 39575

Mailing Address:
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

Business Location
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



STATE OF CALIFORNIA
DCA
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 366764 Entity CORP

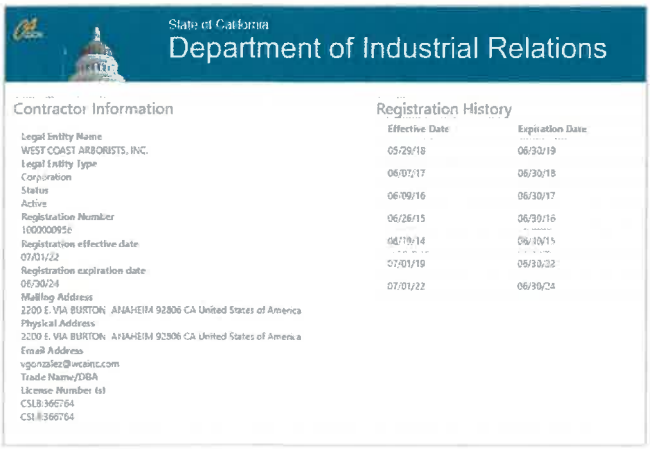
Business Name WEST COAST ARBORISTS INC

Classification(s) C61/D49 C27 A C21 B C31 C49

Expiration Date 12/31/24

CSLB

www.cslb.ca.gov



State of California
Department of Industrial Relations

Contractor Information

Legal Entity Name
WEST COAST ARBORISTS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000000956
Registration effective date
07/01/22
Registration expiration date
06/30/24
Mailing Address
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
Physical Address
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
Email Address
vgonzalez@wcainc.com
Trade Name/DBA
License Number (s)
CSLB:366764
CSLB:366764

Registration History

Effective Date	Expiration Date
05/29/18	06/30/19
06/07/17	06/30/18
06/09/16	06/30/17
06/26/15	06/30/16
06/19/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/24

West Coast Arborists, Inc.

COMPANY PERSONNEL

Introduction

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.



Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

Work Force

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. **The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."**

Certification

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

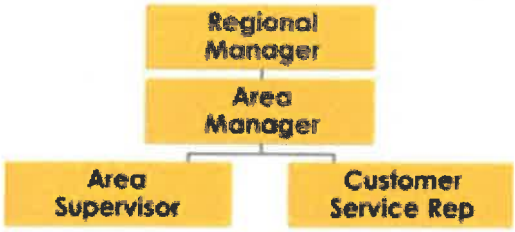
Crew Evaluation

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

West Coast Arborists, Inc.

Meet the Team: Project Team

Project Team Structure





MIKE PALAT — Regional Manager/V.P.

Mr. Palat has been with WCA since 2003. He brought several years' experience in both utility and urban forestry working with ArcView and GPS as well as field experience. As a Regional Manager, he is responsible for field operations and oversees Area Managers in Southern California & Arizona. Mr. Palat has over 20 years in the tree care industry and is the current Chairman of the San Diego Regional Urban Forests Council. As an ISA Board Certified Master Arborist, Mike has extensive knowledge and experience in the science, practice, and management of the urban forest as it relates to the arboriculture industry. This credential includes completing continued education units (CEUs) each year.

- ISA Board Certified Master Arborst #WE-6541BUM
- B.S. Parks & Recreation Management, minor in Environmental Science
- ISA Tree Risk Assessment Qualified
- TCIA Certified Treecare Safety Professional (CTSP) #302
- Certified Wildlife Protector #575



ISAAC GARZA — Area Manager

Isaac has over 15 years' experience in the arboriculture industry. He started in the municipal sector and joined WCA in 2019 to manage our Desert Cities region. As an Area Manager Isaac manages crews in the field. Ensures company work and safety policies are being followed. Provides guidance to Supervisors in completing safety and crew evaluations. Maintains contact and communications with City Inspectors or assigned representatives to schedule and plan work. Accounts for all crew paperwork and assists in any billing concerns or issues.

- ISA Certified Arborist #WE-8689a
- ISA Tree Risk Assessment Qualified
- TCIA Certified Treecare Safety Professional (CTSP) #3312
- TCIA Electrical Hazard Awareness Program



GABRIEL RUIZ — Project Supervisor

As Site Supervisor, Gabriel is a full-time employee and speaks fluent English. Gabriel started his career with WCA in 2012 and has a broad knowledge of arboriculture and tree maintenance for municipalities. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with City officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He also assists in employee training programs, maintaining records, and filing daily reports and receipts.

- ISA Certified Tree Worker Climber #WE-11568T
- WCA Qualified Arborist

West Coast Arborists, Inc.

Meet the Team: Support Staff



ANDREW PINEDA — GIS Manager

Andrew Pineda has been with WCA since 2018. As WCA's GIS Manager, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He was worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data and works closely with office and field personnel to ensure tree inventories, reports, and analysis exceed customer expectations.

- ISA Certified Arborist #WE-12738A
- FAA UAS Part 107 Remote Pilot
- M.S. Geographic Information Science (GIS), CSU Long Beach
- B.A. Environmental Science, Boston University



TIM CROTHERS — Plant Health Care Manager

Mr. Crothers has over 20 years of experience working in the horticulture industry. He started working at WCA in 2012 as a supervisor. He was quickly promoted to Area Manager, a role that required him to produce reports as a Certified Arborist as well as train staff and clients in proper tree care, inventory management, landscape design and plant identification. In his role as Plant Health Care Manager, Mr. Crothers supervises arborist services staff and plant health care operations throughout California and Arizona. He oversees the creation of Urban Forestry Master Plans (UFMPs) and is a Registered Consulting Arborist by the American Society of Consulting Arborists.

- ISA Board Certified Master Arborist #WE-7655BUM
- B.S. Environmental Horticultureal Science
- ASCA Registered Consulting Arborist #721
- CA Dept. Pesticide Regulation QAL #145321 B, D
- ISA Tree Risk Assessment
- Qualified & TLC Wildlife Aware



ESTELA GARCIA — Customer Service Rep. (CSR)

As the CSR (Customer Service Representative), Estela is responsible for providing support to the Area Manager, Site Supervisors, and field crews. She will act as a liaison between WCA and its clients as well as the general public. Estela is responsible for responding to customer service inquires and facilitating contracting functions, such as: generating work orders, mapping, underground service alert, data entry, quality control, list preparation, billing inquiries, and public relations.

West Coast Arborists, Inc.

Executive Staff

From marketing, contract administration, field and fleet management, to information technology, our Executive Staff is involved in the day-to-day operations supporting each Project Team and customer to ensure the highest quality of tree care is being achieved in the industry.



Patrick Mahoney
President



Richard Mahoney
Secretary



Rose Epperson
Treasurer



Andrew Trotter
V.P. – Field Operations



Chris Crippen
V.P. – I.T.



Victor Gonzalez
V.P. – Business Development



Debbie DePasquale
V.P. – Internal Operations



Ernesto Macias
V.P. – Risk Management



Nick Alago
V.P. – SoCal Region



Michael Palat
V.P. – SoCal Region



Jason Pinegar
V.P. – NorCal Region

West Coast Arborists, Inc.

1,200+ Employees

WCA & LiUNA!

WCA has forged a successful partnership with the Laborer's International Union of North America.

HIGHER STANDARDS + **EXEMPLARY TRAINING** = **SUPERIOR EMPLOYEES**

13 offices with prestigious Tree Care Industry Association (TCIA) accreditation

ISA CERTIFIED

ISA Board Certified Master Arborists

Michael Palat	#WE-6541 BUM
Kelley Gilleran	#WE-7061 B
Tim Crothers	#WE-7655 BUM
Joseph Bartolo	#WE-2034 BU
Eugene Bordson	#WE-10777 BT
Rebecca Mejia	#WE-2355 B
Jeffrey Crain	#WE-6658 B
Stuart Hupp	#WE-11395 B

CERTIFIED TREE WORKER ISA **165**

CERTIFIED ARBORIST ISA **101**

MASTER ARBORIST ISA **8**

- **55** ISA Tree Risk Assessment Qualified
- **151** WCA Certified Utility Line Clearance Workers
- **20** ISA Certified Utility Specialists
- **57** TCIA Certified Treecare Safety Professionals
- **10** ISA Municipal Specialists
- **1** Nursery in Placentia & Dedicated Manager
- **8** Information Technology Specialists
- **75** Fleet Mechanics
- **11** NCCCO Certified Crane Operators

ASCA | RCA

American Society of Arboriculture Registered Consulting Arborists

3 ASCA Consulting Arborists

Tim Crothers	**RCA #721**
Kelley Gilleran	**RCA #668**
Leo Tuchman	**RCA #771**

Wildlife Protection

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for *Tree Care for Birds and Other Wildlife.*

- BMP Training
- **95** Wildlife Aware Trained/Certified by WTI
- **1** On-Staff Biologist

Unique Capabilities

Plant Health Care

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain **in-house** State Certified qualified pest applicators.

California Department of Pesticide Regulation (DPR)

WCA has **1 Advisor (PCA)** and **10 Applicators (QAL)** on staff.

West Coast Arborists, Inc.

CLIENT REFERENCES

West Coast Arborists understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

CITY OF INDIO **SINCE 2006**

WCA currently maintains the City's landscape maintenance districts consisting of over 10,000 street trees. These trees are maintained on an annual 3-5 year maintenance cycle. All palm tree species are trimmed annually and removals are based on an as needed basis. WCA is a supporter and participant in the City's annual Arbor Day celebration.

Contact: Jose Vasquez, Parks & Facilities Manager

100 Civic Center Mall, Indio, CA 92201 ~ (760) 218-0947 ~ jvasquez@indio.org

ANNUAL BUDGET: $645,000

CITY OF COACHELLA **SINCE 2012**

WCA has partnered with the City of Coachella to provide tree trimming and maintenance services citywide and in the landscape maintenance districts. The palm trees throughout the coachella valley requires specific maintenance including sterilized equipment and special care when handling the various palm types. In addition to providing tree planting and removal services, WCA recently partnered with the City for the AMPlifying the Urban Forest project which included planting trees from a CalFire grant that the City received.

Contact: Maritza Martinez, Public Works Director

53462 Enterprise Way, Coachella, CA 92236 ~ (760) 501-8111 ~ mmartinez@coachella.org

ANNUAL BUDGET: $600,000

CITY OF PALM DESERT **SINCE 2011**

WCA provides arboricultural services for the City of Palm Desert which includes palm pruning during May through July and hardwood tree pruning for the City and Housing Authority trees during the spring and/or fall season. WCA also provides tree pruning at the Desert Willlow Golf Course.

Contact: Randy Chavez, Landscape Supervisor – Public Works

73-510 Fred Waring Dr., Palm Desert, CA 92260 ~ (760) 346-0611 ~ rchavez@cityofpalmdesert.org

ANNUAL BUDGET: $1,300,000

CITY OF PALM SPRINGS **SINCE 2018**

WCA provides citywide tree maintenance services for the City of Palm Springs including tree pruning, removal, palm pruning, tree watering, tree replacement and emergency response services as-needed.

Contact: Kenneth Kershaw, Parks Maintenance Supervisor

425 N. Civic Center Dr., Palm Springs, CA 92262 ~ (760) 323-8283 ~ kenneth.kershaw@palmspringsca.gov

ANNUAL BUDGET: $800,000

West Coast Arborists, Inc.

EXPERIENCE: CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY OF AGOURA HILLS
CITY OF ALAMEDA
CITY OF ALHAMBRA
CITY OF ANAHEIM
CITY OF ARCADIA
CITY OF ARTESIA
CITY OF AZUSA
CITY OF BALDWIN PARK
CITY OF BEAUMONT
CITY OF BELL
CITY OF BELL GARDENS
CITY OF BELLFLOWER
CITY OF BERKELEY
CITY OF BEVERLY HILLS
CITY OF BRADBURY
CITY OF BRAWLEY
CITY OF BREA
CITY OF BUENA PARK
CITY OF BURLINGAME
CITY OF CAMARILLO
CITY OF CARLSBAD
CITY OF CARMEL-BY-THE-SEA
CITY OF CARPINTERIA
CITY OF CARSON
CITY OF CERES
CITY OF CHINO
CITY OF CHINO HILLS
CITY OF CHOWCHILLA
CITY OF CHULA VISTA
CITY OF CITRUS HEIGHTS
CITY OF CLAREMONT
CITY OF COACHELLA
CITY OF COLTON
CITY OF COMMERCE
CITY OF CONCORD
CITY OF CORONA
CITY OF CORONADO
CITY OF COSTA MESA
CITY OF COVINA
CITY OF CUDAHY
CITY OF CULVER CITY
CITY OF CUPERTINO
CITY OF DANA POINT
CITY OF DAVIS
CITY OF DEL MAR
CITY OF DIAMOND BAR
CITY OF DUARTE
CITY OF EL CAJON
CITY OF EL CENTRO
CITY OF EL SEGUNDO
CITY OF ENCINITAS
CITY OF ESCONDIDO
CITY OF FILLMORE
CITY OF FOLSOM
CITY OF FONTANA
CITY OF FREMONT
CITY OF FRESNO
CITY OF FULLERTON
CITY OF GARDEN GROVE
CITY OF GILROY
CITY OF GLENDALE
CITY OF GLENDORA
CITY OF GOLETA
CITY OF GRAND TERRACE
CITY OF HALF MOON BAY
CITY OF HAWAIIAN GARDENS
CITY OF HIGHLAND
CITY OF HOLLISTER
CITY OF HUNTINGTON BEACH
CITY OF IMPERIAL BEACH
CITY OF INDIO
CITY OF INDUSTRY
CITY OF INGLEWOOD
CITY OF IRWINDALE
CITY OF JURUPA VALLEY
CITY OF LA CANADA
CITY OF LA HABRA
CITY OF LA MESA
CITY OF LA MIRADA
CITY OF LA PALMA
CITY OF LA PUENTE
CITY OF LA VERNE
CITY OF LAGUNA BEACH
CITY OF LAGUNA HILLS
CITY OF LAKE ELSINORE
CITY OF LAKE FOREST
CITY OF LAKEWOOD
CITY OF LATHROP
CITY OF LEMON GROVE
CITY OF LINCOLN
CITY OF LIVERMORE
CITY OF LODI
CITY OF LOMA LINDA
CITY OF LOMPOC
CITY OF LONG BEACH
CITY OF LOS ALAMITOS
CITY OF LOS ALTOS
CITY OF LOS ANGELES
CITY OF MADERA
CITY OF MANHATTAN BEACH
CITY OF MENIFEE
CITY OF MENLO PARK
CITY OF MILPITAS
CITY OF MISSION VIEJO
CITY OF MONROVIA
CITY OF MONTCLAIR
CITY OF MONTEBELLO
CITY OF MONTEREY
CITY OF MONTEREY PARK
CITY OF MOORPARK
CITY OF MORENO VALLEY
CITY OF MORGAN HILL
CITY OF MOUNTAIN VIEW
CITY OF MURRIETA
CITY OF NATIONAL CITY
CITY OF NEWARK
CITY OF NEWPORT BEACH
CITY OF NORCO
CITY OF NORWALK
CITY OF OAKLEY
CITY OF OCEANSIDE
CITY OF ONTARIO
CITY OF ORANGE
CITY OF OXNARD
CITY OF PALM DESERT
CITY OF PALM SPRINGS
CITY OF PALO ALTO
CITY OF PARAMOUNT
CITY OF PERRIS
CITY OF PICO RIVERA
CITY OF PLACENTIA
CITY OF PLEASANTON
CITY OF POMONA
CITY OF POWAY
CITY OF RANCHO CORDOVA
CITY OF RANCHO CUCAMONGA
CITY OF RPV
CITY OF REDLANDS
CITY OF REDONDO BEACH
CITY OF RIALTO
CITY OF RIVERSIDE
CITY OF ROSEMEAD
CITY OF ROSEVILLE
CITY OF SACRAMENTO
CITY OF SAN BERNARDINO
CITY OF SAN BRUNO
CITY OF SAN CARLOS
CITY OF SAN CLEMENTE
CITY OF SAN DIEGO
CITY OF SAN DIMAS
CITY OF SAN FERNANDO
CITY OF SAN JACINTO
CITY OF SAN JUAN CAP
CITY OF SAN LEANDRO
CITY OF SAN MARCOS
CITY OF SAN RAMON
CITY OF SANTA ANA
CITY OF SANTA BARBARA
CITY OF SANTA CLARA
CITY OF SANTA CLARITA
CITY OF SANTA FE SPRINGS
CITY OF SANTA MARIA
CITY OF SANTEE
CITY OF SIERRA MADRE
CITY OF SIGNAL HILL
CITY OF SOLANA BEACH
CITY OF SOUTH PASADENA
CITY OF SOUTH SF
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF TEMPLE CITY
CITY OF THOUSAND OAKS
CITY OF TORRANCE
CITY OF TRACY
CITY OF TULARE
CITY OF TUSTIN
CITY OF UPLAND
CITY OF VENTURA
CITY OF VERNON
CITY OF VICTORVILLE
CITY OF VISALIA
CITY OF VISTA
CITY OF WALNUT
CITY OF WALNUT CREEK
CITY OF WEST COVINA
CITY OF WEST HOLLYWOOD
CITY OF WEST SACRAMENTO
CITY OF WHITTIER
CITY OF WOODLAND
CITY OF YORBA LINDA
COUNTY OF ALAMEDA
COUNTY OF COLUSA
COUNTY OF CONTRA COSTA
COUNTY OF EL DORADO
COUNTY OF FRESNO
COUNTY OF LOS ANGELES
COUNTY OF MONTEREY
COUNTY OF NAPA
COUNTY OF ORANGE
COUNTY OF PLACER
COUNTY OF RIVERSIDE
COUNTY OF SAN BERNARDINO
COUNTY OF SAN DIEGO
COUNTY OF SAN JOAQUIN
COUNTY OF SAN MATEO
COUNTY OF TULARE
COUNTY OF VENTURA
COUNTY OF YOLO
MOUNTAIN HOUSE CSD
ROSSMOORE CSD
TOWN OF ATHERTON

West Coast Arborists, Inc.

FIRM EXPERIENCE

Listed below are current contracts valued over $2,000,000 annually.

Customer	Duration	Annual Contract Amount
County of Los Angeles	Since 2015	$14,800,000
City & County of San Francisco	Since 2017	$6,200,000
City of Riverside	Since 2018	$4,400,000
City of Long Beach	Since 2016	$3,400,000
City of Fresno	Since 2001	$3,400,000
Riverside Public Utilities	Since 1997	$3,400,000
City of Anaheim/Anaheim Utilities	Since 2007	$3,300,000
City of Corona	Since 2010	$3,000,000
City of Industry	Since 2020	$3,000,000
County of Orange - Parks	Since 2014	$3,000,000
City of Sacramento - Parks	Since 2016	$2,800,000
City of San Diego	Since 2015	$2,700,000
City of Ontario	Since 1998	$2,700,000
City of Sacramento	Since 2015	$2,500,000
City of Glendale	Since 2015	$2,500,000
Glendale Water & Power	Since 2015	$2,500,000
City of Santa Clarita	Since 2008	$2,400,000
City of Beverly Hills	Since 2000	$2,300,000
City of Fullerton	Since1998	$2,300,000
City of Santa Ana	Since 2015	$2,000,000

West Coast Arborists, Inc.

SCOPE OF SERVICES

Grid Tree Pruning

Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and in its entirety. This includes pruning all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 15% of the live foliage removed at a given time.

Special Request Tree Pruning

Special Request Tree Pruning includes tree maintenance services on designated tree(s) as ordered by the City's Arborist or designee. This category of pruning may include structural pruning, crown raising, crown cleaning and/or pruning to restore the crown. Whichever work type is ordered by the City, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Trees that are identified for a Special Request Tree Prune shall have approximately 25% of the live foliage removed at a given time.

Pruning to reduce the tree's crown (or Crown Reduction Pruning) may be performed when conditions within the crown of a hardwood tree are such that the overall canopy mass and excessive wood weight needs to be reduced. This type of prune is performed when the City's primary objective is to maintain or improve tree health and structure and will be charged at the Crew Rental rate as agreed upon by the City and WCA.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Young Tree Maintenance (Optional)

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

Root Pruning

We strongly recommend against any root pruning, however, should the City elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away. This is performed under the hourly rate.

Tree and Stump Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Our standard stump grinder is the *Vermeer SC802*. This stump grinder is ideal for any size job and can be used to grade large stumps. We also use the *Dosko SC69* stump grinders. These are intended to remove tree stumps and exposed root systems close to ground level. Tree removal and stump removal are to be charged separately in accordance with the contract.



Tree Planting

We can replace trees that have been removed and plant new trees in accordance with the City's specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.



WCA provides the technology, management, and civic experience that makes it the preferred tree management partner across the West.

Plant Health Care

Tim Crothers, Plant Health Care Manager
ISA Board Certified Master Arborist WE-7655 BUM
DPR Qualified Pest Control Applicator #145321, QAL Category B & D

Our PHC program managed by Tim goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

West Coast Arborists, Inc.

IMPLEMENTATION, QUALITY CONTROL & SAFETY

Implementation Plan

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Area Manager: Isaac Garza

ISA Certification #: WE-8689A
TCIA CTSP #3312
ISA Tree Risk Assessment Qualified

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manger will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

- Weekly management will consist of, but is not limited to:
- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.



Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary, and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.

West Coast Arborists, Inc.

Workflow Timelines

GRID PRUNING FLOWCHART

(Within 30-day Completion)



REMOVAL FLOWCHART

(Within 15-day Completion)



PLANTING FLOWCHART

(Within 15-day Completion)



EMERGENCY FLOWCHART

(Within 1-3 hour Response / 24-hour Completion)



PLANT HEALTH CARE FLOWCHART



West Coast Arborists, Inc.

Emergency Contacts

In case of emergency AFTER normal business hours:

866.546.2369

Leave a message, if you do not receive a call back within 10 minutes, call the following contacts in order:

Manuel Perez, Supervisor
626.255.2821

Marco Padilla, Supervisor
714.404.7979

Isaac Garza, Area Manager
714.936.9544

Martin Cortez, Area Manager
714.713.0717

AFTER confirmation from on-call Manager, you can email multiple locations to:

LimbDown@WCAInc.com

Sample Planting Door Hanger



West Coast Arborists, Inc.

Quality Control

Feedback

WCA regularly receives and tracks feedback from customers and residents as a means to acknowledge good performance and provide prompt resolution for any negative comments. Every month, a summary of the feedback is then reviewed by the management team.

Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.



Nicole Angeme

From: Valerie Ferchaw <VFERCHAW@santa-clarita.com>
Sent: Tuesday, July 21, 2020 5:58 PM
To: Nicole Angeme; Hermimio Padilla; Gerardo Perez
Cc: Andy Trotter; Pat Mahoney; Victor Gonzalez
Subject: Thank you, WCA!

Hermimio, Nicole, & Gerardo:

A big THANK YOU for the beautiful trimming of the City of La Canada 'street tree' (coast live oak) at the frontage of my residence today.

From start to finish, you all provided top-notch service. Albeit I know how "awesome" you are from our professional collaboration, experiencing it all first-hand, as a resident, provides a new vantage point. I was absolutely impressed by the customer service experience your team provided—just as importantly, I knew that the beloved oak was in the best hands. Stellar!

With much appreciation,
Valerie

Valerie Ferchaw
Urban Forestry Administrator
City of Santa Clarita

Phone: (661) 284-2569
Email: vferchaw@santa-clarita.com
Web: http://www.santa-clarita.com

City of SANTA CLARITA

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of private property including plans for corrective measures to take place within 48 hours.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair.

We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

West Coast Arborists, Inc.

Safety & Training

Safety Program

Safety standards are top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of -the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts.

We have a full time Safety & Training Manager, Dane Jensen, that is professionally trained in the field of horticulture. As WCA's Training Manager, Dane is responsible for staying up-to-date on all tree-related industry standards as related to safety and the wellness of our employees and the public in which we serve. Training materials are regularly reviewed and updated to ensure WCA employees receive the proper education, instruction and hands on experience needed to perform their day to day activities safely and efficiently. Training topics include a full-circle from proper pruning techniques, arboriculture, to customer service and everything in between.

- ISA Certified Utility & Municipal Arborist #WE-12014A
- ISA Skills Test Evaluator—TW Climber
- TCIA Certified Treecare Safety Professional #3303
- ISA Tree Risk Assessment Qualification #E4068
- American Heart Association BLS and First Aid Instructor



Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency (excluding emergency services).

West Coast Arborists, Inc.

Employee Training Program

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.

Our Training and Safety team members are tasked with completing field evaluations of crews and members are on-site to coach and train employees on safe practices. Employees receive performance evaluations at 90 days, 6 months, then annually (or as-needed) after their first year. All employees are provided copies of WCA's Injury & Illness Prevention Program.



Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.

ATSSA
SAFER ROADS SAVE LIVES



WCA is dedicated to health and safety for trees, employees, and the community.

West Coast Arborists, Inc.

TECHNOLOGY & INFORMATION MANAGEMENT

ARBOR ACCESS



West Coast Arborists has completed **300+** GPS tree inventories.

ArborAccess

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

ArborAccess Features

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

Software Training

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

List Tracking System

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

Billing

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

Sample Management Tools: Detailed Tree Site Characteristics

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.



Maintenance Records

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

West Coast Arborists, Inc.

Sample: Species Frequency Report

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

	Botanical	Common	Total
	Magnolia grandiflora	SOUTHERN MAGNOLIA	4,256
	Ulmus parvifolia	CHINESE ELM	3,657
	Lagerstroemia indica	CRAPE MYRTLE	2,638
	Jacaranda mimosifolia	JACARANDA	1,927
	Cinnamomum camphora	CAMPHOR TREE	1,456
	Pinus canariensis	CANARY ISLAND PINE	1,401
	Schinus terebinthifolius	BRAZILIAN PEPPER	1,129
	Quercus ilex	HOLLY OAK	1,077
	Cupaniopsis anacardioides	CARROTWOOD	905
	Lophostemon confertus	BRISBANE BOX	836
	Other	OTHER	14,330
	Total Trees		**33,812**

Detailed Reporting Options		
Inventory	**Work History**	**District Frequency**
View Invoices	**Work Type by District**	**Species Frequency** (sample above)
Job Balances	**DBH Frequency**	**All Tees at an Address**
Green Waste	**Height Frequency**	**Estimated Tree Value**



WCA helps agencies understand and manage their canopy by sharing inventories, insight, and data.

West Coast Arborists, Inc.

EQUIPMENT LIST

Equipment

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications, as required.

Equipment List Summary	
Pick Up Trucks	389
Aerial Lift Devices	358
95ft Aerial Devices	18
Dump Trucks	224
Flat Beds	45
Field Service Trucks	32
Arrowboards	98
ATVs	24
Stump Grinders	67
Loaders	96
Rubber Track Loader	1
Root Pruners	2
Roll off Trucks	54
Saw Mill	3
Log Skidder	4
Back Hoes	1
Brush Chippers	159
Cranes	6
Toyota Prius	8
Toyota Yaris	9
Ford CMAX	4



CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

Telematics (GPS)

WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers



West Coast Arborists, Inc.

IN-HOUSE FLEET MAINTENANCE

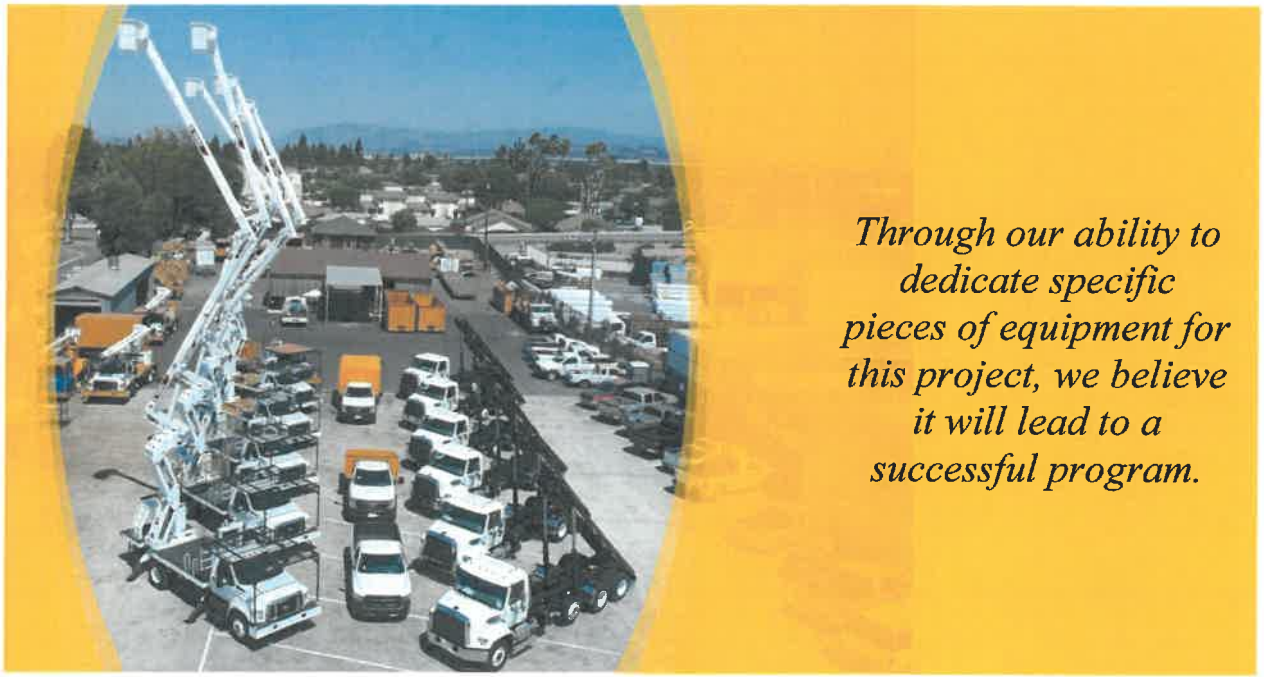
We currently have more than 1,600 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ over 50 full-time mechanics that perform an in-house fleet maintenance program. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time. Equipment is assigned to different crews and if the crew is shared with another contract the equipment will be as well.

PREVENTATIVE MAINTENANCE PROGRAM

All WCA equipment goes through our Preventative Maintenance program. From our solar powered arrow boards, to our Freightliner Roll Off trucks. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time.

SUSTAINABILITY

Over the last few years, we have invested heavily in new equipment to keep our fleet modern, comply with state requirements, meet demand and reduce our effects on the environment. We understand with a fleet as large as ours that we are responsible for the amount of emissions our vehicles produce and actively make an effort to monitor and reduce our carbon footprint.



Through our ability to dedicate specific pieces of equipment for this project, we believe it will lead to a successful program.

West Coast Arborists, Inc.

WILDLIFE, GREEN WASTE & COMMUNITY

Wildlife Protection

We have a full-time Biologist, Lissette Rios, on staff whose responsibilities include writing reports, pre-work bird assessments, and training crews on current bird nesting laws as well as BMPs for tree maintenance. The protection of birds, especially during nesting season, is critical to providing responsible tree maintenance and her experience, training and skilled eye have proven to be a great asset to our team. Our safety and training department has committed to working with wildlife preservation associations and played a key role in the establishment of the Tree Care for Birds and Other Wildlife BMP that is used in the tree care industry.



Green Waste

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.

MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to our yard, and these are then chopped into usable firewood.



Street Tree Revival

STREET TREE REVIVAL, our wood recycling program has become an important component of our approach to urban forest management. 25 years ago, we started our urban wood recycling program in collaboration with the California Department of Forestry and Fire Protection (CDF). Since a number of trees require removal, it was important to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand of trees from natural forests.

All trees have a life cycle, so we are making every effort to save the trees we can from ending up in landfills. When trees need to be removed from the Urban Forest, we preserve their natural beauty and also limit carbon emissions by salvaging trees lost during storms, disease, or normal senescence and recycling this wood into usable raw lumber.



West Coast Arborists, Inc.

Arbor Day Advocates

WCA participates in over 100 Arbor Day and other community events annually by providing educational presentations, tree plantings and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come.

Community Involvement

WCA participates in Arbor Day and other community events annually by providing educational presentations, tree plantings and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come. WCA has a designated "Grants Team" to work with agencies to obtain grants for tree planting and growing the urban forest.



Partnering with the Arizona Sustainability Alliance to engage K-12 educators in urban forestry.

Community Campaigns

WCA has partnered with *Invest From the Ground Up* and the *Western Chapter International Society of Arboriculture* to plant trees across California under their newest initiative – Cool Parks. With a generous grant from CAL FIRE, the Cool Parks team is working alongside partner cities and nonprofits to bring **2500** trees to California's disadvantaged and low-income communities, organize a CA Tree Team workshop, and engage residents to learn and care about the trees in their city.

Prior to the "Cool Parks" campaign, WCA participated in the CIRCLE (California Initiative to Reduce Carbon and Limit Emissions) campaign since its launch in October of 2016. Each round of tree planting events has provided thousands of trees to communities across California. The trees planted have the potential to sequester millions of pounds of CO_2.

These events are valuable to California communities by generating thousands of volunteers, improving air quality, and educating the local community about proper tree planting techniques. Together, we can grow the urban forest for a more sustainable future.

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105 **E-MAIL ADDRESS:**
INSURED West Coast Arborists, Inc. 2200 E Via Burton Anaheim CA 92806 USA	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Starr Indemnity & Liability Company — 38318 **INSURER B:** Starr Specialty Insurance Company — 16109 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 570100231595 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			1000100141231 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000198198231	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION						EACH OCCURRENCE AGGREGATE	
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1000004228 Workers Comp CA 1000004229 Workers Comp AZ	07/01/2023 07/01/2023	07/01/2024 07/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

West Coast Arborists, Inc.
2200 E. Via Burton
Anaheim CA 92806 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570100231595

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Starr Indemnity & Liability Company	38318
INSURER B:	Starr Specialty Insurance Company	16109
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
West Coast Arborists, Inc.
2200 E Via Burton
Anaheim CA 92806 USA

COVERAGES **CERTIFICATE NUMBER:** 570100230876 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			1000100141231 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000198198231	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
B A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000004228 Workers Comp CA 1000004229 Workers Comp AZ	07/01/2023 07/01/2023	07/01/2024 07/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Beaumont, its officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of City of Beaumont, its officials, employees and agents in accordance with the policy provisions of the General Liability and Workers Compensation policies.

CERTIFICATE HOLDER

City of Beaumont
550 E 6th St
Beaumont CA 92223 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : AB

Certificate No : 570100230876

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-Contributory Condition

Policy Number: 1000100141231 **Effective Date:** July 1, 2023 at 12:01 A.M.
Named Insured: West Coast Arborists, Inc.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. SECTION IV – CONDITIONS, condition **4. Other Insurance** is amended as follows:

1. The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey
Steve Blakey, President

Nehemiah E. Ginsburg
Nehemiah E. Ginsburg, General Counsel

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	West Coast Arborists, Inc.
Endorsement Effective Date:	07/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):
Where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Policy Number: 1000198198231 **Effective Date:** 07/01/2023 at 12:01 A.M.
Named Insured: West Coast Arborists, Inc.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others **to Us,** is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

All other terms, conditions and exclusions of the policy shall remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey
Steve Blakey, President

Nehemiah E. Ginsburg
Nehemiah E. Ginsburg, General Counsel

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.	Where required by contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/01/2023 Policy No.: 100 0004228 Endorsement No.:

Insured: West Coast Arborists, Inc. Premium:

Insurance Company: Starr Specialty Insurance Company Countersigned by:

City of Loma Linda

Regular City Council Staff Report

Award Contract to HydroPro Solutions Inc. to Purchase 112 Allegro 4G Domestic Water Meters [Public Works]

Award a contract for $47,681.19.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3I

To	From
City Council	Jeff Peterson, Associate Engineer

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION:

It is recommended that the City Council award a contract for $47,681.19 to HydroPro Solutions, Inc. of Ontario, CA for purchase of 112 Allegro 4G domestic water meters.

BACKGROUND:

The on hand supply of domestic 1” 4G water meters is low. Lennar Homes is in the process of completing another phase of single family residences. This purchase from our current approved vendor should cover the immediate need as well as near term needs. The Utility Superintendent has reviewed the cost and determined that it is competitive and in line with similar purchases.

ANALYSIS:

Staff requested costs for 112 water meters from our current vendor. The cost to repair is $47,681.19 which includes tax and shipping. As this is a purchase only no contingency allocation is requested.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Funding is available in account no. 4657030-51300.

Attachments

HPS Quote Loma Linda 08-15-24.pdf

HydroPro Solutions, Inc

1180 East Francis Street
Ontario, CA 91761
Phone 949-910-9449

DATE August 15, 2024
Quotation # LL 08-15
Salesperson: Brian Jensen

To: Mario Mosqueda / Danny Drummond
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354
ph: 909-557-7368

Quotation valid until: 60 Days
Prepared by: Brian Jensen

Qty	Description	Current Unit Cost	Extended Cost	Part Number
	BLMJ Meter with Allegro Registers			
112	1" BLMJ Meter Lead Free Body w/Bronze Bottom w/Allegro Register	$ 394.11	**$ 44,140.32**	B16-A31-B15-0101A-F
	- Under The Glass			
		Sub Total:	**$ 44,140.32**	
		Tax:	**$ 3,420.87**	
		Freight:	**$ 120.00**	
		Total:	**$ 47,681.19**	

PLEASE NOTE: This quotation is valid through 60 Days. We reserve the right to amend prices after this period.
A 2% processing fee will be applied for all credit card purchases.
All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

City of Loma Linda

Regular City Council Staff Report

Council Bill #R-2024-31 - A Resolution adopting a Five-Year Capital Project Needs Analysis for Fiscal Years 2025/2026 through 2029/2030 [Public Works]

Adopt Council Bill #R-2024-31.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3J

To	From
City Council	Jeff Peterson, Associate Engineer

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION:

It is recommended that the City Council adopt Council Bill #R-2024-31, approving the five-year Capital Project Needs Analysis (CPNA) as required by the Measure I Strategic Plan.

BACKGROUND:

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

ANALYSIS:

SBCTA requires each agency to submit two (2) specific documents under the Measure I Strategic Plan. The documents are: 1) CPNA for FY 2025/2026 through 2029/2030; and 2) Signed copy of Resolution adopting CPNA. City Council may change the Measure I Plan at any time to re-prioritize projects; however, matching funds must be identified and committed.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

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

Attachments

2026-2030 CPNA Resolution.pdf
2026-2030 CPNA Template 1.pdf
2026-2030 CPNA Template 2.pdf
2026-2030 CPNA Template 3.pdf

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, STATE OF CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2025/2026 THROUGH 2029/2030.

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

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 and Ordinance No. 04-1 of the Authority; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda hereby adopts the Measure I Five Year Capital Project Needs Analysis for Fiscal Years 2025/2026 through 2029/2030, a copy of which is attached to this Resolution.

APPROVED AND ADOPTED This 24th day of September, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Phillip Dupper, Mayor

ATTEST:

_____
Lynette Arreola, City Clerk

Capital Project Needs Analysis

City of Loma Linda

Valley Arterial Sub-Program

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

Project Information	**Phase**	**Funding**	**PRIOR***	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**FY 29/30**	**FUTURE**
Widen California Street to six (6) lanes from Barton Road to Redlands Boulevard	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$0.00**							
$12,686,678.52	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$2,520,930.85		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$1,147,718.00**							
	Fund Type:	MSI Arterial	$ -	$ 702,403.42	$ -	$ -	$ -	$ -	$ -
Comments:		DEV FEE	$ -	$ 445,314.58	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$2,971,450.05**							
	Fund Type:	MSI Arterial	$ -	$ 254,592.00	$ -	$ 1,563,935.43	$ -	$ -	$ -
		DEV FEE	$ -	$ 161,408.00	$ -	$ 991,514.62	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

Capital Project Needs Analysis

City of Loma Linda

Valley Arterial Sub-Program

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

Project Information	Phase	Funding	PRIOR*	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FUTURE
Intersection improvements at Mound Street and Anderson Street	**PA&ED**								
	Total Cost:	**$540,800.00**							
	Fund Type:	MSI Arterial	$ -	$ 330,969.60	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ 209,830.40	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$0.00**							
$1,568,300.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$959,799.60		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$1,027,500.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ 628,830.00	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 398,670.00	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

Capital Project Needs Analysis

City of Loma Linda

Valley Arterial Sub-Program

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

Project Information	Phase	Funding	PRIOR*	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FUTURE
Install traffic signal modification at Barton Road and Benton Street	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$0.00**							
$242,111.88	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$148,172.47		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
This is a portion of the larger Nexus Project		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$242,111.88**							
	Fund Type:	MSI Arterial	$ -	$ -	$ 148,172.47	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 93,939.41	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

City of Loma Linda

Regular City Council Staff Report

Council Bill #R-2024-33 A Resolution Approving a Reclassification of the Administrative Specialist II To Planning Technician

Adopt Council Bill #R-2024-33.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3K

To	From
City Council	Jennifer Pearsall, Human Resources/Risk Management Analyst

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION:

It is recommended that Council approve the reclassification of one of the Administrative Specialist II positions to Planning Technician within the Community Development Department.

BACKGROUND:

The Community Development Department, which includes two Administrative Specialist II positions, an Associate Planner, and the Community Development Director, is experiencing a shift in its operational needs. With regulatory requirements becoming more complex and deadlines more stringent, the department requires a higher level of technical administrative support. Additionally, an influx of high-level projects demands the focused attention of the Associate Planner and Community Development Director. The department is facing the challenge of an increased demand for higher-level administrative work that exceeds the scope of the current vacant position's classification.

ANALYSIS:

This reclassification will provide the necessary technical administrative support to address the increasing complexity of regulatory requirements and meet statutory deadlines. By reallocating responsibilities, the department will be better equipped to manage its high-level projects and ensure that the Associate Planner and Community Development Director can focus on strategic priorities. This adjustment will enhance the department's efficiency and effectiveness, aligning staffing levels with its evolving needs.

While it would be ideal to wait for the completion of the pending classification and compensation study before making the adjustment, the department must address the immediate need created by the current vacancy. By December 2024, seventy-five percent (75%) of the Community Development department’s staff will have been in their positions for less than six (6) months, it is crucial to address this staffing issue promptly. Adequate time for training is essential to ensure that the department remains operationally effective and that there is a smooth transition before the Associate Planner’s departure. This proactive approach will help maintain continuity in Community Development operations and avoid disruptions during a period of significant staff turnover.

ENVIRONMENTAL IMPACT:

There are no environmental impacts.

FINANCIAL IMPACT:

The reclassification of the Administrative Specialist II position to Planning Technician will result in an increased cost of $20,172.14 annually. This total encompasses adjustments in salary, benefits, retirement contributions, and taxes.

Attachments

Planning Technician .pdf
Resolution #R-2024-33 .pdf

CITY OF LOMA LINDA
Approved: 09/24/2024 Group: Teamsters Admin
FLSA Exemption Status: Non-Exempt DOT Participant: No

PLANNING TECHNICIAN

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under general supervision, the Planning Technician executes a range of land use, zoning, clerical, and administrative responsibilities for the City. By applying established procedures, they ensure compliance with local regulations and contribute to the efficiency of planning operations. The position functions as part of the Planning Division of the Community Development Department.

DISTINGUISHING CHARACTERISTICS

The Planning Technician is an entry level position in the professional Planner series, designed to provide on-the-job training for aspiring municipal planners. This role involves assignments that are generally limited in scope and follow procedural frameworks set by higher-level positions. Employees may rotate through different assignments to gain experience across various aspects of municipal planning. As they gain experience, they may handle more advanced projects with increasing independence. In contrast to the Associate Planner, the Planning Technician works under close supervision and provides direct support to one or more professional Planners.

SUPERVISION RECEIVED AND EXERCISED

Non-supervisory class; receives direction from the Associate Planner and supervision from the Community Development Director.

ESSENTIAL FUNCTIONS - *Essential responsibilities and duties may include, but are not limited to, the following:*

1. Collect, analyze, and report on data related to land use, zoning, environmental impacts, demographics, and planning activities.
2. Conduct field surveys or data collection to support environmental and planning studies.
3. Assist in preparing planning reports, maps, charts, and visual materials to support presentations, proposals, or decision-making processes.
4. Provide technical support during public meetings, including setting up presentations and materials, and assisting with any additional needs that may arise.
5. Support the development of visual aids to communicate zoning and planning concepts.
6. Serve as the primary public counter operator for the Planning division, responding to inquiries from residents, developers, and stakeholders about planning procedures, zoning regulations, land use policies, and other general inquiries.
7. Respond to inquiries via phone and email, offering guidance on permits, development applications, zoning codes, building requirements, online permitting software, and other general City-related questions.
8. Review and verify development applications for completeness and accuracy, ensuring compliance with general plan use, zoning codes, and planning policies.

9. Assist with processing permits for a range of planning activities, including but not limited to plan reviews, land use permits, home occupation permits, special events, and ministerial applications.
10. Ensure that plans comply with applicable codes, zoning regulations, and development requirements for permit approval.
11. Maintain automated tracking system, record keeping, project files, permits, maps, other materials and records.
12. Prepares written reports and correspondence, maintains a variety of records and files, and assists in maintaining and updating the various permitting and informational databases and platforms and coordinate with other departments when necessary.
13. Attend meetings, events, and trainings outside of regular business hours as needed to support departmental activities and professional development.
14. Respond to public records requests received from the office of the City Clerk.
15. Provide administrative and clerical support to multiple departments, including backup assistance at the front counter for those departments as needed.
16. Perform related duties and responsibilities as required.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Basic principles, practices and purposes of urban planning, zoning, and land use regulations.
- Modern office and clerical practices and procedures.
- Utilizing various research techniques to gather, analyze, and interpret data effectively.
- Geographic Information Systems (GIS) for mapping and data analysis.
- Local, state, and federal laws and regulations relevant to planning and zoning.
- Permit processing, site plans, and development review procedures.
- Data collection, compilation, and statistical analysis methods.
- City organization, ordinances, rules, policies, and procedures applicable to departmental operations.
- Effective customer service practices tailored to public sector environment.

Skill and Ability to:

- Interpret planning and zoning policies and procedures to the general public; identify and respond to issues and concerns of the public.
- Communicate clearly and effectively both orally and in writing to various audiences and facilitate understanding.
- Ability to maintain and update records, files, and databases efficiently.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Read, interpret, apply, and explain technical written material and federal, state, and local policies, procedures, laws, regulations, ordinances, and City Planning policies and procedures.
- Conduct routine research on planning and zoning related matters and prepare findings.
- Organize, set priorities, and exercise sound judgment within areas of responsibility.
- Adapt to organizational changes to include technology, new skills, and procedures.
- Respond to public inquires, complaints, and requests for help in a professional manner
- Establish and maintain cooperative working relationships.

QUALIFICATIONS GUIDELINES

Experience, Education, and Training Guidelines

Option One (1)

Experience:
Three (3) years of full-time equivalent experience in a Planning or Building department.

Education:
High school graduation or evidence of equivalent educational proficiency.

Option Two (2)

Experience:
Two (2) years of full-time equivalent experience in a Planning or Building department.

Education:
Ninety (90) quarter units or sixty (60) semester units in a degree program in Urban, City, Regional Planning or Studies, Architecture, Landscape Architecture, Geographic Information Systems or closely related field.

Option Three (3)

Experience:
None required.

Education:
Bachelor's Degree from an accredited college or university in Urban, City, Regional Planning or Studies, Architecture, Landscape Architecture, Geographic Information Systems or closely related field.

For Both Options

Licenses and Certifications:
A valid California Class C driver's license, acceptable driving record, and the ability to maintain insurability under the City's vehicle insurance program.

Special Requirements:
Availability to work outside of normal business hours and extended workdays for Planning Commission and various meetings as required.

Preferred Certifications:
None.

WORKING CONDITIONS

Essential functions and duties require the following physical abilities and work environment

Physical Characteristics
The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the classification.

Physical Demands
Ability to sit for extended periods of time, walk and stand; talk and hear; use hands and fingers to handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; and stoop, kneel, bend at the waist, crouch or crawl. The employee is required to lift up to twenty-five (25) pounds unaided. Specific vision abilities required for this job include close vision and the ability to adjust focus.

Mental Demands
While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with the public and dissatisfied individuals.

Work Environment
The employee primarily works in an office setting where the noise level is frequently quiet or moderately quiet with limited exposure to outdoor temperatures. Occasional driving may be required to visit City facilities, attend professional meetings, and trainings. This position has regular contact with other staff and the public.

CLASS INFORMATION
Pay Grade: 19
Created: 05/06/2003
Revised: 09/24/2024
Revised By: JP
Probationary Period: One (1) Year

RESOLUTION NO. 2024-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, APPROVING A RECLASSIFICATION OF THE ADMINISTRATIVE SPECIALIST II TO PLANNING TECHNICIAN

WHEREAS, the City organizes and deploys employee resources in accordance with work demands and categorizes the resulting work assignments in a manner consistent with a job classification system; and

WHEREAS, the responsibilities and workload necessary for maintaining the Community Development department has changed; and

WHEREAS, there is an operational and business need to have the Administrative Specialist II reclassified to a Planning Technician to ensure the continuation of efficient operations; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Loma Linda adopts the reclassification of the Administrative Specialist II to Planning Technician and as follows:

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

PASSED AND ADOPTED by the City Council of Loma Linda, California this 24th day of September, 2024, by the following vote:

AYES:
ABSENT:
NOES:

_____
Phillip Dupper, Mayor

ATTEST:

_____
Lynette Arreola, City Clerk

City of Loma Linda

Regular City Council Staff Report

Council Bill #R-2024-34 - Modifying Conditions of Employment, Benefits, and Salary for the Members of The Teamsters (Public Works); Teamsters (Administration); Loma Linda Professional Firefighters, Local 935; Unrepresented Loma Linda Fire Management Unit; and Unrepresented Management/Confidential Employees Effective July 1, 2024.

Adopt Council Bill #R-2024-34.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3L

To	From
City Council	Jennifer Pearsall, Human Resources/Risk Management Analyst

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION:

The City recommends that Council adopt Council Bill #R-2024-34, a resolution to approve the adjustments resulting from recent negotiations. This will enable updates to the Memorandum of Understanding (MOUs), Benefit Profiles, and salary schedule to accurately reflect the agreed-upon changes and allow for the necessary funding allocation adjustments to support these updates.

BACKGROUND:

The City engaged in negotiations with Teamsters (Administrative), Teamsters (Public Works), and Loma Linda Professional Firefighters (LLPFF) regarding terms and conditions of employment. These discussions led to a one-year tentative agreement, effective from July 1, 2024, through June 30, 2025, which has been ratified by the employees and is now presented to the Council for approval.

The City met with the Unrepresented Management/Confidential Employee Group and Loma Linda Fire Management Unit regarding terms and conditions of the Benefit Profiles. These meetings resulted in a one (1) year Benefit Profile for each group effective July 1, 2024 through June 30, 2024 and is being presented to Council for approval.

Negotiated Changes for All Employees

> **Cost of Living Adjustment ("COLA"):** The proposed five percent (5%) increase is designed to align employee compensation with current economic conditions and cost of living adjustments. This increment reflects the City's commitment to fair and competitive wages for our employees.
>
> **Cafeteria Allotment:** The monthly cafeteria allowance for medical, dental, and vision expenses will be increased and limited to $2,100. For the duration of this one (1) year agreement, the cost escalator calculator will not be applied to adjust this allowance.

Changes for Teamsters (Administrative & Public Works)

> **Educational Incentive:** Increase from one hundred dollars ($100) to one hundred and fifty ($150) for Teamsters (Administrative) and introduce a one hundred and fifty $150 educational incentive for Teamsters (Public Works).

Compensation & Classification Study

The City agreed to conduct a classification and compensation study with an outside vendor to review current classifications and salary structures.

Salary Schedule

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

ANALYSIS:

To address the rising cost of living and support employee welfare, the City feels it is imperative to implement a five percent (5%) COLA. This adjustment helps ensure that employees' salaries remain aligned with inflation and increasing expenses for essential goods and services. By adopting this measure, the City aims to bolster employee retention and attract talent, demonstrating its commitment to equitable compensation despite current budgetary constraints.

In response to the evolving needs of our workforce and to support professional development, the City is requesting to increase the educational incentive from one hundred dollars ($100) to one hundred and fifty dollars ($150) per month for Teamsters (Administrative). This enhancement not only reflects the growing importance of ongoing education but also acknowledges the value of higher qualifications in contributing to effective job performance. Additionally, the incentive will now be extended to Teamsters (Public Works), who previously did not receive this benefit. This expansion aligns with the City's commitment to fostering a well-trained and motivated workforce across all departments.

To manage fiscal constraints and ensure budgetary consistency, the City requests to limit the cafeteria allowance at $2,100 per month and will discontinue the use of the cost escalator calculator for this year’s agreement. This decision aims to provide a stable and predictable benefits structure while addressing the need for budgetary control amidst current financial limitations. By setting a fixed allotment, the city ensures that benefits remain manageable and transparent, supporting effective financial planning and equitable compensation without the variability introduced by the cost escalator.

The allocation of funds is necessary to meet the new compensation requirements of negotiations and ensure that the COLA is funded appropriately. This reallocation will provide the necessary financial resources to support the increased expenses without exceeding budget constraints.

The City agreed to conduct a thorough classification and compensation study, through an outside vendor, as part of the discussions with employee representatives. This agreement was reached to address concerns about pay equity and job classification discrepancies. The study aims to assess and realign salaries and job roles with current market standards, ensuring fair compensation practices and improving overall employee satisfaction.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

FINANCIAL IMPACT:

On July 9, 2024, City Council adopted the fiscal year 2024-2025 budget. Staff has included an estimated four percent (4%) COLA. A Supplemental Appropriation is recommended and necessary to meet the new compensation requirements of negotiations and ensure that the full COLA is funded appropriately. This Supplemental Appropriation from fund balance will provide the necessary financial resources to support the increased expenses without exceeding budget constraints. The increases recommended are listed in Attachment II.

Attachments

Supplemental Appropriation Attachment II.pdf

RESOLUTION NO. CB# R-2024-34.pdf

Salary Table All Units Revised 09-03-2024.pdf

Teamsters (Administrative) MOU.pdf
Teamsters (Public Works) MOU.pdf
Loma Linda Professional Firefighters (LLPFF) MOU.pdf
Unrepresented Management Confidential Benefit Profile.pdf
Fire Management Benefit Profile.pdf

City of Loma Linda
Supplemental Appropriation from Fund Balance

Account Number	Account Name	At 4% COLA FY24-25 Adopted Budget	At 5% COLA FY24-25 Revised Budget	Supplemental Appropriation
001110050010	Salaries	$ 97,700.00	$ 98,630.39	$ 1,000.00
001110050500	Salaries	45,200.00	45,382.12	200.00
001120050010	Salaries	431,800.00	434,057.26	2,300.00
001120050500	Benefits	169,600.00	169,918.46	400.00
001140050010	Salaries	235,900.00	238,062.58	2,200.00
001140050500	Benefits	122,300.00	122,660.08	400.00
001150050010	Salaries	44,500.00	44,873.87	400.00
001160050010	Salaries	238,700.00	240,902.53	2,300.00
001160050500	Benefits	117,300.00	117,597.35	300.00
001165050010	Salaries	106,000.00	107,006.74	1,100.00
001165050500	Benefits	43,400.00	43,531.27	200.00
001205050010	Salaries	115,800.00	116,883.50	1,100.00
001205050500	Benefits	55,000.00	55,101.04	200.00
001206050010	Salaries	110,100.00	111,112.55	1,100.00
001206050500	Benefits	58,900.00	59,092.45	200.00
001207050010	Salaries	184,800.00	186,519.45	1,800.00
001207050500	Benefits	84,700.00	84,965.79	300.00
001211050010	Salaries	4,027,900.00	4,065,201.70	37,400.00
001211050500	Benefits	1,794,900.00	1,802,730.74	7,900.00
001213050010	Salaries	104,900.00	105,903.64	1,100.00
001213050500	Benefits	49,000.00	49,166.45	200.00
001303050010	Salaries	72,300.00	73,550.19	1,300.00
001303050500	Benefits	37,700.00	37,859.18	200.00
001310050010	Salaries	142,500.00	143,555.79	1,100.00
001310050500	Benefits	68,200.00	68,313.73	200.00
001320050010	Salaries	283,100.00	286,906.30	3,900.00
001320050500	Benefits	164,100.00	164,822.77	800.00
001340050010	Salaries	72,600.00	73,234.46	700.00
001340050500	Benefits	37,200.00	37,244.75	100.00
001360050010	Salaries	94,300.00	95,195.66	900.00
001360050500	Benefits	53,200.00	53,360.53	200.00
001361050010	Salaries	19,900.00	20,021.44	200.00
001420050010	Salaries	559,700.00	566,818.69	7,200.00
001420050500	Benefits	358,800.00	359,870.58	1,100.00
001440050010	Salaries	89,300.00	90,675.76	1,400.00
001440050500	Benefits	40,700.00	40,893.40	200.00
Total General Fund		**$ 10,332,000.00**	**$ 10,411,623.19**	**$ 81,600.00**
172510050010	Salaries	$ 5,900.00	$ 5,924.85	$ 100.00
172510050500	Benefits	2,800.00	2,815.92	100.00
Total Street Light Maintenance Fund		**$ 8,700.00**	**$ 8,740.78**	**$ 200.00**
405350050010	Salaries	$ 653,900.00	$ 660,076.97	$ 6,200.00
405350050500	Benefits	340,800.00	341,928.71	1,200.00
Total Sewer Fund		**$ 994,700.00**	**$ 1,002,005.68**	**$ 7,400.00**
440590050010	Salaries	$ 44,500.00	$ 44,873.87	$ 400.00
Total LLCP Fund		**$ 44,500.00**	**$ 44,873.87**	**$ 400.00**
465700050010	Salaries	$ 602,200.00	$ 607,435.47	$ 5,300.00
465700050500	Benefits	311,500.00	312,406.07	1,000.00
465701050010	Salaries	485,400.00	491,163.73	5,800.00
465701050500	Benefits	258,900.00	259,833.14	1,000.00
465702050010	Salaries	404,100.00	409,811.13	5,800.00
465702050500	Benefits	228,300.00	229,267.20	1,000.00
465703050010	Salaries	82,200.00	83,271.45	1,100.00
465703050500	Benefits	46,600.00	46,774.28	200.00
		$ 2,419,200.00	**$ 2,439,962.47**	**$ 21,200.00**

Note: Salary/Benefit Accounts that have zero change are not included in this list

RESOLUTION NO.

A RESOLUTION OF THE LOMA LINDA CITY COUNCIL, MODIFYING CONDITIONS OF EMPLOYMENT, BENEFITS, AND SALARY FOR THE MEMBERS OF THE TEAMSTERS (PUBLIC WORKS); TEAMSTERS (ADMINISTRATION); LOMA LINDA PROFESSIONAL FIREFIGHTERS, LOCAL 935; UNREPRESENTED LOMA LINDA FIRE MANAGEMENT UNIT; AND UNREPRESENTED MANAGEMENT/CONFIDENTIAL EMPLOYEES EFFECTIVE JULY 1, 2024.

WHEREAS, the City of Loma Linda and Teamsters (Administrative), Teamsters (Public Works), Loma Linda Professional Firefighters Local 935, unrepresented Loma Linda Fire Management Unit, and the unrepresented Management/Confidential Employee Group have met and conferred in good faith;

WHEREAS, having concluded negotiations the parties have reached agreements, effective July1, 2024 until June 30, 2025;

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

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

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

WHEREAS, reallocation from fund balance to fund the increase costs associated with the modifications to the memorandum of understanding (MOUs) and benefit profiles.

WHEREAS, the City has agreed to contract services to provide a comprehensive compensation and classification study;

NOW THEREFORE, BE THE LOMA LINDA CITY COUNCIL DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

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

Section 2:

1. Teamsters (Administrative) Memorandum of Understanding, attached hereto as Exhibit B, is hereby ratified.

2. Teamsters (Public Works) Memorandum of Understanding, attached hereto as Exhibit C, is hereby ratified.

3. Loma Linda Professional Firefighters, Local 935 Memorandum of Understanding, attached hereto as Exhibit D, is hereby ratified.

4. Unrepresented Loma Linda Fire Management Unit Benefit Profile, attached hereto as Exhibit E, is hereby ratified.

5. Unrepresented Management/Confidential Employees Benefit Profile, attached hereto as Exhibit F, is hereby ratified.

Section 3: The pay schedule for all employees of the City, which shall be effective July 1, 2024, is hereby updated in the Salary Table, attached hereto as Exhibit A.

Section 4: The reallocation from fund balance to fund the increase costs associated with the modifications to the memorandum of understanding (MOUs) and benefit profiles.

Section 5: A comprehensive compensation and classification study to be completed by the City by an outside vendor.

PASSED AND ADOPTED by the City Council of Loma Linda, California this 24th day of September, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Phillip Dupper, Mayor

ATTEST:

_____
Lynette Arreola, City Clerk

CITY OF LOMA LINDA

Pay Schedule By Classification

Fiscal Year 2024/2025

Effective July 1, 2024

Revised: September 3, 2024

TITLE	UNIT	PAY TYPE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTANT	TEAM A	Annual	21	71,199.0022	74,758.9561	78,496.9088	82,421.7499	86,542.8363	90,869.9814	93,141.7345	95,470.2811
		Monthly		5,933.2502	6,229.9130	6,541.4091	6,868.4792	7,211.9030	7,572.4985	7,761.8112	7,955.8568
		Bi-weekly		2,738.4232	2,875.3445	3,019.1119	3,170.0673	3,328.5706	3,494.9993	3,582.3744	3,671.9339
		Hourly		34.2303	35.9418	37.7389	39.6258	41.6071	43.6875	44.7797	45.8992
ACCOUNTING MANAGER	UMCE	Annual	24	89,690.2274	94,174.7338	98,883.4694	103,827.6386	109,019.0216	114,469.9748	117,331.7245	120,265.0149
		Monthly		7,474.1856	7,847.8945	8,240.2891	8,652.3032	9,084.9185	9,539.1646	9,777.6437	10,022.0846
		Bi-weekly		3,449.6241	3,622.1051	3,803.2104	3,993.3707	4,193.0393	4,402.6913	4,512.7586	4,625.5775
		Hourly		43.1203	45.2763	47.5401	49.9171	52.4130	55.0336	56.4095	57.8197
ACCOUNTING SPECIALIST	TEAM A	Annual	17	52,333.3917	54,950.0575	57,697.5571	60,582.4328	63,611.5528	66,792.1332	68,461.9354	70,173.4797
		Monthly		4,361.1160	4,579.1715	4,808.1298	5,048.5361	5,300.9627	5,566.0111	5,705.1613	5,847.7900
		Bi-weekly		2,012.8228	2,113.4638	2,219.1368	2,330.0936	2,446.5982	2,568.9282	2,633.1514	2,698.9800
		Hourly		25.1603	26.4183	27.7392	29.1262	30.5825	32.1116	32.9144	33.7372
ACCOUNT CLERK	TEAM A	Annual	14	41,543.9421	43,621.1343	45,802.1872	48,092.2955	50,496.9146	53,021.7609	54,347.3025	55,705.9899
		Monthly		3,461.9952	3,635.0945	3,816.8489	4,007.6913	4,208.0762	4,418.4801	4,528.9419	4,642.1658
		Bi-weekly		1,597.8439	1,677.7359	1,761.6226	1,849.7037	1,942.1890	2,039.2985	2,090.2809	2,142.5381
		Hourly		19.9730	20.9717	22.0203	23.1213	24.2774	25.4912	26.1285	26.7817
ACCOUNTING TECHNICIAN II	TEAM A	Annual	16	48,456.8458	50,879.6897	53,423.6737	56,094.8617	58,899.6004	61,844.5843	63,390.7035	64,975.4675
		Monthly		4,038.0705	4,239.9741	4,451.9728	4,674.5718	4,908.3000	5,153.7154	5,282.5586	5,414.6223
		Bi-weekly		1,863.7248	1,956.9111	2,054.7567	2,157.4947	2,265.3692	2,378.6379	2,438.1040	2,499.0564
		Hourly		23.2966	24.4614	25.6845	26.9687	28.3171	29.7330	30.4763	31.2382
ADMINISTRATIVE SPECIALIST I	TEAM A	Annual	13	38,466.6139	40,389.9440	42,409.4407	44,529.9181	46,756.4189	49,094.2355	50,321.5893	51,579.6328
		Monthly		3,205.5512	3,365.8287	3,534.1201	3,710.8265	3,896.3682	4,091.1863	4,193.4658	4,298.3027
		Bi-weekly		1,479.4851	1,553.4594	1,631.1323	1,712.6892	1,798.3238	1,888.2398	1,935.4457	1,983.8320
		Hourly		18.4936	19.4182	20.3892	21.4086	22.4790	23.6030	24.1931	24.7979
ADMINISTRATIVE SPECIALIST II	TEAM A	Annual	14	41,543.9421	43,621.1343	45,802.1872	48,092.2955	50,496.9146	53,021.7609	54,347.3025	55,705.9899
		Monthly		3,461.9952	3,635.0945	3,816.8489	4,007.6913	4,208.0762	4,418.4801	4,528.9419	4,642.1658
		Bi-weekly		1,597.8439	1,677.7359	1,761.6226	1,849.7037	1,942.1890	2,039.2985	2,090.2809	2,142.5381
		Hourly		19.9730	20.9717	22.0203	23.1213	24.2774	25.4912	26.1285	26.7817

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ADMINISTRATIVE SPECIALIST III	TEAM A	Annual	17	52,333.3917	54,950.0575	57,697.5571	60,582.4328	63,611.5528	66,792.1332	68,461.9354	70,173.4797
		Monthly		4,361.1160	4,579.1715	4,808.1298	5,048.5361	5,300.9627	5,566.0111	5,705.1613	5,847.7900
		Bi-weekly		2,012.8228	2,113.4638	2,219.1368	2,330.0936	2,446.5982	2,568.9282	2,633.1514	2,698.9800
		Hourly		25.1603	26.4183	27.7392	29.1262	30.5825	32.1116	32.9144	33.7372
ASSISTANT CITY MANAGER	UMCE	Annual	32	166,010.3542	174,310.8746	183,026.4140	192,177.7402	201,786.6315	211,875.9642	217,172.8598	222,602.1867
		Monthly		13,834.1962	14,525.9062	15,252.2012	16,014.8117	16,815.5526	17,656.3303	18,097.7383	18,550.1822
		Bi-weekly		6,385.0136	6,704.2644	7,039.4775	7,391.4515	7,761.0243	8,149.0755	8,352.8023	8,561.6226
		Hourly		79.8127	83.8033	87.9935	92.3931	97.0128	101.8634	104.4100	107.0203
ASSISTANT PLANNER	UMCE	Annual	20	65,925.0045	69,221.2585	72,682.3182	76,316.4319	80,132.2502	84,138.8584	86,242.3282	88,398.3859
		Monthly		5,493.7504	5,768.4382	6,056.8598	6,359.7027	6,677.6875	7,011.5715	7,186.8607	7,366.5322
		Bi-weekly		2,535.5771	2,662.3561	2,795.4738	2,935.2474	3,082.0096	3,236.1099	3,317.0126	3,399.9379
		Hourly		31.6947	33.2795	34.9434	36.6906	38.5251	40.4514	41.4627	42.4992
ASSISTANT PUBLIC WORKS DIRECTOR/ CITY ENGINEER	UMCE	Annual	28	122,022.5613	128,123.6845	134,529.8693	141,256.3627	148,319.1836	155,735.1438	159,628.5235	163,619.2325
		Monthly		10,168.5468	10,676.9737	11,210.8224	11,771.3636	12,359.9320	12,977.9287	13,302.3770	13,634.9360
		Bi-weekly		4,693.1754	4,927.8340	5,174.2257	5,432.9370	5,704.5840	5,989.8132	6,139.5586	6,293.0474
		Hourly		58.6647	61.5979	64.6778	67.9117	71.3073	74.8727	76.7445	78.6631
ASSOCIATE ENGINEER	UMCE	Annual	26	104,614.6847	109,845.4189	115,337.6904	121,104.5727	127,159.8024	133,517.7898	136,855.7316	140,277.1249
		Monthly		8,717.8904	9,153.7849	9,611.4742	10,092.0477	10,596.6502	11,126.4825	11,404.6443	11,689.7604
		Bi-weekly		4,023.6417	4,224.8238	4,436.0650	4,657.8682	4,890.7616	5,135.2996	5,263.6820	5,395.2740
		Hourly		50.2955	52.8103	55.4508	58.2234	61.1345	64.1912	65.7960	67.4409
ASSOCIATE PLANNER	UMCE	Annual	21	71,199.0022	74,758.9561	78,496.9088	82,421.7499	86,542.8363	90,869.9814	93,141.7345	95,470.2811
		Monthly		5,933.2502	6,229.9130	6,541.4091	6,868.4792	7,211.9030	7,572.4985	7,761.8112	7,955.8568
		Bi-weekly		2,738.4232	2,875.3445	3,019.1119	3,170.0673	3,328.5706	3,494.9993	3,582.3744	3,671.9339
		Hourly		34.2303	35.9418	37.7389	39.6258	41.6071	43.6875	44.7797	45.8992
CITY CLERK	UMCE	Annual	25	96,865.4508	101,708.7260	106,794.1618	112,133.8753	117,740.5707	123,627.6041	126,718.2994	129,886.2517
		Monthly		8,072.1209	8,475.7272	8,899.5135	9,344.4896	9,811.7142	10,302.3003	10,559.8583	10,823.8543
		Bi-weekly		3,725.5943	3,911.8741	4,107.4678	4,312.8414	4,528.4835	4,754.9079	4,873.7807	4,995.6251
		Hourly		46.5699	48.8984	51.3433	53.9105	56.6060	59.4363	60.9223	62.4453

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CITY MANAGER	UMCE	Annual		273,768.5117							
		Monthly		22,814.0426							
		Bi-weekly		10,529.5581							
		Hourly		131.6195							
COUNCIL MEMBER	ELECTED OFFICIAL	Annual		12,800.7600							
		Monthly		1,066.7300							
CODE COMPLIANCE/ANIMAL CONTROL OFFICER	TEAM A	Annual	18	56,520.0635	59,346.0699	62,313.3756	65,429.0444	68,700.4988	72,135.5199	73,938.9055	75,787.3803
		Monthly		4,710.0053	4,945.5058	5,192.7813	5,452.4204	5,725.0416	6,011.2933	6,161.5755	6,315.6150
		Bi-weekly		2,173.8486	2,282.5412	2,396.6683	2,516.5017	2,642.3269	2,774.4431	2,843.8041	2,914.8992
		Hourly		27.1731	28.5318	29.9584	31.4563	33.0291	34.6805	35.5476	36.4362
COMMUNICATIONS INFRASTRUCTURE INSPECTOR	UMCE	Annual	23	83,046.5116	87,198.8421	91,558.7853	96,136.7197	100,943.5562	105,990.7384	108,640.5066	111,356.5230
		Monthly		6,920.5426	7,266.5702	7,629.8988	8,011.3933	8,411.9630	8,832.5615	9,053.3755	9,279.7103
		Bi-weekly		3,194.0966	3,353.8016	3,521.4917	3,697.5661	3,882.4445	4,076.5669	4,178.4810	4,282.9432
		Hourly		39.9262	41.9225	44.0186	46.2196	48.5306	50.9571	52.2310	53.5368
COMMUNITY DEVELOPMENT DIRECTOR	UMCE	Annual	30	142,327.1158	149,443.4699	156,915.6478	164,761.4285	172,999.5043	181,649.4800	186,190.7149	190,845.4825
		Monthly		11,860.5930	12,453.6225	13,076.3040	13,730.1190	14,416.6254	15,137.4567	15,515.8929	15,903.7902
		Bi-weekly		5,474.1198	5,747.8258	6,035.2172	6,336.9780	6,653.8271	6,986.5185	7,161.1813	7,340.2109
		Hourly		68.4265	71.8478	75.4402	79.2122	83.1728	87.3315	89.5148	91.7526
CUSTOMER SERVICE/ METER TECH	TEAM PW	Annual	18	56,520.0635	59,346.0699	62,313.3756	65,429.0444	68,700.4988	72,135.5199	73,938.9055	75,787.3803
		Monthly		4,710.0053	4,945.5058	5,192.7813	5,452.4204	5,725.0416	6,011.2933	6,161.5755	6,315.6150
		Bi-weekly		2,173.8486	2,282.5412	2,396.6683	2,516.5017	2,642.3269	2,774.4431	2,843.8041	2,914.8992
		Hourly		27.1731	28.5318	29.9584	31.4563	33.0291	34.6805	35.5476	36.4362

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CUSTOMER SUPPORT TECHNICIAN	TEAM A	Annual	16	48,456.8458	50,879.6897	53,423.6737	56,094.8617	58,899.6004	61,844.5843	63,390.7035	64,975.4675
		Monthly		4,038.0705	4,239.9741	4,451.9728	4,674.5718	4,908.3000	5,153.7154	5,282.5586	5,414.6223
		Bi-weekly		1,863.7248	1,956.9111	2,054.7567	2,157.4947	2,265.3692	2,378.6379	2,438.1040	2,499.0564
		Hourly		23.2966	24.4614	25.6845	26.9687	28.3171	29.7330	30.4763	31.2382
DISTRIBUTION SUPERINTENDENT	UMCE	Annual	25	96,865.4508	101,708.7260	106,794.1618	112,133.8753	117,740.5707	123,627.6041	126,718.2994	129,886.2517
		Monthly		8,072.1209	8,475.7272	8,899.5135	9,344.4896	9,811.7142	10,302.3003	10,559.8583	10,823.8543
		Bi-weekly		3,725.5943	3,911.8741	4,107.4678	4,312.8414	4,528.4835	4,754.9079	4,873.7807	4,995.6251
		Hourly		46.5699	48.8984	51.3433	53.9105	56.6060	59.4363	60.9223	62.4453
ENGINEERING TECHNICIAN/GIS ANALYST	TEAM A	Annual	19	61,041.6716	64,093.7547	67,298.4391	70,663.3649	74,196.5304	77,906.3580	79,854.0205	81,850.3694
		Monthly		5,086.8060	5,341.1462	5,608.2033	5,888.6137	6,183.0442	6,492.1965	6,654.5017	6,820.8641
		Bi-weekly		2,347.7566	2,465.1444	2,588.4015	2,717.8217	2,853.7127	2,996.3984	3,071.3085	3,148.0911
		Hourly		29.3470	30.8143	32.3550	33.9728	35.6714	37.4550	38.3914	39.3511
EXECUTIVE AIDE	UMCE	Annual	19	61,041.6716	64,093.7547	67,298.4391	70,663.3649	74,196.5304	77,906.3580	79,854.0205	81,850.3694
		Monthly		5,086.8060	5,341.1462	5,608.2033	5,888.6137	6,183.0442	6,492.1965	6,654.5017	6,820.8641
		Bi-weekly		2,347.7566	2,465.1444	2,588.4015	2,717.8217	2,853.7127	2,996.3984	3,071.3085	3,148.0911
		Hourly		29.3470	30.8143	32.3550	33.9728	35.6714	37.4550	38.3914	39.3511
EXECUTIVE ASSISTANT	UMCE	Annual	20	65,925.0045	69,221.2585	72,682.3182	76,316.4319	80,132.2502	84,138.8584	86,242.3282	88,398.3859
		Monthly		5,493.7504	5,768.4382	6,056.8598	6,359.7027	6,677.6875	7,011.5715	7,186.8607	7,366.5322
		Bi-weekly		2,535.5771	2,662.3561	2,795.4738	2,935.2474	3,082.0096	3,236.1099	3,317.0126	3,399.9379
		Hourly		31.6947	33.2795	34.9434	36.6906	38.5251	40.4514	41.4627	42.4992
FACILITY MAINTENANCE COORDINATOR	TEAM PW	Annual	19	61,041.6716	64,093.7547	67,298.4391	70,663.3649	74,196.5304	77,906.3580	79,854.0205	81,850.3694
		Monthly		5,086.8060	5,341.1462	5,608.2033	5,888.6137	6,183.0442	6,492.1965	6,654.5017	6,820.8641
		Bi-weekly		2,347.7566	2,465.1444	2,588.4015	2,717.8217	2,853.7127	2,996.3984	3,071.3085	3,148.0911
		Hourly		29.3470	30.8143	32.3550	33.9728	35.6714	37.4550	38.3914	39.3511
FIELD MAINTENANCE TECHNICIAN I	TEAM PW	Annual	15	44,867.4532	47,110.8299	49,466.3713	51,939.6948	54,536.6795	57,263.5092	58,695.0958	60,162.4691
		Monthly		3,738.9544	3,925.9025	4,122.1976	4,328.3079	4,544.7233	4,771.9591	4,891.2580	5,013.5391
		Bi-weekly		1,725.6713	1,811.9550	1,902.5527	1,997.6806	2,097.5646	2,202.4427	2,257.5037	2,313.9411
		Hourly		21.5709	22.6494	23.7819	24.9710	26.2196	27.5305	28.2188	28.9243

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FIELD MAINTENANCE TECHNICIAN II	TEAM PW	Annual	18	56,520.0635	59,346.0699	62,313.3756	65,429.0444	68,700.4988	72,135.5199	73,938.9055	75,787.3803
		Monthly		4,710.0053	4,945.5058	5,192.7813	5,452.4204	5,725.0416	6,011.2933	6,161.5755	6,315.6150
		Bi-weekly		2,173.8486	2,282.5412	2,396.6683	2,516.5017	2,642.3269	2,774.4431	2,843.8041	2,914.8992
		Hourly		27.1731	28.5318	29.9584	31.4563	33.0291	34.6805	35.5476	36.4362
FIELD MAINTENANCE TECHNICIAN III	TEAM PW	Annual	19	61,041.6716	64,093.7547	67,298.4391	70,663.3649	74,196.5304	77,906.3580	79,854.0205	81,850.3694
		Monthly		5,086.8060	5,341.1462	5,608.2033	5,888.6137	6,183.0442	6,492.1965	6,654.5017	6,820.8641
		Bi-weekly		2,347.7566	2,465.1444	2,588.4015	2,717.8217	2,853.7127	2,996.3984	3,071.3085	3,148.0911
		Hourly		29.3470	30.8143	32.3550	33.9728	35.6714	37.4550	38.3914	39.3511
FIELD SERVICES SUPERINTENDENT	UMCE	Annual	25	96,865.4508	101,708.7260	106,794.1618	112,133.8753	117,740.5707	123,627.6041	126,718.2994	129,886.2517
		Monthly		8,072.1209	8,475.7272	8,899.5135	9,344.4896	9,811.7142	10,302.3003	10,559.8583	10,823.8543
		Bi-weekly		3,725.5943	3,911.8741	4,107.4678	4,312.8414	4,528.4835	4,754.9079	4,873.7807	4,995.6251
		Hourly		46.5699	48.8984	51.3433	53.9105	56.6060	59.4363	60.9223	62.4453
FINANCE DIRECTOR	UMCE	Annual	30	142,327.1158	149,443.4699	156,915.6478	164,761.4285	172,999.5043	181,649.4800	186,190.7149	190,845.4825
		Monthly		11,860.5930	12,453.6225	13,076.3040	13,730.1190	14,416.6254	15,137.4567	15,515.8929	15,903.7902
		Bi-weekly		5,474.1198	5,747.8258	6,035.2172	6,336.9780	6,653.8271	6,986.5185	7,161.1813	7,340.2109
		Hourly		68.4265	71.8478	75.4402	79.2122	83.1728	87.3315	89.5148	91.7526
FIRE BATTALION CHIEF	USFMC	Annual	FIRE 14	136,834.4856	143,676.2072	150,860.0159	158,403.0173	166,323.1643	170,481.2437	174,743.2707	179,111.8536
		Monthly		11,402.8738	11,973.0173	12,571.6680	13,200.2514	13,860.2637	14,206.7703	14,561.9392	14,925.9878
		Bi-weekly		5,262.8648	5,526.0080	5,802.3083	6,092.4237	6,397.0448	6,556.9709	6,720.8950	6,888.9174
		40-hour		65.7858	69.0751	72.5289	76.1553	79.9631	81.9621	84.0112	86.1115
		56-hour		46.9899	49.3394	51.8063	54.3966	57.1165	58.5444	60.0080	61.5082
FIRE CAPTAIN	LLPF	Annual	FIRE 8	102,108.0088	107,213.4082	112,574.0743	118,202.7763	124,112.9141	127,215.7375	130,396.1331	133,656.0353
		Monthly		8,509.0007	8,934.4507	9,381.1729	9,850.2314	10,342.7428	10,601.3115	10,866.3444	11,138.0029
		Bi-weekly		3,927.2311	4,123.5926	4,329.7721	4,546.2606	4,773.5736	4,892.9130	5,015.2359	5,140.6167
		40-hour		49.0904	51.5449	54.1222	56.8283	59.6697	61.1614	62.6904	64.2577
		56-hour		35.0646	36.8178	38.6587	40.5916	42.6212	43.6867	44.7789	45.8984

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FIRE CHIEF	USFMC	Annual	33	179,291.1782	188,255.7355	197,668.5228	207,551.9489	217,929.5420	228,826.0148	234,546.6668	240,410.3351
		Monthly		14,940.9315	15,687.9780	16,472.3769	17,295.9957	18,160.7952	19,068.8346	19,545.5556	20,034.1946
		Bi-weekly		6,895.8145	7,240.6052	7,602.6355	7,982.7673	8,381.9055	8,801.0006	9,021.0256	9,246.5513
		Hourly		86.1977	90.5076	95.0329	99.7846	104.7738	110.0125	112.7628	115.5819
FIRE DIVISION CHIEF	USFMC	Annual	FIRE 14	136,834.4856	143,676.2072	150,860.0159	158,403.0173	166,323.1643	170,481.2437	174,743.2707	179,111.8536
		Monthly		11,402.8738	11,973.0173	12,571.6680	13,200.2514	13,860.2637	14,206.7703	14,561.9392	14,925.9878
		Bi-weekly		5,262.8648	5,526.0080	5,802.3083	6,092.4237	6,397.0448	6,556.9709	6,720.8950	6,888.9174
		40-hour		65.7858	69.0751	72.5289	76.1553	79.9631	81.9621	84.0112	86.1115
		56-hour		46.9899	49.3394	51.8063	54.3966	57.1165	58.5444	60.0080	61.5082
FIRE ENGINEER	LLPF	Annual	FIRE 6	92,614.9759	97,245.7263	102,108.0088	107,213.4082	112,574.0743	115,388.4307	118,273.1434	121,229.9728
		Monthly		7,717.9147	8,103.8105	8,509.0007	8,934.4507	9,381.1729	9,615.7026	9,856.0953	10,102.4977
		Bi-weekly		3,562.1145	3,740.2202	3,927.2311	4,123.5926	4,329.7721	4,438.0166	4,548.9671	4,662.6913
		40-hour		44.5264	46.7528	49.0904	51.5449	54.1222	55.4752	56.8621	58.2836
		56-hour		31.8046	33.3948	35.0646	36.8178	38.6587	39.6251	40.6158	41.6312
FIRE MARSHAL I	USFMC	Annual	FIRE 8	102,108.0088	107,213.4082	112,574.0743	118,202.7763	124,112.9141	127,215.7375	130,396.1331	133,656.0353
		Monthly		8,509.0007	8,934.4507	9,381.1729	9,850.2314	10,342.7428	10,601.3115	10,866.3444	11,138.0029
		Bi-weekly		3,927.2311	4,123.5926	4,329.7721	4,546.2606	4,773.5736	4,892.9130	5,015.2359	5,140.6167
		40-hour		49.0904	51.5449	54.1222	56.8283	59.6697	61.1614	62.6904	64.2577
		56-hour		35.0646	36.8178	38.6587	40.5916	42.6212	43.6867	44.7789	45.8984
FIRE MARSHAL II	USFMC	Annual	FIRE 14	136,834.4856	143,676.2072	150,860.0159	158,403.0173	166,323.1643	170,481.2437	174,743.2707	179,111.8536
		Monthly		11,402.8738	11,973.0173	12,571.6680	13,200.2514	13,860.2637	14,206.7703	14,561.9392	14,925.9878
		Bi-weekly		5,262.8648	5,526.0080	5,802.3083	6,092.4237	6,397.0448	6,556.9709	6,720.8950	6,888.9174
		40-hour		65.7858	69.0751	72.5289	76.1553	79.9631	81.9621	84.0112	86.1115
		56-hour		46.9899	49.3394	51.8063	54.3966	57.1165	58.5444	60.0080	61.5082
FIREFIGHTER/PARAMEDIC	LLPF	Annual	FIRE 4	84,004.5144	88,204.7379	92,614.9759	97,245.7263	102,108.0088	104,660.7085	107,277.2222	109,959.1581
		Monthly		7,000.3762	7,350.3948	7,717.9147	8,103.8105	8,509.0007	8,721.7257	8,939.7685	9,163.2632
		Bi-weekly		3,230.9429	3,392.4899	3,562.1145	3,740.2202	3,927.2311	4,025.4119	4,126.0470	4,229.1984
		40-hour		40.3868	42.4061	44.5264	46.7528	49.0904	50.3176	51.5756	52.8650
		56-hour		28.8477	30.2901	31.8046	33.3948	35.0646	35.9412	36.8397	37.7607

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FIREFIGHTER-EMT	LLPF	Annual	FIRE 1	72,566.2561	76,194.5638	80,004.2963	84,004.5144	88,204.7379	90,409.8515	92,670.0959	94,986.8512
		Monthly		6,047.1880	6,349.5470	6,667.0247	7,000.3762	7,350.3948	7,534.1543	7,722.5080	7,915.5709
		Bi-weekly		2,791.0099	2,930.5601	3,077.0883	3,230.9429	3,392.4899	3,477.3020	3,564.2345	3,653.3404
		40-hour		34.8876	36.6320	38.4636	40.3868	42.4061	43.4663	44.5529	45.6668
		56-hour		24.9197	26.1657	27.4740	28.8477	30.2901	31.0473	31.8235	32.6191
FIRE PREVENTION INSPECTOR	TEAM A	Annual	21	71,199.0022	74,758.9561	78,496.9088	82,421.7499	86,542.8363	90,869.9814	93,141.7345	95,470.2811
		Monthly		5,933.2502	6,229.9130	6,541.4091	6,868.4792	7,211.9030	7,572.4985	7,761.8112	7,955.8568
		Bi-weekly		2,738.4232	2,875.3445	3,019.1119	3,170.0673	3,328.5706	3,494.9993	3,582.3744	3,671.9339
		Hourly		34.2303	35.9418	37.7389	39.6258	41.6071	43.6875	44.7797	45.8992
HUMAN RESOURCES - RISK MANAGEMENT ANALYST	UMCE	Annual	21	71,199.0022	74,758.9561	78,496.9088	82,421.7499	86,542.8363	90,869.9814	93,141.7345	95,470.2811
		Monthly		5,933.2502	6,229.9130	6,541.4091	6,868.4792	7,211.9030	7,572.4985	7,761.8112	7,955.8568
		Bi-weekly		2,738.4232	2,875.3445	3,019.1119	3,170.0673	3,328.5706	3,494.9993	3,582.3744	3,671.9339
		Hourly		34.2303	35.9418	37.7389	39.6258	41.6071	43.6875	44.7797	45.8992
INFORMATION SYSTEMS ANALYST I	UMCE	Annual	20	65,925.0045	69,221.2585	72,682.3182	76,316.4319	80,132.2502	84,138.8584	86,242.3282	88,398.3859
		Monthly		5,493.7504	5,768.4382	6,056.8598	6,359.7027	6,677.6875	7,011.5715	7,186.8607	7,366.5322
		Bi-weekly		2,535.5771	2,662.3561	2,795.4738	2,935.2474	3,082.0096	3,236.1099	3,317.0126	3,399.9379
		Hourly		31.6947	33.2795	34.9434	36.6906	38.5251	40.4514	41.4627	42.4992
INFORMATION SYSTEMS ANALYST II	UMCE	Annual	21	71,199.0022	74,758.9561	78,496.9088	82,421.7499	86,542.8363	90,869.9814	93,141.7345	95,470.2811
		Monthly		5,933.2502	6,229.9130	6,541.4091	6,868.4792	7,211.9030	7,572.4985	7,761.8112	7,955.8568
		Bi-weekly		2,738.4232	2,875.3445	3,019.1119	3,170.0673	3,328.5706	3,494.9993	3,582.3744	3,671.9339
		Hourly		34.2303	35.9418	37.7389	39.6258	41.6071	43.6875	44.7797	45.8992
INFORMATION SYSTEMS ANALYST III	UMCE	Annual	22	76,894.9198	80,739.6674	84,776.6502	89,015.4860	93,466.2598	98,139.5782	100,593.0685	103,107.8949
		Monthly		6,407.9100	6,728.3056	7,064.7209	7,417.9572	7,788.8550	8,178.2982	8,382.7557	8,592.3246
		Bi-weekly		2,957.4969	3,105.3718	3,260.6404	3,423.6725	3,594.8561	3,774.5992	3,868.9642	3,965.6883
		Hourly		36.9687	38.8171	40.7580	42.7959	44.9357	47.1825	48.3621	49.5711

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INFORMATION SYSTEMS ANALYST IV	UMCE	Annual	25	96,865.4508	101,708.7260	106,794.1618	112,133.8753	117,740.5707	123,627.6041	126,718.2994	129,886.2517
		Monthly		8,072.1209	8,475.7272	8,899.5135	9,344.4896	9,811.7142	10,302.3003	10,559.8583	10,823.8543
		Bi-weekly		3,725.5943	3,911.8741	4,107.4678	4,312.8414	4,528.4835	4,754.9079	4,873.7807	4,995.6251
		Hourly		46.5699	48.8984	51.3433	53.9105	56.6060	59.4363	60.9223	62.4453
INFORMATION SYSTEMS MANAGER	UMCE	Annual	25	96,865.4508	101,708.7260	106,794.1618	112,133.8753	117,740.5707	123,627.6041	126,718.2994	129,886.2517
		Monthly		8,072.1209	8,475.7272	8,899.5135	9,344.4896	9,811.7142	10,302.3003	10,559.8583	10,823.8543
		Bi-weekly		3,725.5943	3,911.8741	4,107.4678	4,312.8414	4,528.4835	4,754.9079	4,873.7807	4,995.6251
		Hourly		46.5699	48.8984	51.3433	53.9105	56.6060	59.4363	60.9223	62.4453
LEAD MECHANIC/FLEET SVCS COORDINATOR	TEAM PW	Annual	19	61,041.6716	64,093.7547	67,298.4391	70,663.3649	74,196.5304	77,906.3580	79,854.0205	81,850.3694
		Monthly		5,086.8060	5,341.1462	5,608.2033	5,888.6137	6,183.0442	6,492.1965	6,654.5017	6,820.8641
		Bi-weekly		2,347.7566	2,465.1444	2,588.4015	2,717.8217	2,853.7127	2,996.3984	3,071.3085	3,148.0911
		Hourly		29.3470	30.8143	32.3550	33.9728	35.6714	37.4550	38.3914	39.3511
PARKING CONTROL OFFICER-SPECIAL EVENTS COORDINATOR	TEAM A	Annual	16	48,456.8458	50,879.6897	53,423.6737	56,094.8617	58,899.6004	61,844.5843	63,390.7035	64,975.4675
		Monthly		4,038.0705	4,239.9741	4,451.9728	4,674.5718	4,908.3000	5,153.7154	5,282.5586	5,414.6223
		Bi-weekly		1,863.7248	1,956.9111	2,054.7567	2,157.4947	2,265.3692	2,378.6379	2,438.1040	2,499.0564
		Hourly		23.2966	24.4614	25.6845	26.9687	28.3171	29.7330	30.4763	31.2382
PARKING ENFORCEMENT/ANIMAL CONTROL OFFICER	TEAM A	Annual	18	56,520.0635	59,346.0699	62,313.3756	65,429.0444	68,700.4988	72,135.5199	73,938.9055	75,787.3803
		Monthly		4,710.0053	4,945.5058	5,192.7813	5,452.4204	5,725.0416	6,011.2933	6,161.5755	6,315.6150
		Bi-weekly		2,173.8486	2,282.5412	2,396.6683	2,516.5017	2,642.3269	2,774.4431	2,843.8041	2,914.8992
		Hourly		27.1731	28.5318	29.9584	31.4563	33.0291	34.6805	35.5476	36.4362
PLANNING TECHNICIAN	UMCE	Annual	19	61,041.6716	64,093.7547	67,298.4391	70,663.3649	74,196.5304	77,906.3580	79,854.0205	81,850.3694
		Monthly		5,086.8060	5,341.1462	5,608.2033	5,888.6137	6,183.0442	6,492.1965	6,654.5017	6,820.8641
		Bi-weekly		2,347.7566	2,465.1444	2,588.4015	2,717.8217	2,853.7127	2,996.3984	3,071.3085	3,148.0911
		Hourly		29.3470	30.8143	32.3550	33.9728	35.6714	37.4550	38.3914	39.3511

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PUBLIC WORKS DIRECTOR/CITY ENGINEER	UMCE	Annual	31	153,713.2889	161,398.9588	169,468.9035	177,942.3476	186,839.4611	196,181.4358	201,085.9712	206,113.1245
		Monthly		12,809.4407	13,449.9132	14,122.4086	14,828.5290	15,569.9551	16,348.4530	16,757.1643	17,176.0937
		Bi-weekly		5,912.0496	6,207.6523	6,518.0347	6,843.9364	7,186.1331	7,545.4398	7,734.0758	7,927.4279
		Hourly		73.9006	77.5957	81.4754	85.5492	89.8267	94.3180	96.6759	99.0928
SENIOR ACCOUNTANT/FINANCIAL ANALYST	UMCE	Annual	23	83,046.5116	87,198.8421	91,558.7853	96,136.7197	100,943.5562	105,990.7384	108,640.5066	111,356.5230
		Monthly		6,920.5426	7,266.5702	7,629.8988	8,011.3933	8,411.9630	8,832.5615	9,053.3755	9,279.7103
		Bi-weekly		3,194.0966	3,353.8016	3,521.4917	3,697.5661	3,882.4445	4,076.5669	4,178.4810	4,282.9432
		Hourly		39.9262	41.9225	44.0186	46.2196	48.5306	50.9571	52.2310	53.5368
SENIOR CENTER MANAGER	UMCE	Annual	21	71,199.0022	74,758.9561	78,496.9088	82,421.7499	86,542.8363	90,869.9814	93,141.7345	95,470.2811
		Monthly		5,933.2502	6,229.9130	6,541.4091	6,868.4792	7,211.9030	7,572.4985	7,761.8112	7,955.8568
		Bi-weekly		2,738.4232	2,875.3445	3,019.1119	3,170.0673	3,328.5706	3,494.9993	3,582.3744	3,671.9339
		Hourly		34.2303	35.9418	37.7389	39.6258	41.6071	43.6875	44.7797	45.8992
SENIOR CODE ENFORCEMENT OFFICER	UMCE	Annual	20	65,925.0045	69,221.2585	72,682.3182	76,316.4319	80,132.2502	84,138.8584	86,242.3282	88,398.3859
		Monthly		5,493.7504	5,768.4382	6,056.8598	6,359.7027	6,677.6875	7,011.5715	7,186.8607	7,366.5322
		Bi-weekly		2,535.5771	2,662.3561	2,795.4738	2,935.2474	3,082.0096	3,236.1099	3,317.0126	3,399.9379
		Hourly		31.6947	33.2795	34.9434	36.6906	38.5251	40.4514	41.4627	42.4992
SENIOR PLANNER	UMCE	Annual	25	96,865.4508	101,708.7260	106,794.1618	112,133.8753	117,740.5707	123,627.6041	126,718.2994	129,886.2517
		Monthly		8,072.1209	8,475.7272	8,899.5135	9,344.4896	9,811.7142	10,302.3003	10,559.8583	10,823.8543
		Bi-weekly		3,725.5943	3,911.8741	4,107.4678	4,312.8414	4,528.4835	4,754.9079	4,873.7807	4,995.6251
		Hourly		46.5699	48.8984	51.3433	53.9105	56.6060	59.4363	60.9223	62.4453
STORMWATER INSPECTOR	UMCE	Annual	18	56,520.0635	59,346.0699	62,313.3756	65,429.0444	68,700.4988	72,135.5199	73,938.9055	75,787.3803
		Monthly		4,710.0053	4,945.5058	5,192.7813	5,452.4204	5,725.0416	6,011.2933	6,161.5755	6,315.6150
		Bi-weekly		2,173.8486	2,282.5412	2,396.6683	2,516.5017	2,642.3269	2,774.4431	2,843.8041	2,914.8992
		Hourly		27.1731	28.5318	29.9584	31.4563	33.0291	34.6805	35.5476	36.4362
STUDENT INTERN	PT	Annual	1	33,280.0000							
		Monthly		2,773.3333							
		Bi-weekly		1,280.0000							
		Hourly		16.0000							

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SUPERVISING ACCOUNTING TECHNICIAN	UMCE	Annual	19	61,041.6716	64,093.7547	67,298.4391	70,663.3649	74,196.5304	77,906.3580	79,854.0205	81,850.3694
		Monthly		5,086.8060	5,341.1462	5,608.2033	5,888.6137	6,183.0442	6,492.1965	6,654.5017	6,820.8641
		Bi-weekly		2,347.7566	2,465.1444	2,588.4015	2,717.8217	2,853.7127	2,996.3984	3,071.3085	3,148.0911
		Hourly		29.3470	30.8143	32.3550	33.9728	35.6714	37.4550	38.3914	39.3511
TREATMENT PLANT OPERATOR I	TEAM PW	Annual	17	52,333.3917	54,950.0575	57,697.5571	60,582.4328	63,611.5528	66,792.1332	68,461.9354	70,173.4797
		Monthly		4,361.1160	4,579.1715	4,808.1298	5,048.5361	5,300.9627	5,566.0111	5,705.1613	5,847.7900
		Bi-weekly		2,012.8228	2,113.4638	2,219.1368	2,330.0936	2,446.5982	2,568.9282	2,633.1514	2,698.9800
		Hourly		25.1603	26.4183	27.7392	29.1262	30.5825	32.1116	32.9144	33.7372
TREATMENT PLANT OPERATOR II	TEAM PW	Annual	19	61,041.6716	64,093.7547	67,298.4391	70,663.3649	74,196.5304	77,906.3580	79,854.0205	81,850.3694
		Monthly		5,086.8060	5,341.1462	5,608.2033	5,888.6137	6,183.0442	6,492.1965	6,654.5017	6,820.8641
		Bi-weekly		2,347.7566	2,465.1444	2,588.4015	2,717.8217	2,853.7127	2,996.3984	3,071.3085	3,148.0911
		Hourly		29.3470	30.8143	32.3550	33.9728	35.6714	37.4550	38.3914	39.3511
TREATMENT PLANT OPERATOR III	TEAM PW	Annual	20	65,925.0045	69,221.2585	72,682.3182	76,316.4319	80,132.2502	84,138.8584	86,242.3282	88,398.3859
		Monthly		5,493.7504	5,768.4382	6,056.8598	6,359.7027	6,677.6875	7,011.5715	7,186.8607	7,366.5322
		Bi-weekly		2,535.5771	2,662.3561	2,795.4738	2,935.2474	3,082.0096	3,236.1099	3,317.0126	3,399.9379
		Hourly		31.6947	33.2795	34.9434	36.6906	38.5251	40.4514	41.4627	42.4992
TREATMENT SUPERINTENDENT	UMCE	Annual	25	96,865.4508	101,708.7260	106,794.1618	112,133.8753	117,740.5707	123,627.6041	126,718.2994	129,886.2517
		Monthly		8,072.1209	8,475.7272	8,899.5135	9,344.4896	9,811.7142	10,302.3003	10,559.8583	10,823.8543
		Bi-weekly		3,725.5943	3,911.8741	4,107.4678	4,312.8414	4,528.4835	4,754.9079	4,873.7807	4,995.6251
		Hourly		46.5699	48.8984	51.3433	53.9105	56.6060	59.4363	60.9223	62.4453
UTILITIES AIDE	TEAM PW	Annual	15	44,867.4532	47,110.8299	49,466.3713	51,939.6948	54,536.6795	57,263.5092	58,695.0958	60,162.4691
		Monthly		3,738.9544	3,925.9025	4,122.1976	4,328.3079	4,544.7233	4,771.9591	4,891.2580	5,013.5391
		Bi-weekly		1,725.6713	1,811.9550	1,902.5527	1,997.6806	2,097.5646	2,202.4427	2,257.5037	2,313.9411
		Hourly		21.5709	22.6494	23.7819	24.9710	26.2196	27.5305	28.2188	28.9243

CITY OF LOMA LINDA
Pay Schedule By Classification
Fiscal Year 2024/2025
Effective July 1, 2024

Revised: September 3, 2024

TITLE	UNIT	PAY TYPE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTILITIES MAINTENANCE TECHNICIAN I	TEAM PW	Annual	16	48,456.8458	50,879.6897	53,423.6737	56,094.8617	58,899.6004	61,844.5843	63,390.7035	64,975.4675
		Monthly		4,038.0705	4,239.9741	4,451.9728	4,674.5718	4,908.3000	5,153.7154	5,282.5586	5,414.6223
		Bi-weekly		1,863.7248	1,956.9111	2,054.7567	2,157.4947	2,265.3692	2,378.6379	2,438.1040	2,499.0564
		Hourly		23.2966	24.4614	25.6845	26.9687	28.3171	29.7330	30.4763	31.2382
UTILITIES MAINTENANCE TECHNICIAN II	TEAM PW	Annual	19	61,041.6716	64,093.7547	67,298.4391	70,663.3649	74,196.5304	77,906.3580	79,854.0205	81,850.3694
		Monthly		5,086.8060	5,341.1462	5,608.2033	5,888.6137	6,183.0442	6,492.1965	6,654.5017	6,820.8641
		Bi-weekly		2,347.7566	2,465.1444	2,588.4015	2,717.8217	2,853.7127	2,996.3984	3,071.3085	3,148.0911
		Hourly		29.3470	30.8143	32.3550	33.9728	35.6714	37.4550	38.3914	39.3511
UTILITIES MAINTENANCE TECHNICIAN III	TEAM PW	Annual	20	65,925.0045	69,221.2585	72,682.3182	76,316.4319	80,132.2502	84,138.8584	86,242.3282	88,398.3859
		Monthly		5,493.7504	5,768.4382	6,056.8598	6,359.7027	6,677.6875	7,011.5715	7,186.8607	7,366.5322
		Bi-weekly		2,535.5771	2,662.3561	2,795.4738	2,935.2474	3,082.0096	3,236.1099	3,317.0126	3,399.9379
		Hourly		31.6947	33.2795	34.9434	36.6906	38.5251	40.4514	41.4627	42.4992
UTILITIES PLANT MAINTENANCE MECHANIC	TEAM PW	Annual	20	65,925.0045	69,221.2585	72,682.3182	76,316.4319	80,132.2502	84,138.8584	86,242.3282	88,398.3859
		Monthly		5,493.7504	5,768.4382	6,056.8598	6,359.7027	6,677.6875	7,011.5715	7,186.8607	7,366.5322
		Bi-weekly		2,535.5771	2,662.3561	2,795.4738	2,935.2474	3,082.0096	3,236.1099	3,317.0126	3,399.9379
		Hourly		31.6947	33.2795	34.9434	36.6906	38.5251	40.4514	41.4627	42.4992

UNIT LEGEND
Teamsters - Administrative (TEAM A)
Teamsters - Public Works (TEAM PW)
Loma Linda Professional Firefighters (LLPF)
Unrepresented Safety Fire Management/Confidential Employees (USFMCE)
Unrepresented Miscellaneous Management/Confidential Employees (UMCE)

CITY OF LOMA LINDA
PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES UNION,
TEAMSTERS LOCAL 1932
SUCCESSOR MOU LABOR NEGOTIATIONS

TENTATIVE AGREEMENT

August 26, 2024

The City of Loma Linda ("City") and the Professional and Administrative Employees Union, Teamsters Local 1932 ("Union"), hereby enter into a Tentative Agreement to conclude successor MOU negotiations. New language appears in **bold, underline font**, and deletions appear in ~~strikethrough~~. Except as reflected herein, the parties agree to maintain current contract language.

TERM

July 1, 2024 – June 30, 2025

NEW ARTICLE

The City agrees to deduct from the paycheck of all employees covered by this Memorandum of Understanding, voluntary contributions to D.R.I.V.E. (Democrat Republican Independent Voter Education). D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all weeks worked. The designations to start, stop, and/or modify deductions shall be limited to when an employee is initially hired, and once per year for each employee.

The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the payroll deduction plan.

ARTICLE 4. SALARY

Effective on the commencement of the first full pay period after July 1, 2024, 5% across the board salary increase.

[…]

ARTICLE 6. TUITION REIMBURSEMENT PROGRAM/EDUCATION INCENTIVE

A. Reimbursement. ~~Commencing on July 1, 2017, t~~**T**he City Tuition Reimbursement Program will be set at $5,000.00 per fiscal year maximum, pursuant to the City's Tuition Reimbursement Program Policy.

B. Education Incentive. An employee with a Bachelor's degree or advanced degree from an accredited educational institution**, and where the degree is not required by the applicable job description,** shall receive an additional allowance of ~~$100.00~~ **$150** per month. The education incentive shall be capped at ~~$100~~ **$150** per month, regardless of the total number of degrees held.

Employees who were receiving a degree incentive as of July 1, 2024, and where the degree is required by their job description, shall be grandfathered and continue to be eligible to receive the incentive.

ARTICLE 5. INSURANCE/DEFERRED COMPENSATION

A. CAFETERIA PLAN CONTRIBUTION. **The City's contribution toward the Employee Insurance and Deferred Compensation Program for the purchase of health (CalPERS plans), dental (Delta Dental) and vision (VSP) insurances shall be capped at $2,100 per month. Any additional contribution necessary to maintain group medical insurance shall be borne solely by the employee. Any increases to the monthly cap will be addressed through the labor negotiation process.**

~~The City shall contribute $1,700.00 monthly for group medical, dental, vision insurance and deferred compensation program. Any additional contribution necessary to maintain group medical, dental, and vision insurance or deferred compensation shall be borne solely by the employee.~~

~~The City will increase its contribution to the cafeteria spending in accordance with the percentage increase in cafeteria costs. The City will increase its contribution to the cafeteria plan by 2.5% effective July 4, 2021 and will subsequently increase the benefit in relation to direct cost increase of the weighted average % (sum of City employees per plan times percent increase divided by the sum of City employees) rounded up to the nearest one tenth of a percent (0.01%) each January 1 for the remaining term of the MOU.~~

(Note: The City withdraws its proposal related to reducing excess medical amounts for purposes of the 2024-2025 labor negotiations.)

PARITY CLAUSE

In the event another employee group/bargaining unit receives a higher base salary increase or higher contribution toward health insurance benefits than those referenced herein, the City agrees

to provide the same to the Professional and Administrative bargaining unit. This parity clause is only applicable to the parties' current labor negotiations.

SALARY SURVEY

The City agrees to conduct a City-wide total compensation survey to be completed by April 2025. The City agrees to meet and confer with the union regarding the parameters of the survey including which comparable agencies will be used. Upon completion of the survey, the City will meet with the union to discuss the results of the survey.

FOR THE CITY

T. Jarb Thaipejr, City Manager

FOR THE UNION

Rich Smith, Labor Representative
Teamsters, Local 1932

Raul Colunga

CITY OF LOMA LINDA
PUBLIC WORKS EMPLOYEES UNION, TEAMSTERS LOCAL 1932
SUCCESSOR MOU LABOR NEGOTIATIONS

TENTATIVE AGREEMENT

August 26, 2024

The City of Loma Linda ("City") and the Public Works Employees Union, Teamsters Local 1932 ("Union"), hereby enter into a Tentative Agreement to conclude successor MOU negotiations. New language appears in **bold, underline font**, and deletions appear in ~~strikethrough~~. Except as reflected herein, the parties agree to maintain current contract language.

TERM

July 1, 2024 – June 30, 2025

ARTICLE 4. ASSOCIATION RIGHTS AND DUES

C. The City agrees to deduct from the paycheck of all employees covered by this Memorandum of Understanding, voluntary contributions to D.R.I.V.E. (Democrat Republican Independent Voter Education). D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all weeks worked. The designations to start, stop, and/or modify deductions shall be limited to when an employee is initially hired, and once per year for each employee.

The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the payroll deduction plan.

ARTICLE 8. COMPENSATION

Effective on the commencement of the first full pay period after July 1, 2024, 5% across the board salary increase.

[…]

P. CERTIFICATE PAY

All positions ~~represented by~~ **in** the Loma Linda Public Works **bargaining unit** ~~Employees Association~~ who possess one of the following certificates**, and where the certificate is not required by the applicable job description,** shall receive payment of $100 per month for one (1) certificate, $125 per month for two (2) certificates, or $150 per month for three (3) or more certificates:

1) State of California Department of Health Services **–** Water Treatment ~~or Water Distribution~~ Certification

2) State of California Department of Health Services – Water Distribution Certification

3) California Water Environment Association Certification

4) Backflow Prevention Certification

5) Pesticide Certification

~~6) Crane Certification~~

7) DL170 Trainer Certification

8) Class B Driver License

9) Playground Inspection

10) EP 609 HVAC Certification

11) ASE Certification

If an employee possesses a certificate that is not on this list, he or she may submit a request in writing to the Public Works **Department** Director for consideration of whether the unlisted certification is eligible for certification pay. The Director's determination shall be final and not subject to the grievance process.

Employees who were receiving certificate pay as of July 1, 2024, and where the certificate is required by their job description, shall be grandfathered and continue to be eligible to receive the pay.

ARTICLE 9. PROBATION

~~New, reinstated, and promoted employees who are not at will serve a probationary period of one year.~~ Newly hired and reinstated employees **shall** serve an "original probationary period" **of one (1) year**.

~~while p~~**P**romoted employees **shall** serve a "promotional probationary period" **of six months**. A leave of absence, other than vacation and temporary military leave, shall cause a probationary period to be extended by the length of such leave. Prior to expiration of an employee's probationary period, the appointing authority shall recommend to the Personnel Officer that one of the following actions be taken:

a. Grant employee regular status.
b. Extend the probationary period for a period not to exceed six (6) months.
c. Deny the employee regular status.

ARTICLE 10. LEAVES

[…]

B. SICK LEAVE

(b) Sick Leave Usage

Sick leave may be used for an absence in excess of two (2) hours due to the employee's illness, injury, or pregnancy: or the illness or injury of the employee's **family member** ~~child~~. ~~Upon medical verification after the third consecutive day or shift of absence the first two (2) days or shifts may be paid from the sick leave bank.~~ **Family members include the employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person pursuant to applicable law.**

[…]

(c) Pay for Unused Sick Leave

(2) Upon ~~termination~~ **separation**, an employee working a normal workweek will be paid at his/her base hourly rate for one-third (1/3) of unused sick leave up to 344 hours. Additionally, if the unused leave exceeds 344 hours he/she shall be paid for no more than 48 hours of any excess over 344 hours. A payment for unused sick leave shall not be construed as extending the employee's period of employment.

[…]

ARTICLE 11. INSURANCE/DEFERRED COMPENSATION

A. CAFETERIA PLAN CONTRIBUTION. **The City's contribution toward the Employee Insurance and Deferred Compensation Program for the purchase of health (CalPERS plans), dental (Delta Dental) and vision (VSP) insurances shall be capped at $2,100 per month. Any additional contribution necessary to maintain group medical insurance shall**

be borne solely by the employee. Any increases to the monthly cap will be addressed through the labor negotiation process.

~~The City shall contribute $1,700.00 monthly for group medical, dental, vision insurance and deferred compensation program. Any additional contribution necessary to maintain group medical, dental, and vision insurance or deferred compensation shall be borne solely by the employee.~~

~~The City will increase its contribution to the cafeteria spending in accordance with the percentage increase in cafeteria costs. A weighted average of costs throughout the City is approximately 2.3%. (See below.) The City will increase its contribution to the cafeteria plan by 2.5% effective July 4, 2021 and will subsequently increase the benefit in relation to direct cost increase of the weighted average % (sum of City employees per plan times percent increase divided by the sum of City employees) rounded up to the nearest one tenth of a percent (0.01%) each January 1 for the remaining term of the MOU.~~

[…]

C. MEDICAL INSURANCE

(Note: The City withdraws its proposal related to reducing excess medical amounts for purposes of the 2024-2025 labor negotiations.)

ARTICLE 15. TUITION REIMBURSEMENT

A. **Reimbursement**. The Tuition Reimbursement Program shall be $5,000 per fiscal year per employee.

B. **Education Incentive. An employee with a Bachelor's degree or advanced degree from an accredited educational institution, and where the degree is not required by the applicable job description, shall receive an additional allowance of $150 per month. The education incentive shall be capped at $150 per month, regardless of the total number of degrees held.**

PARITY CLAUSE

In the event another employee group/bargaining unit receives a higher base salary increase or higher contribution toward health insurance benefits than those referenced herein, the City agrees to provide the same to the Public Works bargaining unit. This parity clause is only applicable to the parties' current labor negotiations.

SALARY SURVEY

The City agrees to conduct a City-wide total compensation survey to be completed by April 2025. The City agrees to meet and confer with the union regarding the parameters of the survey including which comparable agencies will be used. Upon completion of the survey, the City will meet with the union to discuss the results of the survey.

FOR THE CITY

T. Jarb Thaipejr, City Manager

FOR THE UNION

Rich Smith, Labor Representative
Teamsters, Local 1932

Brian Bolger

Marc Cruz

Walter Scheffler

CITY OF LOMA LINDA
LOMA LINDA PROFESSIONAL FIREFIGHTERS, LOCAL 935
SUCCESSOR MOU LABOR NEGOTIATIONS

TENTATIVE AGREEMENT

August 26, 2024

The City of Loma Linda ("City") and the Loma Linda Professional Firefighters, Local 935 ("Union"), hereby enter into a Tentative Agreement to conclude successor MOU negotiations. New language appears in **bold, underline font**, and deletions appear in ~~strikethrough~~. Except as reflected herein, the parties agree to maintain current contract language.

TERM

July 1, 2024 – June 30, 2025

ARTICLE 7. COMPENSATION

Effective on the commencement of the first full pay period after July 1, 2024, 5% across the board salary increase.

ARTICLE 8. SUPPLEMENTAL PAY

B. Paramedic Incentive. The City will provide the following monthly paramedic license incentive payment for Firefighters, Fire Engineers, and Fire Captains who possess a valid paramedic license in the following manner, **and only where the applicable job description does not require a paramedic license**:

- **Effective on the first pay period after ratification and adoption of the MOU by the City Council - $450 per month.**

ARTICLE 11. FRINGE BENEFITS

A. Employee Insurance and Deferred Compensation Plan

The City's contribution toward the Employee Insurance and Deferred Compensation Program for the purchase of health (CalPERS plans), dental (Delta Dental) and vision (VSP) insurances shall be **capped at $2,100 per month**. Any additional contribution necessary to maintain group medical insurance shall be borne solely by the employee. **Any increases to the monthly cap will be addressed through the labor negotiation process.**

- ~~$1,742 per month commencing on July 4, 2021.~~

~~• January 1, 2022, the monthly amount will be increases based on the formula described below.~~
~~• January 1, 2023 the monthly amount will be increased based on the formula described below.~~
~~• January 1, 2024 the monthly amount will be increased based on the formula described below.~~

~~The City will increase its contribution to the cafeteria spending in accordance with the percentage increase in cafeteria costs. The City will increase its contribution to the cafeteria plan by 2.5% effective July 4, 2021 and will subsequently increase the benefit in relation to direct cost increase of the weighted average % (sum of City employees per plan times percent increase divided by the sum of City employees) rounded up to the nearest one tenth of a percent (0.1%) each January 1 for the remaining term of the MOU.~~

B. Excess Medical.

(Note: The City withdraws its proposal related to reducing excess medical amounts for purposes of the 2024-2025 labor negotiations.)

ARTICLE 13. LEAVES

(Note: The intent of the City is to clarify existing practice related to paid leave accrual, and to not make any changes to the existing accrual amounts and/or timeframes.)

[…]

1. Accrual

   Full-time safety employees working twenty-four (24) hour shifts shall accrue paid leave in accordance with the following:

Years of Continuous Service	Hours Accrued Per Month	Maximum Hours Permitted In Employees Account
1 Month - 71 months	16	312
72 – 131	21	432
132	22	456
144	23	480
156	24	504
168	25	528
180 +	26	552

~~1 Month - 5 years~~
~~6 – 10~~
~~11~~

~~12~~
~~13~~
~~14~~
~~15~~

[...]

PARITY CLAUSE

In the event another employee group/bargaining unit receives a higher base salary increase or higher contribution toward health insurance benefits than those referenced herein, the City agrees to provide the same to the LLPFF bargaining unit. This parity clause is only applicable to the parties' current labor negotiations.

SALARY SURVEY

The City agrees to conduct a City-wide total compensation survey to be completed by April 2025. The City agrees to meet and confer with the union regarding the parameters of the survey including which comparable agencies will be used. Upon completion of the survey, the City will meet with the union to discuss the results of the survey.

FOR THE CITY

Jarb Thaipejr, City Manager

FOR THE UNION

Rick Wurts, Labor Representative

Jake Gustafson, Team Member

CITY OF LOMA LINDA
UNREPRESENTED MANAGEMENT/CONFIDENTIAL GROUP
SUCCESSOR MOU LABOR NEGOTIATIONS

CITY RESPONSE TO UNREPRESENTED MANAGEMENT/CONFIDENTIAL GROUP

September 17, 2024

The City of Loma Linda ("City") hereby provides the following response to the proposal from the Unrepresented Management/Confidential Group related to labor negotiations. New language appears in **bold, underline font**, and deletions appear in ~~strikethrough~~. Except as reflected herein, the City desires to maintain current contract language.

TERM

July 1, 2024 – June 30, 2025

COMPENSATION

Effective on the commencement of the first full pay period after July 1, 2024, 5% across the board salary increase.

BILINGUAL PAY

Effective on the first full pay period following ratification by the City Council, employees who regularly use a second language related to performing the essential functions of their position will be eligible to receive bilingual pay in the amount of $50 per month. Employees must pass a proficiency test as specified by the City, and be approved by the City Manager.

~~The City will pay $50 per month for no more than one employee per department. Employee must pass a proficiency test as specified by the City.~~

FRINGE BENEFITS

Cafeteria Plan. **The City's contribution toward the Employee Insurance and Deferred Compensation Program for the purchase of health (CalPERS plans), dental (Delta Dental) and vision (VSP) insurances shall be capped at $2,100 per month. Any additional contribution necessary to maintain group medical insurance shall be borne solely by the employee. Any increases to the monthly cap will be addressed through the labor negotiation process.**

~~The City will enhance cafeteria spending in accordance with the percentage increase in cafeteria costs. A weighted average of costs throughout the City is approximately 2.3% (See beow.) The~~

~~City proposes increasing the cafeteria plan by 2.5% effective the first pay period after adoption by City Council and to subsequently increase the benefit in relation to direct cost increase of the weighted average % (sum of City employees per plan times percent increase divided by the sum of City employees) rounded up to the nearest one tenth of a percent (0.1%) each January 1 for the remaining term.~~

PARITY CLAUSE

In the event another employee group/bargaining unit receives a higher base salary increase or higher contribution toward health insurance benefits than those referenced herein, the City agrees to provide the same to the Unrepresented Management/Confidential group. This parity clause is only applicable to the parties' current labor negotiations.

SALARY SURVEY

The City agrees to conduct a City-wide total compensation survey to be completed by April 2025. The City agrees to meet and confer with the Unrepresented Management/Confidential group regarding the parameters of the survey including which comparable agencies will be used. Upon completion of the survey, the City will meet with the group to discuss the results of the survey.

CITY OF LOMA LINDA
FIRE MANAGEMENT GROUP
SUCCESSOR MOU LABOR NEGOTIATIONS

CITY RESPONSE TO FIRE MANAGEMENT UNIT

September 17, 2024

The City of Loma Linda ("City") hereby provides the following response to the proposal from the Fire Management Group related to successor MOU negotiations. New language appears in **bold, underline font**, and deletions appear in ~~strikethrough~~. Except as reflected herein, the City desires to maintain current contract language.

TERM

July 1, 2024 – June 30, 2025

ARTICLE 1. PREAMBLE AND RECOGNITION

[…]

B. Recognition: The Fire Management Group is an association for the personnel employed in the following Fire Department positions:

Fire Marshal
Fire Battalion Chief
Fire Chief

In the event future management positions are created, the parties will discuss whether the position should be included within the Fire Management Unit.

ARTICLE 3. COMPENSATION

Effective on the commencement of the first full pay period after July 1, 2024, 5% across the board salary increase.

(The City will delete reference to the raises provided in prior years.)

ARTICLE 7. FRINGE BENEFITS

1. Cafeteria Plan Contribution. **The City's contribution toward the Employee Insurance and Deferred Compensation Program for the purchase of health (CalPERS plans), dental (Delta Dental) and vision (VSP) insurances shall be capped at $2,100 per month. Any**

additional contribution necessary to maintain group medical insurance shall be borne solely by the employee. Any increases to the monthly cap will be addressed through the labor negotiation process.

~~The City shall contribute $1,700.00 monthly for group medical, dental, vision insurance and deferred compensation program. Any additional contribution necessary to maintain group medical, dental, and vision insurance or deferred compensation shall be borne solely by the employee.~~

~~The City will increase its contribution to the cafeteria spending in accordance with the percentage increase in cafeteria costs. The City will increase its contribution to the cafeteria plan by 2.5% effective July 4, 2021, or the first pay period after ratification and adoption of this agreement by the City Council, whichever date is later, and will subsequently increase the benefit in relation to direct cost increase of the weighted average % (sum of City employees per plan times percent increase divided by the sum of City employees) rounded up to the nearest one tenth of a percent (0.1%) each January 1 for the remaining term of the agreement.~~

ARTICLE 8. HOLIDAYS

A. Holiday Pay. Full-time safety employees working twenty-four (24) hour shifts shall receive twelve (12) hours of pay at their 56-hour hourly pay rate for each scheduled holiday and such pay shall be six (6) hours of their 56-hour hourly pay rate for one-half day holidays. The amount of compensation associated with the nine (9) 12-hour and two (2) 6-hour holidays (one hundred twenty [120] hours) shall be equally divided amongst twenty-six (26) pay periods. The other two (2) holidays shall be available for employee use as Floating Holidays.

Employees within the Fire Management Group assigned to a 40-hour week shall receive ten (10) hours of pay at their 40-hour hourly rate for each scheduled holiday and such pay shall be five (5) hours of their 40-hour hourly rate for one-half day holidays. In addition, employees within the Fire Management Group assigned to a 40-hour week shall receive one (1) floating holiday (similar to all other 40-hour City employees).

ARTICLE 9. LEAVES

A. Paid Leave.

[…]

1. Accrual – Fire Management assigned to the 56-hour work schedule shall accrue paid leave in accordance with the following:

Years of Continuous Service	Hours Accrued Per Month	Maximum Hours Permitted In Employees Account

1 Month - 71 months	16	312
72 – 131	21	432
132	22	456
144	23	480
156	24	504
168	25	528
180 +	26	552

~~1 Month - 5 years~~
~~6 – 10~~
~~11~~
~~12~~
~~13~~
~~14~~
~~15 +~~

2. Accrual – Fire Management assigned to the 40-hour work schedule shall accrue paid leave in accordance with the following:

Years of Continuous Service	Hours Accrued Per Month	Maximum Hours Permitted In Employees Account
1 Month - 71 months	10.67	208
72 – 131	14	288
132	14.66	304
144	15.33	320
156	16	336
168	16.66	352
180 +	17.33	368

~~1 Month - 5 years~~
~~6 – 10~~
~~11~~
~~12~~
~~13~~
~~14~~
~~15 +~~

[…]

3. Paid Leave Usage

   a. ~~Employees may not take paid leave during their first ninety (90) days of service.~~ **Other than for personal illness or injury or illness or injury of an employee's child, parent, spouse, or domestic partner, Fire Management group members shall notify the Fire Chief prior to taking leave. The Fire Chief shall notify the City**

Manager prior to taking paid leave. The paid leave may be denied if the time off interferes with the needs of the Department.

~~b. Paid leave shall be taken at a time determined by the Fire Chief or his/her designee with due regard for the wishes of the employee and particular needs of the service.~~

~~c. An employee shall request to take paid leave, for other than their personal illness or injury or illness or injury of the employee's child, parent, spouse, or domestic partner, to their supervisor at least two (2) calendar days prior to the intended start of the leave.~~

b. With the exception of employees serving an original probationary period, employees working on a shift basis must take a minimum seventy-two (72) hours in each anniversary period.

c. An employee's paid leave account will not be affected by municipal holidays that occur while the employee is absent on paid leave.

4. Pay for Unused Leave

Upon ~~termination~~ **separation** an employee will be paid at his/her base hourly rate for all unused hours in his/her paid leave bank. Such payment shall not be construed as extending the employee's period of employment.

[…]

C. Sick Leave

[…]

4. Pay for Unused Sick Leave

c. Upon ~~termination~~ **separation**, safety employees working a twenty four (24) **hour** shift…

PARITY CLAUSE

In the event another employee group/bargaining unit receives a higher base salary increase or higher contribution toward health insurance benefits than those referenced herein, the City agrees to provide the same to the Fire Management group. This parity clause is only applicable to the parties' current labor negotiations.

SALARY SURVEY

The City agrees to conduct a City-wide total compensation survey to be completed by April 2025. The City agrees to meet and confer with the Fire Management group regarding the parameters of the survey including which comparable agencies will be used. Upon completion of the survey, the City will meet with the group to discuss the results of the survey.

City of Loma Linda

Regular City Council Staff Report

Approve Three-Year Lease Agreement with San Bernardino County for the Library (Contract No. 08-431 A-6) [Public Works]

Approve three-year lease agreement for contract term: 11/01/2024 - 10/31/2027

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3M

To	From
City Council	T Jarb Thaipejr, City Manager

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign the three-year lease extension.

BACKGROUND:

In 2008, the San Bernardino County Library signed an agreement to lease facilities within the civic center complex for a local branch library. The original four-year agreement has been extended multiple times. This request seeks to continue our partnership with the County to provide ongoing library services.

ANALYSIS:

The Loma Linda Branch Library is a very busy branch in the County system. The County is requesting a lease extension from November 1, 2024, through October 31, 2027, with one (1) three-year option to extend the term of the lease, adjust the rate schedule and amend certain terms of the lease as agreed upon between the City of Loma Linda and County of San Bernardino. The monthly base rental shall increase to:

- 11/01/2024 to 10/31/2025 - Base Rent to be $7,480.00;
- 11/01/2025 to 10/31/2026 - Base Rent to be $7,540.00;
- 11/01/2026 to 10/31/2027 - Base Rent to be $7,601.00.

The Custodial fees are to remain at $2,050.00/month. The County will continue to provide staff, materials and programming to operate library.

ENVIRONMENTAL IMPACT:

None.

FINANCIAL IMPACT:

Lease payments cover City costs to maintain facility.

Attachments

Library Lease - CON-RESD-LIB-100824-Lease Amd w City of Loma Linda-08-431 A6 (DVH).pdf

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

Contract Number

08-431 A-6

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	City of Loma Linda
Contractor Representative	T. Jarb Thaipejr, City Manager
Telephone Number	(909) 799-2810
Contract Term	11/1/24 – 10/31/27
Original Contract Amount	$1,452,720.00
Amendment Amount	$356,944.66
Total Contract Amount	$1,809,664.66
Cost Center	7810001000
GRC/PROJ/JOB No.	60002458
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, San Bernardino County ("COUNTY"), as tenant, and the City of Loma Linda ("LANDLORD"), as landlord, entered into Lease Agreement, Contract No. 08-431 dated June 3, 2008, and amended by the First Amendment dated December 4, 2012; the Second Amendment dated December 2, 2014; the Third Amendment dated December 20, 2016; the Fourth Amendment dated December 4, 2018; and the Fifth Amendment dated December 8, 2024; (collectively, the "Lease") wherein LANDLORD leases certain premises located at 25581 Barton Road, Loma Linda, CA, as more specifically set forth in the Lease; which expired dated December 31, 2023; and has continued on a permitted month to month holdover; and

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease to reflect the parties' agreement to extend the term of the Lease for three (3) years from November 1, 2024 through October 31, 2027, add one (1) three-year option to extend the term of the Lease, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment (the "Sixth Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, effective as of November 1 , 2024 unless otherwise expressly provided herein, the parties hereto agree the Lease, is amended as follows:

1. EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for three (3) years from November 1, 2024 through October 31, 2027 (the "Sixth Extended Term").

2. Effective November 1, 2024, DELETE in its entirety the existing **Paragraph 4.a. RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4.a. RENT**:

4. **RENT:**

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on or before the last day of each month commencing when the Sixth Extended Term commences and continuing through the Sixth Extended Term, as more specifically reflected and included in the amounts set forth below:

Lease Year	Base Rent (6,081 SF)	Custodial (6,081 sf)	Regular Monthly Rental Payment
11/1/2024 thru 10/31/2025	$7,787.00/month	$2,050.00/month	$9,837.00/month
11/1/2025 thru 10/31/2026	$7,864.87/month	$2,050.00/month	$9,914.87/month
11/1/2026 thru 10/31/2027	$7,943.52/month	$2,050.00/month	$9,993.52/month

3. DELETE in its entirety the existing **Paragraph 5, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 5, OPTION TO EXTEND TERM**:

5. **OPTION TO EXTEND TERM**:

a. LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent (provided that monthly rent shall continue to be payable based on 6,081 square feet of the Premises), for one (1) three-year period ("extended term") following expiration of the then current term, by COUNTY giving notice to exercise the option to LANDLORD on or prior to the expiration of the then current term or at any time during any holding over pursuant to **Paragraph 7, HOLDING OVER**. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased premises in San Bernardino County.

b. If the parties have been unable to agree on the fair market rental rate within five (5) months of COUNTY's exercise of its option, said fair market rental rate (based on 6,081 square feet) shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration of the then current term of the Lease and the determination of the fair market rental rate by arbitration, COUNTY shall continue to pay the monthly rent in effect for the month immediately preceding the expiration of the then current term of the Lease. If the fair market rental rate is determined by arbitration and COUNTY does not, for any reason, agree with such determination, COUNTY shall have the right to terminate the Lease by providing LANDLORD with written notice not later than thirty (30) days after COUNTY's receipt of the arbitration-determined fair market rental rate. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration-determined fair market rental rate for the month immediately following COUNTY's receipt of the arbitration-determined fair market rental rate and for the duration of the extended term. The parties agree to equally split the cost of the arbitration filing, hearing, and arbitrator fee; all other costs for the arbitration, including, but not limited to, any attorneys' fees shall be the sole responsibility of each party.

4. This Sixth Amendment 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 Sixth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Sixth Amendment (whether by facsimile, PDF, or other mail 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 Sixth Amendment upon request.

5. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this Sixth Amendment, the provisions and terms of this Sixth Amendment shall control.

END OF SIXTH AMENDMENT.

SAN BERNARDINO COUNTY

_____
Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

CITY OF LOMA LINDA

By ► _____

Name Phillip Dupper

Title Mayor

Dated: _____

Address 25541 Barton Road
Loma Linda, CA 92354

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
John Tubbs II, Deputy County Counsel		Lyle Ballard, Real Property Manager, RESD
Date	Date	Date

City of Loma Linda

Regular City Council Staff Report

Agreement with Lilburn Corporation to prepare the environmental review documents for Precise Plan of Design No. P21-247 [Community Development]

Approve the Agreement and authorize the use of funds to be deposited as a pass-through fee in the amount of $55,088, which includes a 10% contingency fee.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3N

To	From
City Council	Lorena Matarrita, Community Development Director

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION:

Staff recommends the City Council take the following actions:

1. Approve the Agreement with Lilburn Corporation to prepare the environmental review documents for Precise Plan of Design No. P21-247, a proposed 66-unit residential apartment complex on Barton Road; and,

2. Authorize the use of funds to be deposited as a pass-through fee in the amount of $55,088, which includes a 10% contingency fee. These funds will be paid by the applicant to cover the costs of the environmental review.

BACKGROUND:

The City has received a Precise Plan of Design application for a proposed 66-unit residential apartment complex, comprising four three-story buildings on an approximately 5-acre vacant lot along Barton Road. The project site falls within the High-Density Residential (R-3) General Plan Land Use Designation (0-13 du/ac) and Zoning District, and is also located within the Historic District.

To comply with the California Environmental Quality Act (CEQA), an environmental review is required to assess the potential environmental impacts of the proposed project. This review will include the preparation of technical studies to analyze aspects such as traffic, biological resources, and other environmental factors.

ANALYSIS:

On August 21, 2024, staff published a Request for Proposals on the City website and distributed it to fifteen firms, inviting them to submit proposals for the environmental analysis of the project. The City received six responses, with costs ranging from $32,000 to $157,000, reflecting a variety of approaches to the environmental review process.

After reviewing all proposals, Lilburn Corporation was selected. The City has successfully worked with Lilburn in the past. Their proposal offered the best balance of cost and completion time, making it the most cost-effective option. Additionally, Lilburn meets all the qualifications and has extensive experience with environmental reviews. Their knowledge of the City's General Plan, Development Code, and Measure V further ensures they are well-equipped to handle this project efficiently and effectively.

At this time, it is anticipated that the consultant will prepare a Consistency Analysis Memorandum in compliance with Section 15183 of the CEQA Guidelines, which allows a streamlined environmental review process for projects that are consistent with the densities established by existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified. However, if additional information arises during the preparation of the studies or if there are changes to the project site, it is understood that the level of environmental review may need to be elevated accordingly. In such cases, a change order will be required, and associated costs will be adjusted to reflect the expanded scope of work.

FINANCIAL IMPACT:

This Agreement will not result in any financial impacts to the City. The associated costs will be borne by the applicant, as indicated by the request to use funds deposited by the applicant as a pass-through fee in Account No. 0110000-22007.

ATTACHMENT:

A. Professional Services Agreement

Exhibit A: City's Request for Proposal (Requested Tasks and Deliverables)

Exhibit B: Lilburn Corporation's Schedule and Cost Estimate

Attachments

Attachment A - Professional Services Agreement and Exhibits.pdf

CITY OF LOMA LINDA

AGREEMENT FOR CONSULTANT SERVICES

FOR ENVIRONMENTAL REVIEW AND PREPARATION OF CEQA DOCUMENTATION

THIS AGREEMENT is made and effective as of September 24, 2024, between the City of Loma Linda, a municipal corporation ("City") and Lilburn Corporation, a California corporation, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 24, 2024 and shall remain and continue in effect until June 30, 2025, unless otherwise terminated pursuant 4to the provisions of this Agreement.

2. SERVICES

Consultant shall act as the plan reviewer and perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is set forth in Exhibit B.

3. PERFORMANCE

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

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, based upon actual time spent on the above tasks.

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

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it

shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement. Consultant also may terminate this Agreement by serving upon the City at least thirty (30) days prior written notice.

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other

documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, 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 Consultant herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents, and other persons or entities performing work for Consultant.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant 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 Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant's officers, agents, representative, employees, independent contractors, subcontractors, subconsultants, or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant's employees or agents, are or may be considered and treated as 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. Consultant'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/Subconsultants and Indemnification. Consultant 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 Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant 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 as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant 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 of this Agreement.

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant's officers, agents, representatives, employees, 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. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

(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 Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant 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. Further, no aspect of this provision shall impact the City's rights to contribution from Consultant, or for the City to dispute Consultant's refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused by the sole 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.

(g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.

(h) The Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Consultant 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, Consultant 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, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 aggregate total bodily injury, personal injury, and property damage.

(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 limit 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. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

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 work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. 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 Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

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. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

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 work or operations performed by or on behalf of the Contractor.

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.

(3) Workers' Compensation

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 Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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, Consultant 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. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Consultant or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant under this Agreement.

(h) Failure to Maintain Coverage

Consultant 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 Consultant until Consultant 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 Consultant's expense, the premium thereon.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant 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 by 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 Consultant's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Consultant shall be responsible for causing Subcontractors/Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors'/Subconsultant's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as board as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Loma Linda in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Loma Linda will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or

sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

(c) Consultant shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: T. Jarb Thaipejr, City Manager
City of Loma Linda
25541 Barton Rd.
Loma Linda, CA 92354

To Consultant: Cheryl A. Tubbs
Lilburn Corporation
1905 Business Center Drive
San Bernardino, CA 92408

17. ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Consultant from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Consultant in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Consultant shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit A hereto, and the contents of the proposal submitted by Consultant, Exhibit B hereto. In the event of conflict, the terms and requirements of the City's Request for Proposal and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

The Consultant 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 Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. CLAIMS AGAINST CITY

Consultant must comply with the claim procedures set forth in Government Code sections 900, *et. seq*., and/or the Loma Linda Municipal Code, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

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

CITY OF LOMA LINDA:

By:_____
Signature

Name: T. Jarb Thaipejr
Typed/Printed

Title: City Manager

CONSULTANT:

By:_____
Signature

Name:_____
Typed/Printed

Title: _____

ATTEST:

_____
Lynette Arreola, City Clerk

EXHIBIT A

Requested Tasks and Deliverables for CEQA Documentation
Excerpts from Pages 1-3 of the City's Request for Proposal

City of Loma Linda

25541 Barton Road, Loma Linda, CA 92354 ☎ (909) 799-2830 🖷 (909) 799-2894
Community Development Department

REQUEST FOR PROPOSALS
FOR
CEQA DOCUMENT

RELEASE DATE: AUGUST 21, 2024

SUBMITTAL DEADLINE: SEPTEMBER 16, 2024 AT 5:00 PM

INTRODUCTION

The City of Loma Linda invites qualified consultants to submit proposals for assessing the potential environmental impacts of a proposed project (the "Project") and preparing the appropriate environmental documentation in full compliance with the California Environmental Quality Act (CEQA).

The City anticipates the appropriate CEQA document will be a consistency analysis under CEQA categorical exemption 15183, however the City requests consultants provide a scope/fee for an optional task or an Initial Study/Mitigated Negative Declaration in the event it is determined the project is not eligible for exemption. Additionally, the consultant will be responsible for conducting any required technical studies, including, at a minimum, a Trip Generation Memo/Traffic Level of Service Study as mandated by the City's Measure V. Measure V, a city growth management initiative, necessitates the preparation of a traffic study that evaluates the level of service for all new developments in Loma Linda.

The City of Loma Linda will serve as the Lead Agency for the project application and CEQA documentation.

REQUIRED VENDOR QUALIFICATIONS

The City of Loma Linda is selecting consultants with the following qualifications:

- Experience drafting Initial Studies;
- Expertise in coordinating with sub-contractors for required reports.
- Experience working with municipalities of similar size.
- Successful track record of managing and completing comparable projects on time.
- Experience responding to public comments.
- Familiarity with the City of Loma Linda's community, ordinances, and general plan.

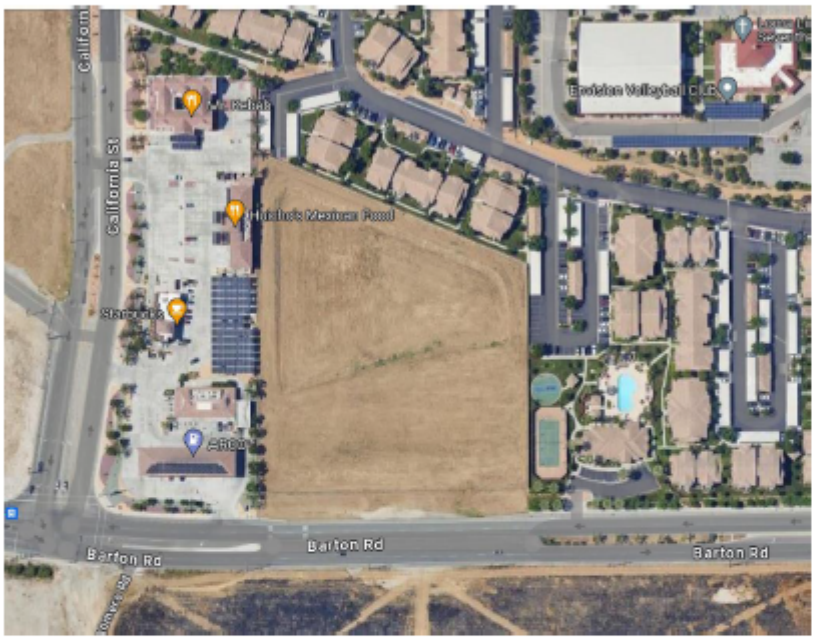
PROJECT DESCRIPTION

The City has received a proposal to develop a multi-family residential apartment complex consisting of 66 units across four three-story buildings on a 5.15-acre vacant lot generally located on Barton Road, east of California Street, and west of New Jersey Street (APNs: 0292-162-21 and -22). There is an existing drainage basin in the rear portion of the lot which will be incorporated within the design.

The lot is designated as High Density Residential (R-3) in both the General Plan Land Use Designation and Zoning District. It is also situated within the Mission Road Historic District. The proposed use is consistent with the permitted uses for this zone.

Entitlements for the Project include a "Precise Plan of Design" application (PPD No. P21-247) for site review, configuration, and design, along with a "Certificate of Appropriateness" required for development within the historic district. The PPD functions as the use permit for the site. While the use is permitted by right, the entitlement application must undergo review and approval by the Planning Commission. Additionally, due to the project's size exceeding a specified threshold in our code, it will also require City Council review.

VICINITY MAP



GENERAL SCOPE OF SERVICES AND EXPECTED DELIVERABLES

The selected consultant will work collaboratively with City staff and the Project applicant to evaluate the Project site and surrounding land uses through site visits, meetings, research and other methods the consultant believes appropriate. The consultant is expected to undertake the following key tasks and provide the corresponding documents and technical studies for the Project:

1. **Project Initiation**: Conduct kick-off meeting with staff to establish project objectives, discuss anticipated technical reports, and outline the CEQA review schedule. Consultant will prepare the official project description, and if applicable, the Tribal Notice to Consult under AB 52. The City will provide copies of any relevant documentation, plans or studies, and will mail any notices.

2. **CEQA Evaluation**: The project will be subject to environmental review under California Environmental Quality Act (CEQA), in compliance with CEQA, State CEQA Guidelines. The consultant will be responsible for preparing all CEQA documents required for the plan and administering all required CEQA noticing, postings, and filings/submissions with the Governor's Office of Planning and Research (OPR). City staff will obtain the appropriate payment and hand-deliver the filing (that was prepared by the consultant) for the San Bernardino County Clerk.

3. **Traffic Study**: Prepare a Trip Generation Memo/Traffic Level of Service Study in accordance with the City's Measure V requirements.

4. **CEQA Summary**: Prepare a concise summary of the CEQA analysis for inclusion in the Environmental Review section of the Project's Staff Report.
5. **Optional Tasks**: While not anticipated, additional tasks may include responding to inquiries and concerns from outside agencies and the public regarding the prepared environmental documents. Attendance at public hearings is not required but may be advantageous; the consultant should be available to provide support if necessary. Once the public hearing is scheduled, City staff will notify the consultant if their attendance is required.

Note: The City will supply the site plan, preliminary grading, General Plan EIR, and any relevant addendums or plans to consultants requiring them for proposal preparation.

QUALIFICATION SUBMITTAL REQUIREMENTS

Response to this request might include the following:

1. A cover letter about the firm that describes its experience, qualifications, as well as its competencies. This statement should describe the firm's level of expertise in the following areas:
   - Knowledge of the California Environmental Quality Act (CEQA) and experience with environmental analysis;
   - Ability to analyze and present information in an organized format; and
   - Familiarity with public input processes and experience in public information for review and comment.
2. Identification of the lead professional responsible for the project and of each professional who will perform various aspects of the day-to-day work including sub-consultants. If the proposal involves a joint venture or subcontractors, identify the firm(s) and describe related experience working on a multi-firm team.
3. A list of similar projects completed by the firm with references for each such project, including the contact name, email, and telephone number.
4. A statement regarding the anticipated approach for this project, and proposed scope of work outlining and describing the main tasks and work products and/or deliverables.
5. Identification of any information, materials and/or work assistance required from the City of Loma Linda and/or involved agencies or proponents to complete the project.
6. A general project schedule, including the timing of each potential task and turnaround time.
7. Provide your anticipated project costs to accomplish the activities outlined in your proposed scope of work, including the hourly rates for each person who will be involved in the work.
   a. The consultant will provide a budget/scope for a consistency checklist and appropriate technical studies in accordance with CEQA Guidelines 15183.
   b. The consultant will provide a budget/scope for an Optional Task of preparing an Initial Study, inclusive of all required notices including tribal notification, should it be found the project is not eligible for exemption under 15183 of the CEQA Guidelines. Consultants shall include a reasonable estimate for the number of hours to respond to public review comments. Consultant will also include the cost of the preparation of a Mitigation Monitoring and Reporting Program.
8. A statement regarding the firm's ability to comply with the standard provisions of the Agreement including insurance requirements (Attachment A).

SUBMIT NO LATER THAN SEPTEMBER 16, 2024 BY 5:00 PM

EXHIBIT B

Schedule of Performane and Cost Estimate
Excerpts from Pages 42 and 46 of Lilburn Corporation's Proposal

Table 4
Project Schedule for Optional CEQA 15183 Compliance Memorandum

Tasks	Duration	Target
Site Visit, Kickoff Meeting	1 week	October 17, 2024
Prepare Project Description	1 week	October 24, 2024
Environmental Technical Studies (following Project Description approval)	7 weeks	December 20, 2024
City Engineer Approval of TIA	2 weeks	January 15, 2025
Draft Compliance Memorandum (following approval of TIA)	1 week	January 22, 2025
City Review	2 weeks	February 3, 2025
Revise Document per City Comments	2 weeks	February 17, 2025
Prepare Findings for Staff Report	2 weeks	March 3, 2025

COST ESTIMATE
Barton Road Apartment Complex CEQA 15183 Compliance Memorandum - OPTION 1 (Revised 9.18.24)

COST CATEGORY / TASKS		LABOR										TOTAL ESTIMATED COSTS
		Principal $245/hr.	Project Manager $205/hr.	Sr. Environ. Analyst $205/hr.	Environ. Analyst $110/hr	CAD Operator I $80/hr.	Document Manager $135/hr.	Labor Subtotal Hours	Labor Subtotal Costs	Other Direct Costs/Subconsultants		
Task 1: Site Visit/Data Review/Kick-off Meeting		1	3		5			9	$1,410			$1,410
Task 2: Project Description		1	1		4	3	1	10	$1,265			$1,265
Task 3: AB 52 Assistance			6				2	8	$1,500			$1,500
Task 3: TECHNICAL STUDIES												
Task 3.1 : Biological Resources Letter Report		1						1	$245	$2,875	a	$3,120
Task 3.2 : Cultural Resources Phase I & Paleontological Resources Research		1						1	$245	$2,000	a	$2,245
Task 3.3 : VMT Screening and TIA for Measure V Compliance		1						1	$245	$12,600	a	$12,845
Task 4: 15183 Compliance Memorandum (2 versions)		4	12		160	2	12	190	$22,820			$22,820
Task 5: Staff Report Assistance		6	10	2				18	$3,930			$3,930
Task 6: Project Mgmt., Calls		6	8		2			16	$3,330			$3,330
TOTAL TASKS		21	40	2	171	5	15	254	$34,990	$17,475		$52,465

*Subconsultants

Lilburn Corporation September 2024

City of Loma Linda

Regular City Council Staff Report

Amendment to the Professional Services Agreement with Romo Planning Group to include an Air Quality Analysis for the proposed LLU Pediatric Medical Office Building - Precise Plan of Design No. P23-180 [Community Development]

Approve the Agreement Amendment in an amount not to exceed of $7,500 for processing the environmental review.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3O

To	From
City Council	Nicole Campbell, Associate Planner

Via
Lorena Matarrita, Community Development Director

RECOMMENDATION:

Staff recommends the City Council take the following actions:

1. **APPROVE** the amendment to the Agreement with Romo Planning Group to increase the contract amount to a not-to-exceed total of $7,500 for an Air Quality Analysis for processing the environmental review of Precise Plan of Design No. P23-180 Loma Linda University Building Pediatric Medical Office Building (LLU PMOB); and,
2. **AUTHORIZE** the use of funds to be deposited in the amount of $8,250, which includes a 10% contingency fee, as a pass-through fee to be paid for by the applicant to cover the costs of the contract planning services.

BACKGROUND AND ANALYSIS:

The City received a Precise Plan of Design application for a five-story, 105,000-square-foot medical office building proposed on an existing parking lot located at the southeast corner of Barton Road and Anderson Street (APN: 0284-191-23). To comply with the California Environmental Quality Act (CEQA), an environmental review is required to assess the potential impacts of the proposed project.

On June 11, 2024, the City Council approved an agreement with Romo Planning Group to prepare the necessary documents for the environmental review of Precise Plan of Design No. P23-180, Loma Linda University Building Pediatric Medical Office Building (LLU PMOB). The review process previously included assessments for cultural resources, greenhouse gas analysis, traffic analyses (VMT), and noise studies.

During the review process, the consultant determined that an additional air quality study is necessary to comply with CEQA. This additional study will cost $7,500, requiring an amendment to the original agreement with Romo Planning Group. The amendment will increase the contract amount to a not-to-exceed total of $7,500 for the completion of the air quality analysis. See the attached revised Scope of Work for details.

Approving the amendment to the agreement of services would authorize the City to deposit an additional $8,250 in a pass-through account, paid by the applicant, to cover the costs of the added study and required 10% contingency.

FINANCIAL IMPACT:

This amendment to the agreement with Romo Planning Group to prepare the environmental studies will not result in any financial impacts to the City. The associated costs will be borne by the applicant, as indicated by the request to use funds deposited by the applicant as a pass-through fee in Account No. 0110000-22007.

Attachments

Attachment A - Amendment to RPG Agreement.pdf

Attachment B - Revised Scope of Work.pdf

AMENDMENT TO AGREEMENT
WITH ROMO PLANNING GROUP FOR PROFESSIONAL SERVICES

This Agreement is made effective as of September 24, 2024, by and between the City of Loma Linda, a municipal corporation ("City") and Romo Planning Group, a California Corporation ("Consultant"), and collectively designated as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into an Agreement for Professional Services on June 11, 2024, for professional services relating to the environmental review of Precise Plan of Design No. P23-180, Loma Linda University Loma Linda University Pediatric Medical Office Building ("Agreement"); and

WHEREAS, the Agreement included preparation of the necessary documents for processing the environmental review of the proposed project, which covered assessments for cultural resources, greenhouse gas analysis, traffic analyses (VMT), and noise studies; and

WHEREAS, during the review process, it was determined that an air quality study is required to comply with the California Environmental Quality Act (CEQA); and

WHEREAS, the City desires the Consultant to conduct the additional air quality analysis and provide the necessary documentation to ensure CEQA compliance; and

WHEREAS, the additional air quality study will cost $7,500, and an amendment to the agreement is required to cover this cost.

AGREEMENT

NOW, THEREFORE, IT IS AGREED by and between City and Consultant to amend the Agreement as follows:

1. Section 5 (a) PAYMENT of said Agreement shall be amended to provide that the amount payable to the Consultant shall not exceed $7,500 for the total term of the Agreement unless additional payment is approved as provided in the Agreement.

2. Section 5 (b) PAYMENT of said Agreement shall be amended to provide that in no event shall the total compensation to the Consultant exceed $8,250, which includes the 10% amount the City Manager may approve.

3. Except as modified above, all other terms and provisions of the Agreement shall remain in full force and effect.

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

CITY OF LOMA LINDA	**ROMO PLANNING GROUP**
By:_____ City Manager or Designee	By:_____ (Name and Title)
Attest:	
By:_____ City Clerk	By:_____ (Name and Title)

PRELIMINARY ESTIMATED BUDGET	
Task 1: Project Initiation and Coordination	**$2,800.00**
Task 2: Technical Studies (optional tasks) • ***Phase I Cultural Resources Assessment*** *ELMT Consulting* *$4,500.00* • ***Biological Resources Analyses*** *ELMT Consulting* *$3,000.00* • ***Air Quality Analysis*** *Urban Crossroads* *$7,500.00* • ***Greenhouse Gas Analysis*** *Urban Crossroads* *$4,355.00* • ***Traffic Analyses*** *Urban Crossroads* *LOS* *$21,890.00* *VMT* *$18,480.00* • ***Noise*** *Urban Crossroads* *$8,500.00* ***Sub-total - Optional Technical Studies $68,225.00***	
Task 3: Prepare Screencheck IS/MND	**$14,000.00**
Task 4: Prepare IS/ND/MND for Public Review	**$3,500.00**
Task 5: Mitigation Monitoring Program	**$1,500.00**
Task 6 : Responses to Comments	**$2,500.00**
Task 7 : CEQA Notices and Findings	**$1,500.00**
Task 8: Public Hearings (2)	**$1,500.00**
TOTAL (excluding any Optional Tasks)	**$27,300.00**

City of Loma Linda

Regular City Council Staff Report

Agreement with Packet Fusion Inc. for VoIP Phone Services [Information Systems]

Approve Agreement for 3 years at $53,777.55 at $17,925.85 annually.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3P

To	From
City Council	Kyle MacGavin, Information Systems Manager

RECOMMENDATION:

It is recommended that the City Council approve the agreement with Packet Fusion Inc. for VoIP Phone Services.

BACKGROUND:

The City has been using the same phone system for over a decade with consistent upgrades to keep it modernized and operational. The City's current phone system manufacturer was bought out, the system is approaching end of life, and the system has reached a point of near obsolescence requiring a complete replacement. The city operates just under 100 phones in its current environment including desk phones, counter phones, room phones, and conference phones.

ANALYSIS:

Three VoIP providers were analyzed and the Zoom solution via Packet Fusion was found to have the most useful features at a competitive price. For this project The City exercised the governmental cooperative purchasing agency NASPO which formally conducts requests for proposals on behalf of government agencies for competitive pricing. This agreement is for 3 years at $53,777.55 broken up as $17,925.85 annually. This agreement has been reviewed by the city attorney.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

FINANCIAL IMPACT:

Funds have been budgeted for FY 2024-2025 and are allocated to the 51830 (Contracts) and 58845 (Tech Systems) city wide accounts.

Attachments

PFI - Zoom Services Reseller Customer Agreement - City of Loma Linda 08.13.24.pdf

PACKET FUSION, INC.
ZOOM SERVICES RESELLER CUSTOMER AGREEMENT

This Zoom Services Reseller Customer Agreement (the "Agreement") sets forth terms under which Packet Fusion, Inc., a California corporation ("Company" or "PFI") shall distribute, resell or refer the Zoom Service(s) to City of Loma Linda, ("Customer"). This agreement is effective as of the date of signing and will remain in effect for all future orders or purchases of Zoom Services or other services from Company. Capitalized terms shall have the meanings defined in the Agreement. In consideration of the mutual promises and obligations in the Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. SERVICES AND TERMS OF SERVICE

1.1. **Zoom Service(s).** Company is authorized to resell or distribute Zoom Meeting Services, Zoom Phone Services and other Zoom Services as more fully described in the Zoom Services Description available at ********explore.zoom.us/en/services-description/. Each Customer's purchase of Zoom Services shall be placed with Company on one or more Orders in accordance with this Agreement and the Reseller Customer Terms of Service. Each Order shall be deemed to be included in the Agreement as an attachment to Exhibit 1 of this Agreement.

1.2. **Professional Services.** Company is authorized to resell Zoom professional services or may provide its own installation and other professional services as requested by the Customer. Such services shall be described on one or more Statements of Work signed by Company and Customer that reference this Agreement ("**SOW**" or "**Statement of Work**"). Each such SOW shall be deemed to be included in the Agreement as an additional attachment to Exhibit 2 of this Agreement.

1.3. **Delivery and Installation.** All risk of loss passes to customer upon delivery of any purchased equipment to the installation site. The equipment delivery date shall be at a time to be mutually agreed upon by the parties. Title to any equipment purchased from PFI shall pass to customer upon the date that the equipment is delivered to the installation site.

1.4. **Zoom Reseller Customer Terms of Service.** Customer's use of and access to Zoom's website, products, services and associated software is conditioned upon compliance with and acceptance of the Reseller Customer Terms of Service. By signing this Agreement Customer acknowledges that is has read, understands and will comply with these Reseller Terms of Service and all other Zoom notices and terms. The full Zoom Reseller Customer Terms of Service are available at https://explore.zoom.us/en/eula-terms-of-service.

1.5. **Zoom Phone Native Services.** If Customer chooses to procure Zoom Phone Native Service, such choice is said to be a directive and mandate to the Company to procure Zoom Phone Native on Customer's behalf for the benefit of the Customer and its end users (the "Mandate"). All Zoom Phone Native Services are subject to Mandatory Flow Down Terms which are included in this Agreement as Exhibit 3.

2. SERVICE FEES, BILLING AND PAYMENT

2.1. **Service Fees.** Shall mean the fees that Zoom charges for the Service(s) for each Customer.

2.2. **Metered and Variable Billings.** Zoom Phone Native Services that are subject to metered/variable billing and are billed based on the Customer's use and consumption. For clarity, metered/variable billings are considered additional Service Fees. Company shall bill in arrears for usage on a metered/variable billing plan based on the number of call minutes the Customer utilizes in the prior month, multiplied by the applicable Zoom Phone Native Services calling rates set forth at https://zoom.us/billing/pbx/rates.

2.3. **Professional Services Billing.** Customer will be invoiced for the Professional Services Fees as set forth in each SOW.

2.4. **Reimbursable Expenses.** Customer will reimburse all pre-approved travel and other expenses incurred in connection with the delivery of services under this Agreement.

2.5. **Payment Terms.** Unless otherwise stated in any services or sales order, Customer will pay all invoices within thirty (30) days of the date of the applicable invoice by check, ACH or wire transfer. All payments are non-refundable and PFI will charge an administrative fee for returned checks.

2.6. **Cost of Collection.** Customer shall be liable for any reasonable expenses incurred by Company in collecting any amount due under this Agreement and any Orders, or in enforcing any obligation under this Agreement or any Orders, including without limitation collection agency costs, reasonable attorney's fees, and court costs.

3. TERM AND TERMINATION

3.1. **Term; Automatic Renewal.** Each Order Form will specify your Initial Subscription Term and any applicable Renewal Term for the Services. Unless your Order Form expressly states otherwise or applicable Law prohibits automatic renewal, each Renewal Term for the Services will begin automatically at the end of the then-current Initial Subscription Term or Renewal Term; as the case may be, unless either party provides written notice of termination at least sixty (60) calendar days prior to commencement of a Renewal Term.

4. WARRANTIES; DISCLAIMERS

4.1. Where Company acts as a reseller of third-party technology, Company represents and warrants that any third-party technology provider has authorized Company to grant licenses or sublicenses to use their products, including but not limited to the third-party technology, for use in Company's performance of the solution and Customer's use in connection therewith.

4.2. The Company technology and third-party technology may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

4.3. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" 'WHERE IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PACKET FUSION MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE CLOUD SERVICES WILL BE UNINTERRUPTED, TIMELY, COMPLETE, OR FREE FROM ERROR OR DEFECT.

4.4. Company warrants that any Professional Services or other Services provided by the Company will be performed in a professional and workmanlike manner and in accordance with applicable requirements of each SOW.

5. LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PACKET FUSION AS RESELLER OF ZOOM SERVICES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER

LEGAL THEORY, EVEN IF ZOOM, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ZOOM'S, ITS AFFILIATES', SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000.00). Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

5.2. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Packet Fusion as Reseller, its officers, directors, employees, consultants, agents, and Zoom from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Zoom Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law. Company agrees to indemnify, defend and hold harmless Customer, its officers, directors, employees, consultants, and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Company's violation of this Agreement or the infringement or violation by Company of any intellectual property or other right of any person or entity or applicable law

6. GENERAL

6.1. **Confidentiality.** During the course of reselling Zoom Services and any other products or services hereunder, Company may have access to confidential and proprietary information and materials of Customer ("Confidential Information"). Confidential Information includes and is not limited to, information related to past, present or future research, development or business affairs, any proprietary products, software, materials or methodologies, trade secrets or any other information which provides Company with a competitive advantage. Confidential Information shall be used by Company only in conjunction with the provision or performance of this Agreement and shall not be disclosed to any third party. No rights or licenses under patents, trademarks or copyrights are granted or implied by any disclosure of Confidential Information. Upon Customer's request or completion or termination of this Agreement, Company shall return all Confidential Information to Customer. Company shall only disclose Customer Confidential Information to subcontractors, employees, officers, directors or affiliates (collectively, "Affiliated Persons") who have a need to know such Customer Confidential Information in order to perform or provide the Services or other products or services for Customer related to Customer's systems, provided that such Affiliated Persons are subject to written confidentiality obligations with Company protecting Customer's Confidential Information.

6.2. **Security and Data Protection.** Customer is solely responsible for instituting and maintaining security safeguards to protect Customer's systems and data.

6.3. **Independent Contractors.** Neither party is an employee, agent or representative of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This agreement does not create an association, joint venture, or partnership between the parties nor imposes any partnership liability upon either party.

6.4. **Force Majeure.** Neither party shall be liable or otherwise responsible for any nonperformance or delay in performance of any of obligations under this Agreement during any period in which performance is prevented or hindered by any Force Majeure event, including by way of example but without limitation, lightning strike and any other acts of God, fire, flood and other severe catastrophic weather conditions, pandemic, war, embargo, union strikes, explosions or riots.

6.5. **Assignment and Subcontracting.** This Agreement, including any order entered into hereunder, is assignable by either party with the other party's prior written consent, which consent shall not be unreasonably withheld. Either party may assign this Agreement and orders entered hereunder, in whole or in part, to an affiliate, subsidiary, joint venture, or third party into which said party is merged or

which acquires substantially all of a party's assets or control of said party. Company may freely subcontract any or all of the work hereunder, provided that Company shall retain responsibility for the work subcontracted.

6.6. **Notices; Party Representatives.** All notices, demands or other writings to be made, given or sent hereunder or which may be so given or made or sent by Customer or Company to the other shall be deemed to have been given in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to Company:

Packet Fusion, Inc.
4305 Hacienda Drive, Suite 440
Pleasanton, CA. 94588
ATTN: Legal

If to Customer:

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

6.7. **Authority.** Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms.

6.8. **Disputes.** Any controversy, dispute or claim arising out of, or relating to, the interpretation of this Agreement shall be first subject to a thirty (30) day negotiation period between the parties in which each party shall disclose to the other all non-confidential documents, facts, statements and any other relevant information which may have any bearing on this dispute. Should such negotiations fail to resolve the dispute, either party may refer the dispute to arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association. The decision of the Arbitrator shall be based, exclusively, upon only this Agreement and the information disclosed by the parties during the negotiation period, and the law of the state in which the equipment is located. The Arbitrator's decision shall be final and binding, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

6.9. **Governing Law; Entire Agreement.** This Agreement, will be governed by the laws of the state of the State of California, constitutes the entire Agreement between the parties and supersedes all prior oral and written proposals and communications. This Agreement takes precedence over the language of any implementing Customer purchase order or similar document. No modification to this Agreement is effective unless in writing and signed by both parties.

6.10. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, then such provision shall be modified to the minimum extent necessary, in conformance with the intention of the parties, to cure such invalidity or unenforceability, and the remaining provisions shall continue in full force and effect.

6.11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures of parties on copies transmitted by facsimile or electronic signature shall be considered as signed original documents.

6.12. **Construction; Section Headings.** The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor or against either party, and that any ambiguity shall not be interpreted against the drafting party. The section headings in this Agreement have been inserted merely for convenience, are not a part of this Agreement, and shall not affect the rights and obligations of the parties or the meaning of the language in this Agreement.

6.13. **Survival.** Sections 4-6 shall survive the expiration or termination of this Agreement.

Packet Fusion, Inc.	City of Loma Linda
By: _____	By: _____
Name: Sarah Ashley	Name: Jarb Thaipejr
Title: Vice President – Operations & Finance	Title: City Manager
Date: _____	Date: _____

EXHIBIT 1

ZOOM SERVICES ORDERS

Exhibit 1 is comprised of all Zoom Services Orders entered into between the parties.

EXHIBIT 2

STATEMENT(S) OF WORK

Exhibit 2 is comprised of all SOWs entered into between the parties pursuant to this Agreement.

EXHIBIT 3

ZOOM PHONE NATIVE SERVICES – MANDATE
(MANDATORY FLOW DOWN TERMS)

1. **Customer Agreement.** Company shall state in writing, in each Customer Agreement, the following word for word, and where the word "Company" appears below, that means the party to this Schedule with Zoom:

   Customer Mandate for Zoom Phone Native Services (Confidential Information).

   a. Customer has directed and mandated Packet Fusion, Inc. ("Company") to procure the single supply of Zoom Phone Native Service on Customer's behalf, for the benefit of Customer and its end users (the "Mandate").

   b. Company has entered into an agreement with Zoom pursuant to the Mandate, whereby Company matches the Customer to Zoom, and requests Zoom to provide Zoom Phone Native Service for Customer's benefit and use.

   c. Pursuant to the Mandate, Company is responsible for all contracting, billing, and payment collection on behalf of Zoom and related document administration for and from Customer.

   d. Per telecommunications regulations, Zoom is the provider of the Zoom Phone Native Services to Customer.

2. **Customer Agreement for Zoom Phone Native Service.** Company must include the following terms in the Customer Agreement for ordering Zoom Phone Native Service:

   a. **Zoom Phone Numbering Policy.** Customer's use of Zoom Phone Native Services is subject to the Zoom Phone Numbering Policy published at ********explore.zoom.us/docs/doc/Zoom-Phone-Numbering- Policy.pdf.

   b. **Zoom Terms and Policies**. Customer's use of the Zoom Phone Native Service is subject to all applicable Zoom Notices & Policies published at https://zoom.us/legal, and the Zoom Reseller Customer Terms of Service published at: https://zoom.us/docs/en-us/EULA-terms-of-service.html (notwithstanding the title of such Reseller Customer Terms of Service, they also apply to Customers of partners acting under Mandate).

   c. **Emergency Services.**

      i. All applicable emergency calling notices and terms as published on Zoom's website at https://zoom.us/legal apply to Customer's use of Zoom Phone Native Services.

3. **Emergency Services Limitation of Liability.** Company must include the following terms in the Customer Agreement for ordering Zoom Phone Native Service:

   EMERGENCY SERVICES LIMITATION OF LIABILITY. NOTHING IN THIS CUSTOMER AGREEMENT IS INTENDED TO IMPLY OR CREATE LIABILITY FOR ZOOM FOR:

   a. ANY FAILURE OF EMERGENCY SERVICES, OR INABILITY TO REACH OR USE EMERGENCY SERVICES INCLUDING WITHOUT LIMITATION DUE TO AN OUTAGE OF ZOOM SERVICES; OR THE INABILITY TO PLACE OR COMPLETE EMERGENCY CALLS FROM ANY ZOOM-ENABLED DEVICE, CUSTOMER LINE, OR CUSTOMER PREMISES, OR INABILITY TO ACCESS EMERGENCY PERSONNEL

   b. ANY FAILURE OF ANY EMERGENCY RESPONDERS TO RESPOND, OR TO RESPOND TO THE CORRECT LOCATION WHERE THE EQUIPMENT, CUSTOMER, OR CALLER IS PHYSICALLY PRESENT OR WHERE SUCH EMERGENCY SERVICES ARE REQUIRED; AND

   c. ANY FAILURE OF EMERGENCY SERVICES, OR INABILITY TO REACH OR USE EMERGENCY SERVICES DUE TO CIRCUMSTANCES OUTSIDE OF ZOOM'S CONTROL INCLUDING BUT NOT LIMITED TO: (A) LOSS OF ELECTRICAL POWER; (B) LOSS

OF INTERNET CONNECTIVITY; (C) DEFECTIVE OR MISCONFIGURED EQUIPMENT; (D) NETWORK CONGESTION; (E) DELAYS ASSOCIATED WITH UPDATING THE REGISTERED SERVICE LOCATION; (F) RESTRICTIONS CREATED BY NON-VOICE EQUIPMENT; (G) RELOCATED EQUIPMENT, INCLUDING OUTSIDE OF THE TERRITORY; (H) THE SIMULTANEOUS USE OF ONE LINE WITH MULTIPLE PIECES OF EQUIPMENT; (I) FAILURE OF EMERGENCY RESPONSE CENTERS TO ANSWER AN EMERGENCY CALL; (J) FAILURES OF ANY THIRD PARTIES THAT ARE RESPONSIBLE FOR ROUTING EMERGENCY CALLS; (K) THE USE OF NON-NATIVE TELEPHONE NUMBERS; (L) FAILURE OF ANY EMERGENCY SERVICE PERSONNEL TO CALL BACK DIRECTLY TO THE NUMBER FROM WHICH AN EMERGENCY CALL WAS MADE OR FAILURE OF EQUIPMENT TO RECEIVE CALLBACKS FROM EMERGENCY SERVICE PERSONNEL; OR (M) NATURAL DISASTERS, FIRES, FLOODS, STORMS, EARTHQUAKES, ACCIDENTS, WAR, TERRORIST ACTS OR OTHER ACTS OF INSURRECTION, LABOR DISPUTE WITH REGIONAL IMPACT, OR MALFUNCTION OF UTILITY, COMMUNICATION OR TRANSPORTATION SYSTEMS.

City of Loma Linda

Regular City Council Staff Report

Agreement with Techstrata regarding Support Services [Information Systems/LLCCP]

Approve the Agreement on an as-needed basis at an hourly rate.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3Q
To	**From**
City Council	Kyle MacGavin, Information Systems Manager

RECOMMENDATION:

It is recommended that the City Council approve the agreement with Techstrata to provide support services to the IS Department and LLCCP.

BACKGROUND:

Techstrata is a leader in information technology services and Internet Services Provider (ISP) management. They have been a dedicated vendor to The City for over a decade now, and are familiar with the IS department and LLCCP. The IS department and LLCCP is currently understaffed, so the intent is for Techstrata to assist said departments as needed with projects and tasks. This agreement may be exercised to cover IS personnel as well.

ANALYSIS:

This agreement is for services provided on an as needed basis at an hourly rate. The City's per project bid procedures will still apply. This support is in lieu of hiring a full time or contract employee for this transitional period, and solely focused on advanced projects and tasks. This agreement has been reviewed by the city attorney.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

FINANCIAL IMPACT:

Funds are available in the 4405900-51820 Professional Services account.

Attachments

Techstrata_master_service_agreement_2024 (1) (1).pdf

These General Terms (these "General Terms") are between **Techstrata LLC.** ("Techstrata") and the individual or entity that has executed this Master Agreement. To place orders subject to these General Terms, the two Schedules (as defined below) that are attached to these General Terms must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. "Hardware" refers to computer equipment, components, options, and spare parts resold by Techstrata LLC, which may include third-party hardware products.
"Software" refers to software products licensed by Techstrata LLC, including proprietary software developed by Techstrata and third-party software that Techstrata is authorized to resell or distribute. Software includes updates, enhancements, and associated documentation.
"Services" refers to technical support, consulting, training, implementation, and any other professional services provided by Techstrata LLC in connection with the Hardware or Software.
"Products" collectively refers to Hardware, Software, and Services as offered and sold by Techstrata LLC.
"Programs" refers to the specific software applications licensed to customers under this Agreement and does not include hardware or third-party software unless explicitly stated.

1.1 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.2 "**Software**" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Techstrata under Schedule H and specifically listed (i) in accompanying documentation, (ii) on a Techstrata webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Software does not include, and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Techstrata. For specific Hardware, Software includes Software Options (as defined in Schedule H) separately ordered.

1.3 "**Master Agreement**" refers to these General Terms (including any amendments thereto) and the two Schedules incorporated into the Master Agreement (including any amendments to those incorporated Schedules). The Master Agreement governs Your use of the Products and Service Offerings ordered from Techstrata or an authorized reseller.

1.4 "**Operating System**" refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Software and Operating System.

1.6 "**Programs**" refers to (a) the software owned or distributed by Techstrata that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Software or any Operating System or any software release prior to general availability (e.g., beta releases).

1.7 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs.

1.8 **"Schedule"** refers to all Techstrata Schedules to these General Terms as identified in Section 2.

1.9 "**Separate Terms**" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "**Service Offerings**" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "**You**" and "**Your**" refers to the individual or entity that has executed these General Terms.

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

This Master Agreement is applicable to the order which this Master Agreement accompanies. As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule H - Hardware and Schedule P - Program.

The Schedules set forth terms and conditions that apply specifically to certain types of Techstrata offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Techstrata. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Techstrata or its affiliate.

4. OWNERSHIP

Techstrata or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Software and anything developed or delivered under the Master Agreement.

5. Techstrata LLC ('Techstrata') will defend, indemnify, and hold harmless the Customer and its directors, officers, employees, and agents from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim that the Hardware, Software, or Services provided by Techstrata infringe upon the intellectual property rights of any third party. This obligation is conditioned on the Customer:
- Providing Techstrata with prompt written notice of the claim.
- Granting Techstrata full control of the defense and any settlement negotiations.
- Providing Techstrata with reasonable assistance in defending the claim, at Techstrata's expense.

Techstrata's indemnification obligations shall not apply to claims arising from:
- Modifications made by the Customer to any Hardware, Software, or Services not authorized by Techstrata.
- The combination of Techstrata's Products with any other products or services not provided by Techstrata, where the claim arises solely due to such combination.

5.1 Subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Techstrata ("Recipient" which may refer to You or Techstrata depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Techstrata ("Provider" which may refer to You or Techstrata depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use,

or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Techstrata is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Techstrata for the license of the infringing Program. If such return materially affects Techstrata's ability to meet its obligations under the relevant order, then Techstrata may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Techstrata is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Techstrata for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Techstrata may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Techstrata for the Program license and any unused, prepaid technical support fees You have paid to Techstrata for the Program license.

5.5 Provided You are a current subscriber to Techstrata technical support services for the Operating System (e.g., Techstrata Premier Support for Systems, Techstrata Premier Support for Operating Systems or Techstrata IT Support), then for the period of time for which You were a subscriber to the applicable Techstrata technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Software and any Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Software or Software Options (as applicable)" (i.e., Techstrata will not indemnify You for Your use of the Operating System and/or Software and/or Software Options when You were not a subscriber to the applicable Techstrata technical support services).

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Techstrata will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Techstrata. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Techstrata will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Techstrata is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Techstrata will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Techstrata will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Techstrata terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service

Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 If You have used a contract with Techstrata or an affiliate of Techstrata to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.3 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Techstrata are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Techstrata must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Techstrata's income. Also, You will reimburse Techstrata for reasonable expenses related to providing Service Offerings.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Techstrata's Invoicing Standards Policy.

8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another (**"Confidential Information"**). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to the terms and pricing under the Master Agreement and all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 We each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Techstrata order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Techstrata document and no terms included in any such purchase order, portal or other non-Techstrata document shall apply to the Products and/or Service Offerings ordered. In the event of

inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Techstrata Store by authorized representatives of You and of Techstrata. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. TECHSTRATA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID TECHSTRATA UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID TECHSTRATA FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12. Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, cyber-attacks, government restrictions, labor disputes, power outages, or natural disasters. The affected party shall promptly notify the other party in writing of such force majeure event and will make commercially reasonable efforts to mitigate its effects. If the force majeure event continues for more than thirty (30) days, either party may terminate the affected orders with written notice to the other party. This section does not excuse the obligation to pay for Products or Services delivered prior to the force majeure event.

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

13. This Master Agreement is governed by the laws of the United States and the State of California. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in California for the resolution of any disputes arising out of or relating to this Agreement.

14. NOTICE

Techstrata LLC ("Techstrata") will defend, indemnify, and hold harmless the Customer and its directors, officers, employees, and agents from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim that the Hardware, Software, or Services provided by Techstrata infringe upon the intellectual property rights of any third party. This obligation is conditioned on the Customer:
- Providing Techstrata with prompt written notice of the claim.
- Granting Techstrata full control of the defense and any settlement negotiations.
- Providing Techstrata with reasonable assistance in defending the claim, at Techstrata's expense.

Techstrata's indemnification obligations shall not apply to claims arising from:
- Modifications made by the Customer to any Hardware, Software, or Services not authorized by Techstrata.
- The combination of Techstrata's Products with any other products or services not provided by Techstrata, where the claim arises solely due to such combination.

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Software and/or any Service Offerings or an interest in them to another individual or entity.

If You grant a security interest in the Programs, Operating System, Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Techstrata's policies regarding financing. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

16. OTHER

16.1 Techstrata is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Techstrata's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Techstrata may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 You understand that Techstrata's business partners, including any third party firms retained by You to provide consulting services, are independent of Techstrata and are not Techstrata's agents. Techstrata is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Techstrata subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Techstrata would be responsible for the performance of Techstrata resources under that order.

16.7 For software (i) that is part of Programs, Operating Systems, Software or Software Options (or all four) and (ii) that You receive from Techstrata in binary form and (iii) that is licensed under an open source

license that gives You the right to receive the source code for that binary.

16.8 Techstrata may refer to You as a Techstrata customer of the ordered Products and Service Offerings in sales presentations, marketing vehicles and activities.

This Hardware Schedule (this "Schedule H") is a Schedule to the General Terms to which this Schedule H is attached. The General Terms and this Schedule H, together with the attached Schedule P, are the Master Agreement. This Schedule H shall co-terminate with the General Terms.

1. "Hardware" refers to computer equipment, components, options, and spare parts resold by Techstrata LLC, which may include third-party hardware products.
"Software" refers to software products licensed by Techstrata LLC, including proprietary software developed by Techstrata and third-party software that Techstrata is authorized to resell or distribute. Software includes updates, enhancements, and associated documentation.
"Services" refers to technical support, consulting, training, implementation, and any other professional services provided by Techstrata LLC in connection with the Hardware or Software.
"Products" collectively refers to Hardware, Software, and Services as offered and sold by Techstrata LLC.
"Programs" refers to the specific software applications licensed to customers under this Agreement and does not include hardware or third-party software unless explicitly stated.

1.1 "**Commencement Date**" for the Hardware, Operating System and Software refers to the date the Hardware is delivered. For Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

1.2 Hardware: Refers to computer equipment, components, options, and spare parts resold by Techstrata LLC, which may include third-party hardware products.
Software: Refers to software products licensed by Techstrata LLC, including proprietary software developed by Techstrata and third-party software that Techstrata is authorized to resell or distribute. Software includes updates, enhancements, and associated documentation.
Services: Refers to technical support, consulting, training, implementation, and any other professional services provided by Techstrata LLC in connection with the Hardware or Software.
Products: Collectively refers to Hardware, Software, and Services as offered and sold by Techstrata LLC.
Programs: Refers to the specific software applications licensed to customers under this Agreement and does not include hardware or third-party software unless explicitly stated.

1.3 Capitalized terms used but not defined in this Schedule H have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in Your configuration), Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Software Options. Software Options may not be activated or used until You separately order them and agree to pay additional fees.

2.2 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. You are licensed to use that Software and any Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Software Options that You separately order subject to the terms of this Schedule H, the applicable documentation and the Software Options License Rules; the Software Options License Rules are incorporated in and made a part of this Schedule H. You are licensed to use those Software Options and any Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To

fully understand Your license right to any Software Options that You separately order, You need to review the Software Options License Rules. In the event of any conflict between the Master Agreement and the Software Options License Rules, the Software Options License Rules shall take precedence.

2.3 The Operating System or Software or Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which

are licensed under open source or similar license terms; Your rights to use the Operating System, Software and Software Options under such terms are not restricted in any way by the Master Agreement including this Schedule H. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Software, and Software Options.

2.4 Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Techstrata and delivered to You under this Schedule H ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

3. RESTRICTIONS

3.1 You may only make copies of the Operating System, Software and Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Software or Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Software.

3.2 You acknowledge that to operate certain Hardware, Your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Techstrata to You in the applicable Hardware documentation.

3.3 The prohibition on the assignment or transfer of the Operating System or any interest in it under section 15 of the General Terms shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

Techstrata may include additional Programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those Programs unless You have a license specifically granting You the right to do so; however, You may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30-day trial period, you must obtain a license for such Programs from Techstrata or an authorized reseller. If You decide not to obtain a license for any Program after the 30-day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Techstrata does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 Techstrata Hardware and Systems Support acquired with Your order may be renewed annually and, if You renew Techstrata Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 4% over the prior year's fees.

5.2 If ordered, Techstrata Hardware and Systems Support (including first year and all subsequent years) is provided under Techstrata's Hardware and Systems Support Policies in effect at the time the technical support services are provided. You agree to cooperate with Techstrata and provide the access, resources, materials, personnel, information, and consents that Techstrata may require in order to perform the technical support services. The Techstrata Hardware and Systems Support Policies are incorporated in this Schedule H and are subject to change at Techstrata's discretion; however, Techstrata will not materially reduce the level of technical support services provided during

the period for which fees for Techstrata Hardware and Systems Support have been paid. You should review the policies prior to entering into the order for technical support services.

5.3 Techstrata Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

6. HARDWARE-RELATED SERVICE OFFERINGS

In addition to technical support.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Techstrata provides a limited warranty ("Techstrata Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Software and the Software Options that sells to its customers. Techstrata warrants that the Hardware will be free from,and using the Operating System and Software and Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to You. Techstrata warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You

7.2 Techstrata also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. You must notify Techstrata of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

7.3 **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND TECHSTRATA'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT TECHSTRATA'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID TECHSTRATA FOR THE DEFECTIVE HARDWARE ITEM AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE HARDWARE ITEM; OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF TECHSTRATA CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE- RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO TECHSTRATA FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7.4 Replacement units for defective parts or Hardware Items replaced under the Techstrata Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the

Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Techstrata upon removal from the Hardware.

7.5 **TECHSTRATA DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, SOFTWARE, SOFTWARE OPTIONS OR MEDIA.**

7.6 No warranty will apply to any Hardware, Operating System, Software, Software Options or media which has been:

a. modified, altered or adapted without Techstrata's written consent (including modification or removal of the Techstrata/Sun serial number tag on the Hardware);
b. maltreated or used in a manner other than in accordance with the relevant documentation.
c. repaired by any third party in a manner which fails to meet Techstrata's quality standards.
d. improperly installed by any party other than Techstrata or an authorized Techstrata certified installation partner.
e. used with equipment or software not covered by a Techstrata warranty, to the extent that the problems are attributable to such use.
f. relocated, to the extent that problems are attributable to such relocation.
g. used directly or indirectly in supporting activities prohibited by U.S. or other national export

regulations.

h. used by parties appearing on the then-current U.S. export exclusion list.
i. relocated to countries subject to U.S. trade embargo or restrictions.
j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or
k. purchased from any entity other than Techstrata or a Techstrata authorized reseller.

7.7 The Techstrata Hardware Warranty does not apply to normal wear of the Hardware or media. The Techstrata Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

8. Techstrata LLC reserves the right to audit the Customer's use of the Hardware, Software, and Services to ensure compliance with the terms of this Agreement. Such audits will be conducted during regular business hours and with at least forty-five (45) days' written notice. The scope of the audit will be limited to verifying compliance with the license terms for Techstrata Products. The Customer agrees to provide reasonable cooperation and access to relevant records and systems necessary for the audit.

The audit shall not unreasonably interfere with the Customer's business operations, and Techstrata will comply with applicable data privacy regulations, including but not limited to the California Consumer Privacy Act (CCPA) and other relevant U.S. federal or state privacy laws. Any information obtained during the audit will be treated as confidential and used solely for the purposes of ensuring compliance with the terms of this Agreement.

Upon 45 days written notice, Techstrata may audit Your use of the Operating System, Software and Software Options. You agree to cooperate with Techstrata's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Operating System, Software and Software Options in excess of Your license rights. If You do not pay, Techstrata can end (a) Service Offerings (including technical support) related to the Operating System, Software and Software Options, (b) licenses of the Operating System, Software and Software Options ordered under this Schedule H and related agreements and/or (c) the Master Agreement. You agree that Techstrata shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery, Installation and Acceptance of Hardware

9.1.1 You are responsible for installation of the Hardware unless You purchase installation services from Techstrata for that Hardware.

9.1.2 Techstrata will deliver the Hardware in accordance with Techstrata's Order and Delivery Policies which are in effect at the time of Your. Techstrata will use the delivery address specified by You on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified on the order and the delivery terms in the Order and Delivery Policies that are applicable to Your country of destination will apply.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

9.1.4 Techstrata may make and invoice You for partial deliveries.

9.1.5 Techstrata may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.1.6 Techstrata will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Techstrata's past practices regarding the amount and type of Hardware that You have ordered.

9.2 Delivery and Installation of Software Options

9.2.1 You are responsible for installation of the Software Options unless the Software Options have been pre-installed by Techstrata on the Hardware You are purchasing under the order or

unless You purchase installation services from Techstrata for the Software Options.

9.2.2 Techstrata has made available to You for electronic download at the electronic delivery web site for the Software Options listed in the order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the Software Options and related documentation for the Software Options listed. Provided that You have continuously maintained technical support for the listed Software Options, You may continue to download the Software Options and related documentation. Please be advised that not all Software Options are available on all Hardware/Operating System combinations. For the most recent Software Options availability please check the electronic delivery web site specified above. You acknowledge that Techstrata is under no further delivery obligation with respect to Software Options under the applicable order, electronic download or otherwise.

9.3 **Transfer of Title**

Title to the Hardware will transfer upon delivery.

9.4 **Territory**

The Hardware shall be installed in the country/countries that You specify as the delivery location on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified in the order.

9.5 **Pricing, Invoicing, and Payment Obligation**

9.5.1 You may change a Hardware order prior to shipment subject to the then current change order fee as established by Techstrata from time to time. The applicable change order fees and a description of allowed changes are applicable.

9.5.2 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Techstrata of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Techstrata's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.5.3 Hardware and Software Options fees are invoiced as of the respective Commencement Dates.

9.5.4 Hardware-related Service Offering fees are invoiced in advance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

9.5.5 In addition to the prices listed on the order, Techstrata will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies.

This Program Schedule (this “Schedule P") is a Schedule to the General Terms to which this Schedule P is attached. The General Terms and this Schedule P, together with the attached Schedule H, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

1. “Hardware” refers to computer equipment, components, options, and spare parts resold by Techstrata LLC, which may include third-party hardware products.
“Software” refers to software products licensed by Techstrata LLC, including proprietary software developed by Techstrata and third-party software that Techstrata is authorized to resell or distribute. Software includes updates, enhancements, and associated documentation.
“Services” refers to technical support, consulting, training, implementation, and any other professional services provided by Techstrata LLC in connection with the Hardware or Software.
“Products” collectively refers to Hardware, Software, and Services as offered and sold by Techstrata LLC.
“Programs” refers to the specific software applications licensed to customers under this Agreement and does not include hardware or third-party software unless explicitly stated.

1.1 “**Commencement Date**” refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required (if the order was placed through the Techstrata store, the effective date is the date the order was submitted to Techstrata).

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Upon Techstrata’s acceptance of Your order, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation.

2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Techstrata and delivered to You under this Schedule P (“deliverables”); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

3. RESTRICTIONS

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Techstrata may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Techstrata, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Techstrata). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

a. remove or modify any Program markings or any notice of Techstrata's or its licensors' proprietary rights;
b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings You have acquired);
c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
d. disclose results of any Program benchmark tests without Techstrata's prior written consent.

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

You may order trial Programs, or Techstrata may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Techstrata or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Techstrata does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Techstrata's annual technical support services You may have ordered from Techstrata or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Techstrata's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Techstrata and provide the access, resources, materials, personnel, information and consents that Techstrata may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Techstrata's discretion; however, Techstrata policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services.

5.2 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

5.3 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may de support a subset of licenses in a license set only if You agree to terminate that subset of

licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Techstrata's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document. You agree to provide Techstrata with all information, access and full good faith cooperation reasonably necessary to enable Techstrata to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Techstrata requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Techstrata to access such products on Your behalf. Service Offerings provided may be related to Your license to use Programs owned or distributed by Techstrata which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Techstrata warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Techstrata of any Program warranty deficiency within one year after delivery. Techstrata also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Techstrata of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

7.2 **TECHSTRATA DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT TECHSTRATA WILL CORRECT ALL PROGRAM ERRORS.**

7.3 **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND TECHSTRATA'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF TECHSTRATA CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO TECHSTRATA FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF TECHSTRATA CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO TECHSTRATA FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.**

7.4 **TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. Techstrata LLC reserves the right to audit the Customer's use of the Hardware, Software, and Services to ensure compliance with the terms of this Agreement. Such audits will be conducted during regular business hours and with at least forty-five (45) days' written notice. The scope of the audit will be limited to verifying compliance with the license terms for Techstrata Products. The Customer agrees to provide reasonable cooperation and access to relevant records and systems necessary for the audit.

The audit shall not unreasonably interfere with the Customer's business operations, and Techstrata will comply with applicable data privacy regulations, including but not limited to the

California Consumer Privacy Act (CCPA) and other relevant U.S. federal or state privacy laws. Any information obtained during the audit will be treated as confidential and used solely for the purposes of ensuring compliance with the terms of this Agreement.
Upon 45 days written notice, Techstrata may audit Your use of the Programs. You agree to cooperate with Techstrata's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Techstrata can end (a) Program-related Service Offerings (including technical support),
(b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Techstrata shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Techstrata on the Hardware You are purchasing under the order or unless You purchase installation services from Techstrata for those Programs.

9.1.2 Techstrata has made available to You for electronic download at the electronic delivery web site provided to you, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Techstrata is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise.

9.1.3 If ordered, Techstrata will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Dublin, Ireland (Incoterms 2000).

9.2 Territory

The Programs shall be used in the State/County specified in the order.

9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Techstrata of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Techstrata's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced in advance of the Program-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, Techstrata will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.

City of Loma Linda	**Techstrata LLC.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____ *{to be completed by Techstrata}*	

City of Loma Linda

Regular City Council Staff Report

Council Bill #R-2024-35 - A Resolution Initiating Annexations 78 & 79 to Landscape Maintenance District No. 1 and scheduling a Public Hearing for November 12, 2024, for Annexation to Landscape Maintenance District No. 1 (Tract 20417 – Gold Crest & Tract 20442 - Sierra Crest) [Public Works]

Adopt Council Bill #R-2024-35.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3R

To	From
City Council	Jeff Peterson, Associate Engineer

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION:

It is recommended that City Council adopt Council Bill No. R-2024-35 initiating Annexations 78 & 79 into the Landscape Maintenance District and schedule the Public Hearing for ordering Annexations 78 & 79 into the Landscape Maintenance District for November 12, 2024.

BACKGROUND:

The City Council approved Tract Map No. 20417 – Gold Crest & Tract Map No. 20442 – Sierra Crest, subject to Conditions of Approval. Annexation into the Landscape Maintenance District is one of those conditions. The City has received a petition from the property owner to annex into the Landscape Maintenance District.

ANALYSIS:

The petition and ballot have been prepared for the property owner's approval of Annexation Nos. 78 & 79 into the Landscape Maintenance District. Further, an Engineer's Report has been prepared these Annexations, report attached. Tract Map No. 20417 – Gold Crest, is the 51 large lot subdivision located between Mission Road and Citrus Avenue, east of Mesquite Avenue, being built by Lennar Homes. Tract Map No. 20442 – Sierra Crest, is the condominium project located on the northwest corner of Citrus Avenue and Byn Mawr Avenue, also being built by Lennar Homes.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

N/A

Attachments

LMD1 Annex 78 & 79 Report.pdf

Loma Annex 78 & 79 Consent Resolution to City 9.17.24 (002).pdf

CITY OF LOMA LINDA
ENGINEER'S REPORT

LANDSCAPE MAINTENANCE
DISTRICT NO. 1
ANNEXATION NO. 78
(GOLD CREST – TRACT 20417)
ANNEXATION NO. 79
(SIERRA CREST – TRACT 20442)

FISCAL YEAR 2024/2025

INTENT MEETING: SEPTEMBER 24, 2024
PUBLIC HEARING: NOVEMBER 12, 2024

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SEPTEMBER 9, 2024
PREPARED BY
WILLDAN FINANCIAL SERVICES

ENGINEER'S REPORT AFFIDAVIT

CITY OF LOMA LINDA
LANDSCAPE MAINTENANCE DISTRICT NO. 1
ANNEXATION NO. 78
(GOLD CREST – TRACT 20417)
ANNEXATION NO. 79
(SIERRA CREST – TRACT 20442)
FISCAL YEAR 2024/2025

ENGINEER'S REPORT
CERTIFICATE

As part of the Resolution of Intention packet presented for the consideration of the Loma Linda City Council, this Report and the enclosed budgets, diagrams, and descriptions outline specific proposed changes to the Landscape Maintenance District No. 1 (LMD No. 1) for Fiscal Year 2024/2025, including the annexation of territories to the District, the expansion of the improvements to be maintained within the District, and the proposed annual assessments for all parcels within the proposed annexations commencing in Fiscal Year 2025/2026. Reference is hereby made to the San Bernardino County Assessor's Parcel Maps for a detailed description of the lines and dimensions of parcels within Tract 20417 (Gold Crest) and Tract 20442 (Sierra Crest) that may be subject to a proposed annual assessment.

Dated this _____ day of _____, 2024.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Loma Linda

By: _____

Stacee Reynolds
Principal Consultant

By: _____

Tyrone Peter
R. C. E. # C81888

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INTRODUCTION

Pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2, Division 15, of the California Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), this report is prepared in compliance with the requirements of Article 4, Chapter 1, of the 1972 Act regarding the annexation of territory into the City of Loma Linda's existing Landscape Maintenance District No. 1 (hereafter referred to as "LMD No. 1" or "District").

The City Council of the City of Loma Linda being the legislative body for LMD No. 1, may, pursuant to the 1972 Act, annex territory and levy annual assessments for the operation and administration of LMD No. 1. Within Section 22608 of the 1972 Act, it states "*right of majority protest shall be limited to the territory proposed to be annexed.*"

In addition, the 1972 Act provides for the levy of annual assessments after annexation into or formation of an assessment district for the continued maintenance and servicing of the improvements. The 1972 Act further allows various areas to be annexed into an existing district when the territory in the annexation receives substantially the same proportional special benefits from the improvements. The costs associated with the installation, maintenance, and servicing of the improvements may be assessed to properties, which benefit from the installation, maintenance, and servicing of such improvements.

This report specifically addresses the annexation of approximately 22.582 acres of territory consisting of fifty-one (51) single family homes at build-out in Tract 20417 and 12.339 acres of territory consisting of one hundred three (103) residential condominiums at build-out in Tract 20442. These territories are more specifically identified as:

- **Gold Crest – Tract 20417** which is located south of Citrus Avenue and northeast of Mission Road. This development includes the following: Assessor's Book 292, Page 731, Parcels 1 through 43 and Page 741, Parcels 1 through 13.
- **Sierra Crest – Tract 20442** which is located north of Citrus Avenue and west of Bryn Mawr Avenue. This development includes the following: Assessor's Book 292, Page 712, Parcels 4 through 66 and Page 713, Parcels 1 through 52.

These annexation territories are proposed to be annexed into LMD No. 1 as Annexation No. 78(Gold Crest–Tract 20417), and Annexation No. 79 (Sierra Crest – Tract 20442) (referred to as "Annexation Territories") and levied assessments commencing in Fiscal Year 2025/2026, if not a part of a homeowner's association (HOA).

The properties associated with and identified herein as Annexation Territories are shown on the Assessment Diagrams incorporated herein as Part D of this Report.

BALLOT PROCEEDINGS

As part of this annexation proceeding, pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, the City shall conduct a property owner protest ballot proceeding (referred to as "Ballot Proceeding") for the proposed levy of new assessments as described in this Report. In conjunction with this Ballot Proceeding, the City Council will conduct a noticed public hearing (scheduled for November 12, 2024) to consider public testimonies, comments and written protests regarding the levy of the proposed new assessments. Upon conclusion of the public hearing, property owner protest ballots received will be opened and tabulated to determine whether majority protest exists:

"A majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property."

After completion of the ballot tabulation, the City Council will confirm the results of the balloting. If majority protest exists the proposed new assessments (including the inflationary adjustment), further proceedings to implement the proposed new assessments and the annexation of the Annexation Territories shall be abandoned at this time.

If tabulation of the ballots indicates that majority protest does not exist for the proposed assessment(s) and the assessment range formula presented and described herein, the City Council may by Resolution approve this Report (as submitted or amended), order the annexation of the Annexation Territories to the District, approve the assessment diagrams and confirm the assessments. The City Council may order the levy and collection of the assessments for the Annexation Territories together with the assessments for other properties in the District during the annual assessment approval process for Fiscal Year 2025/2026. The Annexation Territories assessments for Fiscal Year 2025/2026 if any, shall be submitted to the San Bernardino County Auditor/Controller for inclusion on the property tax roll for each parcel within the Annexation Territories as approved and ordered by the City Council.

Each subsequent fiscal year, an Engineer's Report for the District including the Annexation Territories shall be prepared and presented to the City Council to address any proposed changes to the improvements, budget and assessments for that fiscal year. The City Council shall hold a noticed public hearing regarding these matters prior to approving and ordering the levy of such assessments.

This Report consists of five (5) parts.

PART A – PLANS AND SPECIFICATIONS

Provides an overall description of the District, the Zones therein and the improvements to be provided including those improvements associated with the Annexation Territories addressed within this Report. The Zones previously established for this District or established herein as part of this annexation proceedings are based on the type of improvements and services provide to properties within each development and the type of property development (residential versus non-residential).

PART B – METHOD OF APPORTIONMENT

Describes the basis on which the costs have been apportioned to each parcel of land within the Annexation Territories of the District, in proportion to the estimated benefits to be received by such lots and parcels. This section also identifies and outlines an Assessment Range Formula that provides for an annual adjustment to the maximum assessment rate initially established by this Report. This Assessment Range Formula limits increases on future assessments, but also provides for reasonable cost adjustments due to inflation without the added expense of additional property owner protest ballot proceedings.

PART C – ESTIMATE OF COST OF THE IMPROVEMENTS

An estimate of the annual expenditures and revenues budgeted for the maintenance and servicing of the landscaping and irrigation improvements installed and constructed in connection with the development of properties within the Annexation Territories and/or shared with other properties in the District that benefit from similar improvements. The budget(s) include an estimate of anticipated direct maintenance costs and incidental expenses associated with the improvements, including but not limited to administration expenses

and the collection of appropriate fund balances. The maximum assessment rates established for the Zones are based on similarities in property developments, improvements, services and expenses. The maximum allowable assessment rate (Rate per Benefit Unit) for each Zone of the District, as approved by a vote of the property owners in a protest ballot proceeding, includes an assessment range formula that provides for an annual Consumer Price Index adjust to the maximum rate.

PART D – ASSESSMENT DIAGRAMS

Contains Diagrams of the exterior boundaries of the Annexation Territories along with the lines and dimensions of each lot or parcel of land within the Annexation Territories.

PART E – ASSESSMENT ROLL

Identifies the maximum assessment to be levied on each benefited lot or parcel of land within the Annexation Territories.

If any section, subsection, subdivision, sentence, clause, phrase, portion, or tract of this Report is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the Report and each section, subsection, subdivision, sentence, clause, phrase, portion, or tract thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions, or tract might subsequently be declared invalid or unconstitutional.

PART A — PLANS AND SPECIFICATIONS

DESCRIPTION OF THE ANNEXATION TERRITORIES

The Annexation Territories addressed in this Report incorporates the lots and parcels of land within and/or in proximity to the residential development and improvement areas associated with Tract 20417 and 20442.

- **Tract 20417 -** Assessor's Book 292, Page 731, Parcels 1 through 43 and Page 741, Parcels 1 through 13; consisting of 56 parcels to be built-out to 51 single-family homes and 5 common areas.

- **Tract 20442 -** Assessor's Book 292, Page 712, Parcels 4 through 66 and Page 713, Parcels 1 through 52; consisting of 115 parcels to be built out to 103 condominiums and 12 common areas.

DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED

The improvements installed, maintained and serviced within Annexation No. 78 and 79 are generally described as landscaping and irrigation improvements within or adjacent to the Annexation Territories and surrounding properties. Together these improvements provide special benefits to those individual parcels located within the Annexation Territories. These improvements collectively may include, but are not limited to: landscaping, planting, shrubbery, trees, grass, other ornamental vegetation, irrigation systems, hardscapes, and fixtures; statuary, fountains, and other ornamental structures and facilities; facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

The Annexation Territories, as part of LMD No. 1, will fund costs in connection with the maintenance and servicing including, but not limited to, labor, electrical energy, water, materials, contracting services, administration, and other expenses necessary for the satisfactory maintenance and servicing of these improvements.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the ornamental structures, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the ornamental structures, landscaping or appurtenant facilities; providing for the life, growth, health, and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, and treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of electricity for the operation of any appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping and appurtenant facilities.

The improvements to be maintained as part of Annexation Territories is as follows:

- Annexation No. 78 - Tract 20417 includes approximately 41,742 square feet of landscape area within or adjacent to the Annexation Territory, this includes shredded mulch, shrubs, irrigation and ninety-nine (99) trees.
- Annexation No. 79 - Tract 20442 includes approximately 16,170 square feet of landscape area within or adjacent to the Annexation Territory, this includes shredded mulch, shrubs, irrigation and thirty-two (32) trees.

A more detailed description of the plans and specifications for the improvements associated with the Annexation Territories as part of the District are on file at the City in their entirety and are incorporated herein as part of this Report.

PART B — METHOD OF APPORTIONMENT

BACKGROUND

The 1972 Act provides that assessments may be apportioned upon all assessable lots or parcels of land within an assessment district or annexation in proportion to the estimated benefits to be received by each lot or parcel from the improvements. In addition, the California Constitution Article XIIID requires a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIIID further provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel. A special benefit is a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the district or annexation. The general enhancement of property value does not constitute a special benefit.

SPECIAL BENEFIT ANALYSIS

The ongoing maintenance of public landscaped areas within the District provide aesthetic benefits to the properties within each respective Annexation Territory and more specifically, those improvements identified in Part A of this Report, provide aesthetic benefits to the properties within the Annexation Territories and create a more pleasant environment to walk, drive, live, and work. The primary function of these landscape improvements and related amenities, serve as an aesthetically pleasing enhancement and green space for the benefit of those parcels and developments for which the improvements are to be constructed and installed for the benefit of those parcels and developments within the Annexation Territories. These improvements are an integral part of the physical environment of parcels within the Annexation Territories and the associated District, providing a positive enhancement of the community character, attractiveness, and desirability. Collectively the improvements to be provided by the District and specifically for the Annexation Territories as part of Annexation No. 78 and 79 represent a physical extension of those parcels, and if the improvements are not properly maintained, it is these parcels that would be aesthetically burdened. As a result, the maintenance of these landscaped improvements and amenities are a particular and distinct benefit to the properties within the Annexation Territories.

GENERAL BENEFIT ANALYSIS

Pursuant to the 1972 Act and the provisions of the California Constitution, the costs of the District are apportioned by a formula or method that fairly distributes the net amount to be assessed among all assessable parcels in proportion to the special benefit to be received by each such parcel from the improvements. Article XIIID requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIIID also requires the agency to separate the general benefit from special benefit and that only special benefit is assessable.

Each parcel within the District receives special benefit from the improvements due to the close proximity of the landscape and irrigation improvements to each parcel. The cost to provide maintenance and servicing of the improvements within the District is fairly and equitably distributed among each assessable parcel based upon the estimated special benefit received by each parcel.

APPORTIONMENT

The method of apportionment (method of assessment) is based on the premise that each assessed parcel receives special benefit from the improvements maintained, serviced and funded by the assessments and

specifically, the landscape and irrigation improvements installed in connection with the development of these Tracts. The desirability of properties within the District is enhanced by the presence of well-maintained landscaping improvements in close proximity to those properties.

The costs to provide maintenance and servicing of the improvements within or adjacent to the original area and each Annexation Territory represent a zone of benefit ("Zone") and provide a distinct and special benefit to each parcel in the Zone. The costs to provide maintenance and servicing of the improvements for each Zone are determined and are fairly and equitably distributed among each assessable parcel in the Zone based upon the estimated special benefit received by each parcel. The costs of the Report and district administration are fairly and equitably distributed to all Zones, including those that have no improvements or that are fully or partially self-maintained.

In addition to the use of Zones, the method of apportionment established for the District to reflect the proportional special benefit of each parcel utilizes a weighted methodology of apportionment commonly referred to as an Equivalent Benefit Unit ("EBU") methodology.

Assessable parcels within each Zone are determined to receive the same special benefit from the improvements due to their similarity in size and use, and their similar proximity to the improvements. Therefore, each assessable parcel in a Zone is assigned one (1) EBU.

An assessment amount per EBU ("Rate") for the Zone improvements is established by taking the total cost of the improvements and dividing that amount by the total number of EBUs for parcels benefiting from such improvements.

Total Balance to Levy / Total EBUs = Levy per EBU ("Rate")

This amount is then applied back to each parcel's individual EBU to determine each parcel's proportionate benefit and assessment obligation.

Rate x Parcel EBU = Parcel Levy Amount

EXEMPT PARCELS

The following are exempt from the assessment: areas of streets, avenues, lanes, roads, drives, courts, alleys, public easements, rights-of-way, and parkways. Also exempt are utility rights-of-way used exclusively for utility transmission, common areas (such as in condominium complexes), land dedicated as open space or parks, landlocked parcels, and small parcels vacated by the City, as these parcels do not benefit from the improvements. In addition, public schools, government agencies, and parcels with no road frontage will not be assessed.

ASSESSMENT RANGE FORMULA

The maximum assessment amount allowed for each fiscal year shall be adjusted annually by an amount equal to the percentage increase of the Consumer Price Index ("CPI") for the Riverside-San Bernardino-Ontario area for Urban Consumers, as developed by the U.S. Bureau of Labor Statistics, for March of each year and the CPI for March of the previous fiscal year.

PART C – ESTIMATED COST OF THE IMPROVEMENTS

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the improvements, including incidental expenses, which may include reserves to operate the District until funds are collected on the County tax rolls and transferred to the City from the County around December 10 of the current fiscal year.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within LMD No. 1 is the total cost of installation, maintenance, and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

The following budgets outlines the estimated costs to maintain the improvements at build-out and establishes the initial Maximum Assessment per EBU (Maximum Assessment Rate) and the proposed budget and applicable assessment rates for Fiscal Year 2024/2025.

ANNEXATION NO. 78 (GOLD CREST – TRACT 20417) BUDGET ESTIMATES

BUDGET ITEM		MAXIMUM ASSESSMENT FY 2024/2025	APPLIED ASSESSMENT FY 2024/2025
DIRECT COSTS			
Maintenance (including trees)		$13,907	$13,907
Utilities		7,057	7,057
Capital Repairs/ Improvements		4,702	4,702
	Subtotal	**$25,666**	**$25,666**
ADMINISTRATIVE COSTS			
Administration/ Operations/ Insurance		$2,390	$2,390
Professional Services		350	350
	Subtotal	**$2,740**	**$2,740**
Reserve Collection		$2,096	$2,096
General Benefit Contribution		-876	-876
	Subtotal	**$1,220**	**$1,220**
Total Direct & Administrative Costs		**$29,626**	**$29,626**
Total Parcels		**56**	**56**
Total Number of Parcels Assessed		**51**	**51**
Total EBUs Assessed		**51.00**	**51.00**
Per EBU Assessment Amount		**$580.91**	**$580.91**
Per EBU Maximum Assessment Amount		**$580.91**	**$580.91**

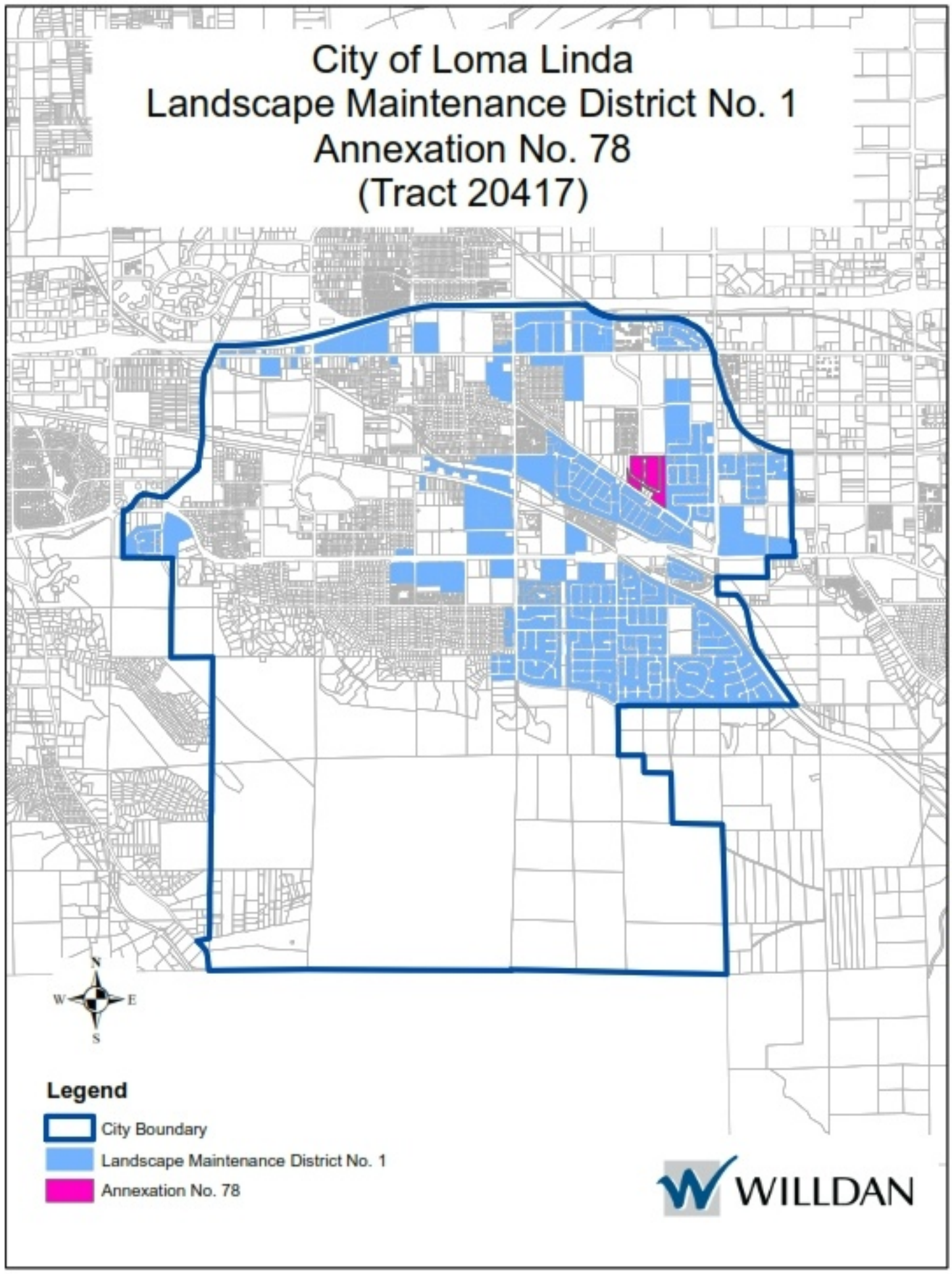
ANNEXATION NO. 79 (SIERRA CREST – TRACT 20442) BUDGET ESTIMATES

BUDGET ITEM		MAXIMUM ASSESSMENT FY 2024/2025	APPLIED ASSESSMENT FY 2024/2025
DIRECT COSTS			
Maintenance (including trees)		$5,381	$5,381
Utilities		2,734	2,734
Capital Repairs/ Improvements		1,786	1,786
	Subtotal	**$9,901**	**$9,901**
ADMINISTRATIVE COSTS			
Administration/ Operations/ Insurance		$4,829	$4,829
Professional Services		707	707
	Subtotal	**$5,535**	**$5,535**
Reserve Collection		$812	$812
General Benefit Contribution		-340	-340
	Subtotal	**$472**	**$472**
Total Direct & Administrative Costs		**$15,908**	**$15,908**
Total Parcels		**115**	**115**
Total Number of Parcels Assessed		**103**	**103**
Total EBUs Assessed		**103.00**	**103.00**
Per EBU Assessment Amount		**$154.45**	**$154.45**
Per EBU Maximum Assessment Amount		**$154.45**	**$154.45**

PART D — ASSESSMENT DIAGRAMS

The Assessment Diagram for LMD No. 1 is on file at the City and by reference herein is made part of this Report. The Assessment Diagrams for Annexation No. 78 (Gold Crest – Tract 20417) and Annexation No. 79(Sierra Crest – Tract 20442), are provided on the following pages and consist of all lots, parcels, and subdivisions of land listed on the Assessment Roll contained herein as Part E. The lines and dimensions of each lot, parcel, and subdivision of land contained in these diagrams and inclusive of the San Bernardino County Assessor's parcel maps for the current year and are incorporated by reference herein and made part of this Report. **The streets on each separate annexation map although white are part of the annexations.**

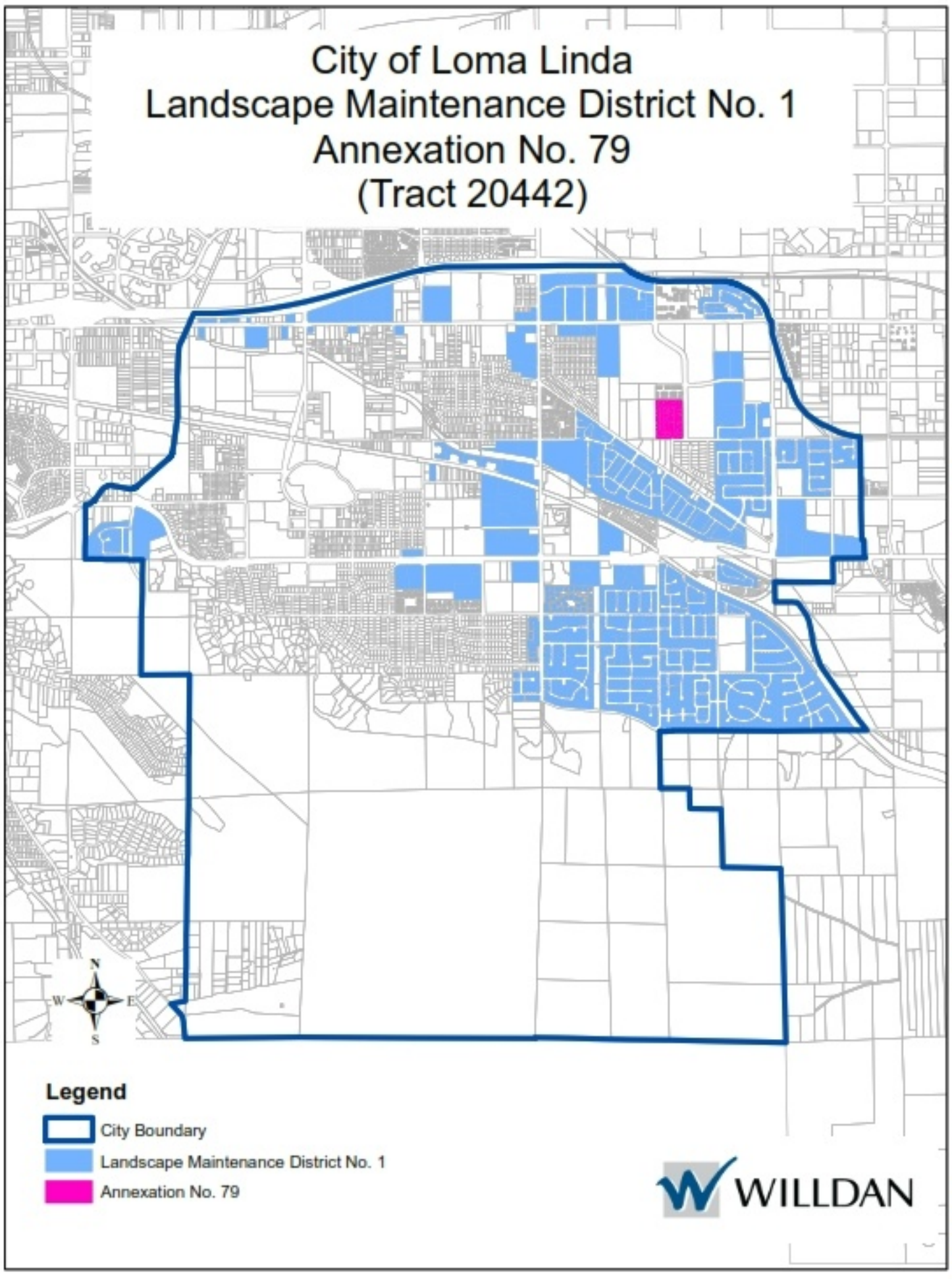
City of Loma Linda
Landscape Maintenance District No. 1
Annexation No. 78
(Tract 20417)



City of Loma Linda
Landscape Maintenance District No. 1
Annexation No. 78
(Tract 20417)



City of Loma Linda
Landscape Maintenance District No. 1
Annexation No. 79
(Tract 20442)



City of Loma Linda
Landscape Maintenance District No. 1
Annexation No. 79
(Tract 20442)



PART E — ASSESSMENT ROLL

All assessed lots or parcels of real property within Annexation No. 78 (Gold Crest – Tract 20417) and Annexation 79 (Sierra Crest – Tract 20442) are listed within the assessment rolls that follow. Each parcel's corresponding Balloted Maximum Assessment is based on the parcel's proposed land use and the maximum assessment rate for Fiscal Year 2024/2025; $580.91 for Annexation No. 78 and $154.45 for Tract 20442. Commencing Fiscal Year 2025/2026, the maximum assessment rate shall be adjusted annually by an amount equal to the percentage increase of the CPI for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by the U.S. Bureau of Labor Statistics, for March of each year and the CPI for March of the previous fiscal year.

ANNEXATION NO. 78 (GOLD CREST – TRACT 20417)

Assessor's Parcel Number	Balloted Benefit Zone	Balloted Use	Balloted EBU	Assessment Rate	Balloted Maximum Assessment Rate
0292-731-01-0000	78	Residential	1.00	$580.91	$580.91
0292-731-02-0000	78	Residential	1.00	$580.91	$580.91
0292-731-03-0000	78	Residential	1.00	$580.91	$580.91
0292-731-04-0000	78	Residential	1.00	$580.91	$580.91
0292-731-05-0000	78	Residential	1.00	$580.91	$580.91
0292-731-06-0000	78	Residential	1.00	$580.91	$580.91
0292-731-07-0000	78	Residential	1.00	$580.91	$580.91
0292-731-08-0000	78	Residential	1.00	$580.91	$580.91
0292-731-09-0000	78	Residential	1.00	$580.91	$580.91
0292-731-10-0000	78	Residential	1.00	$580.91	$580.91
0292-731-11-0000	78	Residential	1.00	$580.91	$580.91
0292-731-12-0000	78	Common Area	0.00	$0.00	$580.91
0292-731-13-0000	78	Common Area	0.00	$0.00	$580.91
0292-731-14-0000	78	Residential	1.00	$580.91	$580.91
0292-731-15-0000	78	Residential	1.00	$580.91	$580.91
0292-731-16-0000	78	Residential	1.00	$580.91	$580.91
0292-731-17-0000	78	Residential	1.00	$580.91	$580.91
0292-731-18-0000	78	Residential	1.00	$580.91	$580.91
0292-731-19-0000	78	Residential	1.00	$580.91	$580.91
0292-731-20-0000	78	Residential	1.00	$580.91	$580.91
0292-731-21-0000	78	Residential	1.00	$580.91	$580.91
0292-731-22-0000	78	Residential	1.00	$580.91	$580.91
0292-731-23-0000	78	Residential	1.00	$580.91	$580.91
0292-731-24-0000	78	Residential	1.00	$580.91	$580.91
0292-731-25-0000	78	Residential	1.00	$580.91	$580.91
0292-731-26-0000	78	Residential	1.00	$580.91	$580.91
0292-731-27-0000	78	Residential	1.00	$580.91	$580.91

Assessor's Parcel Number	Balloted Benefit Zone	Balloted Use	Balloted EBU	Assessment Rate	Balloted Maximum Assessment Rate
0292-731-28-0000	78	Residential	1.00	$580.91	$580.91
0292-731-29-0000	78	Residential	1.00	$580.91	$580.91
0292-731-30-0000	78	Residential	1.00	$580.91	$580.91
0292-731-31-0000	78	Residential	1.00	$580.91	$580.91
0292-731-32-0000	78	Residential	1.00	$580.91	$580.91
0292-731-33-0000	78	Residential	1.00	$580.91	$580.91
0292-731-34-0000	78	Residential	1.00	$580.91	$580.91
0292-731-35-0000	78	Residential	1.00	$580.91	$580.91
0292-731-36-0000	78	Residential	1.00	$580.91	$580.91
0292-731-37-0000	78	Residential	1.00	$580.91	$580.91
0292-731-38-0000	78	Residential	1.00	$580.91	$580.91
0292-731-39-0000	78	Residential	1.00	$580.91	$580.91
0292-731-40-0000	78	Residential	1.00	$580.91	$580.91
0292-731-41-0000	78	Common Area	0.00	$0.00	$580.91
0292-731-42-0000	78	Common Area	0.00	$0.00	$580.91
0292-731-43-0000	78	Common Area	0.00	$0.00	$580.91
0292-741-01-0000	78	Residential	1.00	$580.91	$580.91
0292-741-02-0000	78	Residential	1.00	$580.91	$580.91
0292-741-03-0000	78	Residential	1.00	$580.91	$580.91
0292-741-04-0000	78	Residential	1.00	$580.91	$580.91
0292-741-05-0000	78	Residential	1.00	$580.91	$580.91
0292-741-06-0000	78	Residential	1.00	$580.91	$580.91
0292-741-07-0000	78	Residential	1.00	$580.91	$580.91
0292-741-08-0000	78	Residential	1.00	$580.91	$580.91
0292-741-09-0000	78	Residential	1.00	$580.91	$580.91
0292-741-10-0000	78	Residential	1.00	$580.91	$580.91
0292-741-11-0000	78	Residential	1.00	$580.91	$580.91
0292-741-12-0000	78	Residential	1.00	$580.91	$580.91
0292-741-13-0000	78	Residential	1.00	$580.91	$580.91

ANNEXATION NO. 79 (SIERRA CREST – TRACT 20442)

Assessor's Parcel Number	Balloted Benefit Zone	Balloted Use	Balloted EBU	Assessment Rate	Balloted Maximum Assessment Rate
0292-712-04-0000	79	Letter Lot	0.00	$0.00	$154.45
0292-712-05-0000	79	Letter Lot	0.00	$0.00	$154.45
0292-712-06-0000	79	Residential	1.00	$154.45	$154.45
0292-712-07-0000	79	Residential	1.00	$154.45	$154.45
0292-712-08-0000	79	Residential	1.00	$154.45	$154.45
0292-712-09-0000	79	Residential	1.00	$154.45	$154.45
0292-712-10-0000	79	Residential	1.00	$154.45	$154.45
0292-712-11-0000	79	Residential	1.00	$154.45	$154.45
0292-712-12-0000	79	Residential	1.00	$154.45	$154.45
0292-712-13-0000	79	Residential	1.00	$154.45	$154.45
0292-712-14-0000	79	Residential	1.00	$154.45	$154.45
0292-712-15-0000	79	Residential	1.00	$154.45	$154.45
0292-712-16-0000	79	Residential	1.00	$154.45	$154.45
0292-712-17-0000	79	Residential	1.00	$154.45	$154.45
0292-712-18-0000	79	Common Area	0.00	$0.00	$154.45
0292-712-19-0000	79	Residential	1.00	$154.45	$154.45
0292-712-20-0000	79	Residential	1.00	$154.45	$154.45
0292-712-21-0000	79	Residential	1.00	$154.45	$154.45
0292-712-22-0000	79	Residential	1.00	$154.45	$154.45
0292-712-23-0000	79	Residential	1.00	$154.45	$154.45
0292-712-24-0000	79	Residential	1.00	$154.45	$154.45
0292-712-25-0000	79	Common Area	0.00	$0.00	$154.45
0292-712-26-0000	79	Residential	1.00	$154.45	$154.45
0292-712-27-0000	79	Residential	1.00	$154.45	$154.45
0292-712-28-0000	79	Residential	1.00	$154.45	$154.45
0292-712-29-0000	79	Residential	1.00	$154.45	$154.45
0292-712-30-0000	79	Residential	1.00	$154.45	$154.45
0292-712-31-0000	79	Residential	1.00	$154.45	$154.45
0292-712-32-0000	79	Residential	1.00	$154.45	$154.45
0292-712-33-0000	79	Residential	1.00	$154.45	$154.45
0292-712-34-0000	79	Residential	1.00	$154.45	$154.45
0292-712-35-0000	79	Residential	1.00	$154.45	$154.45
0292-712-36-0000	79	Residential	1.00	$154.45	$154.45
0292-712-37-0000	79	Residential	1.00	$154.45	$154.45
0292-712-38-0000	79	Residential	1.00	$154.45	$154.45
0292-712-39-0000	79	Common Area	0.00	$0.00	$154.45
0292-712-40-0000	79	Residential	1.00	$154.45	$154.45
0292-712-41-0000	79	Residential	1.00	$154.45	$154.45

Assessor's Parcel Number	Balloted Benefit Zone	Balloted Use	Balloted EBU	Assessment Rate	Balloted Maximum Assessment Rate
0292-712-42-0000	79	Residential	1.00	$154.45	$154.45
0292-712-43-0000	79	Residential	1.00	$154.45	$154.45
0292-712-44-0000	79	Residential	1.00	$154.45	$154.45
0292-712-45-0000	79	Residential	1.00	$154.45	$154.45
0292-712-46-0000	79	Common Area	0.00	$0.00	$154.45
0292-712-47-0000	79	Residential	1.00	$154.45	$154.45
0292-712-48-0000	79	Residential	1.00	$154.45	$154.45
0292-712-49-0000	79	Residential	1.00	$154.45	$154.45
0292-712-50-0000	79	Residential	1.00	$154.45	$154.45
0292-712-51-0000	79	Residential	1.00	$154.45	$154.45
0292-712-52-0000	79	Residential	1.00	$154.45	$154.45
0292-712-53-0000	79	Common Area	0.00	$0.00	$154.45
0292-712-54-0000	79	Residential	1.00	$154.45	$154.45
0292-712-55-0000	79	Residential	1.00	$154.45	$154.45
0292-712-56-0000	79	Residential	1.00	$154.45	$154.45
0292-712-57-0000	79	Residential	1.00	$154.45	$154.45
0292-712-58-0000	79	Residential	1.00	$154.45	$154.45
0292-712-59-0000	79	Common Area	0.00	$0.00	$154.45
0292-712-60-0000	79	Residential	1.00	$154.45	$154.45
0292-712-61-0000	79	Residential	1.00	$154.45	$154.45
0292-712-62-0000	79	Residential	1.00	$154.45	$154.45
0292-712-63-0000	79	Residential	1.00	$154.45	$154.45
0292-712-64-0000	79	Residential	1.00	$154.45	$154.45
0292-712-65-0000	79	Residential	1.00	$154.45	$154.45
0292-712-66-0000	79	Common Area	0.00	$0.00	$154.45
0292-713-01-0000	79	Residential	1.00	$154.45	$154.45
0292-713-02-0000	79	Residential	1.00	$154.45	$154.45
0292-713-03-0000	79	Residential	1.00	$154.45	$154.45
0292-713-04-0000	79	Residential	1.00	$154.45	$154.45
0292-713-05-0000	79	Residential	1.00	$154.45	$154.45
0292-713-06-0000	79	Residential	1.00	$154.45	$154.45
0292-713-07-0000	79	Common Area	0.00	$0.00	$154.45
0292-713-08-0000	79	Residential	1.00	$154.45	$154.45
0292-713-09-0000	79	Residential	1.00	$154.45	$154.45
0292-713-10-0000	79	Residential	1.00	$154.45	$154.45
0292-713-11-0000	79	Residential	1.00	$154.45	$154.45
0292-713-12-0000	79	Residential	1.00	$154.45	$154.45
0292-713-13-0000	79	Residential	1.00	$154.45	$154.45
0292-713-14-0000	79	Residential	1.00	$154.45	$154.45
0292-713-15-0000	79	Residential	1.00	$154.45	$154.45

Assessor's Parcel Number	Balloted Benefit Zone	Balloted Use	Balloted EBU	Assessment Rate	Balloted Maximum Assessment Rate
0292-713-16-0000	79	Residential	1.00	$154.45	$154.45
0292-713-17-0000	79	Residential	1.00	$154.45	$154.45
0292-713-18-0000	79	Residential	1.00	$154.45	$154.45
0292-713-19-0000	79	Residential	1.00	$154.45	$154.45
0292-713-20-0000	79	Residential	1.00	$154.45	$154.45
0292-713-21-0000	79	Residential	1.00	$154.45	$154.45
0292-713-22-0000	79	Residential	1.00	$154.45	$154.45
0292-713-23-0000	79	Residential	1.00	$154.45	$154.45
0292-713-24-0000	79	Residential	1.00	$154.45	$154.45
0292-713-25-0000	79	Residential	1.00	$154.45	$154.45
0292-713-26-0000	79	Residential	1.00	$154.45	$154.45
0292-713-27-0000	79	Common Area	0.00	$0.00	$154.45
0292-713-28-0000	79	Residential	1.00	$154.45	$154.45
0292-713-29-0000	79	Residential	1.00	$154.45	$154.45
0292-713-30-0000	79	Residential	1.00	$154.45	$154.45
0292-713-31-0000	79	Residential	1.00	$154.45	$154.45
0292-713-32-0000	79	Residential	1.00	$154.45	$154.45
0292-713-33-0000	79	Residential	1.00	$154.45	$154.45
0292-713-34-0000	79	Residential	1.00	$154.45	$154.45
0292-713-35-0000	79	Residential	1.00	$154.45	$154.45
0292-713-36-0000	79	Residential	1.00	$154.45	$154.45
0292-713-37-0000	79	Residential	1.00	$154.45	$154.45
0292-713-38-0000	79	Residential	1.00	$154.45	$154.45
0292-713-39-0000	79	Residential	1.00	$154.45	$154.45
0292-713-40-0000	79	Residential	1.00	$154.45	$154.45
0292-713-41-0000	79	Residential	1.00	$154.45	$154.45
0292-713-42-0000	79	Residential	1.00	$154.45	$154.45
0292-713-43-0000	79	Residential	1.00	$154.45	$154.45
0292-713-44-0000	79	Residential	1.00	$154.45	$154.45
0292-713-45-0000	79	Residential	1.00	$154.45	$154.45
0292-713-46-0000	79	Residential	1.00	$154.45	$154.45
0292-713-47-0000	79	Residential	1.00	$154.45	$154.45
0292-713-48-0000	79	Residential	1.00	$154.45	$154.45
0292-713-49-0000	79	Residential	1.00	$154.45	$154.45
0292-713-50-0000	79	Residential	1.00	$154.45	$154.45
0292-713-51-0000	79	Residential	1.00	$154.45	$154.45
0292-713-52-0000	79	Common Area	0.00	$0.00	$154.45

Note: The annual Assessment Rate for Balloted Benefit Zone 79 will only apply if not maintained by an HOA as planned.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORIES TO LOMA LINDA LANDSCAPE MAINTENANCE DISTRICT NO. 1, AS ANNEXATION NO. 78 (GOLD CREST – TRACT 20417) AND ANNEXATION NO. 79 (SIERRA CREST – TRACT 20442), DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND THE RIGHT TO VOTE ON TAXES ACT, PRELIMINARILY APPROVING THE ENGINEER'S REPORT, AND DECLARING THE CITY'S INTENTION TO ORDER THE ANNEXATIONS, AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Loma Linda pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California (the "Act"), and as provided by Article XIIID of the California Constitution, desires to initiate proceedings for the annexation of certain property, the residential areas known as Tract 20417 and 20442 (the "Annexation Territories"), to the Loma Linda Landscape Maintenance District No. 1 (the "District") and for the levy and collection of annual assessment within the proposed Annexation Territories for the fiscal year 2025/2026, for the purposes provided therefore in the Act; and

WHEREAS, the public interest and convenience require the extension of the construction and maintenance of improvements by the District to the proposed Annexation Territories; and

WHEREAS, the general location and boundaries of the Annexation Territories are shown on maps on file in the office of the City Clerk, are incorporated herein by reference, and open to public inspection; and

WHEREAS, the improvements to be installed, constructed or maintained within the proposed Annexation Territories may include installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to landscape and irrigation improvements and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof; and

WHEREAS, Proposition 218, the Right to Vote on Taxes Act does hereby require that a notice of the proposed assessment along with a ballot shall be mailed to all owners of identified parcels within the Annexation Territories, and that the agency shall conduct a public hearing not less than 45 days after the mailing of said notice, such notice may be waived if property owner signs a waiver and notice authorizing the City to proceed with balloting procedures before the 45-day requirement.

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

1. That the above recitals are true and correct.

2. That the City hereby proposes to annex to the Loma Linda Landscape Maintenance District No. 1, the residential area known as Gold Crest – Tract 20417, as Annexation No. 78, generally located south of Citrus Avenue and northeast of Mission Road, also known as Assessor Parcel Numbers 0292-731-01-0000 through 43, and 0292-741-01-0000 through 13, and Sierra Crest – Tract 20442, as Annexation No. 79, generally located north of Citrus Avenue and west of Bryn Mawr Avenue, also known as Assessor Parcel Numbers 0292-712-04-0000 through 66 and 0292-713-01-0000 through 52 and to levy annual assessments thereon to provide for the following work if applicable:

Installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to landscape and irrigation improvements and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

The distinctive designation for the proposed Annexations shall be Annexations No. 78 and 79 to Loma Linda Landscape Maintenance District No. 1 when referred to separately and upon annexation will be included in the designation of the Loma Linda Landscape Maintenance District No. 1.

3. The City Council hereby designates Willdan Financial Services as the Engineer for the purposes of these proceedings and orders the Engineer to prepare and file with the City Clerk a written report in accordance with Article XIIID, Section 4 of the California Constitution and Article 4 (commencing with Section 22565) of Chapter 1 of the Act for the fiscal year 2024/2025 commencing July 1, 2024 and ending June 30, 2025. Such Report shall refer to the Annexation Territories by its distinctive designation.

4. The Engineer has prepared and filed with the City Clerk of the City of Loma Linda and the City Clerk has presented to the City Council such report entitled "Engineer's Report, City of Loma Linda Landscape Maintenance District No. 1, Annexation No. 78 and 79 (the "Report") which pertains to the proposed Annexations.

5. The City Council hereby (1) finds that the public interest and convenience requires; and (2) declares its intention to order the approval for the Annexations and to levy and collect assessments against the assessable lots and parcels of land within such Annexations for that portion of the fiscal year commencing July 1, 2025 and ending June 30, 2026 to pay the costs and expenses of the improvements described in Section 2 if applicable. If the assessments proposed by this resolution are approved by the property owners pursuant to a mailed ballot election conducted in accordance with Article XIIID of the California Constitution, the City Council in subsequent fiscal years may thereafter impose the assessment at any rate or amount that is less than or equal to the amount authorized for fiscal year 2024/2025, increased each year based upon the Consumer Price Index ("CPI") , for the Riverside-San Bernardino-Ontario area for Urban Consumers, as determined by the U.S. Bureau of Labor Statistics, or its successor without conducting another mailed ballot election. The Engineer shall compute the percentage of difference between the CPI for March of each year and the CPI for the previous March and shall then adjust the existing assessment by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index, or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

6. That notice is hereby given that on the 12th day of November 2024 at the hour of 7 p.m., or as soon thereafter as possible, in the City Council Chamber at 25541 Barton Road, in the City of Loma Linda, the City will hold a public hearing to receive and tabulate all ballots with reference to the Annexation Territories pursuant to the Right to Vote on Taxes Act.

7. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 24th day of September 2024 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Phill Dupper, Mayor

ATTEST:

Lynette Arreola, City Clerk

City of Loma Linda

Regular City Council Staff Report

Notice of Completion of the Construction of Concrete "V" Ditch at Richardson Street - Contractor: Crimson Marie Company (CIP 24-413) [Public Works]

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

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	Consent Calendar Item: 3S

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 June 25, 2024, City Council awarded the contract to Crimson Marie Company for the construction of a concrete “V” Ditch at Richardson Street, in the amount of $54,800 with an approved contingency of $5,500. The contractor performed professionally and completed the work satisfactory. The final project cost was $57,873.27. The additional cost was for materials and labor to extend the ditch three feet. It was within the approved contingency amount.

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 budgeted in 3095350-58250.

Attachments

NOC V-Ditch on Richardson Street.pdf

LYNETTE ARREOLA RECORDING REQUESTED BY: AND WHEN RECORDED MAIL TO: LYNETTE ARREOLA CITY CLERK CITY OF LOMA LINDA 25541 BARTON ROAD LOMA LINDA CA 92354	

APN# N/A

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 July 30, 2024
8. The work of improvement completed is described as follows: Construction of concrete "V" ditch at Richardson Street (CIP 24-413)
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Crimson Marie Company of Phelan, CA
10. The street address of said property is Richardson Street
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 concrete "V" ditch at Richardson Street (CIP 24-413)

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 contends thereof, and that the facts stated therein are true and correct.

_____ _____

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

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

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

_____ _____

Date and Place (Signature of person signing on behalf of owner)
Lynette Arreola, City Clerk

City of Loma Linda

Regular City Council Staff Report

Consider Taking Action to Establish a Revenue-Generating Committee, Including the Number of Members, Appointments and Terms; Mission/Purpose; Duties; and Goals [Councilmember Spencer-Hwang]

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	New Business Item: 5A

To	From
City Council	AgendaLink, Support

RECOMMENDATION:

Presentation and attachment was prepared by Councilmember Rhonda Spencer-Hwang.

Attachments

RSH Revenue Generating Com handout.pdf

Prepared and Presented by Councilmember Rhonda Spencer-Hwang

City of Loma Linda Revenue Generating Committee

The mission and purpose of the Loma Linda City Revenue Generating Committee (RGC) is to explore ways to develop revenue enhancement, diversification strategies, and make recommendations on such matters to the City Council.

It is critically important given the state of financial affairs within the City, that we develop a Revenue Generating Committee (RGC). A looming threat to the City's economic health is a lack of vision, insufficient planning, and complacency with economic development. In order for Loma Linda to maintain a high level of service for our citizens, the City must evolve. We should continue to pursue a level of economic growth that supports all of the amenities that Loma Linda residents desire and enjoy. To meet rising expectations for service delivery amid tight budgets, municipal governments must increase revenues from existing sources, as well as, create new revenue streams.

Elected officials have four primary revenue sources, (service fees, fines, taxes and assets such as building and properties) and these sources are likely not optimized. The challenge is identifying and acting upon the opportunities that will have the greatest impact for the City.

The RGC will be charged with the following:

- Identification/development of new revenue streams and expansion of current streams to support the City's operations
- Identify areas where inefficiencies will be mitigated
- Solicit ideas from all segments of the community, stakeholders, and experts from other cities with a proven track record of financial success
- Create a detailed community assessment (SWOT analysis)
- Generate new ideas, fresh perspectives, and create the revenue generating plan for 90 days, 6 months, 1, 3, and 5 year plans
- Present plan to City Council at each interval, prior to implementation

Revenue enhancement and diversification strategies may include, but not be limited to:

Increasing the probability of raising sufficient revenue to support current services and service levels.

Identifying and building on existing assets.

Assessment of what is already available in the community.

Assessment of how the community connects and overall design.

Assessment of who you are as a community. (We are a Wellness Capital (since 2008), one of only 5 in the world. People come from around the world to visit due to our international recognition. Our own motto "A city of health and prosperity").

Engagement of members of the community to plan for the future.

Comparison with other local cities and how to diversify ourselves.

Assessment and strategies for how to attract business. And how to grow current business (incentives...etc.). Inspire local entrepreneurs to dream and implement.

Developing a greater ability to avoid fiscal crisis due to a normal economic cycle which can cause significant revenue fluctuations.

Enhancing the City's ability to generate revenue to finance increased spending requirements arising from judicial decisions, legislative demands, natural disasters or change in public demands or service priorities.

Development and educational component to assist the community in understanding the revenue characteristics of the City in terms of stability, growth, sensitivity to inflation, business cycles and the impact to tax payers.

In addition, to help gauge the likelihood and tenor of social acceptance prior to forging ahead with implementation, cities could consider conducting a citizen sentiment survey to understand how receptive residents might be to specific changes in fee structures and charges, services,...etc..

Size of RGC: 9 committee members

How long commitment: 12 month committee

Incentive: (need to identify this)

An outcome of the RGC includes:

Detailed community assessment (SWOT analysis)

Development of a 90 day, 1 year, 2, year 3 year, and 4 year plan for increasing revenue for the City.

Presentations to the City Council at 6 month and 1 year.

City of Loma Linda

Regular City Council Staff Report

Discussion of the Redlands Unified School District (RUSD) of their Intent to Establish a Community Facilities District and Authorizing a Levy of a Special Tax therein and Providing for the Annexation of Territory Proposed for Annexation in the future.

Meeting	Agenda Group
Tuesday, September 24, 2024, 7:00 PM	New Business Item: 5B

To	From
City Council	T Jarb Thaipejr, City Manager

Please see letter from the Redlands Unified School District (RUSD).

Attachments

RUSD resolution 31 re comm facilities district.pdf

REDLANDS UNIFIED SCHOOL DISTRICT

May 26, 2021

City Council of the City of Loma Linda
25541 Barton Road
Loma Linda, California 92354

Members of the City Council:

On May 11, 2021, the Board of Education (the "Board of Education") of the Redlands Unified School District (the "School District") adopted a Resolution entitled "A Resolution of the Board of Education of the Redlands Unified School District of Intention to Establish a Community Facilities District Proposed to be Named Redlands Unified School District Community Facilities District No. 2021-1, to Authorize the Levy of Special Taxes Therein and to Provide for the Annexation of Territory Proposed for Annexation in the Future" (the "Resolution of Intention"). Pursuant to the Resolution of Intention, the Board of Education proposes, pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), to establish a community facilities district proposed to be named "Redlands Unified School District Community Facilities District No. 2021-1" (the "Community Facilities District"). The adoption by the Board of Education of the Resolution of Intention constitutes the initiation of a proceeding under the Act.

The land within the proposed boundaries of the Community Facilities District that is proposed to be assessed lies within the corporate boundaries of the City of Loma Linda. In accordance with Section 53315.6 of the Act, the School District hereby transmits a copy of the Resolution of Intention to the City Council of the City of Loma Linda.

Please do not hesitate to contact me with any questions.

Sincerely,

Jason Hill
Assistant Superintendent, Business Services
Redlands Unified School District

Enclosure

Business Services
P.O. Box 3008, Redlands, CA 92373 (909) 748-6741 Fax: (909) 307-5321

RESOLUTION NO. 31

A RESOLUTION OF THE BOARD OF EDUCATION OF THE REDLANDS UNIFIED SCHOOL DISTRICT OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED REDLANDS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-1, TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN AND TO PROVIDE FOR THE ANNEXATION OF TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE

WHEREAS, Section 53318 of the Mello-Roos Community Facilities Act of 1982 (the "Act") provides that proceedings for the establishment of a community facilities district shall be instituted by a legislative body of a local agency when a petition requesting the institution of the proceedings signed by the owners of not less than 10% of the area of land proposed to be included in the community facilities district and not proposed to be exempt from the special tax, describing the boundaries of the territory that is proposed for inclusion in the community facilities district and specifying the types of facilities to be financed by the community facilities district is filed with the clerk of the legislative body;

WHEREAS, Section 53318 of the Act further provides that such a petition may not be acted upon until the payment of a fee in an amount that the legislative body determines, within 45 days of receiving such petition, is sufficient to compensate the legislative body for all costs incurred in conducting proceedings to create a community facilities district pursuant to the Act;

WHEREAS, Section 53339.2 of the Act provides that if the landowners request the legislative body to include territory within the community facilities district, the legislative body may adopt a resolution to provide for future annexation of the territory, with the condition that parcels within that territory may be annexed only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed;

WHEREAS, the Board of Education (the "Board of Education") of the Redlands Unified School District (the "School District") has received a written petition from each of Highpointe Groves, LLC, Canyon Ranch Development, LLC, GS Redlands, LLC, LDDRK, LLC, Lennar Homes of California, Inc. and 27105 Beaumont/Redlands, LLC (collectively, the "Petitions" and the "Landowners," respectively) requesting the institution of proceedings for the establishment of a community facilities district (the "Community Facilities District"), describing the boundaries of the territory that is proposed for inclusion in the Community Facilities District, specifying the types of facilities to be financed by the Community Facilities District, requesting the Board of Education to provide for the future annexation of territory to the Community Facilities District and identifying the territory proposed for such annexation in the future;

WHEREAS, in connection with the request to institute proceedings to establish the Community Facilities District, each Landowner has paid a fee and, in the aggregate, such fees paid by the Landowners are in an amount that the Board of Education has determined is

sufficient to compensate the Board of Education for all cost incurred in conducting proceedings to create the Community Facilities District pursuant to the Act;

WHEREAS, each Landowner has represented to the Board of Education the percentage of the area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the special tax of which such Landowner is the owner and, based on such representations, the Landowners constitute the owners of 100% of the area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the special tax;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Redlands Unified School District, as follows:

Section 1. The foregoing recitals are true and correct, and the Board of Education so finds and determines.

Section 2. The Board of Education hereby finds that the Petitions are signed by the owners of the requisite amount of land proposed to be included in the Community Facilities District.

Section 3. The Board of Education proposes to establish a community facilities district under the terms of the Act. The boundaries of the territory proposed for inclusion in the Community Facilities District are described in the map showing the proposed Community Facilities District (the "Boundary Map") on file with the Clerk of the Board of Education (the "Clerk"), which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The Clerk is hereby directed to sign the original Boundary Map and record, or cause to be recorded, the Boundary Map with all proper endorsements thereon in the office of the San Bernardino County Recorder within 15 days of the date of adoption of this Resolution, all as required by Section 3111 of the California Streets and Highways Code.

Section 4. The name proposed for the Community Facilities District is "Redlands Unified School District Community Facilities District No. 2021-1".

Section 5. The types of public facilities (the "Facilities") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Facilities" on Exhibit A hereto, which is by this reference incorporated herein. The incidental expenses proposed to be incurred are identified under the caption "Incidental Expenses" on Exhibit A hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

Section 6. Except where funds are otherwise available, a special tax (the "Special Tax") sufficient to pay for all Facilities, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District, will be annually levied within the Community Facilities District. The rate and method of apportionment of the Special Tax (the "Rate and Method"), in sufficient detail to allow each landowner within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is

described in Exhibit B attached hereto, which is by this reference incorporated herein. The conditions under which the obligation to pay the Special Tax may be prepaid and permanently satisfied are specified in the Rate and Method. The Special Tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the Board of Education shall determine, including direct billing of the affected property owners.

Section 7. The tax year after which no further Special Tax will be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued.

Section 8. The levy of the Special Tax shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballots among the landowners in the Community Facilities District, with each owner having one vote for each acre or portion of an acre such owner owns in the Community Facilities District.

Section 9. Pursuant to Section 53344.1 of the Act, the Board of Education hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the Special Tax or the interest or penalties thereon that may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

Section 10. The Board of Education proposes to provide, pursuant to Section 53339.7 of the Act for the future annexation of territory to the Community Facilities District, which territory is described in the map attached hereto as Exhibit C (the "Annexation Territory"), with the condition that parcels within the Annexation Area may be annexed only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed. The types of public facilities proposed to be provided in the Annexation Territory pursuant to the Act are the Facilities. The plan for sharing Facilities provided in common within the Community Facilities District and within the Annexation Territory is that all such Facilities will serve the needs of students within the School District. The special tax that would be levied within the Annexation Territory is the Special Tax. There will be no alteration in the Special Tax rate to be levied on parcels within the then existing boundaries of the Community Facilities District as a result of any annexation to the Community Facilities District of any parcel or parcels within the Annexation Territory. Upon a determination by the Board of Education that a parcel or parcel within the Annexation Territory is added to the Community Facilities District, the Clerk

shall record notice of the annexation pursuant to Section 3117.5 of the Streets and Highways Code.

Section 11. The Board of Education hereby fixes Tuesday, June 15, 2021, at 7:00 p.m., or as soon thereafter as the Board of Education may reach the matter, at 25 West Lugonia Street, Redlands, California, as the time and place when and where the Board of Education will conduct a public hearing on the establishment of the Community Facilities District and the proposed future annexation of territory to the Community Facilities District; provided, that, in the event the June 15, 2021 Board of Education meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such Board of Education meeting.

Section 12. The Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the proposed Community Facilities District and the proposed Annexation Territory. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said hearing. Said notice shall contain the information prescribed by Section 53322 and Section 53339.4 of the Act.

Section 13. Each officer of the School District who is or will be responsible for providing one or more of the proposed types of Facilities is hereby directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the Board of Education containing a brief description of the Facilities by type which will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing the Facilities. Such officers are hereby also directed to estimate the fair and reasonable cost of the incidental expenses proposed to be paid. Such report shall be made a part of the record of said public hearing.

Section 14. All actions heretofore taken by the officers, employees and agents of the School District with respect to the establishment of the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 15. The officers, employees and agents of the School District are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 16. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Education of the Redlands Unified School District on May 11, 2021.

President of the Board of Education of the
Redlands Unified School District

ATTEST:

Clerk of the Board of Education of the
Redlands Unified School District

EXHIBIT A

FACILITIES AND INCIDENTAL EXPENSES

Facilities

The types of facilities to be financed by the Community Facilities District are school facilities to be owned and operated by the School District, and land, rights-of-way and easements necessary for any of such facilities.

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

(a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;

(b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and

(c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES OF REDLANDS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-1

A Special Tax (as defined herein) shall be levied on and collected from all Assessor's Parcels in Redlands Unified School District Community Facilities District No. 2021-1, each Fiscal Year commencing in Fiscal Year 2021/2022, in an amount determined by the Board of Education of the Redlands Unified School District, or its trustees, acting as the legislative body of Community Facilities District No. 2021-1 through the application of the Rate and Method of Apportionment of Special Taxes described below. All of the real property within Community Facilities District No. 2021-1, unless exempted by law or by provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

SECTION I
DEFINITIONS

For purposes of this Rate and Method of Apportionment, the terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any reasonably necessary or appropriate expenses incurred in the administration of the District and the Bonds, including (a) the administrative and legal costs of levying and collecting the Special Taxes (including costs incurred in connection with any appeals relating thereto and litigation expenses incurred in connection with the collection of such Special Taxes), (b) the fees, costs and indemnifications due the Trustee, (c) the costs incurred with on-going disclosure in connection with the Bonds, (d) the costs incurred in connection with the disclosure of the Special Taxes to property owners and potential purchasers of property, (e) the amounts required to calculate and pay arbitrage rebate payments to the federal government, and (f) an allocable share of the salaries of the School District staff providing services on behalf of the District directly related to the foregoing and an allocable share of the School District general administrative overhead related thereto.

"Administrator" means an official of the School District or designee thereof, responsible for determining the levy and collection of the Special Taxes.

"Annual Special Tax" means the Special Tax levied in any Fiscal Year on any Assessor's Parcel.

"Approved Property" means all Assessor's Parcels of Taxable Property that (i) is a Lot in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied and (ii) have not been issued a Building Permit prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of the District.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Board" means the Governing Board (Board of Education) of the School District, or its trustees, acting as the legislative body of the District.

"Bond Index" means the national Bond Buyer Revenue Index, commonly referenced as the 25-Bond Revenue Index. In the event the Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturing in 30 years with an average rating equivalent to Moody's A1 and/or Standard & Poor's A+, as determined by the Board.

"Bond Yield" means the yield of the last series of Bonds issued, which for purposes of this calculation shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for the purpose of the Non-Arbitrage (Tax) Certificate or other similar bond issuance document.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Taxes have been pledged for repayment.

"Building Permit" means a permit for the construction of residential square footage issued by the appropriate public agency.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space of a Unit, exclusive of any carports, walkways, garages, overhangs, patios, enclosed patios, detached accessory structure, other structures not used as living space, or any other square footage excluded under Government Code Section 65995 as determined by reference to the Building Permit(s) for such Unit.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"Commercial/Industrial Property" means all Assessor's Parcels that are improved with, or consisting of, a building that is intended for commercial, retail, or industrial use, including hotels and motels, that is not a single-family residential real property or a multifamily residential real property.

"County" means the County of San Bernardino, California.

"Developed Property" means all Assessor's Parcels of Taxable Property that (i) are a Lot in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied and (ii) have been issued a Building Permit prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"District" means Redlands Unified School District Community Facilities District No. 2021-1.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section VIII hereof.

"Final Map" means a final tract map, parcel map, lot line adjustment, condominium plan, or functionally equivalent map or instrument that creates individual Lots, recorded in the Office of the County Recorder.

"Fiscal Year" means the period commencing on July 1st of any year and ending on the following June 30th.

"Index" means the RS Means Construction Cost Index or if the RS Means Construction Cost Index ceases to be used by the State Allocation Board, a reasonably comparable index used by the State Allocation Board to estimate changes in school construction costs.

"Inflator" means the greater of (i) 2.00% or (ii) the positive percentage change in the Index as measured between the Index published in December of the prior Calendar Year and the Index published in December of the Calendar Year immediately preceding the prior Calendar Year.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit has been or could be issued.

"Maximum Annual Special Tax" means for each Fiscal Year and each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section III, which can be levied by the District in such Fiscal Year on such Assessor's Parcel.

"Prepayment Administrative Fees" means any fees or expenses of the School District or the District associated with the prepayment of the Special Tax obligation of an Assessor's Parcel. Prepayment Administrative Fees shall include among other things the cost of computing the Prepayment Amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption of Bonds.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel as described in Section V hereof.

"Present Value of Taxes" means for any Assessor's Parcel the present value of (i) the unpaid portion, if any, of the Annual Special Tax applicable to such Assessor's Parcel in the current Fiscal Year and (ii) the Special Taxes expected to be levied on such Assessor's Parcel in each remaining Fiscal Year, as determined by the Administrator, until termination pursuant to Section VII (i.e. 35 Fiscal Years or less). The discount rate used for this calculation shall be equal to (a) the Bond Yield after Bond issuance or (b) the most recently published Bond Index prior to Bond issuance.

"Reserve Fund Credit" means an amount equal to the lesser of (i) the reduction in the applicable reserve fund requirement(s) resulting from the redemption of Bonds with the Prepayment Amount or (ii) ten percent (10%) of the amount of Bonds which will be redeemed. In the event that a surety bond or other credit instrument satisfies the reserve requirement or the reserve requirement is underfunded at the time of the prepayment, no Reserve Fund Credit shall be given.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit was issued for the construction of one or more Units, other than Senior Citizen Property.

"School District" means the Redlands Unified School District, a public school district organized and operating pursuant to the Constitution and laws of the State of California.

"Senior Citizen Property" means all Assessor's Parcels that are improved with, or consisting of a Unit designated as senior housing, part of a residential care facility for the elderly, or part of a multilevel care facility for the elderly as referred to in California Government Code Section 65995.1. For the purpose hereof it shall be sufficient to designate an Assessor's Parcel as a Senior Citizen Property if Senior Citizen

Restrictions have been affected with respect to such Assessor's Parcel.

"Senior Citizen Restriction" means (i) a restriction limiting the use of Units to senior citizen housing under a specific plan, a final map or other government entitlements, or a declaration of covenants, conditions and restrictions or any similar recorded instrument or (ii) licensing from appropriate agencies received for residential care facilities for the elderly or multilevel care facilities as those terms are defined in Health and Safety Code Section 1569.23 and Government Code Section 15432(d)(8), respectively.

"Special Tax" means any of the special taxes authorized to be levied by the District pursuant to the Act and this Rate and Method of Apportionment.

"Special Tax Requirement" means the amount required in any Fiscal Year to pay (i) the debt service or the periodic costs on all outstanding Bonds, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account(s) established in association with the Bonds, (iv) any amount required to establish or replenish any reserve funds (or accounts thereof) established in association with the Bonds, and (v) the collection or accumulation of funds for the acquisition or construction of school facilities and certain costs associated with the maintenance of school facilities authorized by the District provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property, as set forth in Step Two of Section IV, less (vi) any amount(s) available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, trust agreement, or equivalent agreement or document. In arriving at the Special Tax Requirement the Administrator shall take into account the reasonably anticipated delinquent Special Taxes, provided that the amount included cannot cause the Annual Special Tax for an Assessor Parcel of Developed Property to increase by greater than ten percent (10%) of what would have otherwise been levied.

"Taxable Property" means all Assessor's Parcels which are not Exempt Property.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Approved Property or Developed Property.

"Unit" means each separate residential dwelling unit, including but not limited to a single family attached or detached unit, condominium, an apartment unit, mobile home, or otherwise, excluding hotel and motels.

SECTION II
CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, commencing with Fiscal Year 2021/2022, all Assessor's Parcels within the District shall be classified as either Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be classified as Developed Property, Approved Property or Undeveloped Property. Each Assessor's Parcel of Developed Property shall be further classified as "Newly Developed Property" if it is the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property or "Existing Developed Property" in each Fiscal Year subsequent to the initial Fiscal Year in which such Assessor's Parcel is first classified as Developed Property.

SECTION III
MAXIMUM ANNUAL SPECIAL TAX RATES

1. **Maximum Annual Special Tax for Newly Developed Property**

   The Maximum Annual Special Tax applicable to an Assessor's Parcel in the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property shall be **$0.56623 per square foot of BSF in Fiscal Year 2021/2022** (as escalated by the Inflator on each July 1, commencing on July 1, 2022).

2. **Maximum Annual Special Tax for Existing Developed Property**

   Each July 1, commencing the July 1 immediately following the Fiscal Year in which an Assessor's Parcel was first classified as Developed Property, the Maximum Annual Special Tax applicable to such Assessor's Parcel shall be the amount levied pursuant to Section III(1) herein, as increased annually by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

3. **Maximum Annual Special Tax for Approved Property**

   The Maximum Annual Special Tax applicable to an Assessor's Parcel of Approved Property shall be **$1,900 per Lot in Fiscal Year 2021/2022.**

   On each July 1, commencing on July 1, 2022, the Maximum Annual Special Tax of the District applicable to Approved Property shall increase by the Inflator.

4. **Maximum Annual Special Tax for Undeveloped Property**

   The Maximum Annual Special Tax applicable to an Assessor's Parcel of Undeveloped Property shall be **$0.00.**

SECTION IV
METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX

Commencing Fiscal Year 2021/2022 and for each subsequent Fiscal Year, the Board shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: The Special Tax shall be levied on each Assessor's Parcel of Developed Property at the Maximum Annual Special Tax applicable to each such Assessor's Parcel.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property up to 100% of the Maximum Annual Special Tax applicable to Approved Property as needed to satisfy the Special Tax Requirement.

SECTION V
PREPAYMENT OF SPECIAL TAXES

1. **Special Tax Prepayment Times and Conditions**

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the District with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the Administrator shall determine the Prepayment Amount for such Assessor's Parcel and shall notify such owner of such Prepayment Amount.

2. **Special Tax Prepayment Calculation**

The Prepayment Amount shall be calculated according to the following formula:

$$P = PVT - RFC + PAF$$

The terms above have the following meanings:

P =	Prepayment Amount
PVT =	Present Value of Taxes
RFC =	Reserve Fund Credit
PAF =	Prepayment Administrative Fees

3. **Special Tax Prepayment Procedures and Limitations**

With respect to any Assessor's Parcel that is prepaid, the Board shall indicate in the records of the District that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Maximum Annual Special Taxes that may be levied on Taxable Property, after such prepayment net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year.

SECTION VI
ANNUAL SPECIAL TAX REMAINDER

In any Fiscal Year which the Annual Special Taxes collected from Developed Property exceeds the amount needed to make regularly scheduled annual interest and principal payments on outstanding Bonds and pay Administrative Expenses, the School District may use such amount for acquisition, construction or financing of school facilities and certain costs associated with the maintenance of school facilities in accordance with the Act, District proceedings and other applicable laws as determined by the Board.

SECTION VII
TERMINATION OF SPECIAL TAX

In no event shall the Annual Special Tax be levied later than Fiscal Year 2071/2072. However, after an Assessor's Parcel has paid the Annual Special Tax as Developed Property for a period of thirty-five (35) Fiscal Years the Annual Special Tax shall cease to be levied on that Assessor's Parcel.

The Special Tax may cease to be levied in an earlier Fiscal Year if the Board has determined (i) that all required interest and principal payments on the Bonds have been paid, (ii) all authorized facilities of the District have been acquired and all reimbursements have been paid, and (iii) all other obligations of the District have been satisfied.

SECTION VIII
EXEMPTIONS

The Administrator shall classify as Exempt Property Assessor Parcels that are (i) Senior Citizen Property, (ii) Commercial/Industrial Property, (iii) owned by the State of California, federal or other local governments, (iv) used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (v) owned by a homeowners' association, or (vi) burdened with a public or utility easements making impractical their utilization for other than the purposes set forth in the easement.

SECTION IX
APPEALS

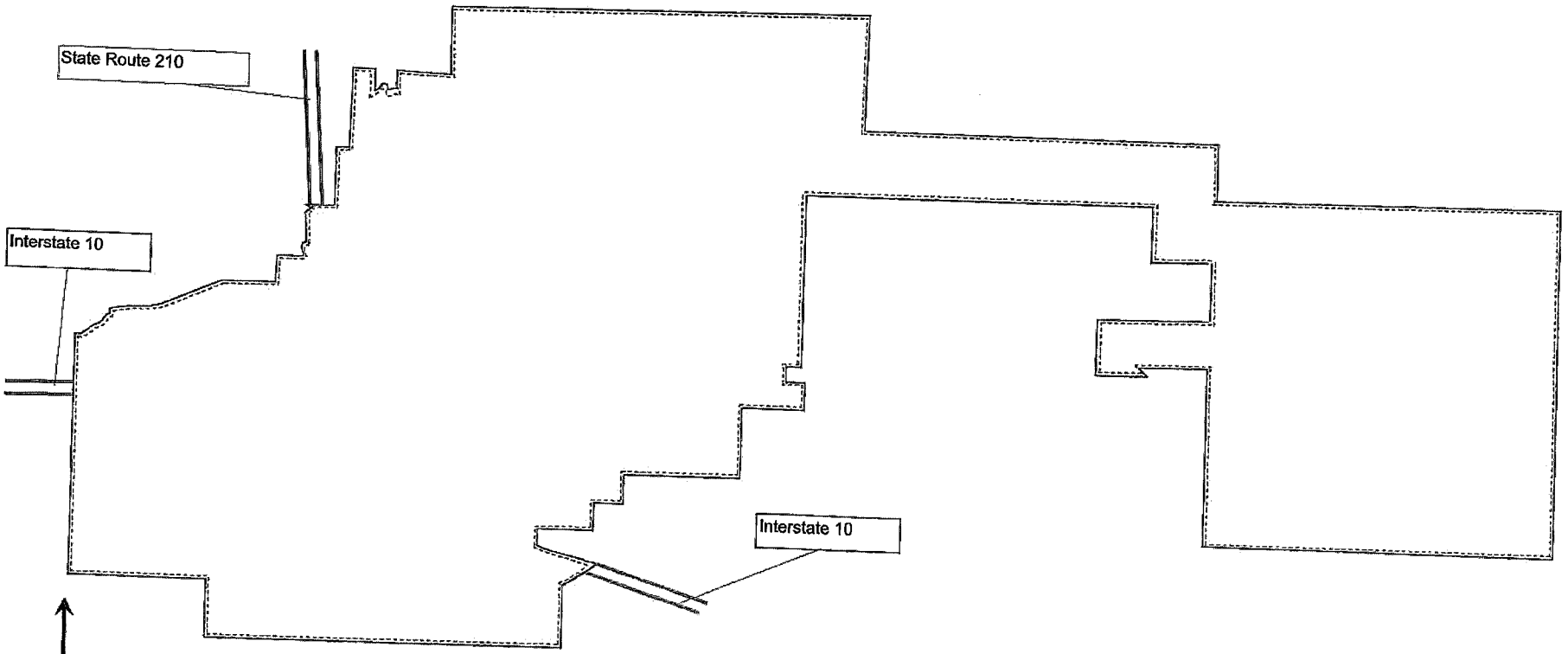
Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator to be received by the Administrator not later than thirty-six (36) months after having paid the first installment of the Special Tax that is disputed. The reissuance or cancellation of a Building Permit is not an eligible reason for appeal. In order to be considered sufficient, any notice of appeal must (i) specifically identify the property by address and Assessor's Parcel Number, (ii) state the amount in dispute and whether it is the whole amount or only a portion of the Special Tax, (iii) state all grounds on which the property owner is disputing the amount or application of the Special Tax, including a reasonably detailed explanation as to why the amount or application of such Special Tax is incorrect, (iv) include all documentation, if any, in support of the claim, and (v) be verified under penalty of perjury by the person who paid the Special Tax or his or her guardian, executor or administrator. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator's decision is in favor of the property owner, the Administrator shall take any of the following actions, in order of priority, to correct the error: (i) amend the Special Tax levy on the property owner's Assessor's Parcel(s) for the current fiscal year prior to the payment date; (ii) require the District to reimburse the property owner for the amount of the overpayment to the extent of available funds, or (iii) grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) in the amount of the overpayment.

SECTION X
MANNER OF COLLECTION

The Annual Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the District may directly bill all or a portion of the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of ten percent (10%) of the Special Tax will attach at 5:00 p.m. on the date the Special Tax becomes delinquent and interest at 1.5% per month of the Special Tax will attach on the July 1 after the delinquency date and the first of each month thereafter until such Special Taxes are paid.

EXHIBIT C
ANNEXATION TERRITORY

ANNEXATION TERRITORY
REDLANDS UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-1



LEGEND

- **Boundaries of Annexation Territory**
- **Boundaries of Redlands Unified School District**

CLERK'S CERTIFICATE

I, Michele Rendler, Clerk of the Board of Education of the Redlands Unified School District, hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Education of said School District duly held and conducted on May 11, 2021, of which meeting all of the members of said Board of Education had due notice and at which a quorum thereof was present and participated (in person or telephonically), and that at said meeting said Resolution was adopted by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

An agenda of the meeting was posted at least 72 hours before the meeting at 25 West Lugonia Street, Redlands, California, a location freely accessible to members of the public, and on the Redlands Unified School District's internet website, and a brief general description of said Resolution appeared on said agenda as well as information as to how members of the public could observe and address said meeting.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: May 11, 2021

Michele N. Rendler

Clerk of the Board of Education of the
Redlands Unified School District