CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING

Tuesday, November 12, 2024, 7:00 PM
25541 Barton Road
Loma Linda, CA 92354

**** Revised ****

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/Workshop

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

1E. Items to be Added or Deleted

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

1G. Conflict of Interest Disclosure

2. Scheduled and Related Items

2A. Public Hearing - Council Bill #R-2024-36 - Ordering Annexations 78 (Gold Crest - Tract 20417) & 79 (Sierra Crest - Tract 20442) into the Landscape Maintenance District No. 1
Adopt Council Bill #R-2024-36

2B. Community Garden Operations and Needs Analysis Report [Amy Jones]
Presentation by Amy Jones

3. Consent Calendar

3A. Demands Registers - November 12, 2024 [Finance]
Approve the demands for payment

3B. Approval of Minutes of October 22, 2024 [City Clerk]
Approve minutes as submitted

3C. Treasurer's Report - October 2024 [Finance]
Accept for Filing

3D. Fire Department's Activity Report - October 2024 [Fire]
Accept for Filing

3E. Agreement for Professional Services with CSG Consultants [Community Development]
Staff recommends the City Council take the following actions:

— APPROVE the Agreement for CSG Consultants (CSG) to prepare the necessary documents for processing the environmental review of Master Development Application (MDA) No. 2024-0025; General Plan Amendment (GPA) No. 2024-0003; Zone Map Amendment (ZMA) No. 2024-0002; Tentative Parcel Map (TPM) (Map No. 20785) No. 2024-0003; Minor Use Permit No. 2024-0001; Precise Plan of Design (PPD) No. 2024-0005 for the Loma Linda University School of Nursing Expansion; and,

— AUTHORIZE the use of funds to be deposited as a pass-through fee in the amount of $89,000, which includes a 10% contingency fee. These funds will be paid by the applicant to cover the costs of the environmental review.

3F. Agreement for Professional Services with Moore Iacofano Goltsman, Inc. (MIG) [Community Development]
Staff recommends the City Council take the following actions:

— APPROVE the Agreement for Moore Iacofano Goltsman, Inc. (MIG) to provide consultant services for the Community Development Department to assist with the comprehensive review and documentation for Master Development Application (MDA) No. 2024-0025; General Plan Amendment (GPA) No. 2024-0003; Zone Map Amendment (ZMA) No. 2024-0002; Tentative Parcel Map (TPM) (Map No. 20785) No. 2024-0003; Minor Use Permit No. 2024-0001; Precise Plan of Design (PPD) No. 2024-0005 for the Loma Linda University School of Nursing Expansion; and,

— AUTHORIZE the use of funds to be deposited as a pass-through fee in the amount of $65,900, which includes a 10% contingency fee. These funds will be paid by the applicant to cover the costs of the comprehensive planning review and process.

3G. Supplemental Appropriation Funding of $59,000 and Award Contract for Council Chamber AC Unit (2) Replacement [Public Works]
Approve the supplemental appropriation and award contract as recommended

3H. Council Bill # R-2024-37 - Approve Final Tract Map No. 20403 (Canyon Ranch, North) [Public Works]
Adopt Council Bill #R-2024-37

3I. Council Bill #R-2024-38 - Approve Final Tract Map No. 20404 (Canyon Ranch, South) [Public Works]
Adopt Council Bill #R-2024-38

3J. Notice of Completion of the Installation of Water Valves at Various Locations (CIP 24-670) - Contractor: MCC Pipeline, Inc. [Public Works]
Accept as complete and authorize recordation of Notice of Completion documents

4. Old Business

4A. Council Bill No. O-2024-06 (Second Reading) an ordinance of the City of Loma Linda to establish a Small Home Lot Development - 10 Residential Units Maximum Chapter in Title 17 (Zoning) of the Loma Linda Municipal Code (Master Development Application No. 2024-0027/Development Code Amendment No. 2024-0006) [Community Development]
Adopt Council Bill #O-2024-06.

— Waive the reading of Council Bill #O-2024-06 in its entirety, direct the Clerk to read by title only, and adopt an ordinance of the City of Loma Linda establishing a Small Home Lot Development - 10 Residential Units Maximum Chapter in Title 17 (Zoning) of the Loma Linda Municipal Code (Master Development Application No. 2024-0027/Development Code Amendment No. 2024-0006).

4B. Council Bill No. O-2024-07 (Second Reading) an ordinance of the City Council of the City of Loma Linda amending in part, Title 17 (Zoning), Chapter 17.110 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Loma Linda Municipal Code (Master Development Application No. 2024-0026/Development Code Amendment No. 2024-0005) [Community Development]
Adopt Council Bill #O-2024-07

— Waive the reading of Council Bill #O-2024-07 in its entirety, direct the Clerk to read by title only, and adopt an ordinance of the City Council of the City of Loma Linda amending in part, Title 17 (Zoning), Chapter 17.110 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Loma Linda Municipal Code (Master Development Application No. 2024-0026/Development Code Amendment No. 2024-0005).

5. New Business

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: November 7, 2024

City of Loma Linda

Regular City Council Staff Report

A. Public Hearing - Council Bill #R-2024-36 - Ordering Annexations 78 (Gold Crest - Tract 20417) & 79 (Sierra Crest - Tract 20442) into the Landscape Maintenance District No. 1

Adopt Council Bill #R-2024-36

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Scheduled and Related Items Item: 2A.

From
Lynette Arreola, City Clerk

RECOMMENDATION:

It is recommended that City Council adopt Council Bill #R-2024-36 ordering Annexations 78 and 79 into the Landscape Maintenance District, approving the assessment and collection of assessments for Fiscal Year 2025-2026.

BACKGROUND:

The City Council has approved Gold Crest Tract 20417 and Sierra Crest Tract 20442, subject to the established Conditions of Approval. One of these conditions includes annexation into the Landscape Maintenance District. The City has received a petition from the property owner to proceed with this annexation.

ANALYSIS:

The property owner has submitted a petition requesting a waiver of the forty-five day notice period along with the Assessment Ballot, which includes the annual assessment and a cost of living adjustment.

ENVIRONMENTAL IMPACT:

None.

FINANCIAL IMPACT:

Cost associated with this annexation will be covered by the assessment.

Attachments

Resolution Annexations 78 & 79.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA CONFIRMING THE ANNEXATION OF ANNEXATION NO. 78 (GOLD CREST – TRACT 20417) AND ANNEXATION NO. 79 (SIERRA CREST – TRACT 20442) (ANNEXATION TERRITORIES) INTO LOMA LINDA LANDSCAPE MAINTENANCE DISTRICT NO. 1, THE DIAGRAM AND ASSESSMENTS RELATED THERETO, OVERRULING ALL PROTESTS CONCERNING THE ASSESSMENTS, AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS BEGINNING IN FISCAL YEAR 2025/2026 (IF NOT MAINTAINED BY HOMEOWNER'S ASSOCIATION)

WHEREAS, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"), the City Council by previous resolution, initiated proceedings and ordered the preparation of an Engineer's Report in connection with the annexation of Tract 20417 and Tract 20442 (collectively the "Annexation Territories"). At build-out Tract 20417 will consist of fifty-one (51) residential homes located south of Citrus Avenue and northeast of Mission Road. Tract 20442 at build-out will consist of one hundred three (103) residential condominiums located north of Citrus Avenue and west of Bryn Mawr Avenue. Both tracts will be annexed into the Landscape Maintenance District No. 1 (the "District") as Annexation No. 78 and 79 to fund the special benefit costs and expenses for the ongoing maintenance, operation and servicing of the landscaping improvements and appurtenant facilities related thereto either by the City if applicable; and,

WHEREAS, after fully considering the Engineer's Report presented, the City Council by resolution approved and filed said Engineer's Report, declared its intention to annex the Annexation Territories into the District, to conduct a property owner protest ballot proceeding for the proposed new assessments related thereto in accordance with the provisions of Article XIIID of the California Constitution (the "Constitution") and Government Code §§ 53750 et seq., and set the Public Hearing to be noticed pursuant to applicable law for November 12, 2024 at 7:00 p.m.; and,

WHEREAS, notices and ballots were mailed to the property owners of record regarding the annexation of the Annexation Territories into the District and the new assessments as described in the Engineer's Report, pursuant to the applicable laws and regulations governing majority protest proceedings for return receipt prior to the close of the public hearing on November 12, 2024; and,

WHEREAS, on November 12, 2024 the City Council held the duly noticed Public Hearing, to consider all oral statements and written protests, objections, and communication made or filed by any interested person regarding the annexation of the Annexation Territories into the District and the proposed new assessments; and to receive and accept all protest ballots from the property owners of record within the proposed Annexation Territories; and,

WHEREAS, at the conclusion of the Public Hearing, a tabulation and canvass of the property owner protest ballots was conducted by the City Clerk or their designee, with all valid protest ballots returned by the affected property owners being counted; and,

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

1. The above recitals are true and correct.

2. Following notice duly given, the City Council has held a full and fair public hearing regarding the annexation of Tract 20417 and Tract 20442 (collectively the "Annexation Territories") into the City of Loma Linda Landscape Maintenance District No. 1, the levy and collection of assessments, and has considered all public testimony and written statements, protests and communications made or filed by interested persons.

3. In accordance with the provisions of the Constitution, the City Council has evaluated the results of the property owner protest ballot proceedings and has determined that majority protest of the proposed new assessments did not exist and overrules all oral or written protests that may have been presented concerning the annual assessments that may commence for the Annexation Territories in fiscal year 2025/2026.

4. Based upon its review of the facts presented and the Engineer's Report that has been filed with the City Clerk, the City Council hereby finds and determines that:

(4a.) The land within the Annexation Territories will receive special benefit from the operation, maintenance and servicing of the improvements to be provided as described in the Engineer's Report.

(4b.) The Annexation Territories as defined by the Assessment Diagram contained in the Engineer's Report, includes all of the lands receiving such special benefit.

(4c.) The net amount to be assessed upon the lands within the Annexation Territories has been apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services to be provided commencing with Fiscal Year 2025/2026 if maintain by the City.

5. The adoption of this Resolution constitutes the annexation of the Annexation Territories into the District, the boundaries of the Annexation Territories, and District therein as contained in the Assessment Diagrams presented in the Engineer's Report; the establishment of the maximum assessment rate and assessment range formula connected therewith; and the assessments to be levied if applicable for the Annexation Territories for

the fiscal year commencing July 1, 2025 and ending June 30, 2026, as described in the Engineer's Report and adopted by the City Council.

6. The City Council hereby orders the Annexation Territories improvements to be made for fiscal year 2024/2025 as outlined by the Engineer's Report and by these proceedings.

7. Pursuant to applicable law, City staff or their designee is hereby authorized and directed to file the levy of assessments for fiscal year 2025/2026 if applicable as approved herein with the San Bernardino County Auditor/Controller along with a copy of the annually approved Resolution for the District; and/or as may be required by the County Auditor/Controller or County Assessor, copies of the Engineer's Report or Assessment Diagram confirmed by this Resolution.

8. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the City Council's approval of the annexation of the Annexation Territory into the District; the confirmation of the Assessment Diagrams; and the establishment of the maximum assessment rates, assessment range formula, and the assessments for Fiscal Year 2025/2026 as outlined in the Engineer's Report and approved in these proceedings.

PASSED, APPROVED AND ADOPTED this 12th day of November 2024 by the following vote:

Ayes:
Nos:
Abstain:
Absent:

_____
Phill Dupper, Mayor

ATTEST:

_____
Lynette Arreola, City Clerk

City of Loma Linda

Regular City Council Staff Report

B. Community Garden Operations and Needs Analysis Report [Amy Jones]

Presentation by Amy Jones

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Scheduled and Related Items Item: 2B.
To	**From**
City Council	T Jarb Thaipejr, City Manager

RECOMMENDATION:

Presentation by Amy Jones.

Attachments

Loma Linda Community Garden Report.pdf

Loma Linda Community Garden
Email: lomalindagarden@gmail.com
Instagram: LomaLindaGarden

1. Brief Slideshow
2. Timeline of Operations: 2018-Present
3. Current Operations and Structure
    a. Leadership
        i. Overview of Community Garden Coordinator Responsibilities
    b. Community Participation Options
        i. Members
        ii. Volunteers
    c. Activities Offered
        i. Classes
        ii. Produce
        iii. Florals
4. Garden Structural Sustainability
    a. Community
    b. Council
    c. City
5. Future Goals
    a. Community Requests
6. Finances
    a. City Funding
    b. Donations
    c. Grant Opportunities
7. Challenges
    a. Theft/Vandalism
    b. Division of Responsibilities
    c. Labor Demands
    d. Communication with Residents
8. Togetherness
    a. Reaching Residents
    b. Community Days

City of Loma Linda

Regular City Council Staff Report

A. Demands Registers - November 12, 2024 [Finance]

Approve the demands for payment

Meeting	Agenda Group
Tuesday, November 12, 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 - 11-12-2024.pdf

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
408410	10/31/2024	7027	COLANTUONO, HIGHSMITH & WHATLEY, PC	61597	1250065	July HR legal fees - Special Counsel Srvs	$2,813.00
				61843		August legal fees - Special Counsel Srvs.	$1,093.50
				62342		Sept legal fees Special Counsel Services	$2,754.00
						408410 Total	**$6,660.50**
408411	10/31/2024	7053	MARLIN BUSINESS BANK	21504581	1250262	Printer lease agreement FY 24/25 Oct	$3,245.85
						408411 Total	**$3,245.85**
408412	10/31/2024	7392	NICOLE CAMPBELL	REIMB10312024APACONF		APA Conference 2024_9.28-10.1.24_N.Campbell	$549.80
						408412 Total	**$549.80**
708393	10/17/2024	7123	CHARTER COMMUNICATIONS	231334701100124		2nd Fiber Line Acct#231334701 09/01-09/30	$3,584.49
						708393 Total	**$3,584.49**
708394	10/17/2024	5502	FRONTIER COMMUNICATIONS	9094785042 Oct 24		Phone costs Cole House Fire Alarm 10/4-11/3/2024	$184.18
						708394 Total	**$184.18**
708395	10/17/2024	5502	FRONTIER COMMUNICATIONS	9097964692 Oct 24		Phone costs Corp Yard Intrusion 10/4-11/3/2024	$118.85
						708395 Total	**$118.85**
708396	10/17/2024	5375	LEVEL 3 COMMUNICATIONS, LLC	708194905	1250161	VoiP services Acct# 27247 10/1-10/31/24	$441.19
						708396 Total	**$441.19**
708397	10/22/2024	5311	CHRISTOPHER DEJONG	ReimbFuelCDejong	1240388	Strike Team travel expense fuel reimbursement	$252.30
						708397 Total	**$252.30**
708398	10/22/2024	5502	FRONTIER COMMUNICATIONS	9097997651 Oct 24		Phone costs 10/1-10/31/2024	$54.43
						708398 Total	**$54.43**
708399	10/22/2024	5502	FRONTIER COMMUNICATIONS	9097990759 Oct 24		Phone costs Fire Station#252 10/1-10/31/24	$58.95
						708399 Total	**$58.95**
708400	10/22/2024	5502	FRONTIER COMMUNICATIONS	9097998064 Oct 24		Phone costs 10/10-11/09/2024	$60.78
						708400 Total	**$60.78**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708401	10/22/2024	1261	THE GAS COMPANY	19406867366 Sep 24		Gas costs 9/10-10/9/2024	$14.30
				14642464003 Sep 24		Gas costs 8/29-10/1/2024	$47.57
						708401 Total	**$61.87**
708402	10/22/2024	6006	CALIFORNIA DEPT OF TAX AND	057-425486 09/2024		Diesel Fuel Tax Due Period end date 9-30-2024	$16.00
						708402 Total	**$16.00**
708403	10/24/2024	7123	CHARTER COMMUNICATIONS	188772001101424	1250168	Srvc STA252 Acct 188772001 10/14-11/13/2024	$34.95
						708403 Total	**$34.95**
708404	10/24/2024	7123	CHARTER COMMUNICATIONS	188776801101424	1250168	Srvc STA251 Acct 188776801 10/18-11/17/2024	$138.52
						708404 Total	**$138.52**
708405	10/24/2024	5229	NICHOLAS HERNANDEZ	LineIncidentNHernand		Reimbursement - Incident logistics for Line Fire	$958.87
						708405 Total	**$958.87**
708406	10/24/2024	3881	SB CO PROFESSIONAL	SB Co FF Dues Oct 24		SB Co FF Dues Oct 2024	$1,840.30
						708406 Total	**$1,840.30**
708407	10/24/2024	1154	VISION SERVICE PLAN - CA	12121787/0001Nov 24		Vision Buy Up Premium Nov 24	$830.66
				12121787/0002 Nov 24		Vision Base Plan Nov 24	$100.10
						708407 Total	**$930.76**
708408	10/29/2024	4919	MELANIE DORAN TRAXLER	7	1230417	Planning services, review PA 3-3 (PDR-2024-0005)	$3,450.00
						708408 Total	**$3,450.00**
708409	10/29/2024	2127	T. JARB THAIPEJR	JPIA Risk Mgt Oct'24		JPIA Risk Mgt Conf Lodging Thaipejr	$748.08
				League Conf Oct 2024		Parking fee reimbursement Thaipejr League of CA	$30.00
						708409 Total	**$778.08**
708410	11/5/2024	5502	FRONTIER COMMUNICATIONS	9097963838 Nov 24		Phone costs 10/22-11/21/2024	$178.79
						708410 Total	**$178.79**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708411	11/5/2024	5502	FRONTIER COMMUNICATIONS	9097997257 Nov 24		Phone costs Corp Yard Fire Alarm 10/19-11/18/24	$60.78
						708411 Total	**$60.78**
708412	11/5/2024	7083	SELF INSURED SERVICES	B0G336 Nov 24		Dental Insurance Premium Nov 2024	$3,962.80
						708412 Total	**$3,962.80**
708413	11/5/2024	1245	SO CALIF EDISON	700917144542 Sep 24		Electricity costs 9/12-9/30/2024	$18.53
				700458638878 Oct 24		Electricity costs 9/26-10/24/2024	$2,697.75
				700920551363 Sep 24		Electricity costs 9/11-9/30/2024	$37.60
				700920555710 Sep 24		Electricity costs 9/11-9/30/2024	$67.50
				700920661497 Sep 24		Electricity costs 9/13-10/10/2024	$2,700.45
				700228421001 Aug/Sep		Electricity costs 8/13-9/30/2024	$310.85
						708413 Total	**$5,832.68**
708414	11/12/2024	1730	AFLAC	715540		AFLAC Insurance Premium-October 2024	$1,548.39
						708414 Total	**$1,548.39**
708415	11/12/2024	29	AGUA MANSA PROPERTIES, INC.	61135	1250048	Concrete 10/14	$320.00
				61666		Concrete 10/29	$320.00
				61739		A/C & Concrete for corp yard	$320.00
				61698		Concrete for yard	$320.00
				61142		Concrete for the yard	$320.00
						708415 Total	**$1,920.00**
708416	11/12/2024	7458	ASCENT AVIATION GROUP INC	M315106	1250266	STA251 Fuel system LNK data	$137.38
						708416 Total	**$137.38**
708417	11/12/2024	3833	ATKINSON, ANDELSON, LOYA,	727667	1250053	HR legal fees for September 2024	$4,783.81
						708417 Total	**$4,783.81**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708418	11/12/2024	1400	BOOT BARN 4 SAN BERNARDINO	INV00414775	1250056	Uniform boots and uniform pant for PW Dept Oct	$380.62
				CRE00012577		Credit for J. Gutierrez purchase	-$68.51
						708418 Total	**$312.11**
708419	11/12/2024	5589	BORDEN EXCAVATING, INC.	23-02-08	1230688	Construction of 1.6 MG Reservoir CIP 20-656	$540,635.06
						708419 Total	**$540,635.06**
708420	11/12/2024	5390	CALIFORNIA HIGHWAY	1024138	1250009	Maint southside I-10 Fwy ramp @ Mt View Ave Oct 24	$750.00
			ADOPTION CO	1024137		Maint southside I-10 Fwy ramp @ Mt View Ave Oct	$350.00
						708420 Total	**$1,100.00**
708421	11/12/2024	7569	CELINE A GABRIELLA	22103		UB 993767047 26250 CAMBRIA	$20.36
						708421 Total	**$20.36**
708422	11/12/2024	7460	CINTAS CORPORATION NO. 3	4208661772	1250206	HazMat compliant uniform & shop towel rental 10/17	$46.75
				4209391660		HazMat compliant uniforms & shop towel rentals	$46.75
						708422 Total	**$93.50**
708423	11/12/2024	4918	COMCATE SOFTWARE, INC.	8406	1250167	Animal Control database & fee tracking agrmt 24-25	$4,484.94
						708423 Total	**$4,484.94**
708424	11/12/2024	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1054547	1250066	Light bulbs for Chamber of Commerce	$328.54
				6903-1054865		Lights for Senior Center Entry Exterior	$140.29
						708424 Total	**$468.83**
708425	11/12/2024	5762	CORE & MAIN LP	V603708	1250069	PVC Fittings for Sewer Lift Station	$73.55
				V867028		Bolt & gasket	$41.63
				V877312		Parts for Wellsite Projects	$879.39
						708425 Total	**$994.57**
708426	11/12/2024	1173	COUNTY OF SAN BERNARDINO	30196	1250355	ITD Radio Access & Maintenance July-Sept 2024	$7,862.16
						708426 Total	**$7,862.16**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708427	11/12/2024	7290	DANNY ELLIS	0001276608	1250073	Elmer Digneo Pk Restroom	$137.03
						708427 Total	**$137.03**
708428	11/12/2024	7399	DCS TESTING & EQUIPMENT INC	20548	1250379	Fire hose & ground ladder testing	$3,542.50
						708428 Total	**$3,542.50**
708429	11/12/2024	7366	DENNIS GRUBB & ASSOCIATES	002-32375	1250203	Fire Prevention Plan Check Srvcs 10/2024	$1,260.00
						708429 Total	**$1,260.00**
708430	11/12/2024	1765	DLT SOLUTIONS, LLC	SI672561	1250330	AutoCAD/Architect, Engineering Annual Subscription	$722.22
						708430 Total	**$722.22**
708431	11/12/2024	1256	ELROD FENCE CO., INC.	20498	1250076	Fence Repair @ Digneo Park	$1,643.00
						708431 Total	**$1,643.00**
708432	11/12/2024	2179	ENGINEERING RESOURCES OF	60809	1230692	Contract for Inspections & Project Mgt CIP20-656	$2,555.00
						708432 Total	**$2,555.00**
708433	11/12/2024	1302	ESRI, INC.	94822386	1250366	ESRI Training Pass per Day 24-25	$4,800.00
						708433 Total	**$4,800.00**
708434	11/12/2024	325	EWING IRRIGATION PRODUCTS	23705079	1250078	Sprinkler Valve wire for 600K Res.	$771.23
				23687382		Irrigation Clamp Meter for 2 Wire System	$276.16
						708434 Total	**$1,047.39**
708435	11/12/2024	331	FAIRVIEW FORD SALES, INC.	130616	1250080	Multi-function switch	$76.40
				128835		Transfilter, fluid, gasket, plugs, oil & filter	$387.18
				130617		Water, thermostat, & anti-freeze	$211.11
						708435 Total	**$674.69**
708436	11/12/2024	7563	FLAVIA JORGE	22039		UB 363750400 11522 WHITTIER	$170.00
						708436 Total	**$170.00**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708437	11/12/2024	5256	FLYERS ENERGY, LLC	24-211932	1250084	Fire dept. fuel delivery 10-23-2024	$1,996.38
				24-211930		Fuel Delivery for PW Dept	$1,984.88
				24-211931		Diesel delivery for PW Dept 10/23/24	$2,106.18
						708437 Total	**$6,087.44**
708438	11/12/2024	7567	FREELAND REALTY	22099		UB 993767800 26091 GARDNER	$61.62
						708438 Total	**$61.62**
708439	11/12/2024	7325	GCI CONSTRUCTION, INC	1300	1250213	Install Pre-packed Sewer Pump Station CIP 21-511	$10,450.00
						708439 Total	**$10,450.00**
708440	11/12/2024	7568	GOODMAN, RANDALL	22100		UB 993764656 11168 SAN LUCAS	$75.78
						708440 Total	**$75.78**
708441	11/12/2024	5244	HHS CONSTRUCTION, INC.	2418540	1250377	LLCCP Master Fiber Audit	$10,000.00
						708441 Total	**$10,000.00**
708442	11/12/2024	7240	HPS WEST, INC	0003210-IN	1250347	Allegro Pits, Modules & Pins	$876.80
				0003211-IN	1250361	1"" Water Meters	$47,681.19
						708442 Total	**$48,557.99**
708443	11/12/2024	3400	INFOSEND, INC.	272884	1250267	Print/Mail Oct 2024 E-Waste Event Flyer	$1,155.77
						708443 Total	**$1,155.77**
708444	11/12/2024	7545	INLAND EMPIRE PLUMBING INC	INV1336	1250369	Emergency water leak repair at Heritage Park	$675.41
						708444 Total	**$675.41**
708445	11/12/2024	1728	INLAND LIGHTING SUPPLIES, INC.	290953	1250097	Senior Center Lighting	$45.68
						708445 Total	**$45.68**
708446	11/12/2024	491	J & R CONCRETE PRODUCTS	83519	1250349	Concrete box covers	$484.88
						708446 Total	**$484.88**
708447	11/12/2024	7538	J. OROZCO ENTERPRISES, INC.	28418	1250289	Landscape Maintenance in the LMD Area Oct	$26,880.77
						708447 Total	**$26,880.77**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708448	11/12/2024	5144	JAMES D. HUSS JR.	24020	1250154	Weed abatement for APN: 028-420-247	$315.00
				24063		Weed abatement for APN 029-212-154	$580.00
						708448 Total	**$895.00**
708449	11/12/2024	2008	JEFFREY G. GILLETTE	JGillette-LineFire		Line Fire Incident logistics CA-BDF-012520	$1,306.77
						708449 Total	**$1,306.77**
708450	11/12/2024	6019	JORGE PEREZ	JPerez-DiamondCoFire		Logistics for Diamond Complex Fire OR-UPF-240303	$3,228.65
						708450 Total	**$3,228.65**
708451	11/12/2024	2830	JOSHUA CARTEE	JCartee-BridgeIncide		Fuel purchase during Bridge Incident	$180.67
						708451 Total	**$180.67**
708452	11/12/2024	7210	JOSHUA CUNNINGHAM	FirelinemedicS-223		Tuition rmb for Fireline Medic J.Cunningham	$300.00
						708452 Total	**$300.00**
708453	11/12/2024	6071	KELLERMEYER BERGENSONS	INVS042940	1250196	Janitorial Svcs for City bldgs & Cole House Nov	$8,430.37
			SERVICE	INV90003676490	1250197	Community Room Cleaning for Oct	$1,350.00
						708453 Total	**$9,780.37**
708454	11/12/2024	7565	KHAMIS, DIB	22097		UB 993766267 26331 MARGARITA	$42.08
						708454 Total	**$42.08**
708455	11/12/2024	1492	KIRK MAYO	T3 Mayo		Water Treatment T3 Cert K. Mayo	$90.00
						708455 Total	**$90.00**
708456	11/12/2024	5375	LEVEL 3 COMMUNICATIONS, LLC	708691482	1250219	Bandwidth Service 10/17-11/16/24 #260960	$4,784.87
						708456 Total	**$4,784.87**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708457	11/12/2024	7417	LIEBERT CASSIDY WHITMORE	277585	1250105	Personnel Attorney for Sept	$315.00
						708457 Total	**$315.00**
708458	11/12/2024	557	LIFE ASSIST, INC.	1519187	1250106	Emergency medical supplies and equipment.	$619.83
						708458 Total	**$619.83**
708459	11/12/2024	2045	LOMA LINDA HEATING & AIR CONDITIONING, INC.	14491543	1250107	HVAC service for thermostat	$1,076.19
						708459 Total	**$1,076.19**
708460	11/12/2024	1733	LOWE'S COMPANIES, INC.	77396	1250110	Display board for Art Work per Jarb	$37.38
				92784		Tools for Facilities	$17.52
				78387 10-15-24		Station cleaning supplies	$51.77
				95169		Lights for the Civic Center	$25.81
				96424		Primer for park restrooms & survey tape for trees	$63.12
				80385		Torch, water, outdoor box, & extension cords	$168.55
				80397		Propane for torch set	$73.93
				82853		Cable ties & hooks	$39.52
				78197		Sewer lift station for Electrical Box	$13.27
				85301		Batteries for Electronic Lock	$18.57
				72428 10/25/2024		Small tools- screws	$24.62
				83535 10-30-2024		Air filters & light bulbs STA252	$48.49
				992105		Clamp meter Credit	-$206.59
						708460 Total	**$375.96**
708461	11/12/2024	7570	LUKE H IWATA DDS INC	BL3317 Refund		BL3317 Refund, business closed 9/2024.	$355.80
						708461 Total	**$355.80**
708462	11/12/2024	3855	LYNN A. HIRTZ	303369	1250072	Parts to repair red toro mower & other misc parts	$697.41
						708462 Total	**$697.41**
708463	11/12/2024	1566	MALLORY SAFETY & SUPPLY, LLC	6013611	1250339	Two tone green vests (56 each) per quote #3633508	$38.88
						708463 Total	**$38.88**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708464	11/12/2024	5918	MATTHEW RYAN	St&ICEMA10/24MRyan		State & ICEMA certs reimbursement	$320.00
						708464 Total	**$320.00**
708465	11/12/2024	5804	MCC PIPELINE, INC.	224-40-1	1250293	Water Valve Replacement Citywide CIP 24-670	$177,780.60
				224-40-2		Water Valve Replacement Citywide CIP 24-670	$44,339.15
						708465 Total	**$222,119.75**
708466	11/12/2024	2099	MCCROMETER, INC.	8005428	1250044	Sewer Flow Meter Monitoring Srv Contract Oct 2024	$1,170.00
						708466 Total	**$1,170.00**
708467	11/12/2024	4703	MUNICIPAL EMERGENCY SVCS, INC.	IN2138275	1250380	Turnout coat and pants for D. Myers	$4,512.80
						708467 Total	**$4,512.80**
708468	11/12/2024	7088	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,	84580868	1250116	Employee Physical for J. Cardoza	$45.00
				84723373		Employee Physicals for R. Jansen & O. Vallejo	$125.00
				84798748		Employee Physicals for R. Jansen	$35.00
						708468 Total	**$205.00**
708469	11/12/2024	7176	ODP BUSINESS SOLUTIONS, LLC	390614162001	1250117	Copy paper, document holders	$98.58
				392720355001		Planner, calendar, & deskpad	$82.88
						708469 Total	**$181.46**
708470	11/12/2024	7282	ORKIN SERVICES OF CALIFORNIA, INC.	266808564	1250165	Ear wig abatement service for STA251	$135.00
				266445179	1250166	Pest control Svc STA251 date of srv 10/17/2024	$169.99
				266444063		Pest control Svc STA252 Date of srv 10/17/2024	$139.99
						708470 Total	**$444.98**
708471	11/12/2024	7287	PAYMENTUS CORPORATION	INV-15-154430	1250312	2024-2025 IVR Payment processing 09/2024	$892.60
						708471 Total	**$892.60**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708472	11/12/2024	1592	PHOENIX GROUP INFORMATION SYST	092024143	1250308	Delinquent parking ticket prgm 09/2024	$1,162.43
				0920241143	1250307	Code & Animal Admin Cite collection 09/2024	$117.52
				092024903	1250306	Parking Permit Management 09/2024	$2,031.00
						708472 Total	**$3,310.95**
708473	11/12/2024	5772	QUINN COMPANY	WOA00058942	1250316	420F Backhoe Diesel Engine Fluid Injector Repair	$2,139.67
				G4261301	1240360	Bucket-GP 2.7 YD for new loader	$9,104.23
						708473 Total	**$11,243.90**
708474	11/12/2024	5772	QUINN COMPANY	PCA00459365	1250125	Clam shell hydraulic hose on new loader	$112.79
						708474 Total	**$112.79**
708475	11/12/2024	7450	R & J CONSTRUCTION LLC	270	1250329	Paint Finance Dept. & Comm. Dev. Conf. Room	$7,650.00
						708475 Total	**$7,650.00**
708476	11/12/2024	7546	RALPH ANDERSEN & ASSOCIATES	INV-04931	1250326	Contract for Assistant City Manager Recruitment	$7,500.00
						708476 Total	**$7,500.00**
708477	11/12/2024	5911	RDO EQUIPMENT CO	P8638735	1250128	V-Belt	$298.35
				P8576335		V-Belt, wheel, axle, bolt, & lock nut	$397.12
				P8638935		Credit for V-Belt	-$207.61
						708477 Total	**$487.86**
708478	11/12/2024	7306	ROADPOST USA INC	RU08373917	1250171	Iridium Satellite Service 10/25-11/24/2024	$669.50
						708478 Total	**$669.50**
708479	11/12/2024	7440	ROADSAFE TRAFFIC SYSTEMS, INC.	220234	1250363	72 Hour Parking Signs	$311.00
				220236	1250132	""School Bus Stop"" Sign	$65.25
						708479 Total	**$376.25**
708480	11/12/2024	266	ROBBINS & HOLDAWAY	00-1006-47212	1250131	Sept Legal Srvs - LL Gen City Matters	$2,272.50
				00-1006-01-47213		Sept Legal services CC Mtg Gen Matters	$1,080.00
				00-1006-03-47215		Sept Legal services - Personnel	$2,070.00
				00-1006-04-47216		Sept Legal services - Public Safety.	$225.00
				00-1006-06-47218		Sept Legal services - Finance.	$202.50

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
				00-1006-11-47219		Sept Legal services - Claims		$765.00
				00-1006-12-47220		Sept Legal services Misc		$1,035.00
				00-1006-13-47221		Sept Legal services - Public Works		$360.00
				00-1006-02-47214		Sept Legal services - Community Dev		$990.00
							708480 Total	**$9,000.00**
708481	11/12/2024	7452	ROLAND BLACKISTON	WildlandBootsRBlacki		Wildland boot reimbursement		$150.00
				KnowyourApprtsBlacki		Tuition rrmb for Know your apparatus course		$650.00
				DriverOp1B-Blackisto		Tuition rmb for Driver Operator 1B course		$572.00
							708481 Total	**$1,372.00**
708482	11/12/2024	6225	S & H CIVILWORKS	1007	1250214	ADA Ramp & sidewalk installation CIP 24-122		$162,410.81
							708482 Total	**$162,410.81**
708483	11/12/2024	857	S.B. CO OFC AUDITOR/CONTR	AUG 2024		Aug 2024 parking citation collections		$296.00
				SEPT 2024		Sept 2024 parking citation collections		$132.00
				JULY 2024		July 2024 parking citation collections		$590.00
							708483 Total	**$1,018.00**
708484	11/12/2024	320	SAN BERNARDINO CO FIRE DEPT	IN0187516	1250378	Hazardous Material CUPA Permit STA251		$692.00
							708484 Total	**$692.00**
708485	11/12/2024	1379	SAN BERNARDINO COUNTY	109318	1250134	Assessor parcel map revisions for October 2024		$6.00
							708485 Total	**$6.00**
708486	11/12/2024	3163	SBCTA	0827NOV24	1250374	Use Fee for Water System Improvement Mt View Jul		$2,900.89
							708486 Total	**$2,900.89**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708487	11/12/2024	7127	SCA OF CA, LLC	158754PS	1250200	Street Sweeping Srvs Oct 2024	$6,094.08
				158854PS		Street Sweeping for Water Hydrant Clean Up Oct	$30.00
						708487 Total	**$6,124.08**
708488	11/12/2024	3698	SCOTT ZEHM	10162024	1250007	City Hall Fountain Maintenance Svc October	$150.00
						708488 Total	**$150.00**
708489	11/12/2024	6137	SILVERSTRAND TECHNOLOGIES, INC.	168112	1250023	RTP & Corp Yard Security Alarm Monitoring	$49.98
						708489 Total	**$49.98**
708490	11/12/2024	451	SITEONE LANDSCAPE SUPPLY, LLC	146727770-001	1250138	Reaching Tool	$115.55
				147431729-001		Valve box, valve, & PVC	$665.06
				147672651-001		PVC, Valves, & Tubing	$98.92
						708490 Total	**$1,036.01**
708491	11/12/2024	865	SN BERNARDINO CO SHERIFF	25842	1250209	Sheriff Services-Nov. 2024	$588,967.00
						708491 Total	**$588,967.00**
708492	11/12/2024	1356	STAPLES BUSINESS ADVANTAGE	6011842545	1250139	CD Post-it, Planner, Creamer & Hanging Folders	$259.39
				6014668309		Post its, calculator ribbon, forks	$108.16
						708492 Total	**$447.44**
708493	11/12/2024	1451	STATE OF CALIFORNIA DEPT OF	766153	1250370	Background check for prospective new hires Sep	$64.00
						708493 Total	**$64.00**
708494	11/12/2024	5561	STATEWIDE TRAFFIC SAFETY &	13012632	1250140	Traffic cones	$761.24
						708494 Total	**$1,042.03**
708495	11/12/2024	5561	STATEWIDE TRAFFIC SAFETY & SIGNS	13012596	1250140	No Parking & Var. Traffic Signs	$515.86
						708495 Total	**$515.86**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708496	11/12/2024	7413	SYNOPTEK, LLC	1254007	1250335	Server management software VMware 24-25	$4,759.68
				1253869	1250184	Security Operations Center (SOC) 2024-2025 Oct	$9,470.58
						708496 Total	**$14,230.26**
708497	11/12/2024	237	THE COUNSELING TEAM, INC.	INV102200	1250170	Behavior health & wellness srvc 11/2024	$800.00
						708497 Total	**$800.00**
708498	11/12/2024	7199	THE LLOYD PEST CONTROL CO, INC.	8620371	1250028	Gopher control services for Civic Center Oct 2024	$300.00
				8620329	1250198	Gopher control svcs for Elmer Digneo Pk Oct	$200.00
				8614052		Gopher control svcs for Hulda Crooks Pk Oct	$300.00
				8613724		Gopher control svcs for Bryn Mawr Pk Oct	$200.00
				8613426		Gopher control svcs for BB Fields Oct	$300.00
						708498 Total	**$1,500.00**
708499	11/12/2024	4936	TRAFFIC MANAGEMENT, INC.	06-111262	1250148	Traffic Safety Signs	$2,126.07
						708499 Total	**$2,126.07**
708500	11/12/2024	1854	UNDERGROUND SERVICE ALERT	24-251263	1250001	Dig Alert State Regulatory Fee for October	$32.27
						708500 Total	**$142.17**
708501	11/12/2024	1977	VULCAN MATERIALS	2020257	1250152	Asphalt & Aggregate	$315.92
				2041665		A/C Patches Distro	$263.05
				2120763		Aggregate & Asphalt 10/30	$737.77
				2073500		Agg & Asphalt for yard	$518.27
				2078252		Agg & Asphalt for yard	$570.13
						708501 Total	**$2,405.14**
708502	11/12/2024	5500	WEST COAST ARBORISTS, INC.	221013	1250341	Tree trimming/tree removal @ Mission Rd Median	$21,105.00
				221007		Tree trimming/tree removal @ Nelson & Lawton	$2,950.00
						708502 Total	**$24,055.00**
708503	11/12/2024	1917	WILBUR E & JUNE PURVIS	14760	1250156	1 Gal Bar Oil for Chain Saws	$72.73
						708503 Total	**$72.73**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
708504	11/12/2024	7566	YU, JEANNIE	22098		UB 993767768 11159 FLORENCE	$12.18
						708504 Total	**$12.18**
						Grand Total	**$1,825,268.97**

CITY OF LOMA LINDA
VOUCHER LIST
11/12/2024

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
944976	10/1/2024	454	MissionSquare	2024093000944976		457 Plan Contributions-09/08 through 09/21/2024	$22,388.35
256428	10/15/2024	454	MissionSquare	2024101500256428		457 Plan Contributions-09/22 through 10/05/2024	$26,329.63
51140	10/24/2024	454	MissionSquare	2024102300051140		457 Plan Contributions-10/06 through 10/19/2024	$22,308.94
102746580	10/3/2024	771	PERS	1002746580/81/82/83		Retirement Contributions-08/25 through 09/07/2024	$72,412.77
102756481	10/18/2024	771	PERS	1002756481/82/83/84		Retirement Contributions-09/08 through 09/21/2024	$72,405.02
102756337	10/16/2024	771	PERS	1002756337/38		Retirement Contributions-09/01 through 09/30/2024	$999.50
102746244	10/9/2024	773	PERS	1002746244		Health Insurance Premium-October 2024	$77,897.87

Total Wires	$294,742.08
Total Checks (Total from previous page):	$1,825,268.97
Grand Total =	$2,120,011.05

PAYROLL: 10/24/2024 $ 440,935.38
PAYROLL: 11/07/2024 $ 413,535.94

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check 408410 through 408412 and 708393 through 708504 and wire nos. 944976, 256428, 51140, 102746580, 102756481, 102756337 & 102746244 for a total disbursement of $2,120,011.05 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 November 12, 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 of October 22, 2024 [City Clerk]

Approve minutes as submitted

Meeting	Agenda Group
Tuesday, November 12, 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 October 22, 2024.

Attachments

Regular City Council-10-22-2024-minutesDraft.pdf

MINUTES OF THE REGULAR CITY COUNCIL

25541 Barton Road, Loma Linda, CA 92354

October 22, 2024, 5:05 PM - October 22, 2024, 9:00 PM

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

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

Absent:

- **Ovidiu Popescu,** Councilmember

1. Call to Order

1A. Call to Order- 5:05 PM

The meeting was called to order at 5:05 pm for a Workshop in the Community Room.

1B. Roll Call- 5:05 PM

Staff Present:

T. Jarb Thaipejr, City Manager

Diane Robbins, City Attorney

Lynette Arreola, City Clerk

Dan Harker, Fire Chief

Lorena Matarrita, Community Development Director

Nicole Campbell, Associate Planner

Andrew Sanchez. Customer Support Technician

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

1C. Workshop 5:00pm - Community Room - Presentation from San Bernardino County Sheriff's Department Regarding the County's Homeless Programs and Services- 5:05 PM

Mayor Dupper noted that the presentation was aimed to give an overview of homelessness in the City, detailing available services and programs, along with the City’s responsibilities in addressing this issue. Sergeant James Marshall, Deputy Mike Jones, and Deputy Manuel Tristan from the San Bernardino Sheriff’s Department; Carrie Harmon from the San Bernardino County Community Development and Housing Department; and Marcus Dillard from the San Bernardino County Office of Homeless Services all shared insights.

The Sheriff’s Department discussed the Homeless Outreach and Proactive Enforcement (H.O.P.E.) program, which is designed to reduce calls for service by balancing proactive outreach with law enforcement while connecting homeless individuals with resources to support their transition out of homelessness. They highlighted partnerships they all have with several organizations. The representatives discussed the

outreach that is conducted and their consistent engagement with the homeless population, providing not only resources and immediate support but also connecting individuals to long-term case management. It was also noted that this collaborative outreach was not only addressing the housing needs, but also related services like mental health, addiction recovery, and employment support.

All representatives noted that they were open and available to collaborate with the City to build partnerships and effectively leverage their resources.

The regular City Council meeting resumed at 7:06 pm.

1D. Invocation and Pledge of Allegiance - Mayor Dupper- 7:06 PM

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

1E. Items to be Added or Deleted- 7:06 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)- 7:06 PM

Janel Ruiz, Southern California Gas Company, introduced herself to the Council as the Public Affairs Manager.

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

No conflicts of interest were disclosed.

2. Scheduled and Related Items

2A. Presentation by Loma Linda Moms' Group on Community Engagement with Families and Children [Cynthia Galvan]- 7:08 PM

Cynthia Galvan, Loma Linda Mom's Group, briefly spoke about her group and how she initiated and expanded a program with teens at the University Church involving a food preparation program. She discussed the importance of community engagement with families and children. She expressed her interest in collaborating with the City to add or expand city programs for children. City Manager Thaipejr said he would be available to discuss further.

2B. Presentation by Inland Housing Solutions on Heritage Park Improvements [Jeff Little]- 8:05 PM

City Manager Thaipejr stated that he met with Mr. Little regarding his proposal and asked that he present his conceptual plan to the City Council for feedback.

Jeff Little, Inland Housing Solutions, provided an overview of the organization’s history and the impact they’ve had on individuals and families since partnering with the City of Loma Linda in 1988. He highlighted how their program has evolved to include more health management services, leading to additional staff and the need for increased administrative space. He proposed establishing a long-term lease with the City to support this growth in exchange Inland Housing Solutions would rehabilitate the property. He explained that in a four-phase project, they would invest in rehabilitating the two existing historic homes on the property for office space, enhance community spaces with wellness and educational

features, connect to the existing trail system, create interactive sensory gardens, and establish a Veterans Memorial entrance, all while preserving the property's historic character.

Discussion ensued regarding the conceptual plan with the City Council recommending to City staff to first investigate the legal feasibility of the use of the public park space before any further input.

2C. Public Hearing - Council Bill No. O-2024-06, an ordinance to establish a Small Home Lot Development - 10 Residential Units Maximum Chapter in Title 17 (Zoning) of the Loma Linda Municipal Code (Master Development Application No. 2024-0027/Development Code Amendment No. 2024-0006) [Community Development]- 8:07 PM

Public Hearing was opened at 8:20 PM and closed at 8:23 PM

Community Development Director Matarrita explained that the next two presentations were related to housing and driven by new state law. Although they are unfunded mandates, she noted the City obtained LEAP Planning Grants to fund these efforts. She introduced the consultants who assisted the City and making the presentation.

Emily Elliott, MNS, explained that the adoption of this ordinance is prompted by Senate Bill (SB) 684, which became effective on July 1, 2024. She highlighted that the purpose of this law is to facilitate small home developments of 10 units or fewer, each under 1,750 square feet, to encourage more middle housing. The focus is on supporting infill developments. She discussed the key provisions of SB 684 and the City's benefits to adopt and implement an ordinance. She noted that the ordinance was presented to the Planning Commission for review, and they recommended City Council adopt the ordinance. She answered questions explaining the State Law mandate and the purpose of the Ordinance.

The public hearing was opened.

Kevin Bernadt submitted public comments and his comments were read pertaining to suggested ordinance amendments to align with the City's core values.

The public hearing was closed.

Motion by Rhodes Rigsby, seconded Rhonda Spencer-Hwang, and passing by a vote of 3-1-0-0-1 Opposed by Ronald Dailey Absent was Ovidiu Popescu
to Introduce Council Bill #O-2024-06 on First Reading and to Set the Second Reading to the next City Council meeting to approve an Ordinance to establish a small home lot development, 10 residential units maximum Chapter in Title 17 (Zoning) of the Loma Linda Municipal Code (Master Development Application No. 2024-0027/Development Code Amendment No. 2024-0006).

2D. Public Hearing - Council Bill No. O-2024-07, an ordinance of the City Council of the City of Loma Linda amending in part, Title 17 (Zoning), Chapter 17.110 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Loma Linda Municipal Code [Community Development]- 8:25 PM

Public Hearing was opened at 8:39 PM and closed at 8:42 PM

Community Development Director Matarrita pointed out that this is an update to the City's Accessory Dwelling Unit Ordinance. She introduced Genevieve Sharrow, MIG, Inc., via Zoom, who assisted the City with this code amendment.

Genevieve Sharrow from MIG, Inc. explained that the proposed code amendment is intended to align with new State laws while preserving some local control through the establishment of the ordinance. She

provided an overview of the City's ADU and JADU Ordinances and the compliance review by the State Housing and Community Development (HCD) Department. She noted that the proposed amendments aim to ensure the ordinance reflects and remains consistent with state laws enacted since 2021.

Councilman Rigsby referenced the City's code definition of building height, which is calculated as the average height from the ground floor to the top of the highest ceiling in a structure. He highlighted a scenario in which the definition, if applied to ADUs, could result in unusually tall structures and contribute to very high densities.

The public hearing was opened.

Kevin Bernadt submitted public comments and his comments were read pertaining to suggested ordinance amendments to align with the City's core values.

The public hearing was closed.

Community Development Director Mataritta stated that her department was currently working on its annual development code amendments that they planned to bring to the Council in the next couple of months. She stated that they would review the building height definition.

Motion by Rhodes Rigsby, seconded Rhonda Spencer-Hwang, and passing by a vote of 3-1-0-0-1 Opposed by Ronald Dailey Absent was Ovidiu Popescu
to Determine the project is statutorily exempt from the California Environmental Quality Act (CEQA); to Introduce on First Reading Council Bill No. O-2024-07 and to Set the Second Reading to the next City Council meeting to approve an Ordinance to amend in part Title 17 (Zoning), Chapter 17.110 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Loma Linda Municipal Code.

3. Consent Calendar

In regards to Consent Calendar Item 3H, Kevin Bernadt appreciated the City's support to appropriate funds for communication aide services.

Motion by Rhodes Rigsby, seconded Rhonda Spencer-Hwang, and passing by a vote of 4-0-0-0-1 Absent was Ovidiu Popescu
to Approve the Consent Calendar items as submitted.

3A. Demands Registers - October 8 and 22, 2024 [Finance]- 8:46 PM

Approved the Demands Registers dated:

- October 8, 2024, with commercial demands totaling $1,086,770.37 and Payroll dated September 26, 2024, totaling $543,908.05; and
- October 22, 2024, with commercial demands totaling $1,641,602.95 and Payroll dated October 10, 2024, totaling $577,214.38.

3B. Approval of Minutes September 24, 2024 [City Clerk]- 8:46 PM

Approved the minutes of September 24, 2024, as submitted.

3C. Treasurer's Report - September 2024 [Finance]- 8:46 PM

Accepted for filing.

3D. Fire Department's Activity Report - September 2024 [Fire]- 8:46 PM

Accepted for filing.

3E. Appropriate $90,000 from Park Development Fund then Award Contract to RG General Engineering for Construction of Pickleball Courts at Leonard Bailey Park (CIP 24-757) [Public Works]- 8:46 PM

Appropriated $90,000 from Park Development fund and Awarded contracts to 1) RG General Engineering for construction of the pickleball court for $236,149.00; 2) Joseph E. Bonadiman & Associates for construction surveying services not to exceed $3,000; 3) Geocon West Inc. for geotechnical testing and services not to exceed $5,310 and authorize a contingency allocation of $23,600. Additionally, authorized the purchase of eight (8) field lighting units complete with poles for $21,601.72 from NLS Lighting, Inc. of Carson, CA.

3F. VA Medical Center Fire Services Agreement [Fire]- 8:46 PM

Approved the Fire Services Agreement with the VA Medical Center.

3G. Notice of Completion of the Construction of Bus Stop Sidewalks at Various Locations (CIP 24-123) - Contractor: Kormex Construction, Inc. [Public Works]- 8:46 PM

Accepted as complete and authorized recordation of Notice of Completion documents.

3H. Authorize an Appropriation from Fund Balance for Communication Aide Services for Individuals with Communication Disabilities at City Public Hearings [City Clerk]- 8:46 PM

Appropriated $10,000 from Fund Balance for Communication Aide Services at City Public Hearings.

3I. Award Contract of $26,000 for Fiber Optic Plan Creation Services for the Loma Linda Connected Communities Program (LLCCP) - Contractor: HHS/Congruex [Information Systems/LLCCP]- 8:46 PM

Awarded contract to HHS/Congruex for $26,000 for Fiber Optic Plan Creation Services for LLCCP.

3J. Declare as Surplus and Authorize Disposal of Various Technology Devices and Associated Equipment [Information Systems/LLCCP]- 8:46 PM

Declared items surplus and authorized appropriate disposal.

4. Old Business

4A. Status Update on the Establishment of the Revenue-Generating Ad hoc Committee [Councilmember Spencer-Hwang]- 8:48 PM

Councilmember Spencer-Hwang stated that she has had several members who were interested, but she is still recruiting members. She estimates the first meeting may be the first of the year. She noted neighboring cities have expressed interest in supporting and providing advice. The City Attorney advised that the list of members be brought to the Council to receive consensus and confirmation.

5. New Business

No scheduled items.

6. Reports

6A. Reports of Council Members- 8:51 PM

The City Council discussed scheduling for the November and December meeting dates. The Mayor mentioned that he may have a continuing scheduling conflict with regular meetings on the 2nd Tuesdays through the end of the year. City staff recommended holding meetings on the 3rd Tuesday for both months. However, given a scheduled public hearing item for November 12, it was advised that the Council schedule the meeting on November 12 and then adjourn to November 19. After discussion, the Council agreed to meet on the 3rd Tuesday in November and decide at the November meeting when they will hold the December meeting.

6B. Reports Of Officers- 9:00 PM

No reports.

7. Adjournment

City of Loma Linda

Regular City Council Staff Report

C. Treasurer's Report - October 2024 [Finance]

Accept for Filing

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Consent Calendar Item: 3C.

To	From
City Council	Sonia Fabela, Finance Director

RECOMMENDATION:

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

Attachments

Oct 24 Treasurers Report.pdf

CITY OF LOMA LINDA

COMPOSITION OF CASH

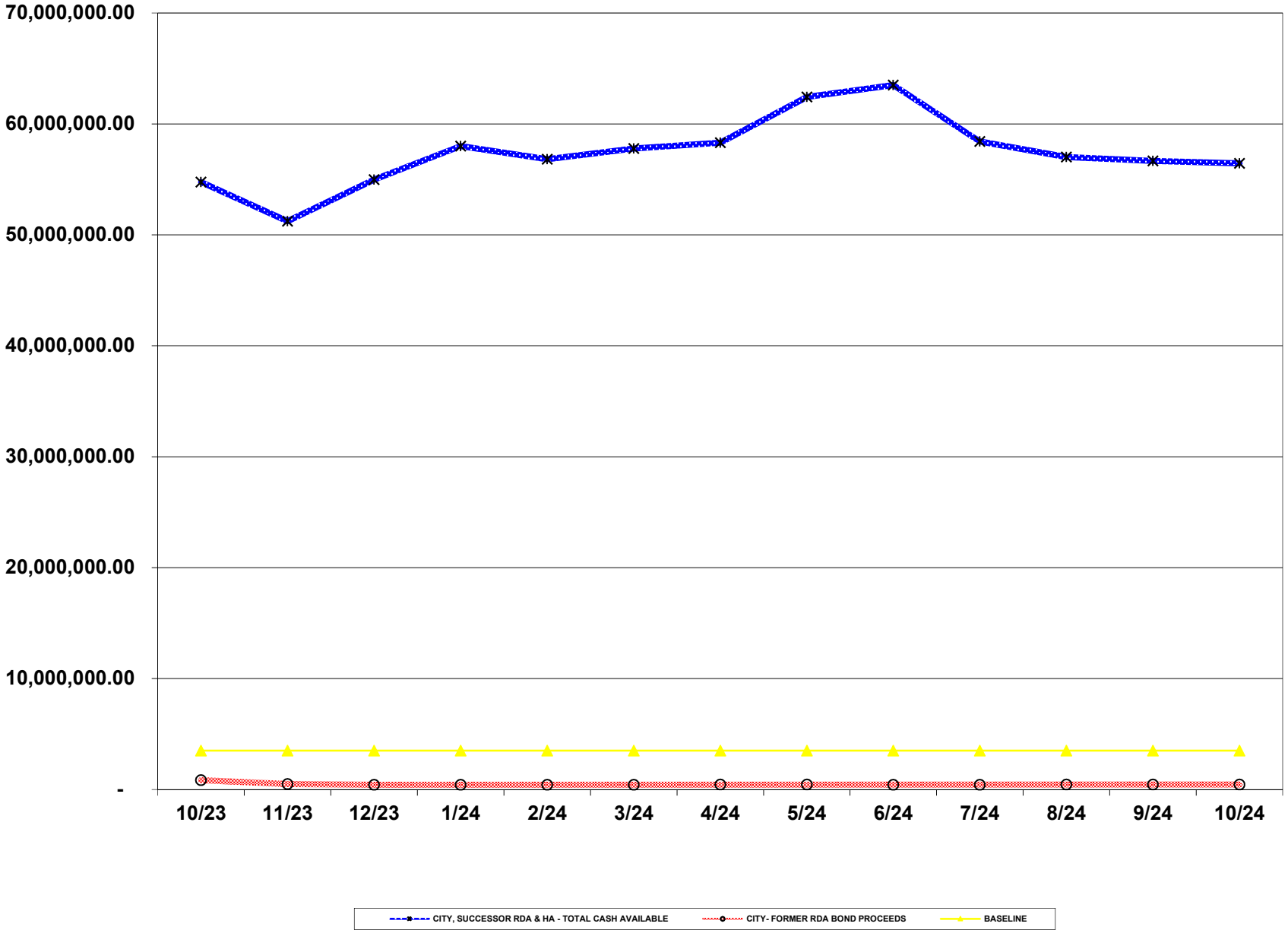
October 2024

DEMAND DEPOSIT ACCOUNTS					
CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT					$ 944,471.36
Outstanding Checks as of month-end					(140,962.76)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE					**$ 803,508.60**
BANK OF AMERICA - PAYROLL					**$ 22,179.96**
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT					369,196.17
Outstanding Checks as of month-end					(21.14)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE					**$ 369,175.03**
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT					18,795.10
Outstanding Checks as of month-end					-
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE					**$ 18,795.10**
DEMAND DEPOSIT ACCOUNTS - TOTAL					**$ 1,213,658.69**
INVESTMENTS	**YIELD**				
LOCAL AGENCY INVESTMENT FUND (LAIF)					
CITY	4.518%	$ 53,162,642.90			
CITY - Former RDA Bond Proceeds	4.518%	438,669.68			
CITY -Total			53,601,312.58		
SUCCESSOR RDA	4.518%		222,949.28		
HOUSING AUTHORITY	4.518%		1,410,499.31		
INVESTMENTS TOTALS					**$ 55,234,761.17**
OTHER CASH					
IMPREST ACCOUNT			$ 500.00		
CASH ON HAND			1,350.00		
OTHER CASH TOTAL					**$ 1,850.00**
CASH AND INVESTMENTS - GRAND TOTAL					**56,450,269.86**
PREVIOUS MONTH					56,677,667.36
CHANGE +/(-)					$ (227,397.50)

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 10/23-10/24



City of Loma Linda

Regular City Council Staff Report

D. Fire Department's Activity Report - October 2024 [Fire]

Accept for Filing

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Consent Calendar Item: 3D.
To	**From**
City Council	Nataly Alvizar, Executive Aide

RECOMMENDATION:

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

Attachments

October 2024 Fire Activity Report.pdf

SUBJECT: October 2024 Fire Department Activity Report

Operations Division:

The Fire Department's Operations Division responded to 453 incidents in October 2024. There were 42 calls/incidents given or received in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	302	66.7%	2922	67.6%
Traffic Collision (TC)	9	2.0%	126	2.9%
MA + TC	***311***	**68.7%**	***3048***	***70.5%***
Hazardous Conditions	*6*	2.40%	37	0.70%
Hazardous Material	1	0.40%	10	0.40%
Public Assistance	18	6.90%	210	5.50%
Rescue	1	0.90%	13	0.60%
Structure Fire	3	2.10%	27	1.00%
Cooking	1	0.00%	4	0.10%
Vegetation Fire	3	0.40%	34	0.70%
Vehicle Fire	3	0.00%	12	0.10%
Refuse Fire	4	1.10%	74	1.40%
All Fires	**14**	**3.60%**	151	***3.30%***
Good Intent/Dispatched & Cancelled Enroute	39	8.6%	364	8.4%
Fire Alarm Activation*	21	4.6%	185	4.3%

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

City of Loma Linda

Regular City Council Staff Report

E. Agreement for Professional Services with CSG Consultants [Community Development]

Staff recommends the City Council take the following actions:

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Consent Calendar Item: 3E.

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 Agreement for CSG Consultants, Inc. (CSG) to prepare the necessary documents for processing the environmental review of Master Development Application (MDA) No. 2024-0025; General Plan Amendment (GPA) No. 2024-0003; Zone Map Amendment (ZMA) No. 2024-0002; Tentative Parcel Map (TPM) (Map No. 20785) No. 2024-0003; Minor Use Permit No. 2024-0001; Precise Plan of Design (PPD) No. 2024-0005 for the Loma Linda University School of Nursing Expansion; and,
2. AUTHORIZE the use of funds to be deposited as a pass-through fee in the amount of $89,000, 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 received an application for the expansion of the Loma Linda University School of Nursing building (the “project”), which includes a General Plan land use amendment and a zoning designation change from Medium Density Residential (R2) to Institutional Healthcare (I-HC) for approximately 2.3 acres. The project also proposes the consolidation of seven parcels into one via a Tentative Parcel Map, a Minor Use Permit to review the use of public and private parking lots, and a Precise Plan of Design for the demolition of an existing academic building and five residential dwellings and development of a three-story, 58,220 square-foot academic building, along with a request to vacate a public street (San Juan Drive). The project is located on the northwest corner of Barton Road and Campus Street.

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, noise, air quality, and other environmental factors.

ANALYSIS:

On September 26, 2024, City Staff sent out a Request for Proposals (RFP) to fifteen (15) firms to conduct the required California Environmental Quality Act (CEQA) review for the project. Six (6) firms responded to the RFP. Staff evaluated the proposals based on each firm's qualifications, relevant project experience, and cost-effectiveness, selecting CSG as the best fit.

CSG was selected for their competitive cost, efficient timeline, and extensive experience conducting environmental reviews for projects with multiple complex elements. The proposed project includes a General Plan and zoning map amendment, along with challenges related to state housing law restrictions—components that require careful and experienced management. CSG has demonstrated expertise in handling similarly intricate projects, ensuring a thorough CEQA review process that aligns with the city's standards and the project's unique demands.

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.

Attachments

Attachment A - Agreement for Consultant Services (with Exhibits).pdf

CITY OF LOMA LINDA

AGREEMENT FOR CONSULTANT SERVICES

ENVIORNMENTAL REVIEW SERVICES

THIS AGREEMENT is made and effective as of November 12, 2024, between the City of Loma Linda, a municipal corporation ("City") and CSG Consultants, Inc., 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 November 12, 2024 and shall remain and continue in effect until November 14, 2026, unless otherwise terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall 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 also 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 for the work performed prior to the effective date of termination in accordance with Section 5(a) of this Agreement. 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. Use of documents for other than the intended project shall be at the City's sole risk. 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:	CSG Consultants, Inc. 3707 W. Garden Grove Blvd. Orange, CA 92832

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.

CONSULTANT: CSG Consultants, Inc. CITY: City of Loma Linda

By:_____ By:_____
Signature *Signature*

Name:_____ Name: T. Jarb Thaipejr
Typed/Printed *Typed/Printed*

Title: _____ Title: City Manager

ATTEST: APPROVED AS TO FORM:

_____ _____
Lynette Arreola, City Clerk Diane Robbins, City Attorney

EXHIBIT A

City of Loma Linda

25541 Barton Road, Loma Linda, CA 92354 ☎ (909) 799-2830 🖷 (909) 799-2894
Community Development Department

REQUEST FOR PROPOSALS
FOR
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

RELEASE DATE: SEPTEMBER 26, 2024

SUBMITTAL DEADLINE: OCTOBER 14, 2024

INTRODUCTION

The City of Loma Linda (City) is seeking proposals from planning consultant firms (Consultants) to evaluate the potential environmental impacts of the proposed redevelopment project at the northwest corner of Barton Road and Campus Street, as described below. The Consultant will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) and all required California Environmental Quality Act (CEQA) documentation to ensure compliance with CEQA standards.

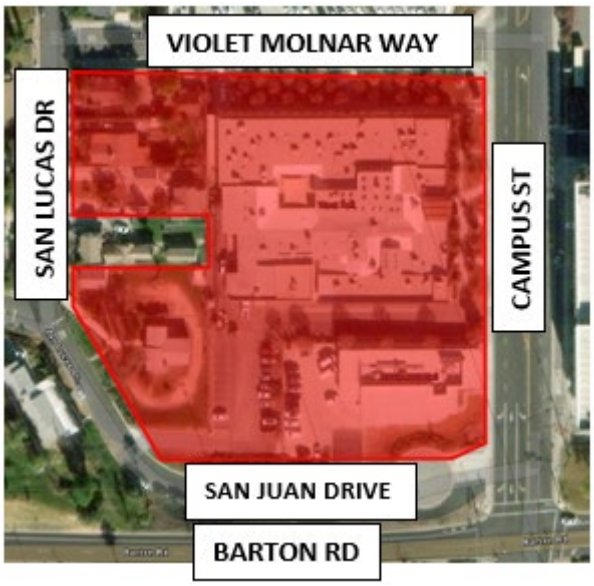
PROJECT DESCRIPTION

The City has received a proposal for the redevelopment of approximately 3.5 acres located at the northwest corner of Barton Road and Campus Street (APNs:0284-074-01, -02, -06, -07, -14, -27, and -32) to construct a new, three-story, 58,220 square-foot academic building. The Project involves the following key components:

- **General Plan Amendment (GPA) No. 2024-0003**: Changing the land use designation from Medium Density Residential (R-2) to Institutional Healthcare (I-HC).
- **Zone Map Amendment (ZMA) No. 2024-0002**: Rezoning from Medium Density Residential (R-2) to Institutional Healthcare (I-HC).
- **Tentative Parcel Map (TPM) No. 2024-0003 (Map No. 20785)**: Consolidating seven parcels into one.
- **Minor Use Permit (MUP) No. 2024-0001**: Reviewing the use of public and private parking lots.
- **Precise Plan of Design (PPD) No. 2024-0005**: Developing a three-story, 58,220 square-foot academic building.
- **Demolition**: Removing an existing academic building and five residential dwellings.
- **Street Vacation**: Requesting to vacate San Juan Drive for a private drive aisle and additional parking for the new academic building.

Additional documents, such as the Preliminary Grading Plan, Preliminary Water Quality Management Plan (WQMP), Parking Letter, and a Fire Access Plan, will be provided to the selected Consultant to support their work.

VICINITY MAP



GENERAL SCOPE OF SERVICES

The Consultant will collaborate closely with City Staff and the Applicant to review and analyze the proposed development project. This process will involve evaluating the project site, surrounding land uses, and compliance with relevant planning and zoning regulations through site visits, meetings, research, and other appropriate methods.

The Consultant will be responsible for preparing the environmental Initial Study (IS), managing the CEQA process, and coordinating the necessary technical studies through subconsultants. Based on the findings, the Consultant will prepare the appropriate California Environmental Quality Act (CEQA) document, anticipated to be a Mitigated Negative Declaration (MND). This work must comply with CEQA, the Loma Linda General Plan, the Municipal Code, the Measure V Growth Initiative, and all applicable state and federal laws.

The Consultant should propose all necessary technical studies required by CEQA, which may include analyses for Traffic, Air Quality/Greenhouse Gas Emissions, Biological Resources, Cultural Resources, and Noise. They should also identify and recommend any other studies they believe are necessary or unnecessary based on the project scope. Additionally, the Consultant will be responsible for preparing public notices, including the Notice of Intent to Adopt (NOIA) and Notice to Consult for the local tribes, and addressing questions or concerns from outside agencies, community members, and stakeholders. This also includes providing responses during public hearings on the environmental documents.

The scope of services outlined represents the City's proposed approach to completing the environmental review and is intended to guide the Consultant in delivering the required documentation.

TASKS AND DELIVERABLES

The Consultant will collaborate with City Staff to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) and all related CEQA documents, including the Mitigation Monitoring Reporting Program. Duties include, but are not limited to, the following:

1. **Kick-Off Meeting:** Attend a kick-off meeting with City Staff and the Applicant to discuss the project and proposed scope of work, identifying data needs and project objectives to ensure deliverables align with the overall timeline.

2. **Project Description:** Collaborate with the City and Applicant to prepare an official project description that articulates the proposed development activity, required discretionary approvals, and other pertinent information.

3. **Technical Studies:** Prepare the IS/MND, incorporating necessary technical studies as required by CEQA, including but not limited to:

    a. Traffic Study
    b. Air Quality/Greenhouse Gas Study
    c. Cultural Resources Study
    d. Biological Resources Assessment
    e. Noise Impact Study
    f. Additional studies as deemed necessary for a comprehensive environmental review; include and explain any optional studies in the proposal.

4. **Data Collection and Analysis:** Gather and analyze data by reviewing project plans, reports, technical studies, and other related materials.

5. **CEQA Document Preparation:** Manage the preparation of the appropriate CEQA document based on the findings of the Initial Study, such as an MND.

6. **Public Notices**: Prepare required public notices, including Notice of Intent to Adopt, Notice to Consult, and Notice of Determination. City Staff will assist with distribution to affected agencies and interested parties.

7. **Public Engagement**: Attend two public hearing meetings (Planning Commission and City Council) to address any questions regarding the environmental review.

8. **Response to Comments:** Assist City Staff in preparing responses to comments resulting from distributed notices.

9. **Consultation and Coordination:** Notify the City Planner when contacting other City Staff for information and technical input, as well as when engaging with community members or outside agencies.

10. **CEQA Findings for Staff Report:** Prepare the CEQA/Environmental Findings section of the project Staff Report, providing a comprehensive review of the IS/MND.

11. **Document Submission:** Submit all draft documents to the City of Loma Linda via email in Microsoft Word format. If files are too large to email, they should be made available via an FTP site.

The final scope of services will be based on the Consultant's approach and negotiated tasks with the selected firm and will be included in the services agreement. Any concerns regarding specific work items should be stated in the proposal, along with alternative scope suggestions.

REQUIRED VENDOR QUALIFICATIONS

The City of Loma Linda seeks qualified consultants to assist with the project and associated tasks. At a minimum, the Consultant must demonstrate the following qualifications:

- Experience drafting Initial Studies
- Experience working with subcontractors to produce necessary reports
- Familiarity with similar-sized municipalities
- Proven track record of managing and completing comparable projects on time
- Experience responding to public comments
- Knowledge of the City of Loma Linda, including its municipal code and General Plan

CITY'S DUTIES

The City of Loma Linda will assume key responsibilities to facilitate the project review process and ensure compliance with municipal regulations. The following outlines the City's specific duties related to the Project.

- The City Planner will serve as the main point of contact for all project-related questions and tasks.
- The City will handle the mailing or emailing of all notices drafted by the Consultant and will post or publish hearing notices as required.
- The City will provide document templates from previous projects to the Consultant upon request.
- The City Planner will present the project at public hearings, including the prepared environmental document, Staff report, and findings. However, the Consultant is expected to attend to address any questions regarding the CEQA document and related environmental studies.
- The City is responsible for filing CEQA notices with the County and the State on behalf of the Applicant. The Applicant will cover the costs for the Notice of Determination and any CEQA filing fees upon project approval.
- The City will coordinate with the GIS technician to prepare any necessary amendments to the GIS maps.

QUALIFICATION SUBMITTAL REQUIREMENTS

The City of Loma Linda will act as the Lead Agency for this project. Firms responding to this request should include the following in their submittal:

1. A firm overview outlining experience, qualifications, and competencies, particularly in:

    a. Knowledge of the California Environmental Quality Act (CEQA) and experience with environmental analysis;

    b. Ability to analyze and present information in an organized format; and

    c. Familiarity with public input processes and experience in public information for review and comment.

2. Identification of the lead professional and team members responsible for the project, including resumes and relevant experience. If using subcontractors or a joint venture, identify the firms and describe past collaborative projects.
3. A list of similar projects completed by the firm.
4. Identification of any information or support needed from the City or other agencies to complete the project.
5. A detailed approach for the project, including the proposed scope of work and description of tasks, deliverables, and work products.
6. A project schedule with key milestones and timelines.
7. A detailed cost proposal, including hourly rates for all team members involved.
8. Confirmation of the firm's ability to meet the City's standard agreement provisions (Attachment A) and insurance requirements (Attachment B).

Proposals should detail the Consultant's approach to addressing the project's complexities and managing the required documentation to ensure timely and compliant project advancement.

PLEASE SUBMIT YOUR RESPONSE NO LATER THAN 4:00PM ON OCTOBER 14, 2024.

Submit one electronic copy of the response packet via email to ncampbell@lomalinda-ca.gov or mail a CD or thumb drive to City Hall to the address listed below (hard copies are no longer accepted):

City of Loma Linda - Community Development Dept.
Attn: Nicole Campbell, Associate Planner
25541 Barton Road
Loma Linda, CA 92354

SELECTION PROCESS

The City will evaluate proposals as they are received and will exercise discretion in selecting a firm that best serves the City's interests. Selection will be based on the criteria outlined in the RFP, as well as the estimated cost of work. The chosen Consultant will enter into a contract with the City of Loma Linda, which will detail the scope of services, budget, and schedule. The final contract must be approved by the City Council. The Agreement period is expected to begin immediately after Council approval, tentatively scheduled for October 22, 2024.

CALIFORNIA PUBLIC RECORDS ACT

It is the Consultant's responsibility to identify information in their proposals and/or responses that they consider confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in strict confidence. All other information will be public.

DISCLAIMER

This request does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request. This request is not a contract or commitment of any kind. The proposal submitted will become the property of the City and may be used by the City in any way deemed appropriate. The City reserves the right to accept or reject, in part or in its entirety, the qualifications submittal if such action is deemed to be in the best interest of the City.

PRIMARY CONTACT INFORMATION FOR CITY PROJECT MANAGER

Nicole Campbell, Associate Planner
25541 Barton Rd, Loma Linda, CA 92354
ncampbell@lomalinda-ca.gov | 909-799-2827

SECONDARY CONTACT INFORMATION

Lorena Matarrita, Community Development Director
25541 Barton Rd, Loma Linda, CA 92354
lmatarrita@lomalinda-ca.gov | 909-799-2839

ATTACHMENTS

A. Standard Agreement
B. Insurance Information
C. Site Plan
D. Tentative Tract Map

ATTACHMENT A
CITY OF LOMA LINDA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of _____, between the City of Loma Linda, a municipal corporation ("City") and _____ (Consultant name), 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 _____and shall remain and continue in effect until _____, unless otherwise terminated pursuant to 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: Name of Person
Name of Company
Address
City, CA 90000

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

RFP

EXHIBIT B

Schedule of Performane and Cost Estimate

ATTACHMENT B

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.

(5) **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 $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(6) **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.

(7) **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.

(8) **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 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 official, 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 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 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.

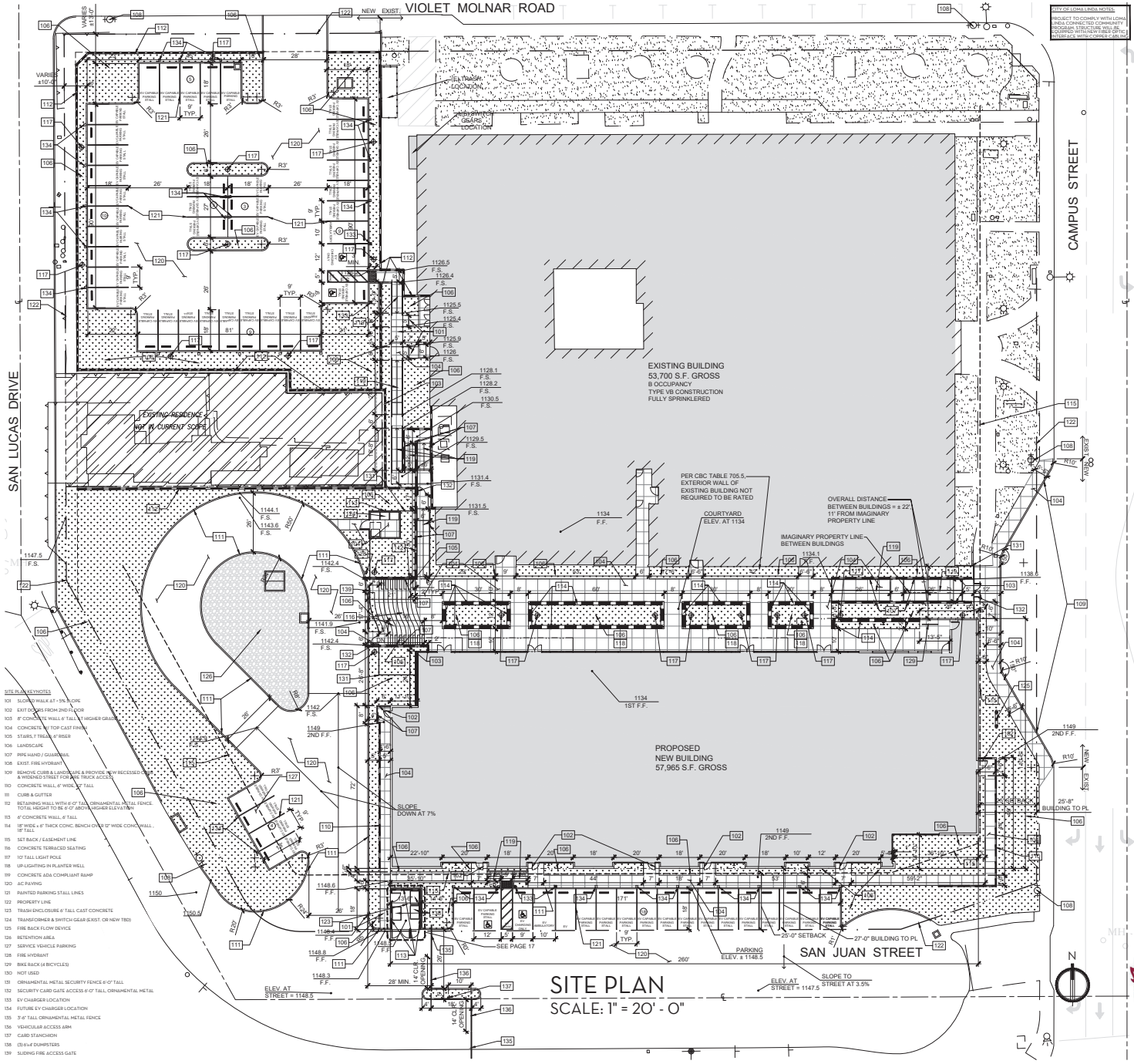
(j) Claims Made Policies

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.

ATTACHMENT C
SITE PLAN



SITE PLAN
SCALE: 1" = 20' - 0"

SITE PLAN KEYNOTES

101 SLOPED WALK AT +5% SLOPE
102 EXIT DOORS FROM 2ND FLOOR
103 8" CONCRETE WALL 6' TALL W/ HIGHER GRADE
104 CONCRETE W/ TOP CAST FINISH
105 STAIRS, 7 TREAD, 6" RISER
106 LANDSCAPE
107 PIPE HAND / GUARDRAIL
108 EXIST. FIRE HYDRANT
109 REMOVE CURB & LANDSCAPE & PROVIDE NEW RECESSED CURB & WIDENED STREET FOR FIRE TRUCK ACCESS
110 CONCRETE WALL, 6" WIDE, 30" TALL
111 CURB & GUTTER
112 RETAINING WALL WITH 6'-0" TALL ORNAMENTAL METAL FENCE. TOTAL HEIGHT TO BE 6'-0" ABOVE HIGHER ELEVATION
113 6" CONCRETE WALL, 6' TALL
114 18" WIDE x 6" THICK CONC. BENCH OVER 12" WIDE CONCRETE WALL, 18" TALL
115 SET BACK / EASEMENT LINE
116 CONCRETE TERRACED SEATING
117 10' TALL LIGHT POLE
118 UP-LIGHTING IN PLANTER WELL
119 CONCRETE ADA COMPLIANT RAMP
120 AC PAVING
121 PAINTED PARKING STALL LINES
122 PROPERTY LINE
123 TRASH ENCLOSURE & TALL CAST CONCRETE
124 TRANSFORMER & SWITCH GEAR (EXIST. OR NEW TBD)
125 FIRE BACK FLOW DEVICE
126 RETENTION AREA
127 SERVICE VEHICLE PARKING
128 FIRE HYDRANT
129 BIKE RACK (4 BICYCLES)
130 NOT USED
131 ORNAMENTAL METAL SECURITY FENCE 6'-0" TALL
132 SECURITY CARD GATE ACCESS 6'-0" TALL, ORNAMENTAL METAL
133 EV CHARGER LOCATION
134 FUTURE EV CHARGER LOCATION
135 3'-6" TALL ORNAMENTAL METAL FENCE
136 VEHICULAR ACCESS ARM
137 CARD STANCHION
138 (3) 6'x4' DUMPSTERS
139 SLIDING FIRE ACCESS GATE

CITY OF LOMA LINDA NOTES:

PROJECT TO COMPLY WITH LOMA LINDA MUNICIPAL CODE. PROGRAM STRUCTURE WILL BE EQUIPPED WITH NEW FIBER OPTIC INTERFACE WITH COPPER CABLING

PROJECT INFORMATION:

- ADDRESS: 11262 CAMPUS ST., LOMA LINDA, CA 92354
- APN: 0284 - 074 - 01, 02, 06, 07, 13, 14, 27, & 32.
- ZONE: EXISTING - I-HC & R1 PROPOSED - I-HC
- PROPOSED USE: EDUCATION ABOVE 12TH GRADE & ADMINISTRATIVE OFFICES
- SITE AREA: 153,626
- FAR: REQ. = 1.0 PROPOSED = .73
- LANDSCAPE AREA: 54,640 S.F. (22% OF SITE)
- PROPOSED BUILDING: PROPOSED 3 STORY = 58,220 S.F. GROSS + 530 ROOF S.F. GROSS + 800 S.F. EXTERIOR COVERED USABLE AREA
  USABLE AREA = 39,550 S.F. GROSS
- OCCUPANTS: 2,227
- ADA STALLS REQUIRED PER CBC TABLE 11B-208.2 = 2 STANDARD, 1 VAN PROVIDED = 2 STANDARD, 2 VAN
- PARKING PROVIDED: 61
  E.V.C. STANDARD STALL 9'-0" x 18'-0" = 49 (13 - 7 EVSE + 6 REQ.)
  E.V.C. SERVICE VEHICLE STALL 9'-0" x 18'-0" = 4
  E.V.C. AMBULATORY STALL W/ CHARGING STATION 10'-0" x 18'-0" = 2
  E.V.C. ADA PARKING STALL 9'-0" x 18'-0" = 1
  E.V.C. ADA PARKING STALL W/CHARGING STATION 9'-0" x 18'-0" = 1 (1 REQ. PER TABLE 11B-228.3.2.1, 1)
  E.V.C. ADA VAN PARKING STALL 12'-0" x 18'-0" = 1
  E.V.C. ADA VAN PARKING STALL W/CHARGING STATION 12'-0" x 18'-0" = 1 (1 REQ. PER TABLE 11B-228.3.2.1)
  E.V.C. STANDARD STALL W/CHARGING STATION 9'-0"x18'-0" = 2 (3 REQ. 6 PROVIDED ADDING THE ABOVE 1 ADA, 1 VAN ADA & 2 AMBULATORY)
  TOTAL STALLS = 61

SCOPE OF WORK

- DEMOLITION OF ±17,480 S.F., EXISTING 1 STORY STRUCTURES
- CONSTRUCTION OF NEW 3 STORY BUILDING FOR EDUCATIONAL USE ABOVE 12TH GRADE AND ADMINISTRATIVE OFFICES
- NEW PARKING LOT

PROPOSED BUILDING INFORMATION

- AREA = 58,220 S.F. GROSS
- 3 STORIES
- OCCUPANCY - A3 & B, USING A3 FOR AREA JUSTIFICATION, BUILDING HEIGHT AND NUMBER OF STORIES AS MOST RESTRICTIVE OCCUPANCY
- FULLY SPRINKLERED
- TYPE IIB CONSTRUCTION

BUILDING AREAS

- CBC 506.2 NOTES THAT THE AREA OF EACH STORY OF BUILDINGS WITH A MAX. OF 3 FLOORS SHALL NOT EXCEED THAT DETERMINED BY EQUATION 5-1. THIS IS PER STORY
- ALLOWABLE AREA PER STORY:
  $A_a = A_t + (NS \times I_f)$
  A_t = 28500 NS = 9500 I_f = .5 - PER TABLE 506.3.3
  A_a = 28500 + (9500 × .5) = 33,250
- PROPOSED AREA PER FLOOR:
  1ST FLOOR - INCLUDING ELEVATOR = 12,225 < 33250
  2ND FLOOR - EXCLUDING SHAFTS & ELEVATOR = 22,704 < 33250
  3RD FLOOR - EXCLUDING SHAFTS & ELEVATOR = 23,291 < 33250

FIRE RESISTANCE & RATING REQUIREMENTS

TABLE 601 - TYPE IIB CONSTRUCTION TYPE

- STRUCTURAL FRAME: 0
- EXTERIOR BEARING WALLS: 0
- INTERIOR BEARING WALLS: 0
- EXTERIOR NON-BEARING WALLS: OHR *SEE WORK BELOW
- INTERIOR NON-BEARING WALLS: OHR
- FLOOR CONSTRUCTION & 2ND MEMBERS: OHR
- ROOF CONSTRUCTION & 2ND MEMBERS: OHR

*NORTH DISTANCE TO EXISTING BUILDING IS 22' AT WORSE CONDITION. IMAGINARY PROPERTY LINE IS AT 11'-0" FROM BUILDING. RATING IS 0 PER TABLE 705.5

OCCUPANTS SEPARATION - CBC 508.3 HAS NON-SEPARATED OCCUPANCIES AND IS JUSTIFIED BY MOST RESTRICTIVE A3 OCCUPANCY, PER CALCULATION NOTED IN CBC SECTION 506.2.1, EQUATION 5-1

EXIT PASSAGE/CORRIDOR: CBC 1020.1 - BUILDING IS FULLY SPRINKLERED, B AND A3 OCCUPANTS, PER TABLE 1020.2, EXIT CORRIDOR IS NOT REQUIRED TO BE FIRE RATED

STAIRS - CBC 1023 - STAIRS TO BE 1 HOUR RATED, CONSTRUCTED AS A FIRE BARRIER PER CBC 707. DOORS TO STAIRS TO BE 1 HOUR PER TABLE 716.1(2), WITH 100 SQUARE INCH, MAX. VISION PANEL. NOTE: OPEN STAIRS ARE NOT BEING USED AS AN EXIT COMPONENTS AND ARE NOT REQUIRED TO BE ENCLOSED PER CBC 1023

SHAFTS - CBC 713.4 - DUCT SHAFTS TO BE 1 HOUR FIRE BARRIER CONSTRUCTION COMPLIANT TO CBC 707. ELEVATOR ENCLOSURES TO BE CONSTRUCTED AS SHAFT ENCLOSURE PER CBC 712 AND 713, 1 HOUR RATED PER CBC 713.4.

EXITING REQUIRED - SEE EXITING PLAN

TRAVEL DISTANCE TO EXIT

- MAX. REQ. CBC TABLE 1017.2, B OCCUPANCCY, FULLY SPRINKLERED = 300'
- MAX. REQ. TABLE 1017.2, A3 OCCUPANCY, FULLY SPRINKLERED = 250'
- WORSE CASE TRAVEL DISTANCE (SEE EXITING PLAN)

REQUIRED PLUMBING FIXTURES PER CPC TABLE 422.1

A3 - 1998 OCC.

999 MEN		999 WOMEN		118 MEN	118 WOMEN
4 WC		12 WC		3 WC	8 WC
5 URINAL				2 URINAL	
5 LAV		7 LAV		2 LAV	5 LAV
5 D.F.				1 D.F.	
1 JAN. SINK				1 JAN SINK	

B - 229 OCC.

TOTAL REQUIRED/PROVIDED FIXTURES

MEN		WOMEN		GENERAL	
REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED
7 WC	10 WC	20 WC	21 WC	6 D.F.	6 D.F.
7 URINAL	11 URINAL			2 JAN. SINK	5 JAN. SINK
7 LAV	12 LAV	10 LAV	14 LAVS		

BUILDING HEIGHT JUSTIFICATION

- HEIGHT - CBC TABLE 504.3 = 75' PROPOSED = 60'
- NUMBER OF FLOORS TABLE 504.4 = 5 PROPOSED = 3

CALIFORNIA GREEN BUILDING STANDARDS

SITE REQUIREMENTS

BICYCLE PARKING, CGBS 5.106.4.1
- TOTAL PARKING STALLS = 61
- REQUIRED BICYCLE PARKING FOR VISITOR SPACES = 5% PER 5.106.4.1.1 SHORT TERM, THERE ARE NO LONG TERM TENANTS FOR THIS PROJECT.
- TOTAL BICYCLE PARKING REQUIRED = 5% = 61 × .4 PROVIDED 4 PERMANENT ANCHORED COVERED BICYCLE RACKS

ELECTRIC VEHICLE PARKING CGBS TABLE 5.106.5.3.1
- EVCS PROVIDED W/ EVSE = 7 (5 REQ.)
- TOTAL E.V PROVIDED = 54 + 7EVSE = 61 (15 REQ.)

BUILDING REQUIREMENTS

- ENTRY ORIENTINGS
  - CGBS - 5.407.2.2 - PRIMARY EXTERIOR ENTRIES REQUIRED TO HAVE 4'-0" RECESSED OR OVERHANGING WITH 2 NON-ABSORBENT FLOOR & WALL FINISHES
- VOC REQUIREMENTS
  - CGBS - 5.504.4.1 - 5.504.4.3
  - VOC FOR GLUE, COMPLY WITH TABLE 5.504.1.61
  - VOC FOR PAINTS, COMPLY WITH TABLE 5.504.4.3

CALIFORNIA ENERGY CODE REQUIREMENTS

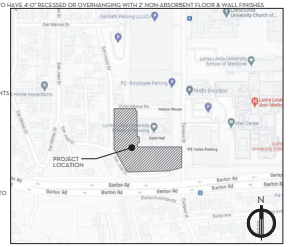
CEC

- 110.6 - FENESTRATION & DOORS
- 110.6.1 - AIR LEAKAGE,
  - FENESTRATION IS FIELD FABRICATED - NO REQUIREMENTS
  - EXTERIOR DOORS - 1.0 CFM/ S.F. DOUBLE DOORS
  - 0.3 CMS/ S.F. SINGLE DOORS
- 110.6.2 - U-FACTOR FOR GLASS, TABLE 110.6A
  - METAL/THERMAL BREAK
  - DUAL GLAZED
  - U FACTOR = .29 MIN.
- 110.6.3 - SHGC FOR GLASS, TABLE 110.6B
  - METAL/THERMAL BREAK
  - DUAL GLAZED
  - SHGC = .3 MIN.

CEC 110.7 - AIR LEAKAGE - ALL JOINTS/PENETRATIONS/OPENINGS TO BE CAULKED, GASKETED, WEATHER STRIPPED AND SEALED

CEC 110.10 (B) 1B - SOLAR REQUIRED
ROOF AREA = 24628 S.F.
REQUIRED SOLAR AREA = 15% OF 24628 = 3732 S.F.
PROVIDED SOLAR = 3500 S.F. = 21%>15%

CEC 140.3 BUILDING ENVELOPE REQUIRED
140.3 (a) I-W
ROOF SOLAR REFLECTANCE = 0.7>
ROOF THERMAL EMITTANCE = 0.86 MIN.
ROOF INSULATION - R-30, SEE MECH. CALCS
WALL INSULATION - R-19, SEE MECH. CALCS



VICINITY MAP

PLANNING SUBMITTAL 7/19/2024

LOMA LINDA UNIVERSITY
School of Nursing

437 S. CATARACT AVE. STE. 6
SAN DIMAS, CA 91773
(626) 963-40444
ADAY | ARCHITECTS

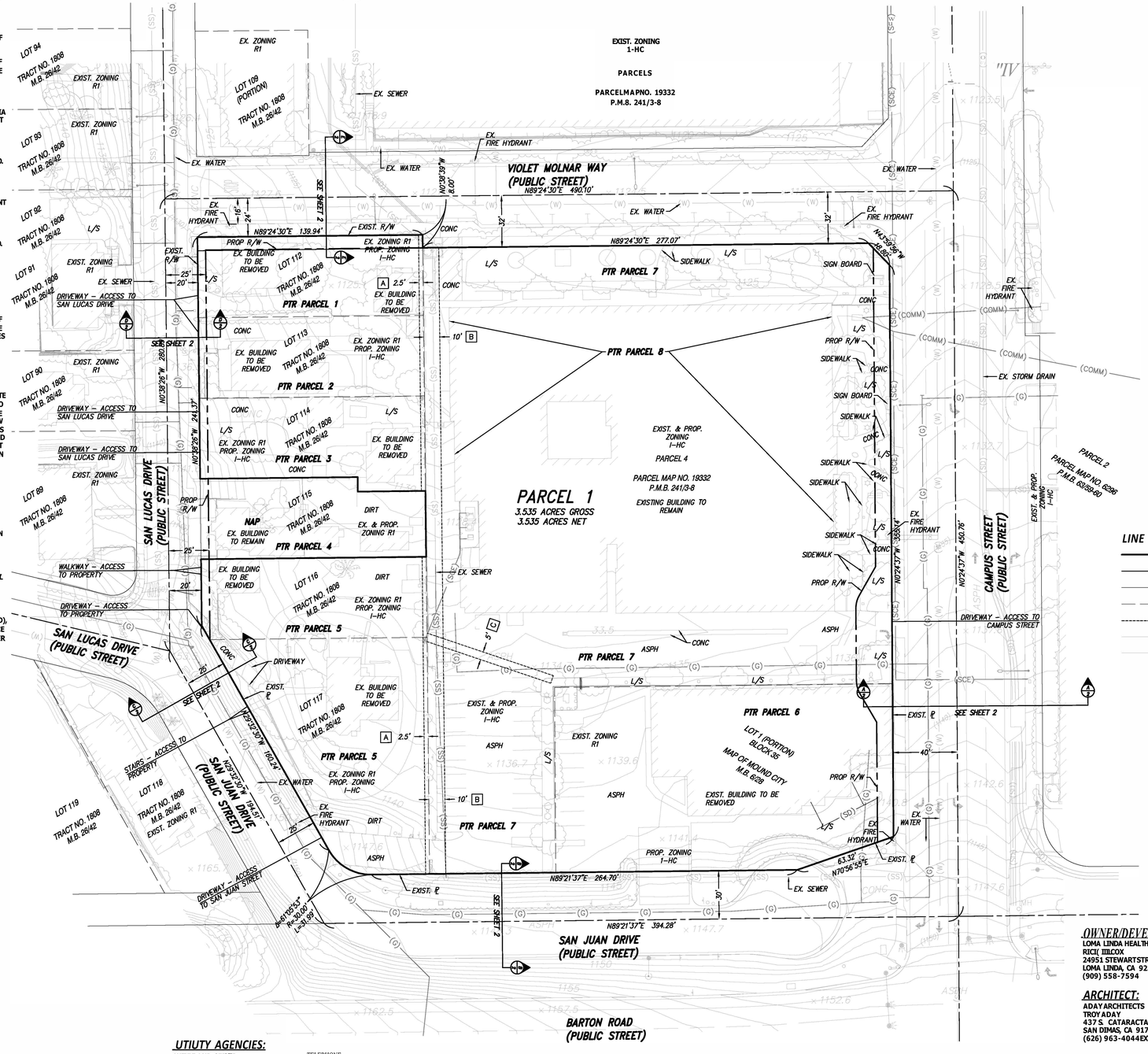
ATTACHMENT D
TENTATIVE PARCEL MAP

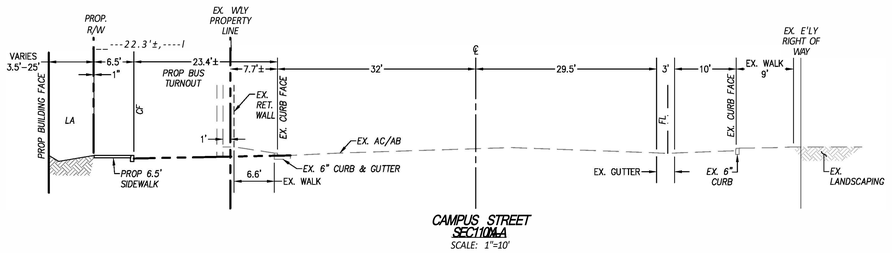
TENTATIVE PARCEL MAP NO. 20785

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

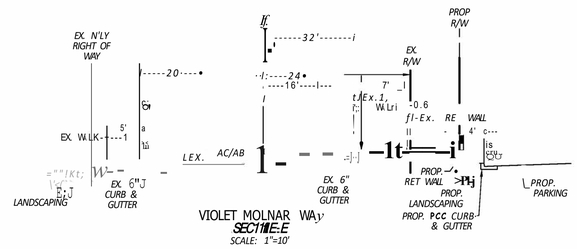
LOT 112 THROUGH 117 OF TRACT NO. 1808, IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 26, PAGE 42 OF MAPS, IN OFACE OF THE COUNTY RECORDER OF SAID COUNTY, AND THE EAST 210 FEET OF THE NORTH 120 FEET OF THE SOUTH 150 FEET OF LOT 1, BLOCK 35, MOUND CITY, IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 28, RECORDS OF SAID COUNTY

FOR LOT CONSOL/DA'f/ON PURPOSES

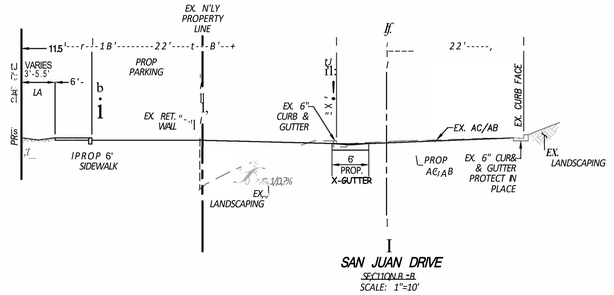

EX. ZONING R1
EXIST. ZONING R1
LOT 94 TRACT NO. 1808 M.B. 26/42
LOT 93 TRACT NO. 1808 M.B. 26/42
LOT 92 TRACT NO. 1808 M.B. 26/42
LOT 91 TRACT NO. 1808 M.B. 26/42
LOT 90 TRACT NO. 1808 M.B. 26/42
LOT 89 TRACT NO. 1808 M.B. 26/42
LOT 109 (PORTION) TRACT NO. 1808 M.B. 26/42
EX. SEWER
EX. WATER
EX. FIRE HYDRANT
VIOLET MOLNAR WAY (PUBLIC STREET)
N89°24'30"E 490.10'
EXIST. ZONING 1-HC
PARCELS
PARCEL MAP NO. 19332
P.M.B. 241/3-8
SEE SHEET 2
N89°24'30"E 139.94'
EXIST. R/W
PROP. R/W
EX. BUILDING TO BE REMOVED
EX. ZONING R1 PROP. ZONING I-HC
PTR PARCEL 1
PTR PARCEL 2
PTR PARCEL 3
PTR PARCEL 4
PTR PARCEL 5
PTR PARCEL 6
PTR PARCEL 7
PTR PARCEL 8
N89°24'30"E 277.07'
SIGN BOARD
SIDEWALK
EX. STORM DRAIN
EXIST. & PROP. ZONING I-HC
PARCEL 4
PARCEL MAP NO. 19332 P.M.B. 241/3-8
EXISTING BUILDING TO REMAIN
PARCEL 1
3.535 ACRES GROSS
3.535 ACRES NET
PARCEL 2
PARCEL MAP NO. 8296 P.M.B. 68/39-80
SAN LUCAS DRIVE (PUBLIC STREET)
SAN JUAN DRIVE (PUBLIC STREET)
CAMPUS STREET (PUBLIC STREET)
BARTON ROAD (PUBLIC STREET)
DRIVEWAY – ACCESS TO SAN LUCAS DRIVE
DRIVEWAY – ACCESS TO CAMPUS STREET
DRIVEWAY – ACCESS TO SAN JUAN STREET
WALKWAY – ACCESS TO PROPERTY
STAIRS – ACCESS TO PROPERTY
DRIVEWAY
LOT 119 TRACT NO. 1808 M.B. 26/42
LOT 118 TRACT NO. 1808 M.B. 26/42
LOT 117 TRACT NO. 1808 M.B. 26/42
LOT 116 TRACT NO. 1808 M.B. 26/42
LOT 115 TRACT NO. 1808 M.B. 26/42
LOT 114 TRACT NO. 1808 M.B. 26/42
LOT 113 TRACT NO. 1808 M.B. 26/42
LOT 112 TRACT NO. 1808 M.B. 26/42
LOT 1 (PORTION) BLOCK 35 MAP OF MOUND CITY M.B. 6/28
EXIST. BUILDING TO BE REMOVED
EXIST. & PROP. ZONING I-HC
PROP. ZONING I-HC
EXIST. ZONING R1
ASPH
CONC
L/S
DIRT
NAP
SEE SHEET 2
N89°21'37"E 264.70'
N89°21'37"E 394.28'
N70°56'58"E 63.32'
N24°37'W 350.14'
N24°37'W 450.76'
Δ=61°52'54" R=300.00' L=323.99'
N0°38'26"W 241.37'
N0°38'26"W 280.00'
N29°32'30"W 184.67'
N0°38'39"W 8.00'
EXIST. & PROP. ZONING I-HC
EXIST. BUILDING TO BE REMOVED
PROP. ZONING I-HC
EXIST. ZONING R1
EXIST. & PROP. ZONING I-HC
EXIST. ZONING R1
EXIST. BUILDING TO BE REMOVED
EX. BUILDING TO REMAIN
EX. & PROP. ZONING R1
EX. BUILDING TO BE REMOVED
EX. ZONING R1 PROP. ZONING I-HC



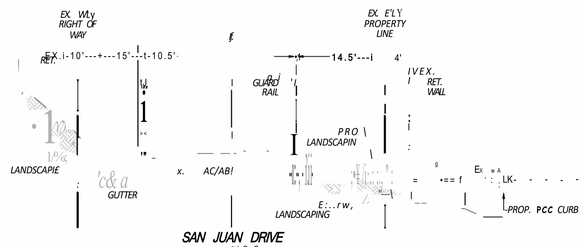
CAMPUS STREET
SEC110M-A
SCALE: 1"=10'



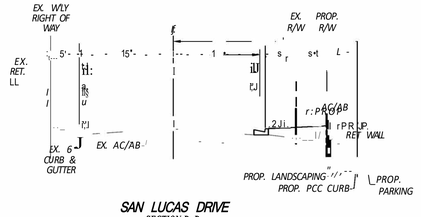
VIOLET MOLNAR WAy
SECTIIE-E
SCALE: 1"=10'



SAN JUAN DRIVE
SEC110N.B-B
SCALE: 1"=10'



SAN JUAN DRIVE
SE:C11f/.C-C
SCALE: 1"=10'



SAN LUCAS DRIVE
SECTION D-D
SCALE: 1"=10'

TENTATIVE PARCEL MAP NO. 20785
LOMA LINDA UNIVERSITY
LOMA LINDA, CALIFORNIA

NO.:	REVISION:	OAT:

ISSUE: PRELIMINARY
7/18/2024
CIIECKEO:JWL ORAMI:CPP
ORAWING RIE:23-633ttm102
NO: 23-633
SHEET NUMBER: 2
OF 3 SHEETS
SCALE: 1" = 10'

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Sh. 220
Anaheim Hills, California 92808
(714) 685-6860

t•L----------i----------r----------i----------1

NOT FOR CONSTRUCTION

BENCHMARK INFORMATION

THE ELEVATIONS SHOWN HEREON ARE BASED ON THE FOLLOWING BENCHMARK:

BM No.: LLBM 81–05 ELEV.: 1152.045' (CITY OF LOMA LINDA BENCHMARK)
DATUM: NAVD 88
DESCRIPTION: BRASS CAP IN CONC. SIGNAL BASE, N.W. CORNER AT INT. OF BARTON RD. AND CAMPUS ST.

CONCEPTUAL CONSTRUCTION NOTES

1. INSTALL PAVING
2. CONSTRUCT PCC CURB
3. CONSTRUCT PCC CURB & GUTTER
5. CONSTRUCT PCC SIDEWALK
6. CONSTRUCT 6' WIDE PCC X-GUTTER
7. INSTALL GRATE INLET
8. INSTALL TRENCH DRAIN
9. CONSTRUCT CATCH BASIN
10. INSTALL TRENCH DRAIN

PRELIMINARY EARTHWORK CALCULATIONS

EARTHWORK VOLUMES	CUT (CY)	FILL (CY)
RAW	7,620	8,880
TOTAL	7,620	8,880

NET = 1,260 CY IMPORT

THE ABOVE QUANTITIES DO NOT REFLECT OR ANY SPECIAL CONDITIONS THAT MAY BE SPECIFIED IN THE PRELIMINARY SOILS REPORT AND ARE FOR REFERENCE AND FEE PURPOSES ONLY. SINCE THE ENGINEER CANNOT CONTROL THE EXACT METHOD OR MEANS USED BY THE CONTRACTOR DURING GRADING OPERATION, NOR CAN THE ENGINEER GUARANTEE THE EXACT SOIL CONDITION OVER THE ENTIRE SITE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL EARTHWORK QUANTITIES FOR BIDDING, CONTRACT, AND CONSTRUCTION PURPOSES. IF IT APPEARS THERE WILL BE AN EXCESS OR SHORTAGE OF MATERIAL, THE CONTRACTOR MAY NOTIFY THE ENGINEER TO DETERMINE IF POSSIBLE GRADE ADJUSTMENTS CAN BE MADE TO ALLEVIATE SAID MATERIAL EXCESS OR SHORTAGE.

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

NO.: REVISION: DATE:

PROJECT: **LLU NURSING SCHOOL**
11262 CAMPUS ST
LOMA LINDA, CA 92354

DRAWING NAME: **CONCEPT GRADING PLAN**

ISSUE:	CONCEPT
DATE:	7/18/2024
CHECKED: GRC	DRAWN: MS
DRAWING FILE: 23633CG01	
PROJECT NO.: 23-633	
SHEET NUMBER:	3
OF	3 SHEETS
SCALE: AS SHOWN	

GRAPHIC SCALE: 1 INCH = 20 FT

FILENAME: M:\2023\23-633 Loma Linda Nursing Facility\CONCEPTUAL\23-633 CG01.dwg, LAST SAVED ON: Jul 18 2024 11:07am PLOTTED BY: MEGAN, ON: Jul 18 2024 11:07am, DFG

Exhibit B

6. PROJECT SCHEDULE

Initial Study/Mitigated Negative Declaration

CSG's proposed schedule for an IS/MND is provided below in Table 1.

Table 1
IS/MND - Schedule

Tasks	Week
Task 1 Kickoff and Project Description	
Task 1.1 Kickoff Meeting	1
Task 1.2 Data Collection and Site Visit	1
Task 1.3 Project Description	1-3
Task 2 Technical Analyses	
Task 2.1 Air Quality, Greenhouse Gas, and Energy Impact Analysis[1]	6
Task 2.2 Biological Resources Analysis	4
Task 2.3 Cultural Resources Analysis[2]	12
Task 2.4 Noise Impact Analysis	5
Task 2.5 Transportation Impact Analysis[1]	6
Task 3 Initial Study/Mitigated Negative Declaration	
Task 3.1 Administrative Draft Initial Study/Mitigated Negative Declaration[3]	8
Task 3.2 Preliminary Draft Initial Study/Mitigated Negative Declaration	10
Task 3.3 Completion of the Public Review Draft Initial Study/Mitigated Negative Declaration	12
Task 3.4 Response to Comments[4]	17
Task 3.5 Mitigation Monitoring and Reporting Program	17
Task 3.6 Final Initial Study/Mitigated Negative Declaration	18
Task 4 Project Management and Meetings	**Ongoing**
Task 4.1 Project Management	Ongoing
Task 4.2 Project Meetings	Ongoing
Hearings	**To Be Determined**

Note:

[1] Assumes the in-house trip generation forecast and intersection traffic volumes are completed by Ganddini Group within 2 weeks of project initiation.

[2] The workload at the SCCIC and the NAHC has resulted in records searches taking a month or more; the study may be completed in a maximum of 3 months.

[3] This schedule assumes that the Administrative Draft IS/MND may be submitted without the cultural/tribal cultural resources section, which will be provided upon conclusion of the tribal consultation.

[4] Assumes one week for City review of document between drafts

7. PRICING PROPOSAL

Initial Study/Mitigated Negative Declaration

CSG's proposed budget for an IS/MND is provided below in Table 2.

Table 2
IS/MND – Budget

Task	Description	Cost
1.0 Kickoff and Project Description		
1.1	Kickoff Meeting	$1,000
1.2	Data Collection and Site Visit	$1,000
1.3	Project Description	$2,500
	Task 1.0 Subtotal	**$4,500**
2.0 Technical Analyses		
2.1	Air Quality, Greenhouse Gas Emissions, and Energy Impact Analysis	$7,500
2.2	Biological Resources Analysis	$4,180
2.3	Cultural Resources Analysis	$17,930
2.4	Noise Impact Analysis	$7,500
2.4.6	*Construction Noise Mitigation Plan (OPTIONAL TASK)*	*$4,730*
2.5	Transportation Impact Analysis	
2.5.1.1	VMT-Screening Assessment Only	$3,080
2.5.1.2	*VMT Modeling/Mitigation (OPTIONAL TASK)*	*$9,020*
	Task 2.0 Subtotal (with OPTIONAL tasks)	***$53,940***
	Task 2.0 Subtotal (without OPTIONAL tasks)	**$40,190**
3.0 Initial Study/Mitigated Negative Declaration		
3.1	Administrative Draft IS/MND	$18,830
3.2	Preliminary Draft IS/MND	$4,080
3.3	Public Review Draft IS/MND	$2,050
3.4	Responses to Comments	$2,465
3.5	MMRP	$1,275
3.6	Final IS/MND	$1,275
	Task 3.0 Subtotal	**$29,975**
4.0 Project Management and Meetings		
4.1	Project Management	$2,500
4.2	Project Meetings	$3,500
	Task 4.0 Subtotal	**$6,000**
	Direct Costs	**$200**
	TOTAL (with OPTIONAL tasks)	***$94,615***
	TOTAL (without OPTIONAL tasks)	**$80,865**

City of Loma Linda

Regular City Council Staff Report

F. Agreement for Professional Services with Moore Iacofano Goltsman, Inc. (MIG) [Community Development]

Staff recommends the City Council take the following actions:

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Consent Calendar Item: 3F.
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 Agreement for Moore Iacofano Goltsman, Inc. (MIG) to provide consultant services for the Community Development Department to assist with the comprehensive review and documentation for Master Development Application (MDA) No. 2024-0025; General Plan Amendment (GPA) No. 2024-0003; Zone Map Amendment (ZMA) No. 2024-0002; Tentative Parcel Map (TPM) (Map No. 20785) No. 2024-0003; Minor Use Permit No. 2024-0001; Precise Plan of Design (PPD) No. 2024-0005 for the Loma Linda University School of Nursing Expansion; and,
2. AUTHORIZE the use of funds to be deposited as a pass-through fee in the amount of $65,900, which includes a 10% contingency fee. These funds will be paid by the applicant to cover the costs of the comprehensive planning review and process.

BACKGROUND:

The City received an application for the expansion of the Loma Linda University School of Nursing building (the “project”), which includes a General Plan land use amendment and a zoning designation change from Medium Density Residential (R2) to Institutional Healthcare (I-HC) for approximately 2.3 acres. The project also proposes the consolidation of seven parcels into one via a Tentative Parcel Map, a Minor Use Permit to review the use of public and private parking lots, and a Precise Plan of Design for the demolition of an existing academic building and five residential dwellings and development of a three-story, 58,220 square-foot academic building, along with a request to vacate a public street (San Juan Drive). The project is located on the northwest corner of Barton Road and Campus Street.

Given the complexity of the project and the range of planning issues involved, the City requires comprehensive planning review services to ensure a thorough evaluation and compliance with all relevant planning regulations. This review will encompass analysis of land use compatibility, zoning and General Plan consistency, parking needs, and state housing law compliance. The selected consultant will work closely with City staff to provide detailed analyses, offer recommendations, and support project coordination to ensure all requirements are addressed.

ANALYSIS:

On September 26, 2024, City Staff sent out a Request for Proposals (RFP) to fifteen (15) firms to for comprehensive planning review services related to the project. Three (3) firms submitted proposals, each with varying levels of experience, approach, and cost. After a thorough evaluation, staff determined that Moore Iacofano Goltsman, Inc. (MIG) was the most suitable choice.

MIG was selected for their competitive cost, experience with California housing law, and ability to manage complex projects. The nature of the proposed project requires a deep understanding of state regulations, and MIG's familiarity with these details makes them well-suited for this work. Their knowledge of the City's General Plan and Development Code further enhances their ability to ensure compliance with local requirements. Additionally, MIG has previously assisted the City with multiple ordinances and was instrumental in developing the City's 6th cycle of the housing element, showcasing their capability to effectively address the City's planning needs while aligning with all relevant standards.

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.

Attachments

Attachment A - Agreement for Consultant Services (with Exhibits).pdf

CITY OF LOMA LINDA

AGREEMENT FOR CONSULTANT SERVICES

COMPREHENSIVE PLANNING REVIEW SERVICES

THIS AGREEMENT is made and effective as of November 12, 2024, between the City of Loma Linda, a municipal corporation ("City") and Moore Iacofano Goltsman, Inc. (MIG), 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 November 12, 2024 and shall remain and continue in effect until November 14, 2026, unless otherwise terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall 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 also 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) Non-design, non-construction Professional Services:
To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its elected officials, officers, employees, volunteers, and agents ("CITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance or CONSULTANT's failure to perform its obligations under this AGREEMENT or out of the operations conducted by CONSULTANT, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT'S performance of this AGREEMENT, the CONSULTANT shall provide a defense to the City Indemnitees or at the CITY's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(b) Non-design, construction Professional Services:
To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of subparagraph (a) of this section. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its elected officials, officers, employees, volunteers, and agents ("CITY Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance or CONSULTANT's failure to perform its obligations under this AGREEMENT or out of the operations conducted by CONSULTANT, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the CITY. In the event the City Indemnitees are made a

party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this AGREEMENT, the CONSULTANT shall provide a defense to the City Indemnitees or at the CITY's option, reimburse the CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(c) Design Professional Services:

In the event CONSULTANT is a "design professional", and the Scope of Services require CONSULTANT to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of subparagraphs (a) or (b) of this section. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) CONSULTANT shall indemnify, defend and hold harmless the CITY and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of CONSULTANT, except to the extent caused by the sole negligence, active negligence or willful misconduct of the CITY. Negligence, recklessness or willful misconduct of any subcontractor employed by CONSULTANT shall be conclusively deemed to be the negligence, recklessness or willful misconduct of CONSULTANT unless adequately corrected by CONSULTANT. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this Agreement, the CONSULTANT shall provide a defense to the City Indemnitees or at the CITY's option, reimburse the CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to CONSULTANT under this paragraph exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

(d) Payment by CITY is not a condition precedent to enforcement of the indemnities in subparagraph (a), (b), or (c) of this section. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the active negligence, sole negligence or willful misconduct of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as having been actively negligent, solely negligent or as having engaged in willful misconduct. Except as otherwise required by Civil Code Section 2782.8, CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. The provisions of this Section 9 shall survive completion of CONSULTANT's services or the termination of this Agreement.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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:	Moore Iacofano Goltsman, Inc. (MIG) 109 W. Union Avenue Fullerton, CA 92832

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.

CONSULTANT: Moore Iacofano Goltsman, Inc. (MIG) CITY: City of Loma Linda

By:_____ By:_____
Signature *Signature*

Name:_____ Name: T. Jarb Thaipejr
Typed/Printed *Typed/Printed*

Title: _____ Title: City Manager

ATTEST: APPROVED AS TO FORM:

_____ _____
Lynette Arreola, City Clerk Diane Robbins, City Attorney

EXHIBIT A

City of Loma Linda

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

Community Development Department

REQUEST FOR PROPOSALS
FOR
CONSULTANT SERVICES

RELEASE DATE: SEPTEMBER 26, 2024

SUBMITTAL DEADLINE: OCTOBER 14, 2024

INTRODUCTION

The City of Loma Linda (City) is seeking proposals from planning consultant firms (Consultant) to assist with the comprehensive review and documentation for the proposed Master Development Application (MDA) No. 2024-0025 and associated permits (the "Project"), as described below. This project involves a significant redevelopment effort, including amendments to the General Plan, zoning changes, and various permits.

The selected Consultant will be responsible for ensuring that all aspects of the Project comply with state and local regulations, including the requirements of Senate Bill 330 (SB 330), which addresses the rezoning of residential areas to nonresidential uses. The Consultant will also prepare necessary documentation and analyses, including but not limited to application review, planning reports, and any compliance assessments.

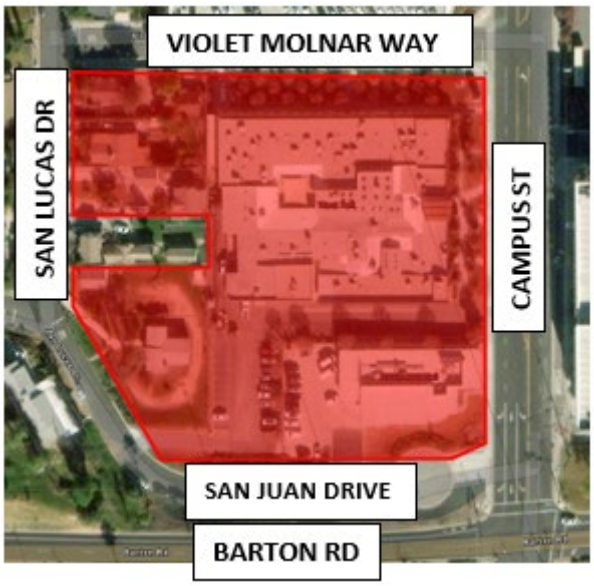
PROJECT DESCRIPTION

The City has received a proposal for the redevelopment of approximately 3.5 acres located at the northwest corner of Barton Road and Campus Street (APNs:0284-074-01, -02, -06, -07, -14, -27, and -32) to construct a new, three-story, 58,220 square-foot academic building. The Project involves the following key components:

- **General Plan Amendment (GPA) No. 2024-0003**: Changing the land use designation from Medium Density Residential (R-2) to Institutional Healthcare (I-HC).
- **Zone Map Amendment (ZMA) No. 2024-0002**: Rezoning from Medium Density Residential (R-2) to Institutional Healthcare (I-HC).
- **Tentative Parcel Map (TPM) No. 2024-0003 (Map No. 20785)**: Consolidating seven parcels into one.
- **Minor Use Permit (MUP) No. 2024-0001**: Reviewing the use of public and private parking lots.
- **Precise Plan of Design (PPD) No. 2024-0005**: Developing a three-story, 58,220 square-foot academic building.
- **Demolition**: Removing an existing academic building and five residential dwellings.
- **Street Vacation**: Requesting to vacate San Juan Drive for a private drive aisle and additional parking for the new academic building.

Additional documents, such as the Preliminary Grading Plan, Preliminary Water Quality Management Plan (WQMP), Parking Letter, and a Fire Access Plan, will be provided to the selected Consultant to support their work.

VICINITY MAP



GENERAL SCOPE OF SERVICES

The Consultant will collaborate closely with City staff and the Applicant to review and analyze the proposed development project. This process will involve evaluating the project site, surrounding land uses, and compliance with relevant planning and zoning regulations through site visits, meetings, research, and other appropriate methods.

The Consultant will be responsible for:

- **Project Analysis**: Assessing the proposed development's consistency with the City's General Plan, zoning regulations, and other applicable policies. This includes evaluating the impacts of the Project on the surrounding area and ensuring it aligns with City planning goals.

- **Permit and Application Review**: Reviewing and preparing necessary documentation for various permits and applications, including a General Plan Amendment, Zone Map Amendment, Tentative Parcel Map, a Minor Use Permit and a Precise Plan of Design. The Consultant will ensure that all documentation is complete, accurate, and compliant with City requirements.

- **Coordination and Communication**: Working with City Staff, the hired CEQA Consultant, the Applicant, and other stakeholders to facilitate the planning review process. This includes participating in meetings, providing recommendations, and addressing any issues or concerns raised during the review.

- **Public Involvement**: Assisting with drafting public notices and responding to inquiries from the public and other agencies. The Consultant will support the City in managing public hearings, presenting the project and findings, and addressing feedback from the community.

TASKS AND DELIVERABLES

The Consultant will collaborate with City staff and the Applicant to ensure the Project complies with City policies, zoning regulations, and overall project requirements. Responsibilities include, but are not limited to, the following:

1. **Kick-Off Meeting**: The Consultant will participate in an initial meeting with City Staff and the Applicant to review the project scope, define data needs, clarify project objectives, and establish a timeline for deliverables.

2. **Project Description**: In coordination with the City Planner, the Consultant will develop a clear and comprehensive project description, detailing the proposed development, required approvals, and other relevant information based on information from the Applicant.

3. **Permit and Documentation Preparation**: The Consultant will be responsible for preparing and reviewing all necessary documents required for project entitlement, ensuring a seamless process from start to finish. This includes but is not limited to:
    a. Preparation of the Public Hearing Notice (for the Planning Commission and City Council meeting).
    b. Staff Reports for both Planning Commission and City Council meetings
    c. A Resolution and Ordinance for the General Plan Amendment and Zone Map Amendment.
    d. Housing Compliance Documentation per SB 330 requirements
    e. Conditions of Approval (using the standard template provided)
    f. PowerPoint in-person presentations for public hearings before the Planning Commission and City Council

4. **Coordination with City Staff and Applicant**: Throughout the review process, the Consultant will confer as needed with City Staff and the Applicant, working as an extension of the City team. This includes regular communication, providing updates, and ensuring the Project remains compliant with City regulations.

5. **Data Review and Analysis**: The Consultant will collect and review all relevant project data, including plans, reports, and technical studies. This analysis will confirm compliance with the City's General Plan, zoning requirements, and other applicable policies.

6. **Public Hearing Participation**: The Consultant will attend public hearings, present the Project, and address any inquiries or concerns raised by decision-makers, including the Planning Commission and City Council. Presentation materials will be prepared by the Consultant.

7. **Draft and Final Deliverables**: All document drafts will be submitted to the City in Microsoft Word format via email. If necessary, larger files will be shared through an FTP or alternative platform. The final scope of services will be refined in collaboration with the selected Consultant and detailed in the services agreement.

REQUIRED VENDOR QUALIFICATIONS

The City of Loma Linda seeks qualified consultants to assist with the project review and associated tasks. At a minimum, the Consultant must demonstrate the following qualifications:

- Proven experience in preparing project descriptions and documentation for municipal approvals.
- Experience working with municipalities of similar size and complexity.
- A track record of successfully managing and completing comparable projects within established deadlines.
- Ability to effectively respond to public comments and engage with community stakeholders.

- Familiarity with the City of Loma Linda community, including its municipal code and General Plan.

Consultants must provide examples and references that showcase their qualifications in these areas.

CITY'S DUTIES

The City of Loma Linda will assume key responsibilities to facilitate the project review process and ensure compliance with municipal regulations. The following outlines the City's specific duties related to the Project.

- The City Planner will serve as the primary point of contact for all project-related questions and tasks.
- The City will handle the mailing or emailing of all meeting notices drafted by the Consultant, as well as post or publish hearing notices as necessary.
- The City will provide document templates from previous projects to the Consultant upon request.
- The City will file CEQA notices with the County and the State on behalf of the Applicant. The Applicant will be responsible for paying for the Notice of Determination and any CEQA filings once the project is approved.
- The City will collaborate with its GIS technician to prepare any necessary amendments to GIS maps.

QUALIFICATION SUBMITTAL REQUIREMENTS

The City of Loma Linda will act as the Lead Agency for this project. Proposals should demonstrate a thorough understanding of the project's requirements, including compliance with SB 330 and other relevant regulations. Firms responding to this request should include the following in their submittal:

1. A firm overview outlining experience, qualifications, and competencies, particularly in:
    a. Planning and project review experience;
    b. California's planning laws;
    c. Ability to present information in an organized format; and
    d. Familiarity with public input process and engagement.
2. Identification of the lead professional and team members responsible for the project, including resumes and relevant experience. If using subcontractors or a joint venture, identify the firms and describe past collaborative projects.
3. A list of similar projects completed by the firm.
4. Identification of any information or support needed from the City or other agencies to complete the project.
5. A detailed approach for the project, including the proposed scope of work and description of tasks, deliverables, and work products.
6. A project schedule with key milestones and timelines.
7. A detailed cost proposal, including hourly rates for all team members involved.
8. Confirmation of the firm's ability to meet the City's standard agreement provisions and insurance requirements (Attachment A).

Proposals should detail the Consultant's approach to addressing the project's complexities and managing the required documentation to ensure timely and compliant project advancement.

PLEASE SUBMIT YOUR RESPONSE NO LATER THAN 4:00PM ON OCTOBER 14, 2024.

Submit one electronic copy of the response packet via email to ncampbell@lomalinda-ca.gov or mail a CD or thumb drive to City Hall to the address listed below (hard copies are no longer accepted):

City of Loma Linda - Community Development Dept.
Attn: Nicole Campbell, Associate Planner
25541 Barton Road
Loma Linda, CA 92354

SELECTION PROCESS

The City will evaluate proposals as they are received and will exercise discretion in selecting a firm that best serves the City's interests. Selection will be based on the criteria outlined in the RFP, as well as the estimated cost of work. The chosen Consultant will enter into a contract with the City of Loma Linda, which will detail the scope of services, budget, and schedule. The final contract must be approved by the City Council. The Agreement period is expected to begin immediately after Council approval, tentatively scheduled for October 22, 2024.

CALIFORNIA PUBLIC RECORDS ACT

It is the Consultant's responsibility to identify information in their proposals and/or responses that they consider confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in strict confidence. All other information will be public.

DISCLAIMER

This request does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request. This request is not a contract or commitment of any kind. The proposal submitted will become the property of the City and may be used by the City in any way deemed appropriate. The City reserves the right to accept or reject, in part or in its entirety, the qualifications submittal if such action is deemed to be in the best interest of the City.

PRIMARY CONTACT INFORMATION FOR CITY PROJECT MANAGER

Nicole Campbell, Associate Planner
25541 Barton Rd, Loma Linda, CA 92354
ncampbell@lomalinda-ca.gov | 909-799-2827

SECONDARY CONTACT INFORMATION

Lorena Matarrita, Community Development Director
25541 Barton Rd, Loma Linda, CA 92354
lmatarrita@lomalinda-ca.gov | 909-799-2839

ATTACHMENT

A. Standard Agreement
B. Insurance Information
C. Site Plan
D. Tentative Tract Map

ATTACHMENT A
CITY OF LOMA LINDA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of _____, between the City of Loma Linda, a municipal corporation ("City") and _____ (Consultant name), 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 _____and shall remain and continue in effect until _____, unless otherwise terminated pursuant to 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: Name of Person
Name of Company
Address
City, CA 90000

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

RFP

EXHIBIT B

Schedule of Performane and Cost Estimate

ATTACHMENT B

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.

(5) **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 $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(6) **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.

(7) **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.

(8) **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 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 official, 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 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 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.

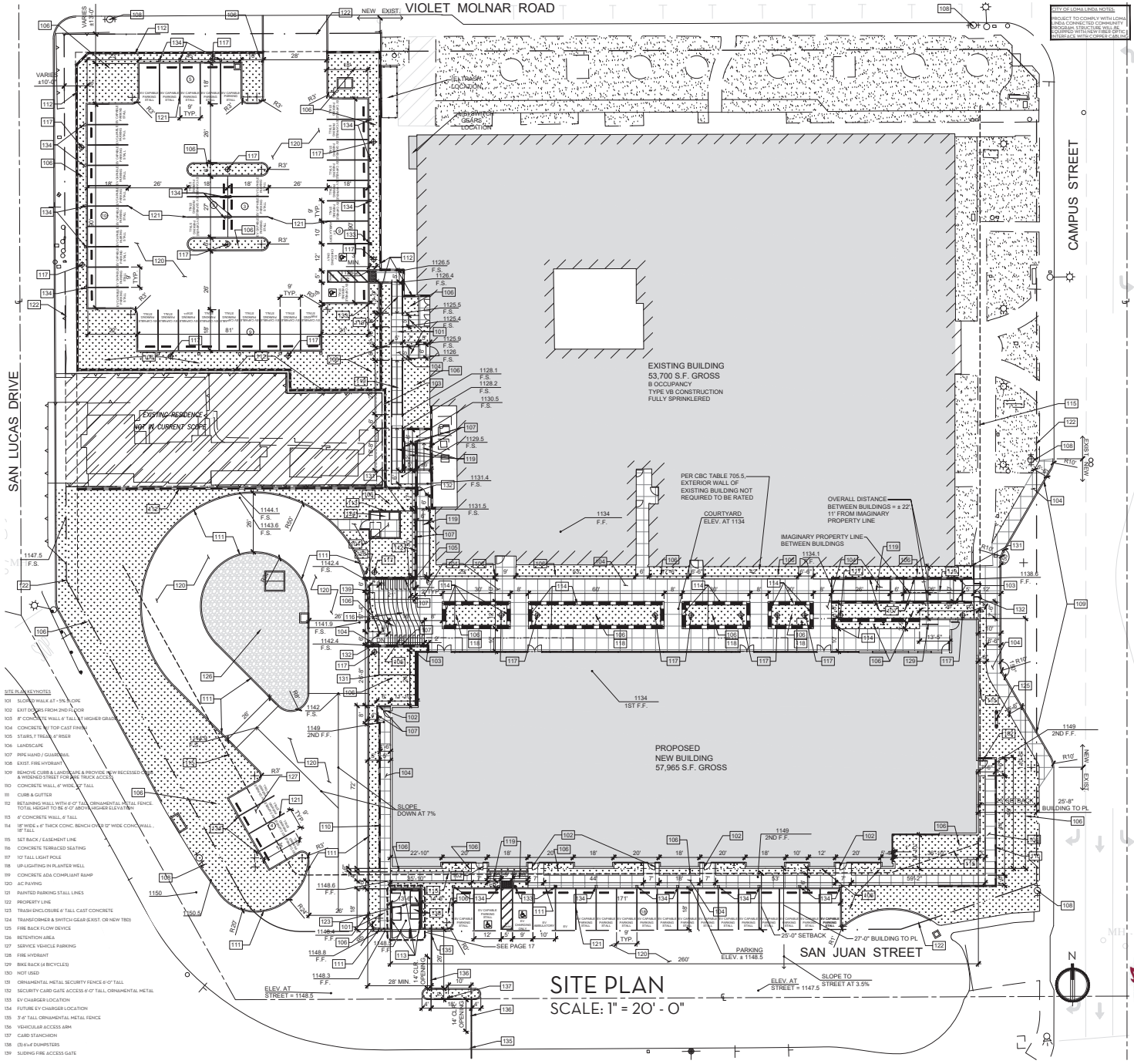
(j) Claims Made Policies

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.

ATTACHMENT C
SITE PLAN



SITE PLAN
SCALE: 1" = 20' - 0"

SITE PLAN KEYNOTES

101 SLOPED WALK AT +5% SLOPE
102 EXIT DOORS FROM 2ND FLOOR
103 8" CONCRETE WALL 6' TALL W/ HIGHER GRADE
104 CONCRETE W/ TOP CAST FINISH
105 STAIRS, 7 TREAD, 6" RISER
106 LANDSCAPE
107 PIPE HAND / GUARDRAIL
108 EXIST. FIRE HYDRANT
109 REMOVE CURB & LANDSCAPE & PROVIDE NEW RECESSED CURB & WIDENED STREET FOR FIRE TRUCK ACCESS
110 CONCRETE WALL, 6" WIDE, 30" TALL
111 CURB & GUTTER
112 RETAINING WALL WITH 6'-0" TALL ORNAMENTAL METAL FENCE. TOTAL HEIGHT TO BE 6'-0" ABOVE HIGHER ELEVATION
113 6" CONCRETE WALL, 6' TALL
114 18" WIDE x 6" THICK CONC. BENCH OVER 12" WIDE CONCRETE WALL, 18" TALL
115 SET BACK / EASEMENT LINE
116 CONCRETE TERRACED SEATING
117 10' TALL LIGHT POLE
118 UP-LIGHTING IN PLANTER WELL
119 CONCRETE ADA COMPLIANT RAMP
120 AC PAVING
121 PAINTED PARKING STALL LINES
122 PROPERTY LINE
123 TRASH ENCLOSURE & TALL CAST CONCRETE
124 TRANSFORMER & SWITCH GEAR (EXIST. OR NEW TBD)
125 FIRE BACK FLOW DEVICE
126 RETENTION AREA
127 SERVICE VEHICLE PARKING
128 FIRE HYDRANT
129 BIKE RACK (4 BICYCLES)
130 NOT USED
131 ORNAMENTAL METAL SECURITY FENCE 6'-0" TALL
132 SECURITY CARD GATE ACCESS 6'-0" TALL, ORNAMENTAL METAL
133 EV CHARGER LOCATION
134 FUTURE EV CHARGER LOCATION
135 3'-6" TALL ORNAMENTAL METAL FENCE
136 VEHICULAR ACCESS ARM
137 CARD STANCHION
138 (3) 6'x4' DUMPSTERS
139 SLIDING FIRE ACCESS GATE

CITY OF LOMA LINDA NOTES:

PROJECT TO COMPLY WITH LOMA LINDA MUNICIPAL CODE. PROGRAM STRUCTURE WILL BE EQUIPPED WITH NEW FIBER OPTIC INTERFACE WITH COPPER CABLING

PROJECT INFORMATION:

- ADDRESS: 11262 CAMPUS ST., LOMA LINDA, CA 92354
- APN: 0284 - 074 - 01, 02, 06, 07, 13, 14, 27, & 32.
- ZONE: EXISTING - I-HC & R1 PROPOSED - I-HC
- PROPOSED USE: EDUCATION ABOVE 12TH GRADE & ADMINISTRATIVE OFFICES
- SITE AREA: 153,626
- FAR: REQ. = 1.0 PROPOSED = .73
- LANDSCAPE AREA: 54,640 S.F. (22% OF SITE)
- PROPOSED BUILDING: PROPOSED 3 STORY = 58,220 S.F. GROSS + 530 ROOF S.F. GROSS + 800 S.F. EXTERIOR COVERED USABLE AREA
  USABLE AREA = 39,550 S.F. GROSS
- OCCUPANTS: 2,227
- ADA STALLS REQUIRED PER CBC TABLE 11B-208.2 = 2 STANDARD, 1 VAN PROVIDED = 2 STANDARD, 2 VAN
- PARKING PROVIDED: 61
  E.V.C. STANDARD STALL 9'-0" x 18'-0" = 49 (13 - 7 EVSE + 6 REQ.)
  E.V.C. SERVICE VEHICLE STALL 9'-0" x 18'-0" = 4
  E.V.C. AMBULATORY STALL W/ CHARGING STATION 10'-0" x 18'-0" = 2
  E.V.C. ADA PARKING STALL 9'-0" x 18'-0" = 1
  E.V.C. ADA PARKING STALL W/CHARGING STATION 9'-0" x 18'-0" = 1 (1 REQ. PER TABLE 11B-228.3.2.1, 1)
  E.V.C. ADA VAN PARKING STALL 12'-0" x 18'-0" = 1
  E.V.C. ADA VAN PARKING STALL W/CHARGING STATION 12'-0" x 18'-0" = 1 (1 REQ. PER TABLE 11B-228.3.2.1)
  E.V.C. STANDARD STALL W/CHARGING STATION 9'-0"x18'-0" = 2 (3 REQ. 6 PROVIDED ADDING THE ABOVE 1 ADA, 1 VAN ADA & 2 AMBULATORY)
  TOTAL STALLS = 61

SCOPE OF WORK

- DEMOLITION OF ±17,480 S.F., EXISTING 1 STORY STRUCTURES
- CONSTRUCTION OF NEW 3 STORY BUILDING FOR EDUCATIONAL USE ABOVE 12TH GRADE AND ADMINISTRATIVE OFFICES
- NEW PARKING LOT

PROPOSED BUILDING INFORMATION

- AREA = 58,220 S.F. GROSS
- 3 STORIES
- OCCUPANCY - A3 & B, USING A3 FOR AREA JUSTIFICATION, BUILDING HEIGHT AND NUMBER OF STORIES AS MOST RESTRICTIVE OCCUPANCY
- FULLY SPRINKLERED
- TYPE IIB CONSTRUCTION

BUILDING AREAS

- CBC 506.2 NOTES THAT THE AREA OF EACH STORY OF BUILDINGS WITH A MAX. OF 3 FLOORS SHALL NOT EXCEED THAT DETERMINED BY EQUATION 5-1. THIS IS PER STORY
- ALLOWABLE AREA PER STORY:
  $A_a = A_t + (NS \times I_f)$
  A_t = 28500 NS = 9500 I_f = .5 - PER TABLE 506.3.3
  A_a = 28500 + (9500 × .5) = 33,250
- PROPOSED AREA PER FLOOR:
  1ST FLOOR - INCLUDING ELEVATOR = 12,225 < 33250
  2ND FLOOR - EXCLUDING SHAFTS & ELEVATOR = 22,704 < 33250
  3RD FLOOR - EXCLUDING SHAFTS & ELEVATOR = 23,291 < 33250

FIRE RESISTANCE & RATING REQUIREMENTS

TABLE 601 - TYPE IIB CONSTRUCTION TYPE

- STRUCTURAL FRAME: 0
- EXTERIOR BEARING WALLS: 0
- INTERIOR BEARING WALLS: 0
- EXTERIOR NON-BEARING WALLS: OHR *SEE WORK BELOW
- INTERIOR NON-BEARING WALLS: OHR
- FLOOR CONSTRUCTION & 2ND MEMBERS: OHR
- ROOF CONSTRUCTION & 2ND MEMBERS: OHR

*NORTH DISTANCE TO EXISTING BUILDING IS 22' AT WORSE CONDITION. IMAGINARY PROPERTY LINE IS AT 11'-0" FROM BUILDING. RATING IS 0 PER TABLE 705.5

OCCUPANTS SEPARATION - CBC 508.3 HAS NON-SEPARATED OCCUPANCIES AND IS JUSTIFIED BY MOST RESTRICTIVE A3 OCCUPANCY, PER CALCULATION NOTED IN CBC SECTION 506.2.1, EQUATION 5-1

EXIT PASSAGE/CORRIDOR: CBC 1020.1 - BUILDING IS FULLY SPRINKLERED, B AND A3 OCCUPANTS, PER TABLE 1020.2, EXIT CORRIDOR IS NOT REQUIRED TO BE FIRE RATED

STAIRS - CBC 1023 - STAIRS TO BE 1 HOUR RATED, CONSTRUCTED AS A FIRE BARRIER PER CBC 707. DOORS TO STAIRS TO BE 1 HOUR PER TABLE 716.1(2), WITH 100 SQUARE INCH, MAX. VISION PANEL. NOTE: OPEN STAIRS ARE NOT BEING USED AS AN EXIT COMPONENTS AND ARE NOT REQUIRED TO BE ENCLOSED PER CBC 1023

SHAFTS - CBC 713.4 - DUCT SHAFTS TO BE 1 HOUR FIRE BARRIER CONSTRUCTION COMPLIANT TO CBC 707. ELEVATOR ENCLOSURES TO BE CONSTRUCTED AS SHAFT ENCLOSURE PER CBC 712 AND 713, 1 HOUR RATED PER CBC 713.4.

EXITING REQUIRED - SEE EXITING PLAN

TRAVEL DISTANCE TO EXIT

- MAX. REQ. CBC TABLE 1017.2, B OCCUPANCCY, FULLY SPRINKLERED = 300'
- MAX. REQ. TABLE 1017.2, A3 OCCUPANCY, FULLY SPRINKLERED = 250'
- WORSE CASE TRAVEL DISTANCE (SEE EXITING PLAN)

REQUIRED PLUMBING FIXTURES PER CPC TABLE 422.1

A3 - 1998 OCC.

999 MEN		999 WOMEN		118 MEN	118 WOMEN
4 WC		12 WC		3 WC	8 WC
5 URINAL				2 URINAL	
5 LAV		7 LAV		2 LAV	5 LAV
5 D.F.				1 D.F.	
1 JAN. SINK				1 JAN SINK	

B - 229 OCC.

TOTAL REQUIRED/PROVIDED FIXTURES

MEN		WOMEN		GENERAL	
REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED
7 WC	10 WC	20 WC	21 WC	6 D.F.	6 D.F.
7 URINAL	11 URINAL			2 JAN. SINK	5 JAN. SINK
7 LAV	12 LAV	10 LAV	14 LAVS		

BUILDING HEIGHT JUSTIFICATION

- HEIGHT - CBC TABLE 504.3 = 75' PROPOSED = 60'
- NUMBER OF FLOORS TABLE 504.4 = 5 PROPOSED = 3

CALIFORNIA GREEN BUILDING STANDARDS

SITE REQUIREMENTS

BICYCLE PARKING, CGBS 5.106.4.1
- TOTAL PARKING STALLS = 61
- REQUIRED BICYCLE PARKING FOR VISITOR SPACES = 5% PER 5.106.4.1.1 SHORT TERM, THERE ARE NO LONG TERM TENANTS FOR THIS PROJECT.
- TOTAL BICYCLE PARKING REQUIRED = 5% = 61 × .4 PROVIDED 4 PERMANENT ANCHORED COVERED BICYCLE RACKS

ELECTRIC VEHICLE PARKING CGBS TABLE 5.106.5.3.1
- EVCS PROVIDED W/ EVSE = 7 (5 REQ.)
- TOTAL E.V PROVIDED = 54 + 7EVSE = 61 (15 REQ.)

BUILDING REQUIREMENTS

- ENTRY ORIENTINGS
  - CGBS - 5.407.2.2 - PRIMARY EXTERIOR ENTRIES REQUIRED TO HAVE 4'-0" RECESSED OR OVERHANGING WITH 2 NON-ABSORBENT FLOOR & WALL FINISHES
- VOC REQUIREMENTS
  - CGBS - 5.504.4.1 - 5.504.4.3
  - VOC FOR GLUE, COMPLY WITH TABLE 5.504.1.61
  - VOC FOR PAINTS, COMPLY WITH TABLE 5.504.4.3

CALIFORNIA ENERGY CODE REQUIREMENTS

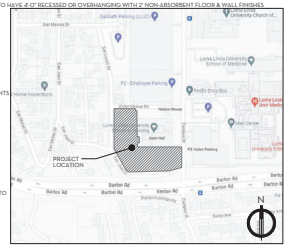
CEC

- 110.6 - FENESTRATION & DOORS
- 110.6.1 - AIR LEAKAGE,
  - FENESTRATION IS FIELD FABRICATED - NO REQUIREMENTS
  - EXTERIOR DOORS - 1.0 CFM/ S.F. DOUBLE DOORS
  - 0.3 CMS/ S.F. SINGLE DOORS
- 110.6.2 - U-FACTOR FOR GLASS, TABLE 110.6A
  - METAL/THERMAL BREAK
  - DUAL GLAZED
  - U FACTOR = .29 MIN.
- 110.6.3 - SHGC FOR GLASS, TABLE 110.6B
  - METAL/THERMAL BREAK
  - DUAL GLAZED
  - SHGC = .3 MIN.

CEC 110.7 - AIR LEAKAGE - ALL JOINTS/PENETRATIONS/OPENINGS TO BE CAULKED, GASKETED, WEATHER STRIPPED AND SEALED

CEC 110.10 (B) 1B - SOLAR REQUIRED
ROOF AREA = 24628 S.F.
REQUIRED SOLAR AREA = 15% OF 24628 = 3732 S.F.
PROVIDED SOLAR = 3500 S.F. = 21%>15%

CEC 140.3 BUILDING ENVELOPE REQUIRED
140.3 (a) I-W
ROOF SOLAR REFLECTANCE = 0.7>
ROOF THERMAL EMITTANCE = 0.86 MIN.
ROOF INSULATION - R-30, SEE MECH. CALCS
WALL INSULATION - R-19, SEE MECH. CALCS



VICINITY MAP

PLANNING SUBMITTAL 7/19/2024

LOMA LINDA UNIVERSITY
School of Nursing

437 S. CATARACT AVE. STE. 6
SAN DIMAS, CA 91773
(626) 963-40444
ADAY | ARCHITECTS

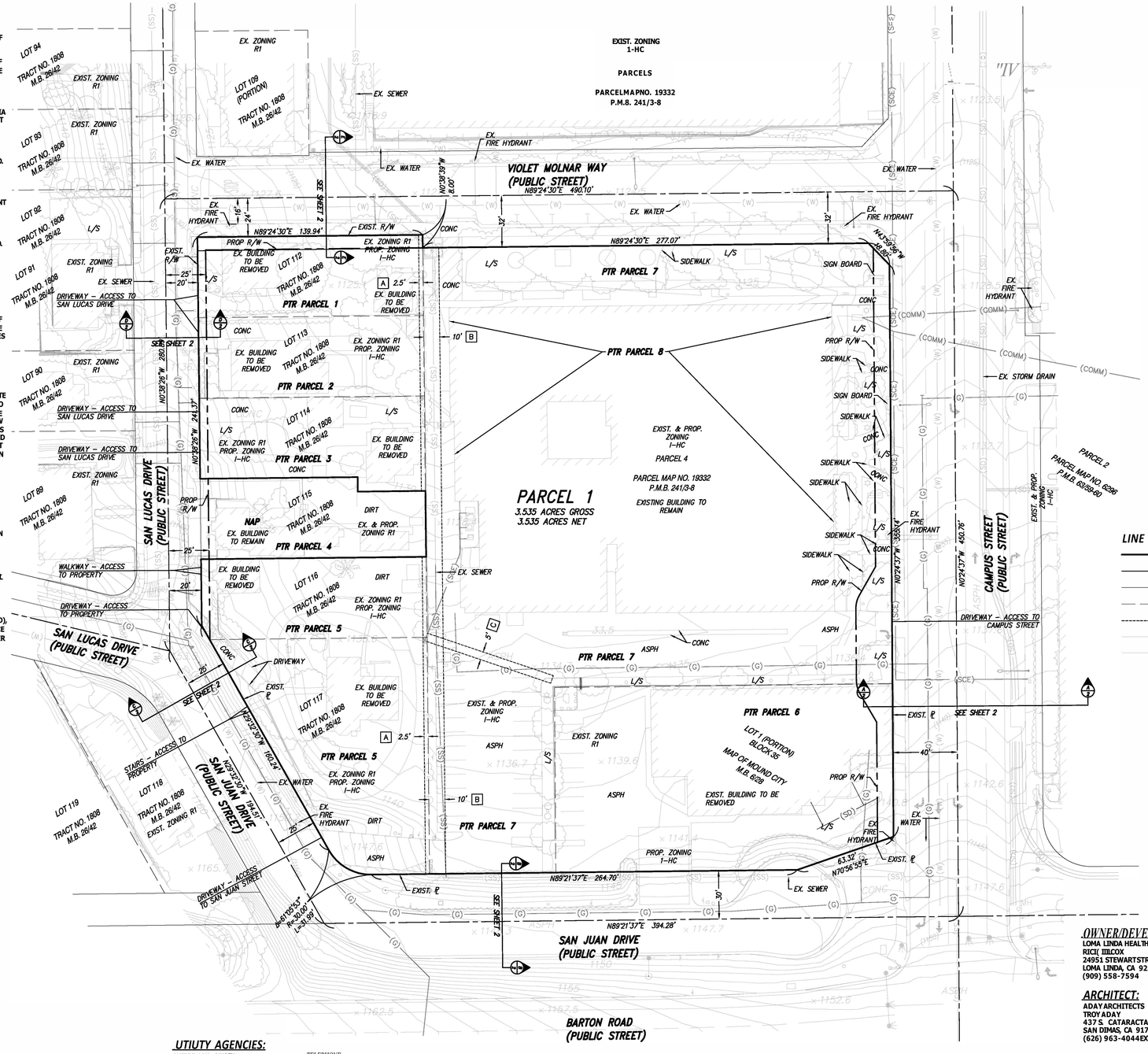
ATTACHMENT D
TENTATIVE PARCEL MAP

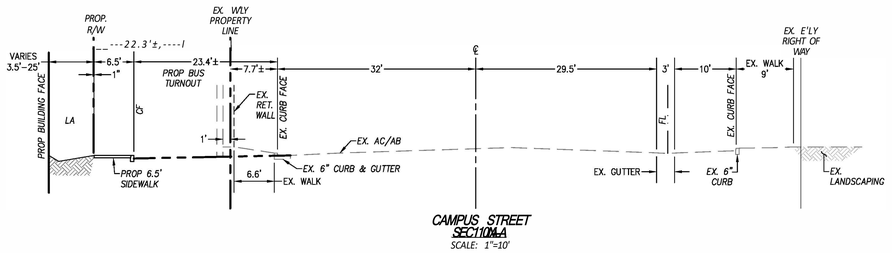
TENTATIVE PARCEL MAP NO. 20785

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

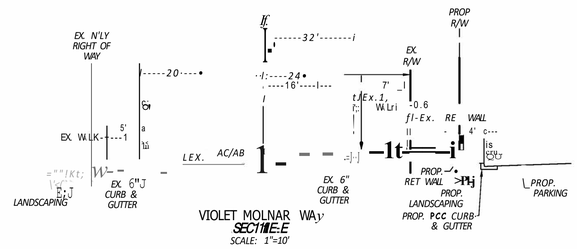
LOT 112 THROUGH 117 OF TRACT NO. 1808, IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 26, PAGE 42 OF MAPS, IN OFACE OF THE COUNTY RECORDER OF SAID COUNTY, AND THE EAST 210 FEET OF THE NORTH 120 FEET OF THE SOUTH 150 FEET OF LOT 1, BLOCK 35, MOUND CITY, IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 28, RECORDS OF SAID COUNTY

FOR LOT CONSOL/DA'f/ON PURPOSES

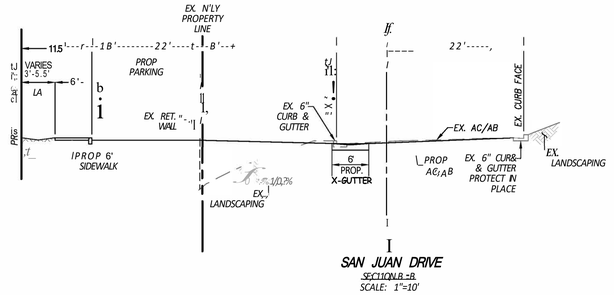

EX. ZONING R1
EXIST. ZONING R1
LOT 94 TRACT NO. 1808 M.B. 26/42
LOT 93 TRACT NO. 1808 M.B. 26/42
LOT 92 TRACT NO. 1808 M.B. 26/42
LOT 91 TRACT NO. 1808 M.B. 26/42
LOT 90 TRACT NO. 1808 M.B. 26/42
LOT 89 TRACT NO. 1808 M.B. 26/42
LOT 109 (PORTION) TRACT NO. 1808 M.B. 26/42
EX. SEWER
EX. WATER
EX. FIRE HYDRANT
VIOLET MOLNAR WAY (PUBLIC STREET)
N89°24'30"E 490.10'
EXIST. ZONING 1-HC
PARCELS
PARCEL MAP NO. 19332
P.M.B. 241/3-8
SEE SHEET 2
N89°24'30"E 139.94'
EXIST. R/W
PROP. R/W
EX. BUILDING TO BE REMOVED
EX. ZONING R1 PROP. ZONING I-HC
PTR PARCEL 1
PTR PARCEL 2
PTR PARCEL 3
PTR PARCEL 4
PTR PARCEL 5
PTR PARCEL 6
PTR PARCEL 7
PTR PARCEL 8
N89°24'30"E 277.07'
SIGN BOARD
SIDEWALK
EX. STORM DRAIN
EXIST. & PROP. ZONING I-HC
PARCEL 4
PARCEL MAP NO. 19332 P.M.B. 241/3-8
EXISTING BUILDING TO REMAIN
PARCEL 1
3.535 ACRES GROSS
3.535 ACRES NET
PARCEL 2
PARCEL MAP NO. 8296 P.M.B. 68/39-80
SAN LUCAS DRIVE (PUBLIC STREET)
SAN JUAN DRIVE (PUBLIC STREET)
CAMPUS STREET (PUBLIC STREET)
BARTON ROAD (PUBLIC STREET)
DRIVEWAY – ACCESS TO SAN LUCAS DRIVE
DRIVEWAY – ACCESS TO CAMPUS STREET
DRIVEWAY – ACCESS TO SAN JUAN STREET
WALKWAY – ACCESS TO PROPERTY
STAIRS – ACCESS TO PROPERTY
DRIVEWAY
LOT 119 TRACT NO. 1808 M.B. 26/42
LOT 118 TRACT NO. 1808 M.B. 26/42
LOT 117 TRACT NO. 1808 M.B. 26/42
LOT 116 TRACT NO. 1808 M.B. 26/42
LOT 115 TRACT NO. 1808 M.B. 26/42
LOT 114 TRACT NO. 1808 M.B. 26/42
LOT 113 TRACT NO. 1808 M.B. 26/42
LOT 112 TRACT NO. 1808 M.B. 26/42
LOT 1 (PORTION) BLOCK 35 MAP OF MOUND CITY M.B. 6/28
EXIST. BUILDING TO BE REMOVED
EXIST. & PROP. ZONING I-HC
PROP. ZONING I-HC
EXIST. ZONING R1
ASPH
CONC
L/S
DIRT
NAP
SEE SHEET 2
N89°21'37"E 264.70'
N89°21'37"E 394.28'
N70°56'58"E 63.32'
N24°37'W 350.14'
N24°37'W 450.76'
Δ=61°52'54" R=300.00' L=323.99'
N0°38'26"W 241.37'
N0°38'26"W 280.00'
N29°32'30"W 184.67'
N0°38'39"W 8.00'
EXIST. & PROP. ZONING I-HC
EXIST. BUILDING TO BE REMOVED
PROP. ZONING I-HC
EXIST. ZONING R1
EXIST. & PROP. ZONING I-HC
EXIST. ZONING R1
EXIST. BUILDING TO BE REMOVED
EX. BUILDING TO REMAIN
EX. & PROP. ZONING R1
EX. BUILDING TO BE REMOVED
EX. ZONING R1 PROP. ZONING I-HC



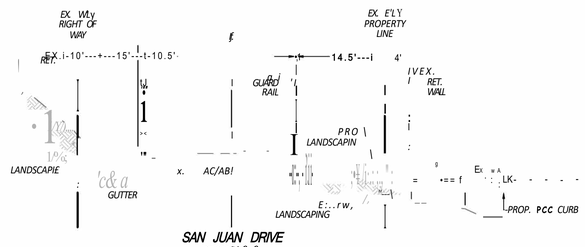
CAMPUS STREET
SEC110M-A
SCALE: 1"=10'



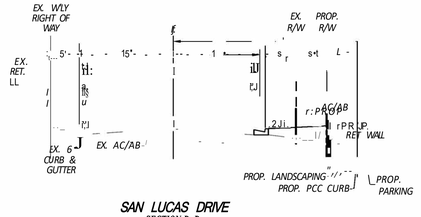
VIOLET MOLNAR WAy
SECTIIE-E
SCALE: 1"=10'



SAN JUAN DRIVE
SEC110N.B-B
SCALE: 1"=10'



SAN JUAN DRIVE
SE:C11f/.C-C
SCALE: 1"=10'



SAN LUCAS DRIVE
SECTION D-D
SCALE: 1"=10'

TENTATIVE PARCEL MAP NO. 20785
LOMA LINDA UNIVERSITY
LOMA LINDA, CALIFORNIA

NO.:	REVISION:	OAT:

ISSUE: PRELIMINARY
7/18/2024
CIIECKEO:JWL ORAMI:CPP
ORAWING RIE:23-633ttm102
NO: 23-633
SHEET NUMBER: 2
OF 3 SHEETS
SCALE: 1" = 10'

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road, Sh. 220
Anaheim Hills, California 92808
(714) 685-6860

t•L----------i----------r----------i----------1

NOT FOR CONSTRUCTION

BENCHMARK INFORMATION

THE ELEVATIONS SHOWN HEREON ARE BASED ON THE FOLLOWING BENCHMARK:

BM No.: LLBM 81–05 ELEV.: 1152.045' (CITY OF LOMA LINDA BENCHMARK)
DATUM: NAVD 88
DESCRIPTION: BRASS CAP IN CONC. SIGNAL BASE, N.W. CORNER AT INT. OF BARTON RD. AND CAMPUS ST.

CONCEPTUAL CONSTRUCTION NOTES

1. INSTALL PAVING
2. CONSTRUCT PCC CURB
3. CONSTRUCT PCC CURB & GUTTER
5. CONSTRUCT PCC SIDEWALK
6. CONSTRUCT 6' WIDE PCC X-GUTTER
7. INSTALL GRATE INLET
8. INSTALL TRENCH DRAIN
9. CONSTRUCT CATCH BASIN
10. INSTALL TRENCH DRAIN

PRELIMINARY EARTHWORK CALCULATIONS

EARTHWORK VOLUMES	CUT (CY)	FILL (CY)
RAW	7,620	8,880
TOTAL	7,620	8,880

NET = 1,260 CY IMPORT

THE ABOVE QUANTITIES DO NOT REFLECT OR ANY SPECIAL CONDITIONS THAT MAY BE SPECIFIED IN THE PRELIMINARY SOILS REPORT AND ARE FOR REFERENCE AND FEE PURPOSES ONLY. SINCE THE ENGINEER CANNOT CONTROL THE EXACT METHOD OR MEANS USED BY THE CONTRACTOR DURING GRADING OPERATION, NOR CAN THE ENGINEER GUARANTEE THE EXACT SOIL CONDITION OVER THE ENTIRE SITE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL EARTHWORK QUANTITIES FOR BIDDING, CONTRACT, AND CONSTRUCTION PURPOSES. IF IT APPEARS THERE WILL BE AN EXCESS OR SHORTAGE OF MATERIAL, THE CONTRACTOR MAY NOTIFY THE ENGINEER TO DETERMINE IF POSSIBLE GRADE ADJUSTMENTS CAN BE MADE TO ALLEVIATE SAID MATERIAL EXCESS OR SHORTAGE.

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

NO.: REVISION: DATE:

PROJECT: **LLU NURSING SCHOOL**
11262 CAMPUS ST
LOMA LINDA, CA 92354

DRAWING NAME: **CONCEPT GRADING PLAN**

ISSUE:	CONCEPT
DATE:	7/18/2024
CHECKED: GRC	DRAWN: MS
DRAWING FILE: 23633CG01	
PROJECT NO.: 23-633	
SHEET NUMBER:	3
OF	3 SHEETS
SCALE: AS SHOWN	

GRAPHIC SCALE: 1 INCH = 20 FT

FILENAME: M:\2023\23-633 Loma Linda Nursing Facility\CONCEPTUAL\23-633 CG01.dwg, LAST SAVED ON: Jul 18 2024 11:07am PLOTTED BY: MEGAN, ON: Jul 18 2024 11:07am, DFG

EXHIBIT B

Project Understanding

The City of Loma Linda is soliciting proposals from planning consultant firms to assist with the comprehensive review and documentation for a proposed Master Development Application (MDA) No. 2024-0025 and associated permits (the "Project") for the development of a new, three-story, 58,220-square-foot academic building on an approximately 3.5-acre site located at the northwest corner of Barton Boad and Campus Street. The project involves a significant redevelopment effort that includes the following key components:

- General Plan Amendment (GPA) No. 2024-0003: from Medium Density Residential (R-2) land use to Institutional Healthcare (I-HC).
- Zone Map Amendment (ZMA) No. 2024-0002: from Medium Density Residential (R-2) to Institutional Healthcare (I-HC).
- Tentative Parcel Map (TPM) No. 2024-0003 (Map No. 20785): consolidate seven parcels into one.
- Minor Use Permit (MUP) No. 2024-0001: for reviewing the use of public and private parking lots.
- Precise Plan of Design (PPD) No. 2024-0005: for the development of a three-story, 58,220 square-foot academic building.
- Demolition: To demolish an existing academic building and five residential dwellings.
- Street Vacation: To vacate San Juan Drive for a private drive aisle and additional parking for the new academic building.

The project is subject to the No Net Loss provision in the Housing Crises Act of 2019 (HCA), which is aimed at preventing reductions in a city's ability to accommodate needed housing development. Specifically, the law prohibits an affected county or city from enacting "a development policy, standard, or condition" that would change the general plan land use or zoning to a less intensive use as defined in Section 66300 (b) (1) unless specified conditions are met. It is essential for jurisdictions to demonstrate compliance with the HCA and No Net Loss.

Lastly, the applicant has prepared additional documents, such as a Preliminary Grading Plan, Preliminary Water Quality Management Plan (WQMP), Parking Letter, and a Fire Access Plan that will be provided to the selected Consultant to support their work.

APPROACH

MIG places seasoned contract planning professionals that are experienced with how local jurisdictions work and can quickly familiarize themselves with City procedures and processes. Our staff can address any of your needs with their knowledge of land planning, zoning, State law, CEQA review and document preparation, and the Subdivision Map Act.

MIG has deep experience in and the ability to:

- Analyze development applications for compliance with all City policies and regulations.

- Assess development impacts on the surrounding area and ensure alignment with the City's planning goals.

- Review and prepare the necessary documentation for various permits and applications, including a General Plan Amendment, Zone Map Amendment, Tentative Parcel Map, a Minor Use Permit and a Precise Plan of Design.

- Review applications to ensure that all documentation is complete, accurate, and compliant with City requirements.

- Work with City staff, CEQA Consultants, applicant, and other stakeholders to facilitate the planning review process, including participating in meetings, providing recommendations, and addressing any issues or concerns raised during the review.

- Prepare public notices and respond to inquiries from the public and other agencies.

- Support the City in managing public hearings and address feedback from the community.

- Develop a clear and comprehensive project description, detailing the proposed development, required approvals, and other relevant information.

The following scope of services is based on our extensive experience providing contract services for on-call planning support, a thorough review of the RFP, and our understanding of Loma Linda's objective to ensure the proposal outlines MIG's approach to addressing the project's complexities and managing the required documentation for timely and compliant project advancement. When handling the proposed MDA No. 2024-0025 application, MIG will undertake the following:

SCOPE OF WORK

In close collaboration with City staff and the applicant, the consultant will review and analyze the proposed project development. This process will involve evaluating the project site, surrounding land uses, and compliance with relevant planning and zoning regulations through site visits, meetings, research, and other appropriate methods.

The Consultant will be responsible for:

- Project Analysis: Assessing the proposed development's consistency with the City's General Plan, zoning regulations, and other applicable policies. This includes evaluating the impacts of the Project on the surrounding area and ensuring it aligns with City planning goals.

- Permit and Application Review: Reviewing and preparing necessary documentation for various permits and applications, including a General Plan Amendment, Zone Map Amendment, Tentative Parcel Map, a Minor Use Permit and a Precise Plan of Design. The Consultant will ensure that all documentation is complete, accurate, and compliant with City requirements.

- Coordination and Communication: Working with City Staff, the hired CEQA Consultant, the Applicant, and other stakeholders to facilitate the planning review process. This includes participating in meetings, providing recommendations, and addressing any issues or concerns raised during the review.

- Public Involvement: Assisting with drafting public notices and responding to inquiries from the public and other agencies. The Consultant will support the City in managing public hearings, presenting the project and findings, and addressing feedback from the community.

In undertaking the processing of entitlements for MDA No. 2024-0025, MIG will collaborate with City staff and the applicant to ensure the project complies with City policies, zoning regulations, and overall project requirements. Tasks and deliverables include the following:

TASK 1: KICK-OFF MEETING:

- Participate in an initial meeting with City Staff and the applicant to review the project scope, define data needs, clarify project objectives, and establish a timeline for deliverables.
- Understand the City's expectations
- Establish primary contact and preferred methods for communication

» Task 1 Deliverables

- *Kick-off meeting*

TASK 2: INITIAL SITE ASSESSMENT:

- Visit site location; evaluate site and surrounding area to Identify potential issues.
- Analyze existing and surrounding land uses, occupancies, traffic.
- Take photos of site and surrounding areas.

» Task2 Deliverables

- *Site visit and photos*

TASK 3: PROJECT ANALYSIS:

- Review the application(s) for completeness and accuracy.
- Review and analyze the project data, including technical reports, and documents to understand project scope and issues, to ensure that all documentation is complete, accurate, and compliant with City goals and requirements.
- Review and analyze the project for compliance with State regulations, including the requirements of Senate Bill 330 (SB 330).
- Review and analyze the development for completeness and compliance with the City's General Plan, zoning regulations, and other applicable policies and regulations.
- Evaluate the project's impacts on the surrounding area to ensure it aligns with the City's planning goals.
- Develop a clear and comprehensive project description, detailing the proposed development, required approvals, and other relevant information based on information from the Applicant.
- Prepare draft housing compliance findings per SB 330 requirements

» Task 3 Deliverables

- *Project Description*
- *Housing Compliance Findings*

TASK 4: PREPARE LETTER OF INCOMPLETION/COMPLETION:

- Provide a list of incomplete items and technical deficiencies.
- Provide corrections and comments per consultant review of proposed plans.
- Review all department comments and corrections.
- Prepare letter of incompletion with all provided corrections and comments for project applicant's re-submittals.
- Prepare a letter of completion when application is deemed complete.

» **Task4 Deliverables**

- *Incompletion letter*
- *Completion letter*

TASK 5: COORDINATION AND COMMUNICATION:

- Work with City staff, CEQA consultant, applicant, and stakeholders to facilitate the planning review process.
- Coordinate and confer as needed with City staff, CEQA consultant, and applicant, working as an extension of the City team.
- Regularly communicate with City staff and applicant, providing project status and updates, and ensuring the project remains compliant with City regulations.

» **Task5 Deliverables**

- *Project status updates*

TASK 6: CEQA REVIEW:

- Review all technical studies for deficiencies/inaccuracies with the Project Description.
- Review the draft environmental document prepared by environmental consultant.

» *Task 6 Deliverables*

- *Redline markup of Administrative Draft IS/MND*

TASK 7: PUBLIC HEARING MATERIALS AND DOCUMENTATIONS:

- Prepare draft Planning Commission and City Council public hearing notice, staff report, resolution, ordinance, and conditions of approval for review.
- Prepare final Planning Commission and City Council public hearing notice, staff report, resolution, ordinance, and conditions of approval.
- Prepare draft Planning Commission and City Council oral and PowerPoint presentation for review.
- Prepare Final Planning Commission and City Council oral and PowerPoint presentation.

» **Task 7 Deliverables**

- *Draft and final Planning Commission hearing notice, staff report, resolution, ordinance, and conditions of approval for review*
- *Draft and final City Council hearing notice, staff report, resolution, ordinance, and conditions of approval for review*

TASK 8: PUBLIC HEARING PRESENTATION AND ATTENDANCE:

- Attend and present in-person a prepared oral and PowerPoint presentation for Planning Commission and City Council meeting.
- Address any inquiries or concerns raised by decision-makers, including the Planning Commission and City Council.

» Task 6 Deliverables

- *PowerPoint*

TASK 9: FILE MANAGEMENT FOR THE PROJECTS:

- Maintain project folder in digital form as needed.
- Update status/progress regularly.
- Provide project files to city staff, as requested.

» Task 6 Deliverables

- *Final Project Documents*

DELIVERABLES:

All draft and final documents will be submitted to the City in Microsoft Word format via email. If necessary, larger files will be shared through an FTP or alternative platform. The final scope of services will be refined in collaboration with the City and detailed in the services agreement.

ENTITLEMENT FEES

The table below outlines the estimated costs for processing the entitlements by task, as identified in the RFP. Please note that this is an estimated budget; the actual cost per task will be based on the actual hours undertaken through City Council action. The figures in the table are provided for informational purposes only.

	Task	Estimated Cost
Task 1	Kick-Off Meeting	$1,260
Task2	Initial Site Assessment	$1,440
Task3	Project Analysis	$18,000
Task4	Prepare Letter of Completion	$6,000
Task5	Coordination and Communication	$5,000
Task 6	CEQA Review	$2,700
Task 7	Public Hearing Materials and Documentations	$21,600
Task 8	Public Hearing Presentation and Attendance	$2,880
Task9	File Management for The Projects	$1,000
TOTAL		$59,880

Assumptions:

The above work scope is based on the following assumptions:

- No existing buildings on the project site are eligible as a historic resource.
- None of the residential buildings proposed for demolition are occupied or are "protected units" in accordance with AB 1218.

- There will be one round of project review to determine whether the application is complete for processing.
- There will be no more than one set of comments on deliverables from the City.
- The City Planner will provide any available and relevant templates for MIG's use.
- The City Planner will provide one consolidated set of comments when reviewing each deliverable.
- Environmental consultant will provide CEQA findings for staff report.
- MIG staff will visit the property; All meetings with the exception of Planning Commission and City Council will occur by phone or virtually.
- MIG will attend one Planning Commission and one City Council meeting.
- The City Planner will be responsible for maintaining the file at City Hall, distribution of correspondence to the applicant and interested parties, and similar administrative tasks. City assistance may be required should MIG encounter challenges in reaching the required parties.
- Attendance at any additional meetings, changes to the project description, or expansion of this scope of work or level of analysis required would require additional fees.
- There will be no significant revisions to the submitted development application. If there is a change in the Project Description by the applicant, a budget adjustment will be required to account for the project revisions.
- A third party will prepare the CEQA documents. This scope assumes an IS/MND.

CITY'S DUTIES

The City of Loma Linda will assume key responsibilities to facilitate the project review process and ensure compliance with municipal regulations. The following outlines the City's specific duties related to the Project.

- The City Planner will serve as the primary point of contact for all project-related questions and tasks.
- The City will handle the mailing or emailing of all meeting notices drafted by the Consultant, as well as post or publish hearing notices as necessary.
- The City will provide document templates from previous projects to the Consultant upon request.
- The City will file CEQA notices with the County and the State on behalf of the Applicant.
- The Applicant will be responsible for paying for the Notice of Determination and any CEQA filings once the project is approved.
- The City will collaborate with its GIS technician to prepare any necessary amendments to GIS maps.

STAFFING

MIG understands the daily challenges and the importance of the City's expectations for quality work performed in an expeditious manner required of a primary case planner assigned to a private development proposal. MIG's approach to providing these services is to work seamlessly within the City's framework for processing discretionary applications alongside in-house staff. We will be responsive to deadlines, provide timely project status updates when required, and thoroughly review project applications to provide comments representative of the City's position, interpretations, or policy direction. We will also provide useful feedback to managers when asked to help improve customer service and contribute positively to the Department's overall performance.

Our Director of Planning Services Russell Brady will oversee this contract. As Contract Manager and the City's primary point-of-contact, Russell will ensure the overall compliance and quality of MIG's work. Deborah Drasler will be the Project Manager and will enlist assistance from junior staff and subject matter experts as needed to support our services to the City of Loma Linda.

Project Schedule

Based on the selection and contract schedule presented in the RFP, the following schedule and milestones assume the City Council will award the contract on October 22, 2024.

Product/Mi lest one	Schedule
Contract Awarded	**10/22/24**
Project Initiation	Week of 10/28/24
Kick-off Meeting	Week of 11/4/24
Initial Site Assessment	Week of 11/11/24
Project Analysis (submission 1)	11/4/24 through 11/22/24
Project Analysis (submission 2)	30 days following submission #2
Determination of Complete Application	30 days following application resubmittal
MIG Review of Draft CEQA documents	Two weeks following ad min draft IS/MND
Draft Planning Commission Public Hearing Notice	As determined by City
Draft Planning Commission Decision Documents to City	Three-four weeks prior to hearing date, or as determined by City
Planning Commission Meeting	TBD
Draft City Council Public Hearing Notice	As determined by City
Draft City Council Decision Documents to City	Three -four weeks prior to hearing date, or as determined by City
City Council Meeting 1	Four weeks after PC meeting
City Council Meeting 2	TBD
Rezoning Effective Date	30 days after CC#2

Compensation

Unless specified otherwise by prior agreement, invoices are submitted monthly showing time and charges for professional services by staff category and a separate figure for expenses. Invoices are payable upon receipt. Invoices unpaid past 30 days are subject to interest at 1-1/2% per month. MIG labor includes all overhead.

Rates subject to increase once each year, after the first 12 months of the contract.

MIG Staff Billing Rates	
CATEGORY	**$/HR**
Senior Principal/CEO	355
Principal	230-305
Director	205-250
Senior Planner	180-230
Senior Associate Planner	180-200
Project Manager	150-165
Assistant/Associate Planner	110-160

Expenses	
CATEGORY	**BASIS**
Commercial travel	Cost+ 10%
Automobile travel	Current IRS rate
Lodging/Meals	Cost+ 10%
Photocopy (A and B sizes)	$0.10/image
Color copies	$0.50/image
Commercial report reproduction	Cost+ 10%
Subcontractors	Cost+ 10%

City of Loma Linda

Regular City Council Staff Report

G. Supplemental Appropriation Funding of $59,000 and Award Contract for Council Chamber AC Unit (2) Replacement [Public Works]

Approve the supplemental appropriation and award contract as recommended

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Consent Calendar Item: 3G.

To	From
City Council	T Jarb Thaipejr, City Manager

RECOMMENDATION:

It recommended that City Council approve a supplemental appropriation of $59,000 from General Fund Balance and into expenditure account no. 0013400-58220, Facilities Maintenance. It is then recommended that City Council award a contract for the subject project to Loma Linda Heating & Air Conditioning, Inc., of Loma Linda in an amount of $48,946.17 and authorize a contingency allocation of $10,000. Staff will provide inspection and contract management services.

BACKGROUND:

Staff monitors, analyzes and recommends maintenance and replacement of City infrastructure on a continual basis. Due to current budget constraints postponing replacements with temporary repairs have been utilized to obtain maximum life expectancy of some mechanical equipment. Unfortunately, that method may allow for gaps in service when failure occurs. Loma Linda Heating & Air Conditioning, Inc., the approved HVAC maintenance contractor, has been very helpful is keeping our equipment functioning. We are now at the end of life for the AC units servicing the Council Chambers.

ANALYSIS:

A proposal was requested and has been reviewed from Loma Linda Heating & Air Conditioning, Inc., the approved vendor. A cost proposal of $48,946.17 was submitted and is in line with recent similar work completed at the Library. 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 ±20% of the construction amount ($10,000.00) for a contingency allocation.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Supplemental appropriation of $59,000 from General Fund Balance into Account No. 0013400-58220, Facilities Maintenance, Equipment and Machinery. Funding for this project will be provided from Account No. 0013400-58220.

Attachments

Upgrade (2) HVAC systems.pdf



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

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

ESTIMATE	ESTIMATE DATE
16073495	Oct 23, 2024

Home Improvement Contract
License #825214

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

Job: 14506391
Technician: Javier Martinez

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

Upgrade (2) HVAC systems: Removal of existing equipment and installation of new.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
FULL-INST	Install (2) new Carrier commercial roof top package units (1) 12.5 ton model#48FCDM14A3A6-0A0A0A with curb adapter model#1-4010-4009 and (1) 7.5 ton model#48FCDM14A3A6-0A0A0A with curb adapter model#1-4505-4009. New equipment to be adapted to existing roof curbs and duct work, crane lift, new copper drain lines, new sleepers, new high voltage 460 Volt 3 phase disconnects and electrical required for connections, new gas flex and gas safety valve, metal work, sealing and labor. Haul away and disposal of old equipment. (Removal of all old equipment and hazardous refrigerant related material from installation site and proper disposal of hazardous related material abying by California law and EPA regulations.) Both R410A gas electric 460 Volt 3 phase rooftop package units to be controlled by new T-6 pro 2 stage thermostats. WARRANTY: 1 year labor 1 year parts and compressor.	1.00	$48,946.17	$48,946.17

SUB-TOTAL	$48,946.17
TAX	$0.00
CONTRACT PRICE	$48,946.17

Thank you for choosing Loma Linda Heat and Air!
CONTRACT PRICE: $48,946.17
APPROXIMATE START DATE: 10/28/2024
APPROXIMATE COMPLETE DATE: 10/28/2024

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

DOWNPAYMENT

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

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

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

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

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

For more information:
VISIT CSLB's website at www.cslb.ca.gov
CALL CSLB at 1-800-321-CSLB (2752)
WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

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

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Loma Linda Heat & Air

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

Sign here

Date

City of Loma Linda

Regular City Council Staff Report

H. Council Bill # R-2024-37 - Approve Final Tract Map No. 20403 (Canyon Ranch, North) [Public Works]

Adopt Council Bill #R-2024-37

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Consent Calendar Item: 3H.
To	**From**
City Council	T Jarb Thaipejr, City Manager

RECOMMENDATION:

It is recommended that the City Council approve the street names and then approve Council Bill #R 2024-37 for final Tract Map No. 20403.

BACKGROUND:

The purpose of this map is to create 37 single family lots from approximately 11.22 acres located south of Barton Road and west of San Timoteo Canyon Road. The owner/developer will install the off-site improvements and associated infrastructure for this project. On-site improvement plans have been approved for construction. Street names are not per the City adopted street naming program and, therefore, must be submitted to City Council for review and approval.

ANALYSIS:

The final Tract Map has been prepared and checked for technical correctness and requirements of the Subdivision Map Act. Public Works Department plan check fees have been paid. Infrastructure improvement agreement and guarantee has been submitted. The applicant has been working with staff and wishes to propose “Kunihira Court” for the cul-de-sac and “Hadley Avenue” for the connector street.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

No impact at this time, development fees will be due at building permit issuance. Off-site improvement plan check fees have been paid.

Attachments

Tract Map 20403 Resolution.pdf

Agreement.pdf

Map B.pdf

RESOLUTION NO. R 2024-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, APPROVING FINAL TRACT MAP 20403 (South of Barton Road and West of San Timoteo Canyon Road)

WHEREAS, the purpose of this map is to to create 37 single family lots from approximately 11.22 acres located south of Barton Road and west of San Timoteo Canyon Road; and

WHEREAS, Tract Map 20403 has been filed with the Public Works Department and has been checked for technical correctness and requirements of the Subdivision Map Act; and

WHEREAS, off-site improvements have been guaranteed to be installed to City standard by an agreement and improvement bonds; and

WHEREAS, Public easements are required and dedicated on the map; and

WHEREAS, the City Council on May 9, 2023 approved the tentative tract map subject to conditions of approval;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda hereby approves Final Tract Map 20403.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2024 by the following vote:

Ayes:
Noes:
Absent:

_____
Phillip Dupper, Mayor

ATTEST:

_____
Lynette Arreola, City Clerk

CITY OF LOMA LINDA

AGREEMENT FOR

CONSTRUCTION OF IMPROVEMENTS

TRACT 20403

AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS

WHEREAS, the undersigned, TH Canyon Ranch Loma Linda LLC

whose business address is 450 Newport Center Drive, Suite 300
Newport Beach, CA 92660
and if an individual, whose residence is
N/A

(herein referred to as the "Subdivider",) has submitted to the City Council of the City of Loma Linda hereinafter referred to as the "City" for its approval a Final Map of a Subdivision named and designated as "Tract 20403" and;

WHEREAS, the Subdivider has not completed all of the work, or made all of the improvements required by Ordinance 109 of such other ordinances and regulations of the City requiring construction of improvements in conjunction with land division, subdivisions and the like, hereinafter collectively referred to as "said ordinance", and desires to enter into an agreement for the completion of the work and the making of the improvements and to furnish security for the performance of this contract in accordance with the provisions of said ordinance, and;

WHEREAS, the Subdivider has entered into and executed this agreement in anticipation that the City Council on the day of _____, will consider approving the final map and accepting any dedications therein offered and/or approving this subdivision agreement.

NOW, THEREFORE, as a condition of the approval of said Final map by the City, the parties agree as follows:

Section 1. Performance of Work

The Subdivider promises and agrees at his own expense to do all of the work and make all of the improvements required by said ordinance, which work and improvements, without limitation by enumeration, consists of:

Site preparation, grading, installation of curb gutter, aggregate base asphalt concrete paving sidewalks, amenities and special construction and street lights and appurtenant work; sanitary sewer mains, manholes, laterals and appurtenant work; water mains, valves, fire hydrants, service laterals and appurtenant; storm drain pipe, catch basins and appurtenant work; landscaping improvements and appurtenant work; and has an estimated cost of $1,212,500.00.

The above enumeration of items is understood to be only a general designation of the work and improvements, and not a binding description thereof, and all of said work shall be done and improvements made and completed which are shown on and in strict compliance with applicable plans and specifications as approved by the City Engineer and any subsequent amendments or additions thereto required by the City of its

engineers, even if said amendments or additions to said plans are completed after execution of this agreement, so long as the estimated cost of said amendments or additions does not exceed 10 percent of the estimated cost of the improvements to be constructed herein (and with the further understanding that the Subdivider and surety waive notice of any such change and hereby consent thereto) which plans are approved by or on behalf of the City.

The Subdivider further promises and agrees that he, his contractors and his subcontractors shall perform all work with the public's safety and well being in mind. If, in the opinion of the City engineer or his representative, the Subdivider, his contractors or his subcontractors is performing work in an unsafe manner, the City Engineer or his representative shall instruct the Subdivider or his representative to correct the unsafe condition immediately. If the unsafe condition is not corrected in a reasonable time, as determined by the City Engineer, the City Engineer shall cause the necessary corrections to be made by a third party. The Subdivider agrees to assume all costs incurred from the third party's corrective work and that the City Engineer's decision shall be considered final.

Section 2. Work: Time for Commencement and Performance

City hereby fixes the time for the commencement of said work to be on the _____day of _____, and for its completion to be within 365 calendar days, thereafter, at least fifteen calendar days prior to the commencement of work hereunder, Subdivider shall notify City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that City Engineer shall be able to provide services of inspection.

Section 3. Extension of Time

In the event good cause is shown therefore, the City Council may extend the time for completion of the improvements hereunder. It is understood that by providing security for this agreement the surety consents in advance to any extension of time as may be given by the City to the Subdivider and waives notices of such extension. The making of an application for an extension of time by the Subdivider shall, upon the granting of the application by the City, constitute a waiver by the Subdivider and by the surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by the City within the period of four years immediately following the date to which the time of performance was extended.

Section 4. Repairs and Replacements

The Subdivider promises and agrees to maintain all of the improvements to be constructed under this agreement within public rights-of-ways or public easements in a state of good repair, until all of the work and improvements are completed and accepted by or on behalf of the City and until the security for the performance of this agreement is released. Said maintenance shall include, but shall not be limited to, repair of pavements, curbs, gutters, sidewalks, parkways, sewers, and removal of debris from sewers and storm drains; said maintenance shall also include, but not limited to by this enumeration, sweeping, repairing and maintaining in good and safe condition all public streets and

street improvements. It shall be the Subdivides' responsibility to initiate this work, but if he should fail to do so, he shall promptly perform such maintenance when notified to do so by the City Engineer of the City. Upon failure of the Subdivider to properly maintain, the City may do all necessary work required by this section, the cost thereof being chargeable to the Subdivider and his surety under this agreement. The Subdivider and his surety further agree under this agreement to hold the City and its officers and employees free and harmless from any claim, demand or action for damages, injury, or death, and to indemnify the City for any loss, arising out of or incurred as the result of or in connection with improper maintenance or dangerous conditions or any act of omission in connection with any of the maintenance activities required under this section, existing or occurring or arising out of any act or omission occurring prior to final acceptance by the City of all the work and improvements constructed under this agreement.

The Subdivider shall be responsible for maintaining all improvements constructed under this agreement within public rights-of-ways or public easements for a period of one year following completion of the work and acceptance by the City against any defective work or labor done, or defensive materials furnished in the performance of this agreement. It is further agreed that upon completion and acceptance of the improvements by the City, a separate surety guaranteeing maintenance of items installed as part of this agreement will be provided to the City by the Subdivider in the amount of ten percent of the face amount of the performance surety, (but not less than $1,000) which amount will guarantee and warrant the work for a period of one year following the completion and acceptance by the City against any defective work or labor done, or defective materials furnished in the performance of this agreement with the City.

Section 5. Utility Deposits - Statement

Subdivider shall file with the City Clerk, prior to the commencement of any work to be performed within the area delineated on the map, a written statement signed by Subdivider, and each public utility corporation involved, to the effect that Subdivider has made all deposits legally required by such public utility corporation for the connection of any and all public utilities to be supplied by such public utility corporation within the subdivision.

Section 6. Permits - Compliance with Law

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

Section 7. Superintendence by Subdivider

Subdivider shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider. The name of such foreman is Larry Willis, his nighttime emergency phone is 858-361-6861.

Section 8. Inspection by City

Subdivider shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the work, and to the shops wherein the work is in preparation.

The normal workday shall be considered as 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays recognized by the City. Neither the Subdivider, his contractors, nor his subcontractors shall perform any work outside the above enumerated working hours without the prior approval of the City Engineer. Subdivider shall also post a deposit in an amount determined by the City Engineer to be used to pay for overtime inspection services.

If the Subdivider, his contractors, or his subcontractors perform any work outside the normal workday without arranging for and receiving permission in advance from the City Engineer, said work shall be rejected by the City. Subdivider, at his sole expense, shall remove or repair said work at the option and direction of the City Engineer.

Section 9. Improvement Security

Concurrently with the execution hereof, Subdivider shall, furnish: (1) a surety bond in an amount equal to at least one hundred percent of the estimated cost of improvements enumerated in Section One as security for the faithful performance of this agreement; and (2) a separate surety bond in an amount equal to at least fifty percent of the estimated cost of improvements enumerated in Section One as security for the payment of all persons performing labor and furnishing materials in connection with this agreement. The Subdivider shall utilize the bond forms provided by the City. In lieu of a faithful performance bond, the Subdivider may file an instrument of credit as provided in Government Code Section 66499, or may deposit cash with said City in the sum of _____

_____

_____

Dollars, ($_____), which sum is equal to the estimated cost of said work and improvements as herein specified, for the faithful performance of the terms and conditions of this agreement, and it is hereby further agreed that when any portion of the aforesaid work and improvement has actually been fully completed to the satisfaction of the City Engineer and upon certification to this fact by said City Engineer, said City Engineer may in his discretion authorize from time to time partial withdrawals of said deposit for portions of said work and improvement completed in the amounts as follows, to wit:

a. Upon completion of all water pipe lines, fire hydrants, gate valves, water service connections, and other appurtenances thereof, the sum of $_____

b. Upon completion of the construction of all concrete curb, gutter, cross gutters, sidewalks, storm drains and appurtenances, the sum of $ _____

b. Upon completion of all sanitary sewer mains, house laterals, manholes and

other appurtenances, the sum of $ _____

c. Upon completion of preparation of all sub grade, base for pavement and paving
of roadways of all streets, the sum of $ _____

d. 31 days after the completion of the entire work and improvements and acceptance thereof by the City Engineer and the City Council of the City of Loma Linda, the balance of $ _____

Section 10. Cash Payments

Concurrently with the execution hereof, in addition to aforementioned bond or cash deposit, for improvement security, the Subdivider shall pay cash in the amounts listed below to cover the cost of the following enumerated items of work:

a. Water line unit of benefit for connecting to existing water line not covered by reimbursement agreement

_____Linear Feet @ $_____ $_____

b. Proportional cost of existing water line covered by reimbursement agreement

_____ Linear Feet @ $_____ $_____

_____ Acres @ $_____ $_____

c. Sewer line unit of benefit for connecting to existing sewer line not covered by reimbursement agreement

_____ Linear Feet @ $_____ $_____

_____Acres @ $_____ $_____

d. Proportional cost of existing sewer main covered by reimbursement agreement

_____Linear Feet @ $_____ $_____

_____ Acres @ $_____ $_____

e. Payment of existing 1911 or 1915 Bonds

Series_____ Bonds Nos. _____$_____

f. Deposit for plan checking of offsite improvements itemized in Section 1 Inspection fees to be paid at time of permit issuance. $ _____

g. Installation of subdivision monuments and centerline ties (refundable to developer upon completion and payment to surveyor)

_____Lots @ $125.00 $ _____

h. Storm drain fee _____Acres @ $ _____

i. Final Map filing fee $_____

j. Checking and processing costs accrued $ _____

k. Annexation to Landscape Maintenance District $ _____

l. Deposit for completion of engineering $_____

m. See attached Development Fee Schedule. $ _____

TOTAL CASH PAYMENTS TO CITY **$_____**

Payment of the above fees shall not be construed as relieving the Subdivider from payment of fees to the City of Loma Linda for plan check, permit, inspection fees for grading or building construction or other fees due the City.

Section 11. Hold-Harmless Agreement

Subdivider hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury including death, as well as from claims for property damage which may arise from Subdivider's or Subdivider's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by Subdivider or by any one or more persons directly or indirectly employed by, or acting as agent for, Subdivider or any of Subdivider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

a. That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider of any of the insurance policies in Section 12 thereto.

b. That the aforesaid hold-harmless agreement by Subdivider shall apply to all damages and claims for damages for every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Section, regardless of whether or not City has prepared, supplied or approved of, plans and specifications for the subdivision, or regardless of whether or not

such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 12. Subdivider's Insurance

Subdivider shall not commence work under this agreement until Subdivider shall have obtained all insurance required under Section, nor shall Subdivider allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. All insurance required by this Section shall name the City as the Certificate Holder and shall have a 10-day minimum cancellation notice.

a. Subdivider shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Subdivider's employees employed at the site of improvement, and in case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractor's or subcontractor's employees.

In case any class of employees engaged in work under this agreement at the site of the project is not protected under any Worker's Compensation law, Subdivider shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Subdivider hereby indemnifies City for any damage resulting to it from failure of either Subdivider or any contractor or subcontractor to take out or maintain such insurance.

b. Public Liability and Property Damage Insurance

Subdivider shall take out and maintain during the life of this agreement such public liability and property damage insurance to defend, indemnify, and hold-harmless the City of Loma Linda, its elective and appointive boards, commissions, officers, agents, Subdivider and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Subdivider's or any contractor's or subcontractor's operations hereunder, and the amount of such insurance shall be as follows:

(1) Public Liability Insurance

In an amount not less than $500,000.00 for injuries, including but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than $5,000,000.00 on account of any one occurrence;

(2) Property Damage Insurance

In an amount of not less than $100,000.00 for damage to the property of each person on account of any one occurrence.

An endorsement containing the following provisions shall be added to the public liability and property damage insurance:

"Solely as respects work done by and on behalf of the named insured in the City of Loma Linda, and limited to Tract 20403, it is agreed that the City of Loma Linda is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance available to the City of Loma Linda, California, and under any other third party liability policy.

It is further agreed that this insurance shall defend, indemnify, and hold-harmless, the City of Loma Linda from all claims arising out of work directly or indirectly associated with work performed by the named insured.

It is further agreed that the other insurance conditions of the policy are amended to conform therewith."

Section 13. Evidence of Insurance

Subdivider shall furnish City concurrently with the execution hereof, satisfactory evidence of the insurance required, and evidence that each carrier is required to give City at least thirty days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement.

Section 14. Title to Improvements

Title to, and ownership of, all improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion an acceptance of such improvements by City.

Section 15. Subdivider not Agent of City

Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this agreement.

Section 16. Cost of Plan Check and Inspection

Subdivider shall pay to the City all necessary fees for engineering plan check and normal work day inspection services furnished by the City to provide these services for the improvements that the Subdivider is required to construct in accordance with Section 1 herein.

Section 17. Breach of Agreement - Performance by Surety or City

If the Subdivider and the surety fail to install all or any part of the improvements required by this contract within the time set forth herein, or fail to comply with any other

obligation contained herein, they shall be liable to the City for any administrative expenses, engineers' and attorneys' fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

It is further understood and agreed that upon Subdivider's default of any obligation hereunder, insolvency, bankruptcy, assignment for the benefit of creditors, or receivership, and at any time after any such occurrence, the City may make written demand upon the Subdivider or surety or both to immediately remedy the default or complete the work. If said remedial activities or completion of work are commenced within fifteen days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within thirty days after the making of such demand (or such other time as may be contained in said demand), the City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of the City may be required, all at the full expense and obligation of the Subdivider and surety and all without the necessity of giving any further notice to the Subdivider or surety before the City performs or arranges for performance of any remaining work or improvements and whether or not the Subdivider or surety have constructed any of the required improvements at the time. In the event the City elects to complete or arrange for completion of remaining work and improvements, the City Engineer, upon such election, may require all work by the Subdivider or surety to cease in order to permit adequate coordination by the City for completing any remaining work and improvements not yet completed.

Section 18. General

It is agreed that all work and improvements done pursuant to this agreement shall conform to the standards applicable at the time work is actually commenced.

For purposes of enforcing this agreement, the term "City" includes the City Council, the City Manager, the City Attorney, City Engineer, or any of them or any of their authorized representatives.

Section 19. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notice required to be given to City shall be addressed as follows:

Public Works Director
25541 Barton Road
Loma Linda, CA 92354-3901

Notices required to be given to Subdivider
shall be addressed as follows:

Joesph Martin
TH Canyon Ranch Loma Linda LLC
450 Newport Center Drive, Suite 350
Newport Beach, CA 92660

Provided that any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

Section 20. Rights and Remedies Cumulative

The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the City. Dated this_____day of _____, 2024.

ATTEST:

CITY OF LOMA LINDA

_____
City Clerk

By _____
Phillip Dupper, Mayor

TH Canyon Ranch Loma Linda, LLC; a California limited liability company

Acting on behalf of KL LB BUY 4, LLC; a Delaware limited liability company

By _____
(To be Sealed and Notarized)

JOE MARTIN

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 November 5, 2024 before me, Michelle L. Wehr, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Joe Martin
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.

MICHELLE L. WEHR
Notary Public - California
Orange County
Commission # 2486121
My Comm. Expires Apr 9, 2028

Signature _____
Signature of Notary Public

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: Agreement for Construction of Improvements - City of Loma Linda
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ 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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NUMBERED LOTS: 37
LETTERED LOTS: 6
GROSS ACREAGE: 11.220 ACRES
NET AREA: 7.772 ACRES

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

TRACT MAP NO. 20403

SHEET 4 OF 6 SHEETS

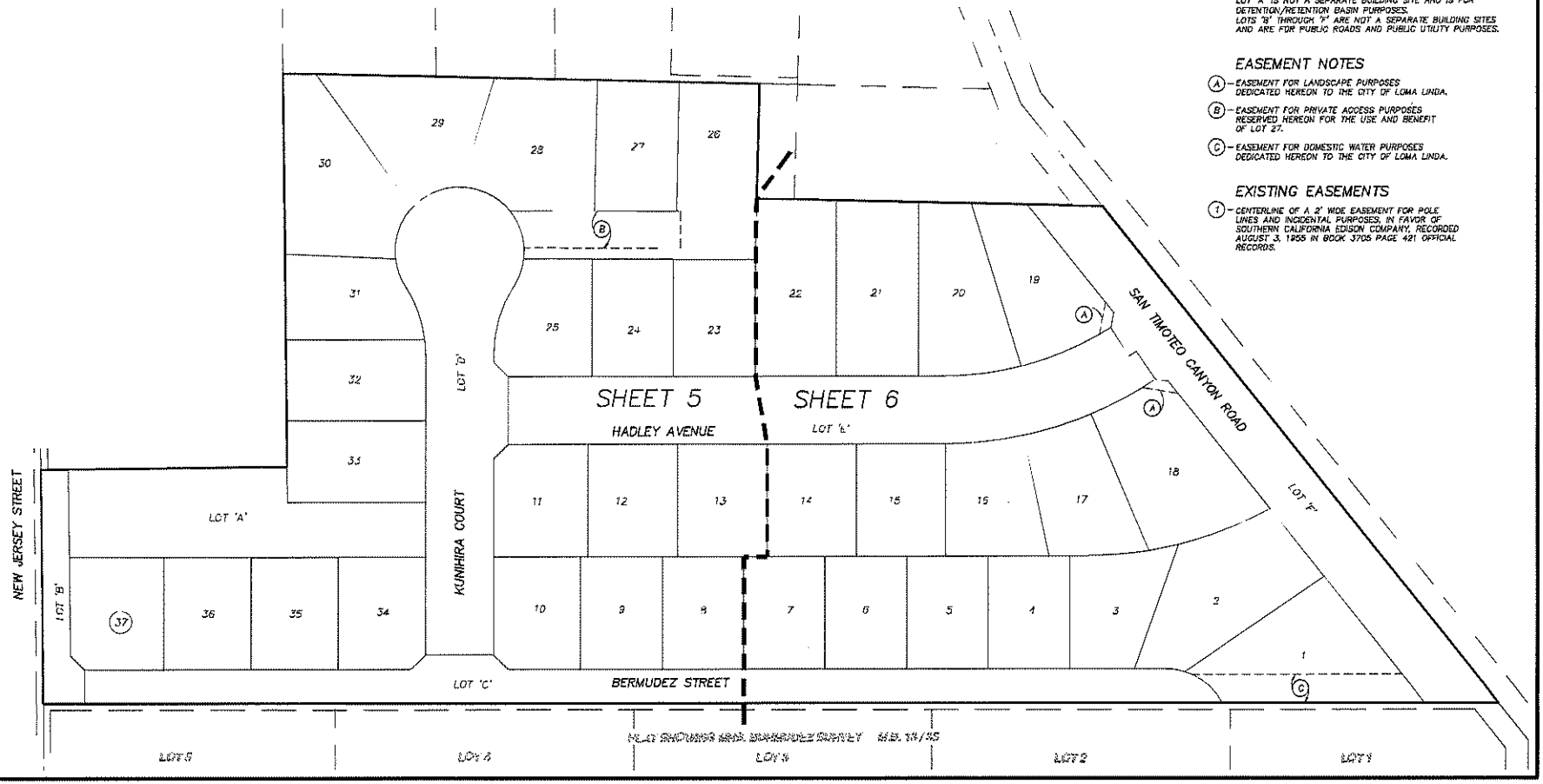
BEING A SUBDIVISION OF A PORTION OF THE 19 ACRE TRACT OF LAND AS SHOWN ON THE PLAT SHOWING MRS. BURMUDEZ SURVEY, RECORDED IN BOOK 13, PAGE 35, OF MAPS, OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

PROACTIVE ENGINEERING CONSULTANTS, INC.
CHARLES J. MOORE, L.S. 9106 DATE OF SURVEY: NOVEMBER, 2023

INDEX MAP

SCALE: 1"= 60'

0 30' 60' 120'



NOTES

LOT 'A' IS NOT A SEPARATE BUILDING SITE AND IS FOR DETENTION/RETENTION BASIN PURPOSES.
LOTS 'B' THROUGH 'F' ARE NOT A SEPARATE BUILDING SITES AND ARE FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES.

EASEMENT NOTES

(A) – EASEMENT FOR LANDSCAPE PURPOSES DEDICATED HEREON TO THE CITY OF LOMA LINDA.

(B) – EASEMENT FOR PRIVATE ACCESS PURPOSES RESERVED HEREON FOR THE USE AND BENEFIT OF LOT 27.

(C) – EASEMENT FOR DOMESTIC WATER PURPOSES DEDICATED HEREON TO THE CITY OF LOMA LINDA.

EXISTING EASEMENTS

(1) – CENTERLINE OF A 2' WIDE EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED AUGUST 3, 1955 IN BOOK 3705 PAGE 421 OFFICIAL RECORDS.

City of Loma Linda

Regular City Council Staff Report

I. Council Bill #R-2024-38 - Approve Final Tract Map No. 20404 (Canyon Ranch, South) [Public Works]

Adopt Council Bill #R-2024-38

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Consent Calendar Item: 3I.
To	**From**
City Council	T Jarb Thaipejr, City Manager

RECOMMENDATION:

It is recommended that the City Council approve the street names and then approve Council Bill #R 2024-38 for final Tract Map No. 20404.

BACKGROUND:

The purpose of this map is to create 89 single family lots from approximately 56.19 acres located north of Beaumont Avenue and west of Nevada Street. The owner/developer will install the off-site improvements and associated infrastructure for this project. On-site improvement plans have been approved for construction. Street names are not per the City adopted street naming program and, therefore, must be submitted to City Council for review and approval.

ANALYSIS:

The final Tract Map has been prepared and checked for technical correctness and requirements of the Subdivision Map Act. Public Works Department plan check fees have been paid. Infrastructure improvement agreement and guarantee has been submitted. The applicant has been working with staff and wishes to propose “Canyon Court” and “Coyote Court” for the cul-de-sacs, “Oasis Lane”, “Saddleback Drive” and “Colorado Street” for the remaining roadways.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

No impact at this time, development fees will be due at building permit issuance. Off-site improvement plan check fees have been paid.

Attachments

Tract Map 20404 Resolution.pdf

Agreement.pdf

Map B.pdf

RESOLUTION NO. R 2024-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, APPROVING FINAL TRACT MAP 20404 (North of Beaumont Avenue and West of Nevada Street)

WHEREAS, the purpose of this map is to to create 89 single family lots from approximately 56.19 acres located south of Barton Road and west of San Timoteo Canyon Road; and

WHEREAS, Tract Map 20404 has been filed with the Public Works Department and has been checked for technical correctness and requirements of the Subdivision Map Act; and

WHEREAS, off-site improvements have been guaranteed to be installed to City standard by an agreement and improvement bonds; and

WHEREAS, Public easements are required and dedicated on the map; and

WHEREAS, the City Council on May 9, 2023 approved the tentative tract map subject to conditions of approval;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda hereby approves Final Tract Map 20404.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2024 by the following vote:

Ayes:
Noes:
Absent:

_____
Phillip Dupper, Mayor

ATTEST:

_____
Lynette Arreola, City Clerk

CITY OF LOMA LINDA

AGREEMENT FOR

CONSTRUCTION OF IMPROVEMENTS

TRACT 20404

AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS

WHEREAS, the undersigned, TH Canyon Ranch Loma Linda LLC

whose business address is 450 Newport Center Drive, Suite 300
Newport Beach, CA 92660
and if an individual, whose residence is
N/A

(herein referred to as the "Subdivider",) has submitted to the City Council of the City of Loma Linda hereinafter referred to as the "City " for its approval a Final Map of a Subdivision named and designated as "Tract 20404" and;

WHEREAS, the Subdivider has not completed all of the work, or made all of the improvements required by Ordinance 109 of such other ordinances and regulations of the City requiring construction of improvements in conjunction with land division, subdivisions and the like, hereinafter collectively referred to as "said ordinance", and desires to enter into an agreement for the completion of the work and the making of the improvements and to furnish security for the performance of this contract in accordance with the provisions of said ordinance, and;

WHEREAS, the Subdivider has entered into and executed this agreement in anticipation that the City Council on the day of _____, will consider approving the final map and accepting any dedications therein offered and/or approving this subdivision agreement.

NOW, THEREFORE, as a condition of the approval of said Final map by the City, the parties agree as follows:

Section 1. Performance of Work

The Subdivider promises and agrees at his own expense to do all of the work and make all of the improvements required by said ordinance, which work and improvements, without limitation by enumeration, consists of:

Site preparation, grading, installation of curb gutter, aggregate base asphalt concrete paving sidewalks, amenities and special construction and street lights and appurtenant work; sanitary sewer mains, manholes, laterals and appurtenant work; water mains, valves, fire hydrants, service laterals and appurtenant; storm drain pipe, catch basins and appurtenant work; landscaping improvements and appurtenant work; and has an estimated cost of $4,092,000.00.

The above enumeration of items is understood to be only a general designation of the work and improvements, and not a binding description thereof, and all of said work shall be done and improvements made and completed which are shown on and in strict compliance with applicable plans and specifications as approved by the City Engineer and any subsequent amendments or additions thereto required by the City of its

engineers, even if said amendments or additions to said plans are completed after execution of this agreement, so long as the estimated cost of said amendments or additions does not exceed 10 percent of the estimated cost of the improvements to be constructed herein (and with the further understanding that the Subdivider and surety waive notice of any such change and hereby consent thereto) which plans are approved by or on behalf of the City.

The Subdivider further promises and agrees that he, his contractors and his subcontractors shall perform all work with the public's safety and well being in mind. If, in the opinion of the City engineer or his representative, the Subdivider, his contractors or his subcontractors is performing work in an unsafe manner, the City Engineer or his representative shall instruct the Subdivider or his representative to correct the unsafe condition immediately. If the unsafe condition is not corrected in a reasonable time, as determined by the City Engineer, the City Engineer shall cause the necessary corrections to be made by a third party. The Subdivider agrees to assume all costs incurred from the third party's corrective work and that the City Engineer's decision shall be considered final.

Section 2. Work: Time for Commencement and Performance

City hereby fixes the time for the commencement of said work to be on the _____day of _____, and for its completion to be within 365 calendar days, thereafter, at least fifteen calendar days prior to the commencement of work hereunder, Subdivider shall notify City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that City Engineer shall be able to provide services of inspection.

Section 3. Extension of Time

In the event good cause is shown therefore, the City Council may extend the time for completion of the improvements hereunder. It is understood that by providing security for this agreement the surety consents in advance to any extension of time as may be given by the City to the Subdivider and waives notices of such extension. The making of an application for an extension of time by the Subdivider shall, upon the granting of the application by the City, constitute a waiver by the Subdivider and by the surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by the City within the period of four years immediately following the date to which the time of performance was extended.

Section 4. Repairs and Replacements

The Subdivider promises and agrees to maintain all of the improvements to be constructed under this agreement within public rights-of-ways or public easements in a state of good repair, until all of the work and improvements are completed and accepted by or on behalf of the City and until the security for the performance of this agreement is released. Said maintenance shall include, but shall not be limited to, repair of pavements, curbs, gutters, sidewalks, parkways, sewers, and removal of debris from sewers and storm drains; said maintenance shall also include, but not limited to by this enumeration, sweeping, repairing and maintaining in good and safe condition all public streets and

street improvements. It shall be the Subdivides' responsibility to initiate this work, but if he should fail to do so, he shall promptly perform such maintenance when notified to do so by the City Engineer of the City. Upon failure of the Subdivider to properly maintain, the City may do all necessary work required by this section, the cost thereof being chargeable to the Subdivider and his surety under this agreement. The Subdivider and his surety further agree under this agreement to hold the City and its officers and employees free and harmless from any claim, demand or action for damages, injury, or death, and to indemnify the City for any loss, arising out of or incurred as the result of or in connection with improper maintenance or dangerous conditions or any act of omission in connection with any of the maintenance activities required under this section, existing or occurring or arising out of any act or omission occurring prior to final acceptance by the City of all the work and improvements constructed under this agreement.

The Subdivider shall be responsible for maintaining all improvements constructed under this agreement within public rights-of-ways or public easements for a period of one year following completion of the work and acceptance by the City against any defective work or labor done, or defensive materials furnished in the performance of this agreement. It is further agreed that upon completion and acceptance of the improvements by the City, a separate surety guaranteeing maintenance of items installed as part of this agreement will be provided to the City by the Subdivider in the amount of ten percent of the face amount of the performance surety, (but not less than $1,000) which amount will guarantee and warrant the work for a period of one year following the completion and acceptance by the City against any defective work or labor done, or defective materials furnished in the performance of this agreement with the City.

Section 5. Utility Deposits - Statement

Subdivider shall file with the City Clerk, prior to the commencement of any work to be performed within the area delineated on the map, a written statement signed by Subdivider, and each public utility corporation involved, to the effect that Subdivider has made all deposits legally required by such public utility corporation for the connection of any and all public utilities to be supplied by such public utility corporation within the subdivision.

Section 6. Permits - Compliance with Law

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

Section 7. Superintendence by Subdivider

Subdivider shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider. The name of such foreman is Larry Willis, his nighttime emergency phone is 858-361-6861.

Section 8. Inspection by City

Subdivider shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the work, and to the shops wherein the work is in preparation.

The normal workday shall be considered as 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays recognized by the City. Neither the Subdivider, his contractors, nor his subcontractors shall perform any work outside the above enumerated working hours without the prior approval of the City Engineer. Subdivider shall also post a deposit in an amount determined by the City Engineer to be used to pay for overtime inspection services.

If the Subdivider, his contractors, or his subcontractors perform any work outside the normal workday without arranging for and receiving permission in advance from the City Engineer, said work shall be rejected by the City. Subdivider, at his sole expense, shall remove or repair said work at the option and direction of the City Engineer.

Section 9. Improvement Security

Concurrently with the execution hereof, Subdivider shall, furnish: (1) a surety bond in an amount equal to at least one hundred percent of the estimated cost of improvements enumerated in Section One as security for the faithful performance of this agreement; and (2) a separate surety bond in an amount equal to at least fifty percent of the estimated cost of improvements enumerated in Section One as security for the payment of all persons performing labor and furnishing materials in connection with this agreement. The Subdivider shall utilize the bond forms provided by the City. In lieu of a faithful performance bond, the Subdivider may file an instrument of credit as provided in Government Code Section 66499, or may deposit cash with said City in the sum of _____

_____

_____

Dollars, ($_____), which sum is equal to the estimated cost of said work and improvements as herein specified, for the faithful performance of the terms and conditions of this agreement, and it is hereby further agreed that when any portion of the aforesaid work and improvement has actually been fully completed to the satisfaction of the City Engineer and upon certification to this fact by said City Engineer, said City Engineer may in his discretion authorize from time to time partial withdrawals of said deposit for portions of said work and improvement completed in the amounts as follows, to wit:

a. Upon completion of all water pipe lines, fire hydrants, gate valves, water service connections, and other appurtenances thereof, the sum of $_____

b. Upon completion of the construction of all concrete curb, gutter, cross gutters, sidewalks, storm drains and appurtenances, the sum of $ _____

b. Upon completion of all sanitary sewer mains, house laterals, manholes and

other appurtenances, the sum of $ _____

c. Upon completion of preparation of all sub grade, base for pavement and paving
of roadways of all streets, the sum of $ _____

d. 31 days after the completion of the entire work and improvements and acceptance thereof by the City Engineer and the City Council of the City of Loma Linda, the balance of $ _____

Section 10. Cash Payments

Concurrently with the execution hereof, in addition to aforementioned bond or cash deposit, for improvement security, the Subdivider shall pay cash in the amounts listed below to cover the cost of the following enumerated items of work:

a. Water line unit of benefit for connecting to existing water line not covered by reimbursement agreement

_____Linear Feet @ $_____ $_____

b. Proportional cost of existing water line covered by reimbursement agreement

_____ Linear Feet @ $_____ $_____

_____ Acres @ $_____ $_____

c. Sewer line unit of benefit for connecting to existing sewer line not covered by reimbursement agreement

_____ Linear Feet @ $_____ $_____

_____Acres @ $_____ $_____

d. Proportional cost of existing sewer main covered by reimbursement agreement

_____Linear Feet @ $_____ $_____

_____ Acres @ $_____ $_____

e. Payment of existing 1911 or 1915 Bonds

Series_____ Bonds Nos. _____$_____

f. Deposit for plan checking of offsite improvements itemized in Section 1 $ _____
Inspection fees to be paid at time of permit issuance.

g. Installation of subdivision monuments and centerline ties (refundable to developer upon completion and payment to surveyor)

_____Lots @ $125.00 $ _____

h. Storm drain fee _____Acres @ $ _____

i. Final Map filing fee $_____

j. Checking and processing costs accrued $ _____

k. Annexation to Landscape Maintenance District $ _____

l. Deposit for completion of engineering $_____

m. See attached Development Fee Schedule. $ _____

TOTAL CASH PAYMENTS TO CITY $_____

Payment of the above fees shall not be construed as relieving the Subdivider from payment of fees to the City of Loma Linda for plan check, permit, inspection fees for grading or building construction or other fees due the City.

Section 11. Hold-Harmless Agreement

Subdivider hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury including death, as well as from claims for property damage which may arise from Subdivider's or Subdivider's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by Subdivider or by any one or more persons directly or indirectly employed by, or acting as agent for, Subdivider or any of Subdivider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

a. That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider of any of the insurance policies in Section 12 thereto.

b. That the aforesaid hold-harmless agreement by Subdivider shall apply to all damages and claims for damages for every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Section, regardless of whether or not City has prepared, supplied or approved of, plans and specifications for the subdivision, or regardless of whether or not

such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 12. Subdivider's Insurance

Subdivider shall not commence work under this agreement until Subdivider shall have obtained all insurance required under Section, nor shall Subdivider allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. All insurance required by this Section shall name the City as the Certificate Holder and shall have a 10-day minimum cancellation notice.

a. Subdivider shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Subdivider's employees employed at the site of improvement, and in case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractor's or subcontractor's employees.

In case any class of employees engaged in work under this agreement at the site of the project is not protected under any Worker's Compensation law, Subdivider shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Subdivider hereby indemnifies City for any damage resulting to it from failure of either Subdivider or any contractor or subcontractor to take out or maintain such insurance.

b. Public Liability and Property Damage Insurance

Subdivider shall take out and maintain during the life of this agreement such public liability and property damage insurance to defend, indemnify, and hold-harmless the City of Loma Linda, its elective and appointive boards, commissions, officers, agents, Subdivider and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Subdivider's or any contractor's or subcontractor's operations hereunder, and the amount of such insurance shall be as follows:

(1) Public Liability Insurance

In an amount not less than $500,000.00 for injuries, including but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than $5,000,000.00 on account of any one occurrence;

(2) Property Damage Insurance

In an amount of not less than $100,000.00 for damage to the property of each person on account of any one occurrence.

An endorsement containing the following provisions shall be added to the public liability and property damage insurance:

"Solely as respects work done by and on behalf of the named insured in the City of Loma Linda, and limited to Tract 20404, it is agreed that the City of Loma Linda is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance available to the City of Loma Linda, California, and under any other third party liability policy.

It is further agreed that this insurance shall defend, indemnify, and hold-harmless, the City of Loma Linda from all claims arising out of work directly or indirectly associated with work performed by the named insured.

It is further agreed that the other insurance conditions of the policy are amended to conform therewith."

Section 13. Evidence of Insurance

Subdivider shall furnish City concurrently with the execution hereof, satisfactory evidence of the insurance required, and evidence that each carrier is required to give City at least thirty days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement.

Section 14. Title to Improvements

Title to, and ownership of, all improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion an acceptance of such improvements by City.

Section 15. Subdivider not Agent of City

Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this agreement.

Section 16. Cost of Plan Check and Inspection

Subdivider shall pay to the City all necessary fees for engineering plan check and normal work day inspection services furnished by the City to provide these services for the improvements that the Subdivider is required to construct in accordance with Section 1 herein.

Section 17. Breach of Agreement - Performance by Surety or City

If the Subdivider and the surety fail to install all or any part of the improvements required by this contract within the time set forth herein, or fail to comply with any other

obligation contained herein, they shall be liable to the City for any administrative expenses, engineers' and attorneys' fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

It is further understood and agreed that upon Subdivider's default of any obligation hereunder, insolvency, bankruptcy, assignment for the benefit of creditors, or receivership, and at any time after any such occurrence, the City may make written demand upon the Subdivider or surety or both to immediately remedy the default or complete the work. If said remedial activities or completion of work are commenced within fifteen days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within thirty days after the making of such demand (or such other time as may be contained in said demand), the City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of the City may be required, all at the full expense and obligation of the Subdivider and surety and all without the necessity of giving any further notice to the Subdivider or surety before the City performs or arranges for performance of any remaining work or improvements and whether or not the Subdivider or surety have constructed any of the required improvements at the time. In the event the City elects to complete or arrange for completion of remaining work and improvements, the City Engineer, upon such election, may require all work by the Subdivider or surety to cease in order to permit adequate coordination by the City for completing any remaining work and improvements not yet completed.

Section 18. General

It is agreed that all work and improvements done pursuant to this agreement shall conform to the standards applicable at the time work is actually commenced.

For purposes of enforcing this agreement, the term "City" includes the City Council, the City Manager, the City Attorney, City Engineer, or any of them or any of their authorized representatives.

Section 19. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notice required to be given to City shall be addressed as follows:

Public Works Director
25541 Barton Road
Loma Linda, CA 92354-3901

Notices required to be given to Subdivider
shall be addressed as follows:

Joseph Martin
TH Canyon Ranch Loma Linda LLC
450 Newport Center Drive, Suite 350
Newport Beach, CA 92660

Provided that any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

Section 20. Rights and Remedies Cumulative

The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the City. Dated this_____day of _____, 2024.

ATTEST:

CITY OF LOMA LINDA

_____
City Clerk

By _____
Phillip Dupper, Mayor

TH Canyon Ranch Loma Linda, LLC; a California limited liability company

Acting on behalf of KL LB BUY 4, LLC; a Delaware limited liability company

By_____
(To be Sealed and Notarized)
JOE MARTIN

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 November 5, 2024 before me, Michelle L. Wehr, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Joe Martin
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.

MICHELLE L. WEHR
Notary Public - California
Orange County
Commission # 2486121
My Comm. Expires Apr 9, 2028

Signature _____
Signature of Notary Public

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: Agreement for Construction of Improvements - City of Loma Linda
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ 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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NUMBERED LOTS: 89
LETTERED LOTS: 9
GROSS ACREAGE: 56.191 ACRES
NET AREA: 46.232 ACRES

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

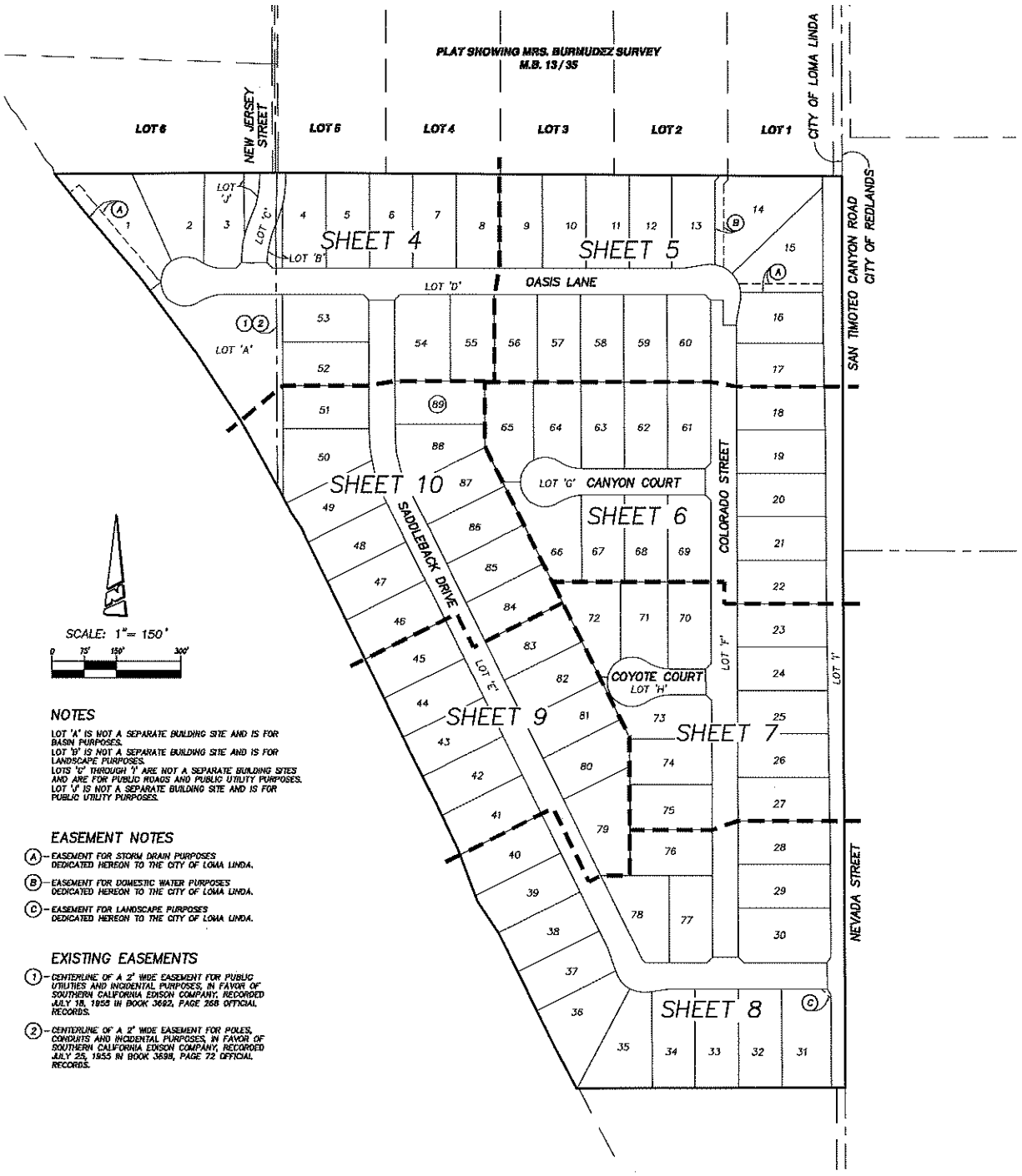
TRACT MAP NO. 20404

BEING A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN TOGETHER WITH A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

PROACTIVE ENGINEERING CONSULTANTS, INC.
CHARLES J. MOORE, L.S. 9106

DATE OF SURVEY: NOVEMBER, 2023

INDEX MAP



NOTES

LOT 'A' IS NOT A SEPARATE BUILDING SITE AND IS FOR BASIN PURPOSES.
LOT 'B' IS NOT A SEPARATE BUILDING SITE AND IS FOR LANDSCAPE PURPOSES.
LOTS 'C' THROUGH 'I' ARE NOT A SEPARATE BUILDING SITES AND ARE FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES.
LOT 'J' IS NOT A SEPARATE BUILDING SITE AND IS FOR PUBLIC UTILITY PURPOSES.

EASEMENT NOTES

(A) – EASEMENT FOR STORM DRAIN PURPOSES DEDICATED HEREON TO THE CITY OF LOMA LINDA.

(B) – EASEMENT FOR DOMESTIC WATER PURPOSES DEDICATED HEREON TO THE CITY OF LOMA LINDA.

(C) – EASEMENT FOR LANDSCAPE PURPOSES DEDICATED HEREON TO THE CITY OF LOMA LINDA.

EXISTING EASEMENTS

(1) – CENTERLINE OF A 2' WIDE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 18, 1955 IN BOOK 3692, PAGE 268 OFFICIAL RECORDS.

(2) – CENTERLINE OF A 2' WIDE EASEMENT FOR POLES, CONDUITS AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 25, 1955 IN BOOK 3698, PAGE 72 OFFICIAL RECORDS.

City of Loma Linda

Regular City Council Staff Report

J. Notice of Completion of the Installation of Water Valves at Various Locations (CIP 24-670) - Contractor: MCC Pipeline, Inc. [Public Works]

Accept as complete and authorize recordation of Notice of Completion documents

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Consent Calendar Item: 3J.

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 August 13, 2024, the City Council awarded a contract to MCC Pipeline, Inc., located in Yucaipa, CA, for the amount of $174,632.91, with an approved contingency of $17,500. The final project cost totaled $233,810.26, exceeding the original contract and contingency by $59,177.35. This increase in cost was due to unforeseen field conditions encountered during construction, as well as the installation of two additional valves at the contract's unit price. The contractor demonstrated professionalism and completed the work to our satisfaction.

Attached is the Notice of Completion for this project. Upon City Council's authorization, the City Clerk will proceed with submitting the Notice of Completion for recordation. The contractor's one-year warranty will begin on the date of recordation.

ANALYSIS:

N/A

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Funding for this project was approved in the current Fiscal Year's Budget under the Water Distribution, Infrastructure account (Account No. 4657020-58500).

Attachments

NOC Water Valve Replacement FY 2025 CIP 24-670.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 October 25, 2024
8. The work of improvement completed is described as follows: Water Valve Replacements at Various Locations (CIP 24-670)
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is MCC Pipeline, Inc. of Yucaipa, CA 92399
10. The street address of said property is Various locations
11. The property on which said work of improvement was completed is in the City of Loma Linda County of San Bernardino, State of California, and is described as follows: Water Valve Replacements at Various Locations (CIP 24-670)

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

Attachment A: Project Eligibility Criteria

1. **Zoning**: The parcel must be in a multi-family zone.
2. **Parcel Size**: The parcel cannot exceed 5 acres.
3. **Surrounding Land Use**: At least 75% of the parcel's perimeter must be adjacent to or separated only by an improved public right-of-way from other parcels used for residential, commercial, public institutions, transit facilities, or retail purposes.
4. **Subdivision and Development Limits**:
    a. The subdivision shall create no more than 10 parcels.
    b. The housing development project shall include no more than 10 residential units.
5. **Housing Density**:
    a. If the parcel is listed in the City's Adequate Sites Inventory, it must provide at least as many units as projected.
    b. If the parcel is designated within the City's Housing Element sites inventory for very low or low-income households, it must provide at least the projected number of very low or low-income units.
    c. If not listed in the inventory, the development must achieve at least the maximum allowable residential density for the site.
6. **Ownership and Unit Size**:
    a. New units must be on fee simple ownership lots, part of a common interest development, a housing cooperative, or owned by a community land trust.
    b. The average size of new units must not exceed 1,750 square feet.
7. **Affordable Housing**: The subdivision and new units must comply with local inclusionary affordable housing requirements, if such requirements exist.
8. **Existing Housing Protection**: The housing development shall not require the demolition, alteration, or conversion of any of the following housing types:
    a. Housing with rent restrictions for low, very low, or extremely low-income households.
    b. Rent-controlled or price-controlled housing.
    c. Housing occupied by tenants in the last five years, including recently demolished or vacated properties.
    d. Properties where the owner used California Government Code Chapter 12.75 (Ellis Act) to withdraw rental accommodations in the past 15 years.
9. **Environmental and Safety Restrictions**:
    a. The parcel must not be in a Very High Fire Severity Zone.

b. It must not be a hazardous waste site unless cleared for residential use.

c. It should not be within an earthquake fault zone unless it meets seismic building codes.

d. It must not contain wetlands, Environmentally Sensitive Lands, or conserved areas.

e. It must not be in the Multi-Habitat Planning Area (MHPA) of the MSCP Subarea Plan.

f. It should not be Prime farmland or farmland of statewide importance.

g. It must not be in a FEMA regulatory floodway or Special Flood Hazard Area unless it has a FEMA Letter of Map Revision or meets floodplain management criteria.

10. **Permitting**: If a discretionary development permit is needed, the project will not be eligible under SB 684's provisions.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, AMENDING THE MUNICIPAL CODE TO ESTABLISH A SMALL HOME LOT DEVELOPMENT – 10 RESIDENTIAL UNITS MAXIMUM CHAPTER IN TITLE 17 (ZONING) OF THE LOMA LINDA MUNICIPAL CODE

WHEREAS, on October 11, 2023, Senate Bill 684 (Chapter 783, Statutes of 2023) was approved by the Governor of the State of California and filed with the Secretary of State, adding to the Government Code Sections 65852.28, 65913.4.5, and 66499.41, allowing ministerial approval of a subdivision of ten or fewer parcels and ten or fewer residential units that meet specified requirements; and

WHEREAS, the changes made to the Government Code by Senate Bill 684 go into effect on July 1, 2024; and

WHEREAS, state law allows a local agency to adopt an ordinance to implement the provisions in Senate Bill 684; and

WHEREAS, the City of Loma Linda (the "City") has implemented land use policies based on the City's General Plan, which provide an overall vision for the community and balance important community needs, and the City seeks to ensure that Senate Bill 684 projects are consistent with those policies; and

WHEREAS, the proposed amendments to the City of Loma Linda Municipal Code implement requirements of state law and add local policies that are consistent with the state law and implement the City's General Plan; and

WHEREAS, the Planning Commission of the City of Loma Linda held a duly and properly noticed public hearing on October 2nd, 2024, to take public testimony and recommended the City Council adopt the proposed ordinance; and

WHEREAS, the City Council has found that the provisions of this ordinance are consistent with the goals and policies of the City's General Plan; and

WHEREAS, the proposed code amendments are intended to implement Senate Bill 684 and are not considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code, as provided in Government Code Sections 65852.28(e), 65913.4.5(b), and 66499.41(i).

WHEREAS, the Planning Commission and City Council reviewed the proposed amendments and finds that the Master Development Application No. 2024-0027; Development Code Amendment No. 2024-0006 consistent with the Loma Linda General Plan, is not detrimental to the public health, safety, and general welfare, and is in conformity with good land use practice.

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

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

SECTION 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code Sections 65852.28, 65913.4.5, and 66499.41.

SECTION 3. Approval. Planning Commission recommended approval and City Council voted to adopt the ordinance approving Master Development Application No. 2024-0027; Development Code Amendment No. 2024-0006, which amends Title 17 (Zoning) of the Loma Linda Municipal Code as indicated in “Exhibit A” and as referenced herein.

SECTION 4. CEQA Findings. The proposed Municipal Code amendment has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*) (“CEQA”). The City Council has determined that the text amendment in this ordinance is not a project under CEQA pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines, which apply to proposals that are not considered "projects" as defined in Section 15378 of the CEQA Guidelines, and thus is not subject to further environmental review under CEQA.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect this validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phase thereof, irrespective of the fact that any one or more sections, subsection, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION 6. Certification. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be posted within fifteen (15) days from its passage pursuant to Government Code section 36933.

SECTION 7. Effective Date. This Ordinance shall be in full force and effective a minimum of thirty (30) days after passage.

The Ordinance was introduced at a regular meeting of the City Council of the City of Loma Linda held on the on the 22nd day of October, 2024; and was adopted at a regular meeting of the City Council of the City of Loma Linda, California, on the 12th day of November, by the following vote:

_____

Phillip Dupper, Mayor

ATTEST:

_____

Lynette Arreola, City Clerk

CERTIFICATION:

I, Lynette Arreola, City Clerk of the City of Loma Linda, do hereby certify that the foregoing ORDINANCE NO.XX was duly adopted by the City Council at a meeting thereof held on the 12th day of November, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Lona Linda this 12th day of November 2024.

_____

Lynette Arreola, City Clerk

Exhibit A

Chapter 17.116 Small Home Lot Development – 10 Residential Units Maximum

17.116.010 Purpose.

A. The purpose of this chapter is to provide objective zoning standards for small lot subdivisions with ten or fewer units, to implement the provisions of state law as reflected in Government Code Section 65852.28, Section 65913.4.5, and Section 66499.41, and to facilitate the development of new residential housing units consistent with the City's General Plan and ensure sound standards of public health and safety. If SB 684 or those sections of the Government Code are ever repealed or deemed to be unconstitutional or no longer in effect, this section shall be automatically repealed.

17.116.020 Definitions.

A. "Extremely low-income household" has the meaning set forth in Health & Safety Code Section 50106.

B. "Lower-income household" has the meaning set forth in Health & Safety Code Section 50079.5.

C. "Moderate income household" has the meaning set forth in Health & Safety Code Section 50093.

D. "Qualified urban use" has the meaning set forth in Public Resources Code Section 21072.

E. "Substantially surrounded" has the meaning set forth in Public Resources Code Section 21159.25.

F. "Very low-income household" has the meaning set forth in Health & Safety Code Section 50105.

17.116.030 Small Lot Subdivision.

A. The Community Development Director ("Director") or their designee shall ministerially review, without a hearing, an application for a parcel map or a tentative and final map for a housing development project, and shall approve the application if the criteria in Government Code Section 66499.41 and this section are satisfied.

B. **Qualifying Criteria.** Within sixty days from the receipt of a complete application, the Director, or their designee, shall determine if the parcel map or tentative and final map for the subdivision meets all the following requirements:

1. The parcel is located within one of the following multi-family residential zones: R-3 High Density Residential Zone (0-13 dwelling units/acre), R-4 Very High Density Residential (0-20 dwelling units/acre).

2. The proposed subdivision will result in ten or fewer parcels and the housing development project on the lot proposed to be subdivided will contain ten or fewer residential units.

3. The lot is no larger than five acres and substantially surrounded by qualified urban uses.

4. The lot is a legal parcel.

5. The lot was not established pursuant to this Section 17.116 or an urban lot split pursuant to Government Code Section 66411.7.

6. The newly created parcels are no smaller than 600 square feet.

7. The housing units on the lot proposed to be subdivided are one of the following:

    a. Constructed on fee simple ownership lots;

    b. Part of a common interest development;

    c. Part of a housing cooperative, as defined in Civil Code Section 817; or

    d. Owned by a community land trust meeting the requirements of Government Code Section 66499.41.

8. The proposed development must meet one of the following:

    a. If the parcel is identified in the Housing Element for the current planning period, the development must result in at least as many units as projected for the parcel in the Housing Element. If the parcel is identified to accommodate low- or very-low-income households, the development must result in at least as many low- or very-low income units as projected in the Housing Element. These units shall be subject to a recorded affordability restriction of at least 45 years.

    b. If the parcel is not identified in the Housing Element for the current planning period, the development must result in at least as many units as the maximum allowable residential density for the parcel.

9. The average total area of floorspace for the proposed housing units on the lot proposed to be subdivided does not exceed 1,750 net habitable square feet.

10. The housing development project on the lot proposed to be subdivided adheres to applicable local inclusionary housing policies.

11. The housing development project on the lot proposed to be subdivided would not require demolition or alteration of any of the following types of housing:

    a. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low-, very low-, or extremely low-income.

    b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

    c. Housing occupied by tenants within the five years preceding the date of the application, including housing that has been demolished or that

tenants have vacated prior to the submission of the application for a development permit.

d. A parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

12. The lot being subdivided is not located on a site identified in Government Code section 66499.41(a)(9) relating to farmland, wetlands, fire hazard severity zones, hazardous waste sites, delineated earthquake faults, flood zones, lands subject to the Natural Community Conservation Planning Act, lands under a conservation easement, or habitat for protected species.

13. The proposed subdivision shall conform to all applicable objective requirements of the Subdivision Map Act (commencing with Government Code Section 66410), except as otherwise expressly provided in this chapter and Government Code Section 66499.41.

14. The proposed subdivision complies with all applicable standards established in Section 17.116 and Government Code Section 65852.28.

15. The parcels created pursuant to this Section must be served by a public water system and a municipal sewer system.

16. The development proposed on the parcels complies with all objective zoning standards, objective subdivision standards, and objective design review standards applicable to the parcel as provided in the zoning district in which the parcel is located, and Section 17.115 Objective Design Standards except that a proposed housing development is not required to comply with minimum requirements on size, width, depth, or dimensions of an individual parcel beyond the minimum parcel size specified in Section 6 above.

17. If any existing dwelling unit is proposed to be demolished, the applicant will comply with the replacement housing provisions of Government Code Section 66300(d).

C. Development on Each Lot. At least one residential structure in compliance with applicable provisions of the California Building Standards Code [or including municipal/county code section] must be developed on each resulting parcel that does not already contain an existing legally permitted residential structure or is reserved for internal circulation, open space, or common area.

D. Prohibition of Accessory Dwelling and Junior Accessory Dwelling Units. An accessory dwelling unit or junior accessory dwelling unit shall not be permitted on a parcel created through this chapter."

E. Prohibition of Urban Lot Splits. A parcel created under this chapter may not be further subdivided pursuant to an urban lot split under SB 9 (Government Code Section 66411.7).

F. Declaration of Prior Tenancies. If any existing housing is proposed to be demolished, the owner of the property proposed for the subdivision shall sign an affidavit, in the form approved by the Director, or their designee, stating that none of the conditions listed in Section 11 above exist and shall provide a comprehensive history of the occupancy of the units to be altered or demolished for the past five years on a form approved by the Director.

G. Specific Adverse Impacts. In addition to the criteria listed in this section, a subdivision proposed under this chapter may be denied if the Director, or their designee, makes a written finding, based on a preponderance of the evidence, that the proposed subdivision or proposed housing development project would have a specific, adverse impact upon public health and safety, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. A "specific adverse impact" is a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation and eligibility to claim a welfare exemption are not specific health or safety impacts.

17.116.040 Housing Development of Small Lot Subdivisions

A. The Director, or their designee, shall ministerially review, without a hearing, an application for a housing development project on a lot that is subdivided pursuant to Section 17.116 and Government Code Section 66499.41, and shall approve the application if the criteria in Government Code Section 65852.28 and this section are satisfied.

B. Qualifying Criteria. Within sixty days from the receipt of a complete application, the Director, or their designee, shall determine if the housing development project meets all the following requirements:

1. The proposed housing development is on a lot created in accordance with Section 17.116 and Government Code Section 66499.41.

2. The proposed housing development complies with all objective zoning standards, objective subdivision standards, and objective design review standards applicable to the parcel as provided in the zoning district in which the parcel is located that do not conflict with Section 17.115 and Government Code Sections 65852.28 and 66499.41; provided, however:

    a. The Director, or their designee, shall modify or waive any standard if the standard would have the effect of physically precluding the construction of the development project at 20 dwelling units per acre. Any modifications of development standards shall be the minimum modification necessary.

    b. No setback between the units is required, except as provided in the California Building Code (Title 24 of the California Code of Regulations).

    c. Required rear and side yard setbacks from the original lot line shall equal four feet, except that no setback shall be required for an existing legally

created structure or a structure constructed in the same location and to the same dimensions as an existing legally created structure.

3. **Parking.** One parking space, which may be uncovered or not enclosed, shall be required per unit constructed on a parcel created pursuant to the procedures in this section, except that no parking may be required where the parcel is located within one-half mile walking distance of either a stop located in a high-quality transit corridor, as defined in Public Resources Code Section 21155(b), or a major transit stop, as defined in Public Resources Code Section 21064.3.

4. **Floor Area Ratio Standards**. Floor area ratios shall be consistent with that of the underlying zone, except that:

    a. For a housing development project consisting of three to seven units, inclusive, the floor area ratio shall be at least 1.0.

    b. For a housing development project consisting of eight to ten units, inclusive, the floor area ratio shall be at least 1.25.

C. Specific Adverse Impacts. In addition to the criteria listed in this section, a proposed housing development may be denied if the building official makes a written finding, based on a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. A "specific adverse impact" is a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation and eligibility to claim a welfare exemption are not specific health or safety impacts.

17.116.050 Building Permits for Housing Development of Small Lot Subdivisions

A. The Building Official shall issue a building permit for one or more residential units that are part of a housing development project on a lot that is subdivided pursuant to Section 17.116 and Government Code Section 66499.41, and shall approve the application if the criteria in Government Code Section 65852.28 and this section are satisfied and has met the following criteria:

1. The applicant has received a tentative map or parcel map approval for the subdivision.

2. The applicant has submitted a complete building permit application.

B. Any dedication, improvement, and sewer requirements identified in the approved tentative map or parcel map or its conditions of approval shall be guaranteed to the City's satisfaction.

C. The applicant must submit proof, to the satisfaction of the city attorney, of a recorded covenant and agreement enforceable by the city that the applicant agrees the building permit is issued on condition that a certificate of occupancy or equivalent final approval for the building will not be issued unless the final map has been recorded.

D. The applicant shall provide security to ensure faithful performance of the requirements identified in the approved tentative or parcel map or its conditions of approval in the form of bonds, an instrument of credit from one or more financial institutions subject to regulation by the state or federal government and pledging that the sufficient funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, or a letter of credit from such a financial institution. The amount of the security shall be an amount not more than 300% of the total estimated cost of improvements or acts to be performed.

E. Specific Adverse Impacts. In addition to the criteria listed in this section, issuance of a building permit may be denied if the Building Official makes a written finding, based on a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. A “specific adverse impact” is a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation and eligibility to claim a welfare exemption are not specific health or safety impacts.

City of Loma Linda

Regular City Council Staff Report

B. Council Bill No. O-2024-07 (Second Reading) an ordinance of the City Council of the City of Loma Linda amending in part, Title 17 (Zoning), Chapter 17.110 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Loma Linda Municipal Code (Master Development Application No. 2024-0026/Development Code Amendment No. 2024-0005) [Community Development]

Adopt Council Bill #O-2024-07

Meeting	Agenda Group
Tuesday, November 12, 2024, 7:00 PM	Old Business Item: 4B.

To	From
City Council	Lorena Matarrita, Community Development Director

Via
T Jarb Thaipejr, City Manager

RECOMMENDATION

Waive the reading of Council Bill #O-2024-07 in its entirety, direct the Clerk to read by title only, and Adopt an ordinance of the City Council of the City of Loma Linda amending in part, Title 17 (Zoning), Chapter 17.110 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Loma Linda Municipal Code (Master Development Application MDA-2024-0026/Development Code Amendment DCA-2024-0005).

BACKGROUND

On October 2, 2024, the Planning Commission unanimously recommended approval of Council Bill #O-2024-07,an ordinance of the City Council of the City of Loma Linda amending in part, Title 17 (Zoning), Chapter 17.110 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Loma Linda Municipal Code (Master Development Application MDA-2024-0026/Development Code Amendment DCA-2024-0005). On October 22, 2024, the City Council approved Council Bill #O-2024-07 and set the second reading for November 12, 2024, as recommended by City Staff.

Tonight's action is to consider the final adoption of the ordinance. If adopted, the ordinance will become effective in thirty (30) days.

FISCAL IMPACT

There is no fiscal impact related to this Municipal Code amendment.

ATTACHMENTS

A. Council Bill #O-2024-07, Ordinance and Exhibit A

Attachments

Attachment A - Ordinance and Exhibit

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, AMENDING IN PART, TITLE 17 (ZONING), CHAPTER 17.110 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS) OF THE LOMA LINDA MUNICIPAL CODE

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

WHEREAS, on April 13, 2021, the City Council adopted Ordinance No. 766, establishing Chapter 17.110 of the Loma Linda Municipal Code, to regulate Accessory Dwelling Units and Junior Accessory Dwelling Units within the City's residential and mixed-use zoning districts; and, in accordance with State law, forwarded the enacting Ordinance to the State Department of Housing and Community Development (HCD) for compliance review; and

WHEREAS, on February 11, 2022, HCD provided correspondence indicating that the City's adopted Ordinance would require minor amendments in order to be deemed compliant with the latest requirements of the State law governing Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs); and

WHEREAS, since the time of HCD's initial compliance review of the City's Ordinance, followed by HCD's updating of their ADU Handbook, the California Legislature continued to pass legislation affecting local agencies adopted regulations for ADUs and JADUs; specifically including Assembly Bill (AB) 2221 and Senate Bill (SB) 897 that went into effect on January 1, 2023; SB 477, enacted in March, 2024, and most recently SB 1211 that will go into effect January 1, 2025; and

WHEREAS, amendments, as set for in "Exhibit A" to this Ordinance, are proposed for Title 17 (Zoning), Chapter 17.110 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Loma Linda Municipal Code through the City-initiated Master Development Application (MDA-2024-0026)/Development Code Amendment (DCA-2024-0005) enabling a comprehensive update of the local regulation of ADUs and JADUs city-wide in compliance with State law; and

WHEREAS, on October 2, 2024, the Planning Commission held a duly noticed public hearing on the proposed development code amendment and Ordinance, at which an oral and written presentation was made and comments received, and the Planning Commission made a recommendation to City Council to adopt the ordinance; and,

WHEREAS, on October 22, 2024, the City Council conducted the first reading of the development code amendment and the second reading on November 12, 2024 where it adopted the Ordinance, approving Master Development Application (MDA-2024-0026)/Development Code Amendment (DCA-2024-0005); and,

WHEREAS, the Planning Commission and City Council have reviewed the proposed amendments and find that Master Development Application (MDA-2024-0026)/Development Code Amendment (DCA-2024-0005) is consistent with the Loma Linda General Plan, is not detrimental to the public health, safety, and general welfare, and is in conformity with good land use practice.

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

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

Section 2. Environmental Exemption. Pursuant to Section 21080.17 (Amended 8-27-24) of the California Public Resources Code, the adoption of the adoption of Loma Linda Council Bill No. O-2024-07 (MDA-2024-0026/DCA-2024-0005) is statutorily exempt from the California Environmental Quality Act (CEQA), in that CEQA does not apply to the adoption of an ordinance by a city or county to implement Section 65852.1 of, or Article 2 (commencing with Section 66314) or Article 3 (commencing with Section 66333) of Chapter 13 of Division 1 of Title 7 of the Government Code (the State ADU law).

Section 3. Approval. The Planning Commission recommended adoption and City Council hereby adopts Council Bill No. O-2024-07, which amends in part, Title 17 (Zoning), Chapter 17.110 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Loma Linda Municipal Code (MDA-2024-0026/DCA-2024-0005) as indicated in "Exhibit A" and as referenced herein.

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect this validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phase thereof, irrespective of the fact that any one or more sections, subsection, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

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

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

The Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the 22nd day of October 2024 and was adopted on the 12th day of November 2024 by the following vote to wit:

Phillip Dupper, Mayor

Attest:

Lynette Arreola, City Clerk

CERTIFICATION:

I, Lynette Arreola, City Clerk of the City of Loma Linda, do hereby certify that the foregoing ORDINANCE NO.XX was duly adopted by the City Council at a meeting thereof held on the 12th day of November, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Lona Linda this 12th day of November 2024.

_____

Lynette Arreola, City Clerk

Exhibit A

Muncipal Code Title 17: Chapter 17.110
ACCESSORY DWELLING UNITS
AND JUNIOR ACCESSORY DWELLING UNITS

Sections:

17.110.010 Purpose and Intent.
17.110.020 Definitions.
17.110.030 Statutory Requirement and Mandatory Approval.
17.110.040 Permitted Zones.
17.110.050 Number and Types of Units Allowed.
17.110.060 Development Standards.
17.110.070 Additional Requirements.
17.110.080 Application and Permits.

17.110.10 Purpose and Intent.

A. Purpose. The purpose of this Chapter is to establish the requirements for the creation of Accessory Dwelling Units and Junior Accessory Dwelling Units, as defined in Government Code Section 66313, or any successor statute, in areas designated for residential use, including as part of a planned community development plan or specific plan, and to provide development standards to ensure the orderly development of these units in appropriate areas of the City, in compliance with Government Code Sections 66310 – 66342.

B. Intent. It is the intent of this Chapter that any construction, establishment, alteration, enlargement, or modification of an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit comply with the requirements of this Chapter and the City's Building and Fire Codes. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit that conforms to the standards of this Chapter shall not be:

1. Deemed to be inconsistent with the General Plan designation and zone for the parcel on which the Accessory Dwelling Unit or Junior Accessory Dwelling Unit is located.

2. Deemed to exceed the allowable density for the parcel on which the Accessory Dwelling Unit or Junior Accessory Dwelling Unit is located.

3. Considered in the application of any City ordinance, policy, or program to limit residential growth.

4. Required to correct a nonconforming zoning condition as defined in Chapter 17.02 (Introduction and Definitions) or under the provisions of Chapter 17.22 (Nonconforming Uses). This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code Section 17980.12.

17.110.020 Definitions.

The following definitions apply in order to enact the specific requirements of this Chapter:

A. Accessory Dwelling Unit. An Accessory Dwelling Unit is a unit as defined by Government Code Section 66313 to mean an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and shall have a bathroom, and shall be located on the same parcel as the single-family or multifamily dwelling. An Accessory Dwelling Unit also includes an efficiency unit as defined in Section 17958.1 of the Health and Safety Code and a manufactured home as set forth in Section 18007 of the Health and Safety Code.

B. Attached Accessory Dwelling Unit. An Attached Accessory Dwelling Unit is a unit that shares at least one common wall with the primary dwelling.

C. Detached Accessory Dwelling Unit. A Detached Accessory Dwelling Unit is a unit constructed as a separate structure from a primary dwelling.

D. Efficiency Kitchen. An efficiency kitchen is a kitchen facility that contains a sink with a drain, a cooking facility with appliances, and a dedicated area for food preparation counter space with storage cabinets.

E. Junior Accessory Dwelling Unit. A Junior Accessory Dwelling Unit is a unit as defined by Government Code Section 66313 to mean a residential dwelling unit that is contained entirely within the area of a single-family dwelling. It shall include an efficiency kitchen, and may include a bathroom facility or share bathroom facilities within the single-family dwelling.

F. Multifamily Dwelling or Multifamily Development. For purposes of this Chapter, multifamily dwelling or multifamily development means a structure with two or more attached dwellings on a single parcel. Multiple detached single-family dwellings on the same parcel are not considered multifamily dwellings or multifamily development.

G. Objective Standard. For the purposes of this Chapter, an objective standard is a standard that involves no personal or subjective judgement by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

H. Passageway. For the purposes of this Chapter, a passageway means a pathway that is unobstructed clear to the sky and extends from the street to one entrance of the Accessory Dwelling Unit.

17.110.030 Statutory Requirement and Mandatory Approval.

An Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be approved ministerially provided all applicable requirements of this Chapter are met. However, in no case shall any requirements for lot coverage, floor area ratio, open space, minimum lot size, front setback; any other requirements of this Chapter; or any provisions contained elsewhere in Title 17 (Land Use Development Code) be interpreted or implemented in any manner that would preclude the development of:

A. Accessory Dwelling Unit. Any Accessory Dwelling Unit that is up to 800 square feet in size, which has an overall height above grade of no more than 16 feet, and provides minimum four-foot-wide side and rear yard setbacks.

B. Junior Accessory Dwelling Unit. Any Junior Accessory Dwelling Unit that is 500 square feet or smaller in size and contained within an existing or proposed single-family dwelling.

17.110.040 Permitted Zones.

A. Single-Family Zones. An Accessory Dwelling Unit and/or a Junior Accessory Dwelling Unit shall be permitted in conformance with the requirements of this Chapter in all zoning districts allowing single-family development, on parcels developed with existing single-family dwellings, or in conjunction with a proposed single-family dwelling.

B. All Zones. Accessory Dwelling Units shall be permitted in conformance with the requirements of this Chapter in all zoning districts allowing or proposing residential development or mixed land use development that includes residential, or on parcels developed with existing residential dwellings where the existing zoning district allows residential uses. An Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit shall not be created on any parcel that is no longer zoned for residential uses, regardless of whether such parcel is developed with residential structure(s).

17.110.050 Number and Types of Units Allowed.

A. Single-Family Accessory Dwelling Unit. A parcel developed with one existing or proposed single-family dwelling that is located within a zoning district permitting residential uses, shall be permitted to establish one Accessory Dwelling Unit by one of the following means:

1. As a unit attached to an existing or proposed single-family dwelling.

2. As a new detached structure.

3. As an addition attached to an existing or proposed accessory structure.

4. As a conversion of an existing or proposed single-family residence or detached accessory structure, including the addition of up to 150 square feet of newly constructed space as necessary for providing ingress/egress to the unit.

5. Reconstruction of an existing detached accessory structure or habitable area that is proposed to be converted to an Accessory Dwelling Unit, or a portion thereof, in the same location and with the same dimensions and setbacks as provided for the original structure.

B. Single-Family Junior Accessory Dwelling Unit. A parcel developed with one existing or proposed single-family dwelling that is located within a zoning district permitting single-family uses, shall be permitted to establish one Junior Accessory Dwelling Unit by one of the following means:

1. As a unit contained entirely within the walls, including both livable and non-livable space, of the existing or proposed single-family dwelling that must be the primary dwelling on an individual parcel.

2. As a unit created within a garage attached to the existing single-family dwelling that must be the primary dwelling on an individual parcel.

C. Unit Combination Limit for Single-Family. The number and combination of units where a parcel is developed with one existing or proposed single-family dwelling is limited to the following:

1. One Attached Accessory Dwelling Unit within the existing or proposed space of a single-family dwelling or accessory structure that meets specified requirements such as exterior access and setbacks for fire and safety, plus one Junior Accessory Dwelling Unit; and

2. One Detached Accessory Dwelling Unit constructed in conformance with all applicable development standards of this Chapter.

D. Multifamily Accessory Dwelling Units. A parcel developed with an existing multifamily development that is located in a zoning district permitting residential development or mixed land uses that include residential development, shall be permitted to establish Accessory Dwelling Units by one of the following means:

1. By converting non-habitable space, including, but not limited to, storage rooms, passageways, attics, basements, and attached garages, within the walls of an existing multifamily building. Non-habitable space does not include any area of the multifamily building that is intended for human habitation, including living, sleeping, eating, or sanitation.

2. By constructing a new detached structure that is 800 square feet or smaller in size, has an overall height above grade of no more than 16 feet, and provides minimum four-foot-wide side and rear yard setbacks.

E. Unit Limitation for Multifamily. The number of units where a parcel is developed with existing multifamily dwellings is limited to either:

1. A maximum of 25 percent of the existing number of multifamily dwelling units where non-habitable space is being converted, with fractional amounts rounded down; or

2. A maximum of eight Detached Accessory Dwelling Units, each of which is constructed independently of each other and the existing multifamily dwellings, and in conformance with all applicable development standards of this Chapter, provided that the number of Accessory Dwelling Units does not exceed the number of existing units on the parcel. Where a multifamily building is proposed, the maximum number of Detached Accessory Dwelling Units is limited to two.

17.110.060 Development Standards.

The development standards of the zone in which an Accessory Dwelling Unit or Junior Accessory Dwelling Unit is located shall apply unless specifically modified by the provisions within this Chapter and as follows:

A. Minimum Parcel Area. There shall be no minimum parcel area required in order to establish an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit in any zone.

B. Setback Requirements. Accessory Dwelling Units and Junior Accessory Dwelling Units shall comply with the setback requirements applicable to the zoning district, with the following exceptions:

    1. For conversion of existing enclosed floor area, garage, or carport, no additional setback is required, beyond the setback provided for the existing structure.

    2. For replacement of an existing enclosed structure, garage, or carport, no additional setback is required, beyond that which was existing. This provision shall only apply to Accessory Dwelling Units that are replacing existing structures within the same footprint and do not increase the existing structure's size and/or height.

    3. Newly constructed Accessory Dwelling Units shall provide a minimum setback of four feet from all side and rear property lines, whether Attached or Detached.

    4. No part of an Accessory Dwelling Unit may be closer to the front property line than the front plane of the primary dwelling or 25 feet, whichever is less.

    5. If the front yard setback is the only location on the lot where an Accessory Dwelling Unit may be lawfully constructed, then the Accessory Dwelling Unit may encroach into the required front yard setback as necessary to enable the construction of an 800-square foot unit.

C. Building Height. Newly constructed Accessory Dwelling Units shall not exceed an overall height above grade of 16 feet, with the following exceptions:

    1. If located within a half-mile of a major transit stop or high-quality transit corridor as defined in California Public Resources Code Section 21155, a Detached Accessory Dwelling Unit that is on the same parcel with either a single-family or multi-family dwelling may be up to 18 feet in height, with an allowance of up to two additional feet, for a maximum of 20 feet, if necessary to match the roof pitch of the primary dwelling.

    2. If a Detached Accessory Dwelling Unit is on the same parcel with an existing or proposed multistory, multifamily dwelling, the unit may be up to 18 feet, regardless of proximity to transit.

    3. An Attached Accessory Dwelling Unit may be up to 25 feet in height or the primary dwelling height limit of the underlying zoning district, whichever is lower, and limited to two stories.

D. Unit Size. The following unit sizes shall apply:

    1. The maximum size of a Detached or Attached Accessory Dwelling Unit is 850 square feet for a unit of up to one bedroom, and 1,000 square feet for a unit with two bedrooms or more.

    2. An Attached Accessory Dwelling Unit that is established on a parcel with an existing single-family dwelling is further limited in size to a maximum of 50 percent of the floor

area of the existing single-family dwelling up to the above stated maximum size, whichever is greater.

3. The maximum size of a Junior Accessory Dwelling Unit shall be 500 square feet.

4. The minimum size of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be at least that of an efficiency unit as defined in Section 17958.1 of the Health and Safety Code.

5. There is no size requirement or limit for an Accessory Dwelling Unit converting an existing accessory structure or portion of an existing primary dwelling, unless such conversion includes more than the allowable 150 square foot new construction necessary to provide ingress/egress to the unit; in which case, the size limitations of this subsection shall apply.

E. Design - General. The exterior of an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit established by this Chapter shall match the architectural style, colors, finish materials, roof pitch and eave depth, windows, doors, trim, hardware, light fixtures of the primary dwelling on the parcel; and shall comply with any objective design standards adopted by the City that are applicable to the zone in which it is located.

F. Design – Historic Resource. An Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit on a parcel designated as an historical resource listed on the National Register, the California Register of Historic Places, or designated as a local landmark or contributor within the Historic Mission Overlay District shall be subject to applicable requirements of Chapter 17.80 (Historic Preservation) and Chapter 17.82 (Historic Mission Overlay District) and generally to the following:

1. The establishment of the Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit shall not result in or require a change to the street-facing façade of the primary dwelling.

2. Any other changes required to be made to the other elevations on the exterior of the primary dwelling shall exactly match the existing architectural style, colors, finish materials, roof pitch and eave depth, windows, doors, trim, hardware, light fixtures of the primary dwelling on the parcel, and shall meet all applicable Secretary of the Interior Standards.

3. A parcel with a valid Mills Act Contract shall be subject to adhering to the standards and conditions of that Contract as may be applicable.

F. Fire Sprinklers. An Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit shall comply with applicable requirements of the State Fire Code as adopted, including any amendments, of Title 15 (Building and Construction), including any fire sprinkler requirement. If fire sprinklers are not required for the primary dwelling pursuant to the applicable sections of Title 15 (Building and Construction), then fire sprinklers shall not be required separately for the Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit.

G. Access. Every Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit shall have direct exterior access independent of the exterior access of the primary dwelling. The

entrance shall, whenever possible, shall be located on a different side of the structure from the entrance to the primary dwelling unit.

H. Passageway. No passageway, as defined herein, shall be required in conjunction with the construction of an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit.

I. Parking. Parking shall comply with the applicable requirements of Chapter 17.24 (Parking Regulations) with exception to the following:

1. One off-street parking space is required for each Attached and Detached Accessory Dwelling Unit subject to the following:

    a. Parking may be provided as tandem parking, including on a paved driveway; however, no parking shall be permitted in the front setback unless the driveway has a minimum depth of 20 feet.

    b. Parking must be located on the same parcel as the unit, on a paved surface, without encroachment beyond the parcel boundaries, and accessible by a paved pathway.

2. No additional parking shall be required for:

    a. Junior Accessory Dwelling Units;

    b. Accessory Dwelling Units converted as part of a proposed or existing space of a primary dwelling or existing accessory structure;

    c. Accessory Dwelling Units located within one-half mile walking distance of public transit, which shall include a bus stop where the public may access buses that charge set fares, run on fixed routes, and are available to the public;

    d. Accessory Dwelling Units located within the Historic Mission Overlay District;

    e. When on-street parking permits are required but not offered to the occupant of the Accessory Dwelling Unit; or

    f. When there is a car-share vehicle, a program that allows customers hourly access to shared vehicles from a dedicated home location, with the vehicles required to be returned to that same location at the end of the trip, located within one block of the Accessory Dwelling Unit.

3. Replacement. When a garage, carport, uncovered parking space, or covered parking structure is demolished in conjunction with the construction of an Accessory Dwelling Unit on the same parcel or is converted to an Accessory Dwelling Unit, those off-street parking spaces are not required to be replaced. This provision does not apply where a Junior Accessory Dwelling Unit is established by conversion of any attached garage; in which case, the loss of parking spaces serving the single-family residence shall be replaced in kind.

J. Impact Fees/Utility Connection. All Accessory Dwelling Units and/or Junior Accessory Dwelling Units shall be connected to public utilities (or their equivalent), including water, electric, and sewer services subject to the following:

1. The parcel owner shall be subject to the payment of all sewer, water and other applicable fees, including impact fees set forth in Government Code Section 66000seq., except as specifically provided in Government Code Sections 66324 and 66338. For the purposes of this Subsection, impact fees do not include any connection fee or capacity charge for water or sewer service.

2. No separate connection between the Accessory Dwelling Unit and/or the Junior Accessory Dwelling Unit and the utility shall be required for units created within a single-family dwelling.

3. If the primary dwelling unit is currently connected to an on-site wastewater treatment system and is unable to connect to a sewer system, Accessory Dwelling Units and Junior Accessory Dwelling Units may connect to the on-site wastewater treatment system. However, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten (10) years.

4. No City-imposed impact fees shall be charged to an Accessory Dwelling Unit that is less than 750 square feet in size.

5. For Accessory Dwelling Units 750 square feet or larger, City-imposed impact fees shall be charged proportionately in relation to the square footage of the primary dwelling unit.

6. If any agency or special district other than the City imposes impact fees collected by the City, the City shall collect such fees in accordance with such agency's or district's fee schedule.

17.110.070 Additional Requirements.

A. No Separate Conveyance. Except as otherwise provided in Government Code Section 66341, an Accessory Dwelling Unit or Junior Accessory Dwelling Unit may be rented, but no Accessory Dwelling Unit or Junior Accessory Dwelling Unit may be sold or otherwise conveyed separately from the parcel and the primary dwelling (in the case of a single-family dwelling) or from the parcel and all of the dwellings (in the case of a multifamily dwelling).

B. Short-Term Lodging. The Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit shall not be rented for periods of thirty (30) days or less.

C. Owner Occupancy Requirements. The following owner occupancy requirements shall apply:

1. Where a Junior Accessory Dwelling Unit is established as part of a single-family dwelling, a natural person with legal or equitable title to the parcel must reside in either the primary dwelling or the Junior Accessory Dwelling Unit as the person's legal domicile and permanent residence. However, this owner occupancy requirement shall

not apply to any Junior Accessory Dwelling Unit owned by a governmental agency, land trust, or housing organization.

2. Where an Accessory Dwelling Unit is established between January 1, 2020, but prior to January 1, 2025, an owner occupancy requirement shall not apply, except as required for a Junior Accessory Dwelling Unit on the same parcel.

3. Where an Accessory Dwelling Unit is established on or after January 1, 2025 as part of a single-family dwelling, a natural person with legal or equitable title to the parcel must reside in either the primary dwelling or the Accessory Dwelling Unit as the person's legal and permanent residence, an owner occupancy requirement shall apply.

D. Deed Restriction and Recordation Required. Prior to the issuance of a building and/or grading permit for a Junior Accessory Dwelling Unit, the owner of the parcel shall record a deed restriction with the County Recorder's Office, the form and content of which is satisfactory to the City Attorney. The deed restriction document shall notify future owners of the owner occupancy requirements, prohibition on the separate conveyance, the approved size and attributes of the unit, and restrictions on short-term rentals. This deed restriction shall remain in effect so long as the Junior Accessory Dwelling Unit exists on the parcel.

17.110.080 Application and Permits.

A. Ministerial Action. Approval or denial of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit application that complies with the provisions of this Chapter is a ministerial action not subject to discretionary review. The City has the authority to review applications for completeness and compliance with the provisions of this Chapter.

B. Planning Permit. In conjunction with submittal of a Building Permit application to construct any Accessory Dwelling Unit or Junior Accessory Dwelling Unit, the owner of a parcel shall obtain planning approval from the City through submittal of a Planning Permit. In addition to providing plans and specifications, the owner shall provide an estimate of the projected annualized rent that will be charged for the Accessory Dwelling Unit and/or Junior Accessory Dwelling. The City shall issue the permit within 60 days from the date that the City received a completed application, unless either:

1. The owner of the parcel requests a delay, in which case the 60-day time period is put on hold for the period of the requested delay; or

2. The application to create an Accessory Dwelling Unit or Junior Accessory Dwelling Unit is submitted with an application to create a new single-family dwelling on the same parcel. The City may delay acting on the permit application for the Accessory Dwelling Unit or Junior Accessory Dwelling Unit until the City acts on the permit application to create the new single-family dwelling, but the application to create the Accessory Dwelling Unit or Junior Accessory Dwelling Unit will still be considered ministerial and acted upon without discretionary review or a hearing.

C. Deviations from Requirements of this Chapter. The provisions for a Minor as provided in Chapter 17.30 (Administration) shall not apply to the establishment of Accessory Dwelling Units and/or Junior Accessory Dwelling Units. All deviations from the development standards of this Chapter shall require approval of a Variance by the Planning Commission subject to all requirements of Chapter 17.30 (Administration) and shall be subject to any other discretionary review, hearing(s), and approval action.

D. Building Permit. Any Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall require a Building Permit, subject to all the standard application and processing fees and procedures that apply to Building Permits generally. Applications for a Planning Permit and a Building Permit shall be submitted and processed concurrently, including a demolition permit for a detached garage that is to be replaced with an Accessory Dwelling Unit, if applicable.

E. Fees. All applications for Accessory Dwelling Units must be accompanied by the required application fee. Application fees are established by Council resolution.

F. Denial. Where an application for an Accessory Dwelling Unit is subject to an action of denial, the following shall apply:

1. Should the application be denied, the City shall provide a list of items that were found deficient in the application submittal. The denial shall be without prejudice and allow for a new application to be submitted that remedies the denied application based upon such list.

2. An approval shall not be withheld or an application denied to create an Accessory Dwelling Unit solely on the basis that corrections are needed to address nonconforming zoning conditions, building code violations, or unpermitted structures elsewhere on the same parcel that do not present a threat to public health and safety, and are not affected by the construction of the Accessory Dwelling Unit. This provision does not insulate the property owner from the City requiring compliance or enacting enforcement measures separately from the application and construction of the Accessory Dwelling Unit.