



City of Highland

Penny Lilburn, Mayor
District 3

Larry McCallon, Mayor Pro Tem
District 5

Gregory Hogan, Councilmember
District 1

Jimmy Saldana, Councilmember
District 2

John P. Timmer, Councilmember
District 4

Joint City Council Regular Meeting & Housing Authority Special Meeting Agenda

October 14, 2025 at 6:00 PM
City Hall Donahue Council Chambers
27215 Base Line, Highland CA 92346

Staff

Carlos Zamano, City Manager
Lawrence Mainez, Community Development Director
Leticia Nava-Cruz, Director of Administrative Services/City Treasurer
Octavio Duran Jr., Public Works Director/City Engineer
Maricela Marroquin, City Attorney
Alondra Muñoz, City Clerk

Mission Statement

Highland is dedicated to the betterment of the individual, the family, the neighborhood and the community. The City Council and the staff of Highland are dedicated to providing the quality of public facilities and services that its citizens are willing to fund and will do so as efficiently as possible.

In compliance with the Brown Act, any writings or documents provided to a majority of the legislative body regarding any item on this agenda, that are not exempt from disclosure under the California Public Records Act, will be made available for public inspection at City Hall, 27215 Base Line Highland, CA 92346, during normal business hours. Such documents will also be made available on the City's website at www.cityofhighland.org.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance, please contact the City Clerk's office at (909) 864-6861, ext. 226, at least 72 hours prior to the meeting for any requests for reasonable accommodations, including interpreters.

Levine Act: Pursuant to Government Code Section 84308, any party to a City proceeding must disclose on the record any campaign contributions made to a member of the City Council (or commission) in excess of \$250 in the past 12 months. This disclosure requirement includes contributions by the party's agent and aggregated contributions from persons or entities related to the party. Please make the disclosure as soon as possible, but no later than the beginning of the proceeding.

Call to Order - City Council and Housing Authority

Invocation

Pledge of Allegiance

Roll Call

Report From Closed Session

Special Presentations

Introduction - Marvin Hernandez, YMCA Executive Director

10-Year Employee Service Recognition - Leticia Nava-Cruz, Director of Administrative Services/City Treasurer

Public Comment

To address the City Council and Housing Authority, please complete a speaker form located at the entrance and give it to the City Clerk prior to the beginning of the meeting. Your name will be called when it is your turn to speak. State Law prohibits the City Council from acting on any item not on the agenda. Individual speakers are limited to 3 minutes each. For those wishing to make public comments by email, please submit your comments by 5:00 p.m. on October 14, 2025, to publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the agenda, please identify the agenda item number. Members of the public may submit comments on public hearing items at any time before the meeting, as well as during the meeting up until the close of the public hearing for the respective item.

City Council Consent Calendar

1. Waive the Reading of All Ordinances

Waive the reading of all Ordinances in their entirety and read by title only.

2. Minutes - September 9, 2025 Regular City Council Meeting

Approve the minutes as submitted.

3. Warrant Register No. 782

Approve Warrant Register No. 782; Warrants in the amount of \$4,596,853.65 and Payroll in the amount of \$274,440.45

4. Treasurer's Report for August 2025

Receive and file the Treasurer's Report for August 2025.

5. Claim Consideration - Frances Trujillo

George Hills recommends the City Council reject the claim.

6. Records Destruction Authorization

Approve the destruction of certain records.

7. Conflict of Interest Code Amendment

Adopt Resolution No. _____, amending the City's Conflict of Interest Code.

8. Second Reading of Ordinance No. 476 Amending Section 2.36.040 of the Highland Municipal Code to Add Fees for Passport Photography Services and Adoption of Resolution Establishing Fees for Passport Photography Services

1. Conduct a second reading, read by title only, and waive further reading of Ordinance No. 476 amending Section 2.36.040 of the Highland Municipal Code to add fees for passport services; and
2. Adopt Resolution No. _____, establishing a schedule of fees for passport photography services.

9. Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and Highland District Council on Aging, Inc. to Provide for Senior Programs, Activities, and Services to Improve Quality of Life, Physical Fitness, Social Programs, Daily Interaction and Nutrition to Low- and Moderate-Income Seniors

Approve the Contract and authorize execution by the Assistant Community Development Director.

10. Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and Central Little League to Provide Youth Baseball and Softball Programs

Approve the Contract and authorize execution by the Assistant Community Development Director.

11. Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and the Highland Family YMCA to Provide Health and Wellness Programs and Resources

Approve the Contract and authorize execution by the Assistant Community Development Director.

12. San Bernardino County Flood Control District Purchase and Sales Agreement (PSA) Twelve (12) Month Escrow Extension

Authorize the City Manager to execute the necessary escrow documents to effectuate the subject escrow extension for an additional twelve (12) months.

13. Resolution No. 2025-XX, a Resolution of the City Council of the City of Highland, California Terminating the Local Emergency in the City of Highland Related to the Line Fire

Adopt Resolution No. 2025-_____, Terminating Proclamation of the Local Emergency related to the Line Fire in the City of Highland.

14. Yuhaaviatam of San Manuel Nation Restricted Grant Agreement

Authorize the City Manager to sign the attached Yuhaaviatam of San Manuel Nation Restricted Grant Agreement to replace handheld radio communications equipment for the City's Fire Department.

15. Bid Award - 2025-06 Highland City Hall Fence and Gates Project (Work Program)

1. Award the bid for Bid No. 2025-06 "Highland City Hall Fence and Gates Project" Contract to the lowest responsive bidder, Golden West Fence in the amount of \$193,624.00; and
2. Approve a budget adjustment of \$120,000 from the Unreserved/Undesignated Development Impact Fee (DIF) fund balance (Acct # 007.2100) to be expended from Facility Construction (Acct # 007-8330-6803).

City Council Public Hearing

16. Introduction and First Reading of an Ordinance of the City Council of the City of Highland, Amending Title 15 of the Highland Municipal Code Adopting by Reference, the California Code of Regulations Title 24, Comprising Part 1 the 2025 California Administrative Code; Part 2 the 2025 California Building Code, Volumes 1 and 2, with Appendices F, G, H, I, J, N, and Chapter 1, Division II; Part 2.5 the 2025 California Residential Code, with Appendices AB, BF, CI; Part 3 the 2025 California Electrical Code; Part 4 the 2025 California Mechanical Code; Part 5 the 2025 California Plumbing Code, with Appendix H; Part 6 the 2025 California Energy Code; Part 7 the 2025 California Wildlife-Urban Interface Code; Part 8 the 2025 California Historical Building Code; Part 9 the 2025 California Fire Code, with Appendices Chapter 4, B, BB, C, CC, D, E, F, G, H, I, K, N, O, P and Q; Part 10 the 2025 California Existing Building Code; Part 11 the 2025 California Green Building Standards Code; and Part 12 the 2025 California Referenced Standards Code; Together with Certain Amendments Thereto, and Making a Finding of Exemption Under the California Environmental Quality Act

By motion:

1. Waive full reading and introduce Ordinance No. ____, as read by title only, and
2. Schedule a public hearing on the proposed adoption of Ordinance No. ____ for the November 12, 2025 City Council meeting, and direct staff to provide notice of said public hearing.

City Council Legislative**17. Selection of an Event Date and Budget for the 28th Annual Citrus Harvest Festival**

The Historic and Cultural Preservation Board recommends the City Council:

1. Select March 28, 2026, as the Event Date for the Citrus Harvest Festival with a Rain Date of April 4, 2026; and
2. Adopt the Budget.

18. Consideration of Proposals for the City's Tow Rotation List Program Beginning January 1, 2026 and ending December 31, 2027

1. Review the proposals from the Tow Operators and award two (2) year agreements to participate in the City's Tow Rotation Program; and
2. Authorize the Mayor to execute the associated agreements.

19. Appoint One (1) Member of the Public to the Community Trails Committee

Appoint one (1) member of the public to the Community Trails Committee.

20. City Manager Report and Comments (Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)

Discussion and possible action.

21. Councilmember Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)

Discussion and possible action.

Announcements**Closed Session****CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(d)(2) and/or (3)

Significant exposure to litigation: One case.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Garay v. City of Highland, San Bernardino County Court Case Number CIVDS1920292

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

A point has been reached where, based on existing facts and circumstances, there is a significant exposure to litigation against the City resulting from a claim submitted by Lucia Cruz related to property damage that occurred to a backyard retaining wall at 28599 Cherokee Rose Drive in the City of Highland on August 1, 2024. The claim that was submitted on March 6, 2025 is available for public inspection at the City Clerk's office.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

City of Highland v. Shahatit, et al., San Bernardino County Court Case Number CIVSB2418718

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

City of Highland v. Pathak, et al., San Bernardino County Court Case Number CIVSB2521254

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 7433 Central Avenue, Highland, California - San Bernardino County Assessor's
Parcel Numbers 1192-431-04 and 05

City/Authority Negotiator: Lawrence Mainez, Community Development Director

Negotiating Parties: Highland Housing Authority, City of Highland and Wakeland Highland LP,
a California limited partnership

Under Negotiation: Instructions to City/Authority concerning price and terms of payment

Adjourn Joint City Council Regular Meeting and Housing Authority Special Meeting

Regular Meetings

Effective March 1, 2022, pursuant to Resolution No. 2022-001, the regular City Council meetings will be held once a month on the second Tuesday of each month. The next regular meeting of the City Council is scheduled for November 12, 2025.

Certification

I, Alondra Muñoz, City Clerk, or my designee, hereby certify that the foregoing agenda was posted on our website at www.cityofhighland.org and in the following designated areas: Highland Branch Library (7863 Central Avenue), Fire Station No. 1 (26974 Base Line), and City Hall (27215 Base Line) at least seventy-two (72) hours prior to the meeting per Government Code Section 54954.2.



Special Presentation - 10 year Employee Service Recognition

Narrative from Leticia Nava-Cruz, Director of Administrative Services/City Treasurer

Thank you, Mayor and Council.

It's truly an honor to be recognized for 10 years of service with the City of Highland.

As someone who not only works here but also proudly calls Highland home, this recognition means a great deal to me. Serving this community is not just my job—it's a personal commitment.

Over the past decade, I've worked hard to ensure that the City remains fiscally responsible, transparent, and accountable. I've had the privilege of working closely with our City Manager and Finance Subcommittee to make thoughtful, informed decisions that support both our long-term goals and day-to-day operations.

But my responsibilities extend far beyond finance. I also oversee Human Resources, Business Licensing, Dog Licensing, Yard Sales, Disaster Preparedness, Payroll, Investments, Purchasing, Risk Management, and Information Technology. Each of these areas plays an important role in the smooth functioning of our city, and I take great pride in managing them with diligence and care.

Beyond the walls of City Hall, I'm also actively involved in our community. I volunteer with the Highland Improvement Team, participate in YMCA and Chamber of Commerce runs, help out at compost giveaways, and am a proud member of the Radiant Rubies of Highland. I love being involved in this community.

To me, public service isn't just about working here and collecting a paycheck—it's about showing up for our community in every way possible. It's about people. It's about building trust, fostering a culture of accountability, and making decisions with both the head and the heart.

Across all of my work, my mission is simple: to support our staff and serve our residents in ways that make Highland a strong, safe, and well-run community.

I'm proud of what we've accomplished together, and I'm excited for what's still ahead.

Thank you again for this recognition. I look forward to continuing to serve the City of Highland with integrity, transparency, and dedication.



Staff Report

to the City Council

Agenda
Item
No.1.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Alondra Muñoz, City Clerk
Prepared By: Alondra Muñoz, City Clerk
Subject: Waive the Reading of All Ordinances

Recommendation:

Waive the reading of all Ordinances in their entirety and read by title only.

Fiscal Impact:

None.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

Under California Government Code Section 36934, before adopting an ordinance, the title of the ordinance must be read in full or by title only. Government Code Section 36933 further allows the legislative body to waive the reading of the ordinance in full, provided that the ordinance has been made available to the public and the Council by title and in writing. Copies of all proposed ordinances are included in the City Council agenda packet, made available to the public in advance, and posted on the City's website.

Attachments:

None



Staff Report

to the City Council

Agenda
Item
No.2.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Alondra Muñoz, City Clerk
Prepared By: Alondra Muñoz, City Clerk
Subject: Minutes - September 9, 2025 Regular City Council Meeting

Recommendation:

Approve the minutes as submitted.

Fiscal Impact:

None.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

The City Council is required to maintain an official record of its proceedings. Minutes serve as the permanent record of actions taken by the City Council and provide transparency to the public regarding the business conducted at each meeting. In accordance with standard practice, the draft minutes from the September 9, 2025 City Council meeting have been prepared and are submitted for City Council review and approval.

Attachments:

1. Minutes - September 9, 2025

Attachment 1

Minutes

CALL TO ORDER

The regular meeting of the City Council of the City of Highland was called to order at 6:00 p.m. by Mayor Lilburn at the Donahue Council Chambers, 27215 Base Line, Highland, California.

The invocation was given by Pastor Tyler Perry, Immanuel Baptist Church and the Pledge of Allegiance was led by Councilmember Timmer.

ROLL CALL

Present: Lilburn, McCallon, Timmer
Absent: Hogan, Saldana

REPORT FROM CLOSED SESSION

None

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

Chris Nielsen and Jane Bouch representing the Highland Area Chamber of Commerce spoke regarding upcoming events.

Adeola Payton spoke regarding concerns about the Highland Sheriff's Department.

CITY COUNCIL CONSENT CALENDAR

A MOTION was made by Mayor Pro Tem McCallon, seconded by Mayor Lilburn, to approve the consent calendar as submitted. Motion carried on a roll call vote, 3-0, with Councilmember Hogan and Councilmember Saldana being absent.

1. Waive the Reading of All Ordinances

Waived the reading of all Ordinances in their entirety and read by title only.

2. Minutes - August 12, 2025 Regular City Council Meeting

Approved the Minutes as submitted.

3. Minutes - August 28, 2025 Special City Council Meeting

Approved the Minutes as submitted.

4. Warrant Register

Approved Warrant Register No. 781 for September 9, 2025, in the amount of \$6,434,502.54 and Payroll of \$258,681.92.

5. Treasurer's Report for July 2025

Received and filed the Treasurer's Report for July 2025.

6. Claim Consideration - Moises Vasquez

Rejected claim.

7. Claim Consideration - Mary Ann Vorasky

Rejected claim.

8. Resolution No. 2025-044 a Resolution of the City Council of the City of Highland, California, Reaffirming and Extending Proclamation of a Local Emergency in the City of Highland as a Result of the Line Fire

Adopted Resolution No. 2025-044 continuing to extend the Proclamation of a Local Emergency in the City of Highland as a result of the Line Fire.

RESOLUTION NO. 2025-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, PROCLAIMING THE CONTINUED EXISTENCE OF A LOCAL
EMERGENCY AS A RESULT OF THE LINE FIRE

9. Second Reading of Ordinance No. 474 Amending Chapter 16.76 Floodplain Management of the Highland Municipal Code to meet Federal Emergency Management Agency (FEMA) Requirements

City Clerk Muñoz conducted a second reading, read by title only, and waived further reading of Ordinance No. 474.

ORDINANCE NO. 474

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGHLAND
AMENDING THE CITY'S MUNICIPAL CODE, TITLE 16 LAND USE AND
DEVELOPMENT, CHAPTER 16.76 FLOODPLAIN MANAGEMENT AND MAKE A
FINDING OF EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT SECTION 15061(B)(3) (MUNICIPAL CODE AMENDMENT MCA 25-
002)

10. Second Reading of Ordinance No. 475 Approving Zone Change (ZC 24-002) to Change the Zoning Designation of Two (2) Parcels from Single-Family Residential (R1-10,000) to Planned Development (PD) for an 11.98 Acre Development Consisting of 113 Single-Family Lots and Common Areas Located North of Greenspot Road, South of Santa Ana Canyon Road, East and West of Alta Vista, Assessor's Parcel Numbers 1210-371-14 and 1210-371-16

City Clerk Muñoz conducted a second reading, read by title only, and waived further reading of Ordinance No. 475.

ORDINANCE NO. 475

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, APPROVING ZONE CHANGE (ZC 24-002) TO CHANGE THE ZONING DESIGNATION OF TWO (2) PARCELS FROM SINGLE FAMILY RESIDENTIAL (R1-10,000) TO PLANNED DEVELOPMENT (PD) FOR AN 11.98 ACRE DEVELOPMENT CONSISTING OF 113 SINGLE-FAMILY LOTS AND COMMON AREAS, LOCATED NORTH OF GREENSPOT ROAD, SOUTH OF SANTA ANA CANYON ROAD, EAST AND WEST OF ALTA VISTA. ASSESSOR'S PARCEL NUMBERS 1210-371-14 & 1210-371-16

11. Adoption of an Electronic Signature Policy

Adopted the Electronic Signature Policy, thereby providing a clear framework for the appropriate and consistent use of manual "wet", electronic, and digital signatures on city documents.

12. Contract Renewal - 2022-06, "Highland HVAC Systems Maintenance, Monitoring, and Repair Contract"

- 1) Extended the 2022-06, "Highland HVAC Systems Maintenance, Monitoring, and Repair Contract" with F.M. Thomas Air Conditioning, Inc. for one year; and
- 2) Approved a 3.2% increase to the contract.

13. Easement Acceptance - Single Family/ADU Residential Project at 7577 Hillview Street

- 1) Accepted the Grant of Easement for Hillview Street right-of-way dedication from Anh Nguyet Nguyen; and
- 2) Directed the City Clerk to record the Grant of Easement.

14. Measure I Capital Projects Needs Analysis (2026/2027 - 2030/2031)

Approved the Five-Year Capital Project Needs Analysis (2026/2027 - 2030/2031) for the Measure I Major Street and Freeway Interchange Programs.

RESOLUTION NO. 2025-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2026/2027 THROUGH 2030/2031

15. An Addendum to the Previously Approved Mitigated Negative Declaration for the City of Highland 5th Street Widening and Replacement Project; City File No. Environmental Review ENV 25-002

Adopted Resolution No. 2025-046 to recommend the City Council approve the Addendum to the Initial Study/Environmental Assessment/Mitigated Negative Declaration for the 5th Street Widening and Replacement Project to Construct the Remaining Storm Drain Connection to City Creek (str07004a).

RESOLUTION NO. 2025-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, ADOPTING AN ADDENDUM TO THE PREVIOUSLY APPROVED 5TH STREET WIDENING AND REPLACEMENT PROJECT INITIAL STUDY/ ENVIRONMENTAL ASSESSMENT, MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM (CITY FILE NO. ENVIRONMENTAL REVIEW ENV 25-002)

16. Year-End Budget Adjustments for Fiscal Year 2024/2025

Approved the Fiscal Year 2024/2025 Year-End Budget Adjustments for Expenditures and Revenues.

CITY COUNCIL PUBLIC HEARING17. Conduct a First Reading of Ordinance No. 476 Amending Section 2.36.040 of the Highland Municipal Code to Add Fees for Passport Photography Services

Mayor Lilburn opened the public hearing.

Director of Administrative Services Nava-Cruz stated, as part of the approved Work Program, staff is proposing a \$15 fee for passport photography services. City Hall is a passport acceptance facility and staff would like to include passport photography, creating a convenient experience for the public. This fee has been developed by Revenue and Cost Specialist and received approval from the Finance/Personnel Subcommittee on August 12, 2025. All existing fees will remain unchanged. Notices were published in The Sun newspaper on August 21, 2025.

Mayor Lilburn asked if there were any questions from the public? Seeing none, she closed the public hearing and brought it back to City Council for deliberation.

A MOTION was made by Councilmember Timmer, seconded by Mayor Pro Tem McCallon to introduce Ordinance No. 476 amending Section 2.36.040 of the Highland Municipal Code to add fees for passport photography services. Motion carried, 3-0, with Councilmember Hogan and Councilmember Saldana being absent.

City Clerk Muñoz introduced Ordinance No. 476.

ORDINANCE NO. 476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, AMENDING SECTION 2.36.040 OF THE HIGHLAND MUNICIPAL CODE TO ADD FEES FOR PASSPORT PHOTOGRAPHY SERVICES

Which title was read.

CITY COUNCIL LEGISLATIVE

18. An Agreement between the City of Highland and the YMCA of the East Valley to Provide After School Activity Program Services within Certain Schools in the Redlands and San Bernardino City Unified School Districts (RUSD & SBCUSD)

Assistant Community Development Director Stater gave a brief review of the staff report.

A MOTION was made by Mayor Pro Tem McCallon, seconded by Councilmember Timmer to approve the After School Activity Program Agreement and authorize the Mayor to execute the agreement with modifications to Exhibit "A" under the reimbursement section to revise from 'SBCUSD' to 'City of Highland'. Motion carried, 3-0, with Councilmember Hogan and Councilmember Saldana being absent.

19. Re-Designation of Alternate Delegate for the League of California Cities (Cal Cities) Annual Conference

City Manager Zamano gave a brief staff report.

A MOTION was made by Mayor Pro Tem McCallon, seconded by Mayor Lilburn to appoint Councilmember Saldana as the Alternate Delegate for the Annual Conference and Expo scheduled for October 8-10, 2025, in Long Beach. Motion carried, 3-0, with Councilmember Hogan and Councilmember Saldana being absent.

20. City Manager Report and Comments (Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)

City Manager Zamano stated the Highland Sheriff's Department for the month of August received 3,212 calls for service, made 351 reports, 153 arrests, issued 40 citations, conducted 122 traffic enforcement stops, responded to 58 traffic collisions, 35 transient calls, and 15 towed vehicles.

The Highland Fire Department for the month of August received 768 calls for service, some of which included: 584 medical aids, 38 traffic collisions, 15 structure fires, 22 vegetation fires, 28 other fires, 7 vehicle fires and 26 public service assistances.

The Administrative Services/Finance Department for the month of August issued 47 business licenses, renewed 195 business licenses, issued 58 dog licenses, 53 yard sale permits, and 160 account payable checks.

The Public Works Department announced the HVAC upgrade at the Highland YMCA and Library are completed, with new controller systems installed at both locations and a new central chiller unit installed at the YMCA. Trail fencing along Cloverhill Drive has been restored following damage caused by the Line fire. A bid for the City Hall Fence and Gates Project has commenced. These projects are all part of the Work Program.

On August 12, 2025 the City Council approved an ordinance concerning camping and storage of personal belongings on public property. Beginning Monday, September 15, 2025, the Highland Community Park will be closed nightly from 11:00 p.m. to 5:00 a.m. Notices have been posted at all park entrances to inform visitors of the park's closure.

This measure is intended to promote public health and safety, maintain the cleanliness and accessibility of public spaces and right-of-way, and support the effective enforcement of applicable codes and laws regarding encampments.

On Monday, September 29, from 12:00 p.m. to 5:00 p.m., a Blood Drive will be held at the Highland Police Station.

On Saturday, October 4, from 9:00 a.m. to 2:00 p.m., an open house will be held at Fire Station No. 3 located at 7649 Sterling Avenue.

On Saturday, September 27, from 8:00 a.m. to 12:00 p.m., the city will host a Compost Giveaway at the City Hall parking lot located at 27215 Base Line.

For the month of August, Burrtec completed 273 illegal dumping work orders.

The Community Development Department announced, on September 2, 2025, the Planning Commission approved three-year extensions for three (3) development applicants pertaining to warehouse logistical projects within the city's Business Park District. These projects are located at the northwest corner of 3rd Street and Central Avenue, southeast corner of Cypress Street and Victoria Avenue, and southeast corner of Grape Street and Cypress Street. The extension provides applicants additional time to complete the necessary lot mergers, initiate construction, and finalize agreements with potential logistics tenants.

On Saturday, September 13, from 8:00 a.m. to 1:00 p.m., Tractor Supply will host a farmer's market located at 27430 Base Line. The annual event is part of the company's nationwide farmer's market campaign and is a free event. Stop by and enjoy locally grown and handmade items from approximately 30 Highland area businesses.

Marco's Pizza submitted a tenant improvement permit application to the Building and Safety Department for their new location within Greenspot Crossing Center. The restaurant will occupy a 1,100 square-foot space within a 7,800 square-foot vacant retail unit. The facility will provide walk-up and pickup services exclusively, with no dine-in options available.

The demolition and cleanup of the fire damaged structure at the northeast corner of Base Line and Mira Vista Avenue will be completed this week by the city's contractor. The asbestos testing was conducted, and the results confirmed no asbestos was present. This project is associated with an active Code Enforcement case. All costs related to the cleanup will be billed to the property, with the City Council scheduled to approve the charges at their meeting next month.

21. Councilmember Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)

Mayor Pro Tem McCallon congratulated Mayor Lilburn on her election as the new President of the San Bernardino International Airport Authority Committee.

Mayor Lilburn announced the San Bernardino International Airport will host a concert on October 18, from 5:00 p.m. to 11:00 p.m., with free admission. She thanked all who

attended the State of the City Address and thanked staff for all their hard work. The Highland Senior Center will host a volunteer recognition event on September 19, 2025.

ANNOUNCEMENTS

None

CLOSED SESSION

City Attorney Marroquin read the City Council into closed session regarding the following:

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) and/or (d)(3)

Significant exposure to litigation: One case.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 (d)(1)

Name of Case: In RE: National Prescription Opiate Litigation, U.S. District Court for the Northern District of Ohio, Case No. 1:17-MD-2804

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 (d)(1)

Name of Case: In RE: Purdue Pharma, L.P., et. al., U.S. Bankruptcy Court for the Southern District of New York, Case No. 19-23649

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

People's Collective for Environmental Justice v. Inland Valley Development Agency, et. al., San Bernardino County Court, Case No. CIVSB2510434 (City sued as Real Party in Interest)

ADJOURN

Mayor Lilburn adjourned the City Council Regular Meeting into close session at 6:45 p.m. in memory of Calvin Dalke, Deborah Ikhata, and David.

Submitted By:

Approved By:

Alondra Muñoz
City Clerk

Penny Lilburn
Mayor



Staff Report

to the City Council

Agenda
Item
No.3.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Leticia Nava-Cruz, Administrative Services Director
Prepared By: Leticia Nava-Cruz, Administrative Services Director
Subject: Warrant Register No. 782

Recommendation:

Approve Warrant Register No. 782; Warrants in the amount of \$4,596,853.65 and Payroll in the amount of \$274,440.45

Fiscal Impact:

The total of Cash and Expenditures is \$4,871,294.10

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

See printouts attached.

Attachments:

1. Warrant Register
2. Voucher List

Attachment 1
Warrant Register

CITY OF HIGHLAND
WARRANT REGISTER #782

October 14, 2025

Warrants:

9/2/2025	Ck#92206-92216	117,070.20
9/5/2025	Payroll Wire #1065-1068	83,910.53
9/9/2025	Ck#92217-92270	280,094.45
9/16/2025	Ck#92271-92308	3,357,114.90
9/19/2025	Payroll Wire #1069-1072 & Ck #92309-92312	118,420.09
9/23/2025	Ck#92313-92363	640,243.48
Total Warrants		<u>\$ 4,596,853.65</u>

Payroll:

9/5/2025	Direct Deposits #15466-15514	135,800.61
9/5/2025	Ck #763	278.07
9/19/2025	Direct Deposits #15515-15564	138,083.70
9/19/2025	Ck #764	278.07
Total Payroll		<u>\$ 274,440.45</u>

Total Warrants & Payroll	<u><u>\$ 4,871,294.10</u></u>
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APPROVED BY:

Larry McCallon
Finance Subcommittee

Carlos Zamano
City Manager

John Timmer
Finance Subcommittee

Leticia Nava-Cruz

Leticia Nava-Cruz
Director of Administrative
Services/City Treasurer

Attachment 2

Voucher Lists

9/2/25 Check# 92206-22216

9/5/25 Payroll Wire #1065-1068

9/9/25 Ck# 92217-92270

9/19/25 Payroll Wire #1069-1072 & Ck# 92309-92312

9/23/25 Ck #92313-92363

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Voucher List
CITY OF HIGHLAND

Page: 1

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92206	9/2/2025	005771 AMAZON CAPITAL SERVICES	DISPLAY PORT TO HDMI CABLE DISPLAY PORT TO HDMI CABLE 042.9510.4208 COMPUTER SUPPLIES COMPUTER SUPPLIES 042.9510.4203	39.24 325.12 Total : 364.36
92207	9/2/2025	006373 COMPUTERIZED EMBROIDERY INC.	IDENTIFICATION SHIRTS:WOLFE&ARAUS IDENTIFICATION SHIRTS:WOLFE&ARAUS 041.9500.4349	 107.14 Total : 107.14
92208	9/2/2025	000213 DAILY JOURNAL CORPORATION	BID 2025-06:NEWSPAPER PUB BID 2025-06:NEWSPAPER PUB 001.1200.4300	 588.56 Total : 588.56
92209	9/2/2025	000085 EAST VALLEY WATER DISTRICT	LMD 04-AUG LMD 04-AUG 012.8500.4030 POLICE STATION-AUG POLICE STATION-AUG 001.2000.4030 POLICE STATION-AUG POLICE STATION-AUG 001.2000.4030 LMD 29-AUG LMD 29-AUG 012.8500.4030 CITY HALL-AUG CITY HALL-AUG 042.9510.4030 LMD 15A-AUG LMD 15A-AUG 012.8500.4030 LMD 07-AUG	 74.05 262.46 3,115.04 207.52 298.91 298.41

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92209	9/2/2025	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 07-AUG	
			012.8500.4030	92.03
			BASELINE MEDIAN-AUG	
			BASELINE MEDIAN-AUG	
			004.8310.4030	237.43
			FS#1-AUG	
			FS#1-AUG	
			029.2100.4030	89.36
			FS#1-AUG	
			028.2050.4030	89.36
			LMD 21B-AUG	
			LMD 21B-AUG	
			012.8500.4030	312.24
			FS#2-AUG	
			FS#2-AUG	
			029.2100.4030	239.03
			FS#2-AUG	
			028.2050.4030	239.03
			AURANTIA PK-AUG	
			AURANTIA PK-AUG	
			001.6000.4030	2,256.63
			LMD 44-AUG	
			LMD 44-AUG	
			012.8500.4030	1,170.75
			LMD 15-B-AUG	
			LMD 15-B-AUG	
			012.8500.4030	507.75
			FS#3 FS-AUG	
			FS#3 FS-AUG	
			029.2100.4030	11.26
			FS#3 FS-AUG	
			028.2050.4030	11.25
			FS#2 FS-AUG	
			FS#2 FS-AUG	
			029.2100.4030	11.65
			FS#2 FS-AUG	
			028.2050.4030	11.65

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Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92209	9/2/2025	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			BASELINE MEDIAN-AUG	
			BASELINE MEDIAN-AUG	
			004.8310.4030	427.95
			LMD 73-AUG	
			LMD 73-AUG	
			012.8500.4030	65.53
			LMD 37-AUG	
			LMD 37-AUG	
			012.8500.4030	305.25
			FS#3 DOM-AUG	
			FS#3 DOM-AUG	
			028.2050.4030	190.16
			FS#3 DOM-AUG	
			029.2100.4030	190.16
			LMD 21-A-AUG	
			LMD 21-A-AUG	
			012.8500.4030	96.74
			POLICE STATION-AUG	
			POLICE STATION-AUG	
			001.2000.4030	22.51
			FS#3 IRR-AUG	
			FS#3 IRR-AUG	
			029.2100.4030	41.29
			FS#3 IRR-AUG	
			028.2050.4030	41.28
			BOULDER MEDIAN-AUG	
			BOULDER MEDIAN-AUG	
			004.8310.4030	904.77
			POLICE STATION-AUG	
			POLICE STATION-AUG	
			001.2000.4030	22.51
			CITY HALL FS-AUG	
			CITY HALL FS-AUG	
			042.9510.4030	21.11
			Total :	11,865.07
92210	9/2/2025	005018 FLYERS ENERGY, LLC	FUEL-AUG	

Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92210	9/2/2025	005018 FLYERS ENERGY, LLC	(Continued)	
			FUEL-AUG	
			001.2000.4220	4,709.04
			FUEL-AUG	
			001.4200.4220	67.07
			FUEL-AUG	
			001.4600.4220	84.32
			FUEL-AUG	
			001.6000.4220	172.45
			FUEL-AUG	
			004.8310.4220	646.78
			FUEL-AUG	
			028.2050.4220	1,230.79
			FUEL-AUG	
			029.2100.4220	1,230.79
			FUEL-AUG	
			042.9510.4220	43.12
			Total :	8,184.36
92211	9/2/2025	003885 IWORQ	IWORQ ANNUAL CONTRACT 25/26	
			IWORQ ANNUAL CONTRACT 25/26	
			042.9510.4255	81,602.00
			Total :	81,602.00
92212	9/2/2025	003814 KONE INC.	LIBRARY:ELEVATOR MAINT 8/25-7/26	
			LIBRARY:ELEVATOR MAINT 8/25-7/26	
			001.6000.4587	6,513.16
			Total :	6,513.16
92213	9/2/2025	005087 MORENO, DENISE	MILEAGE REIMB-AUG	
			MILEAGE REIMB-AUG	
			001.6020.4332	9.85
			Total :	9.85
92214	9/2/2025	000204 SOCALGAS	FS#2-AUG	
			FS#2-AUG	
			028.2050.4020	34.94
			FS#2-AUG	

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Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92214	9/2/2025	000204 SOCALGAS	(Continued)	
			029.2100.4020	34.93
			CITY HALL-AUG	
			CITY HALL-AUG	
			042.9510.4020	2.20
			POLICE-AUG	
			POLICE-AUG	
			001.2000.4020	2,085.50
			FS#3-AUG	
			FS#3-AUG	
			028.2050.4020	36.53
			FS#3-AUG	
			029.2100.4020	36.52
			FS#1-AUG	
			FS#1-AUG	
			028.2050.4020	33.84
			FS#1-AUG	
			029.2100.4020	33.83
			Total :	2,298.29
92215	9/2/2025	000203 SOUTHERN CALIFORNIA EDISON	FS#1-JUL	
			FS#1-JUL	
			028.2050.4010	669.06
			FS#1-JUL	
			029.2100.4010	669.05
			FS#2-JUL	
			028.2050.4010	616.14
			FS#2-JUL	
			029.2100.4010	616.14
			FS#3-AUG	
			028.2050.4010	1,426.05
			FS#3-AUG	
			029.2100.4010	1,426.04
			Total :	5,422.48
92216	9/2/2025	001527 STERICYCLE INC.	SHREDDING SVC-JUL	
			SHREDDING SVC-JUL	
			001.1200.4626	114.93

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92216	9/2/2025	001527	001527 STERICYCLE INC. (Continued)	Total : 114.93
11 Vouchers for bank code : wfb				Bank total : 117,070.20
11 Vouchers in this report				Total vouchers : 117,070.20

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Voucher List
CITY OF HIGHLAND

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Voucher	Date	Vendor	Description/Account	Amount
1065	9/5/2025	006400 MISSION SQUARE PLAN SERVICES	MISSION SQ DEF COMP 457 TRAD: PAYMENT	
			MISSION SQ DEF COMP 457 TRAD: Payment	
			023.1170	23.75
			MISSION SQ DEF COMP 457 TRAD: Payment	
			024.1170	12.00
			MISSION SQ DEF COMP 457 TRAD: Payment	
			041.1170	185.36
			MISSION SQ DEF COMP 457 TRAD: Payment	
			042.1170	381.67
			MISSION SQ DEF COMP 457 TRAD: Payment	
			070.1170	215.08
			MISSION SQ DEF COMP 457 ROTH: Payment	
			001.1170	169.99
			MISSION SQ DEF COMP 457 ROTH: Payment	
			042.1170	30.01
			MISSION SQ DEF COMP 457 TRAD: Payment	
			001.1170	10,166.22
			MISSION SQ DEF COMP 457 TRAD: Payment	
			004.1170	1,612.11
			MISSION SQ DEF COMP 457 TRAD: Payment	
			010.1170	465.00
			MISSION SQ DEF COMP 457 TRAD: Payment	
			012.1170	14.50
			MISSION SQ DEF COMP 457 TRAD: Payment	
			016.1170	14.50
			Total :	13,290.19
1066	9/5/2025	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT	
			FEDERAL TAXES: Payment	
			070.1120	1,313.12
			SOCIAL SECURITY: Payment	
			001.1140	720.26
			SOCIAL SECURITY: Payment	
			008.1140	145.06
			SOCIAL SECURITY: Payment	
			042.1140	67.70

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
1066	9/5/2025	000119 INTERNAL REVENUE SERVICE	(Continued)	
			MEDICARE: Payment	
			001.1140	3,961.51
			MEDICARE: Payment	
			004.1140	718.97
			MEDICARE: Payment	
			008.1140	33.92
			MEDICARE: Payment	
			010.1140	211.28
			MEDICARE: Payment	
			012.1140	70.82
			MEDICARE: Payment	
			016.1140	70.80
			MEDICARE: Payment	
			023.1140	49.34
			MEDICARE: Payment	
			024.1140	5.14
			MEDICARE: Payment	
			041.1140	114.13
			MEDICARE: Payment	
			042.1140	373.06
			MEDICARE: Payment	
			070.1140	219.40
			FEDERAL TAXES: Payment	
			001.1120	16,964.54
			FEDERAL TAXES: Payment	
			004.1120	2,599.06
			FEDERAL TAXES: Payment	
			008.1120	2.10
			FEDERAL TAXES: Payment	
			010.1120	862.15
			FEDERAL TAXES: Payment	
			012.1120	257.49
			FEDERAL TAXES: Payment	
			016.1120	257.51
			FEDERAL TAXES: Payment	
			023.1120	195.27

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
1066	9/5/2025	000119 INTERNAL REVENUE SERVICE	(Continued)	
			FEDERAL TAXES: Payment	
			024.1120	15.02
			FEDERAL TAXES: Payment	
			041.1120	592.53
			FEDERAL TAXES: Payment	
			042.1120	1,085.23
			Total :	30,905.41
1067	9/5/2025	000004 PUBLIC EMPLOYEE RETIREMENT SYS	EPMC: PAYMENT	
			EPMC: Payment	
			001.1145	545.52
			EPMC: Payment	
			004.1145	103.43
			EPMC: Payment	
			012.1145	3.16
			EPMC: Payment	
			016.1145	3.16
			EPMC: Payment	
			023.1145	9.96
			EPMC: Payment	
			024.1145	0.78
			EPMC: Payment	
			041.1145	22.60
			EPMC: Payment	
			042.1145	15.73
			EPMC: Payment	
			070.1145	64.51
			PERS: Payment	
			001.1145	19,459.80
			PERS: Payment	
			004.1145	3,941.06
			PERS: Payment	
			010.1145	1,213.98
			PERS: Payment	
			012.1145	302.51
			PERS: Payment	

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Voucher List
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Voucher	Date	Vendor	Description/Account	Amount
1067	9/5/2025	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			016.1145	302.45
			PERS: Payment	
			023.1145	269.39
			PERS: Payment	
			024.1145	26.49
			PERS: Payment	
			041.1145	553.20
			PERS: Payment	
			042.1145	1,655.28
			PERS: Payment	
			070.1145	1,023.36
			PERS SERVICE CREDIT: Payment	
			001.1145	18.07
			PERS SERVICE CREDIT: Payment	
			004.1145	81.33
			PERS SERVICE CREDIT: Payment	
			012.1145	18.08
			PERS SERVICE CREDIT: Payment	
			016.1145	18.08
			PERS SERVICE CREDIT: Payment	
			042.1145	45.13
			PERS SURVIVOR: Payment	
			001.1145	25.37
			PERS SURVIVOR: Payment	
			004.1145	5.37
			PERS SURVIVOR: Payment	
			010.1145	1.12
			PERS SURVIVOR: Payment	
			012.1145	0.69
			PERS SURVIVOR: Payment	
			016.1145	0.65
			PERS SURVIVOR: Payment	
			023.1145	0.45
			PERS SURVIVOR: Payment	
			024.1145	0.05
			PERS SURVIVOR: Payment	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
1067	9/5/2025	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			041.1145	0.34
			PERS SURVIVOR: Payment	
			042.1145	4.33
			PERS SURVIVOR: Payment	
			070.1145	0.69
Total :				29,736.12
1068	9/5/2025	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT	
			STATE TAXES: Payment	
			001.1130	7,101.89
			STATE TAXES: Payment	
			004.1130	1,078.15
			STATE TAXES: Payment	
			010.1130	409.41
			STATE TAXES: Payment	
			012.1130	78.91
			STATE TAXES: Payment	
			016.1130	78.92
			STATE TAXES: Payment	
			023.1130	67.76
			STATE TAXES: Payment	
			024.1130	5.79
			STATE TAXES: Payment	
			041.1130	237.73
			STATE TAXES: Payment	
			042.1130	411.25
			STATE TAXES: Payment	
			070.1130	509.00
Total :				9,978.81
4 Vouchers for bank code : wfb				Bank total : 83,910.53
4 Vouchers in this report				Total vouchers : 83,910.53

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
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Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92217	9/9/2025	000014 ALL CITY MANAGEMENT SERVICES	CROSSING GUARD SVC:8/3/25-8/16/25 CROSSING GUARD SVC:8/3/25-8/16/25 002.8200.4530	3,777.33
Total :				3,777.33
92218	9/9/2025	005771 AMAZON CAPITAL SERVICES	CORP YARD:GENERATOR REPAIR CORP YARD:GENERATOR REPAIR 004.8310.4245 CORP YARD:GATE REMOTE OPENERS CORP YARD:GATE REMOTE OPENERS 004.8310.4206	40.82
Total :				44.17
Total :				84.99
92219	9/9/2025	005516 BASE HILL, INC.	JANITORIAL SVC-AUG CITY HALL-AUG 042.9510.4504 CC-AUG 042.9510.4504 AURANTIA PARK-AUG 001.6000.4504 COMMUNITY PARK-AUG 001.6000.4504 POLICE DEPT-AUG 001.2000.4504	1,808.80
				360.14
				1,683.73
				2,258.10
				1,250.64
Total :				7,361.41
92220	9/9/2025	003445 BOOT BARN, INC.	UNIFORM BOOTS:LAYNE UNIFORM BOOTS:LAYNE 004.8310.4249 UNIFORM BOOTS:RODRIGUEZ UNIFORM BOOTS:RODRIGUEZ 004.8310.4249 UNIFORMS:RODRIGUEZ UNIFORMS:RODRIGUEZ 004.8310.4249 UNIFORMS:PECK UNIFORMS:PECK	175.00
				157.63
				157.64

Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92220	9/9/2025	003445 BOOT BARN, INC.	(Continued)	
			001.6000.4249	225.00
			UNIFORM BOOTS:PECK	
			UNIFORM BOOTS:PECK	
			001.6000.4249	175.00
			UNIFORM BOOTS:COLEMAN	
			UNIFORM BOOTS:COLEMAN	
			001.6010.4249	175.00
			Total :	1,065.27
92221	9/9/2025	005238 CALIFORNIA MUNICIPAL STATISTIC	DIRECT/OVERLAPPING DEBT 24/25	
			DIRECT/OVERLAPPING DEBT 24/25	
			001.1700.4510	600.00
			Total :	600.00
92222	9/9/2025	005265 COMMERCIAL DOOR METAL SYSTEMS	LIBRARY:FRONT ENTRY DOOR REPAIRS	
			LIBRARY:FRONT ENTRY DOOR REPAIRS	
			001.6000.4070	694.55
			Total :	694.55
92223	9/9/2025	000744 D&T AUTO REPAIR	VEH#117:MAINT	
			VEH#117:MAINT	
			001.4600.4240	1,108.53
			Total :	1,108.53
92224	9/9/2025	000213 DAILY JOURNAL CORPORATION	PASSPORT FEE ADOP:NEWSPAPER PUB	
			PASSPORT FEE ADOP:NEWSPAPER PUB	
			001.1200.4300	613.96
			Total :	613.96
92225	9/9/2025	006259 DEPENDABLE BREAK ROOM SOLUTION	COUNCIL:COOLER RENTAL	
			COUNCIL:COOLER RENTAL	
			042.9510.4200	18.32
			CITY HALL:COOLER RENTAL	
			CITY HALL:COOLER RENTAL	
			042.9510.4200	43.09
			CITY HALL:MONTHLY COFFEE	
			CITY HALL:MONTHLY COFFEE	
			042.9510.4200	49.50

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Bank code :		wfb				
Voucher	Date	Vendor	Description/Account			Amount
92225	9/9/2025	006259	006259	DEPENDABLE BREAK ROOM SOLUTION	(Continued)	Total : 110.91
92226	9/9/2025	004868	DISASTER MASTERS FIRE PROT	PD:EXTINGUISHER SVC		
				PD:EXTINGUISHER SVC		
				001.2000.4075		221.87
					Total :	221.87
92227	9/9/2025	000085	EAST VALLEY WATER DISTRICT	BEATTIE-IRRIGATION-AUG		
				BEATTIE-IRRIGATION-AUG		
				001.6000.4030		470.38
				LMD 48B-AUG		
				LMD 48B-AUG		
				012.8500.4030		769.19
				LMD 02-E-AUG		
				LMD 02-E-AUG		
				012.8500.4030		906.07
				LMD 48C-AUG		
				LMD 48C-AUG		
				012.8500.4030		129.47
				LMD 48C-AUG		
				LMD 48C-AUG		
				012.8500.4030		992.07
				LMD 31-AUG		
				LMD 31-AUG		
				012.8500.4030		558.06
				LMD 00-BASELINE-AUG		
				LMD 00-BASELINE-AUG		
				012.8500.4030		437.52
				LMD 22-AUG		
				LMD 22-AUG		
				012.8500.4030		263.62
				LMD 03-YARNELL-AUG		
				LMD 03-YARNELL-AUG		
				012.8500.4030		42.80
				LMD 02-A-AUG		
				LMD 02-A-AUG		
				012.8500.4030		72.47
				LMD 03-BASELINE-AUG		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92227	9/9/2025	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 03-BASELINE-AUG	
			012.8500.4030	110.97
			LMD 20-BASELINE-AUG	
			LMD 20-BASELINE-AUG	
			012.8500.4030	393.65
			LMD 01-A-AUG	
			LMD 01-A-AUG	
			012.8500.4030	102.45
			LMD 36-AUG	
			LMD 36-AUG	
			012.8500.4030	315.71
			LMD 35-AUG	
			LMD 35-AUG	
			012.8500.4030	100.87
			LMD 06-AUG	
			LMD 06-AUG	
			012.8500.4030	51.33
			LMD 01-B-AUG	
			LMD 01-B-AUG	
			012.8500.4030	93.93
			LMD 48-AUG	
			LMD 48-AUG	
			012.8500.4030	882.33
			LMD 30-AUG	
			LMD 30-AUG	
			012.8500.4030	792.33
			LMD 39-AUG	
			LMD 39-AUG	
			012.8500.4030	663.71
			CANYON OAKS PK-AUG	
			CANYON OAKS PK-AUG	
			016.8540.4030	1,272.45
			LMD 02-B-AUG	
			LMD 02-B-AUG	
			012.8500.4030	367.33
			LMD 13-AUG	
			LMD 13-AUG	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92227	9/9/2025	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			012.8500.4030	240.21
			LMD 02-D-AUG	
			LMD 02-D-AUG	
			012.8500.4030	157.85
			LMD 02-C-AUG	
			LMD 02-C-AUG	
			012.8500.4030	362.57
			LMD 08-AUG	
			LMD 08-AUG	
			012.8500.4030	260.09
			LMD 20-STREATER-AUG	
			LMD 20-STREATER-AUG	
			012.8500.4030	142.20
			Total :	10,951.63
92228	9/9/2025	006428 ELLIS, MARK	WATER HEATER REFUND	
			WATER HEATER REFUND	
			001.1450.7600	75.00
			Total :	75.00
92229	9/9/2025	002617 FERGUSON ENTERPRISES LLC	LIBRARY:TOILET LEAK REPAIR	
			LIBRARY:TOILET LEAK REPAIR	
			001.6000.4070	239.76
			Total :	239.76
92230	9/9/2025	006392 FLEMING, BIANEY	MILEAGE REIM-SEPT	
			MILEAGE REIM-SEPT	
			001.1700.4332	20.50
			Total :	20.50
92231	9/9/2025	005018 FLYERS ENERGY, LLC	FUEL-AUG	
			FUEL-AUG	
			001.2000.4220	2,678.03
			FUEL-AUG	
			001.4600.4220	79.14
			FUEL-AUG	
			001.6000.4220	97.76

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Voucher	Date	Vendor	Description/Account	Amount
92231	9/9/2025	005018 FLYERS ENERGY, LLC	(Continued) FUEL-AUG 004.8310.4220 FUEL-AUG 028.2050.4220 FUEL-AUG 042.9510.4220 FUEL-AUG 029.2100.4220	366.74 546.98 24.46 546.98 Total : 4,340.09
92232	9/9/2025	002845 GRAINGER INC	LIBRARY:HVAC MAINT LIBRARY:HVAC MAINT 001.6000.4070	199.96 Total : 199.96
92233	9/9/2025	001996 HINDERLITER DE LLAMAS & ASSOC	SALES TAX AUDIT JUL-SEPT SALES TAX AUDIT JUL-SEPT 001.1450.4505	450.00 Total : 450.00
92234	9/9/2025	000718 HOUSTON & HARRIS PCS, INC	HYDRO WASH FOR ELDER DRAIN HYDRO WASH FOR ELDER DRAIN 041.9500.4351	60,831.70 Total : 60,831.70
92235	9/9/2025	006425 HUBBARD AYON, MARCELLA	REFUND-RUSD PAID FOR LIVESCAN REFUND-RUSD PAID FOR LIVESCAN 001.1450.9536	34.00 Total : 34.00
92236	9/9/2025	002664 INLAND LIGHTING SUPPLIES, INC.	PD:LIGHT REPLACEMENT PD:LIGHT REPLACEMENT 001.2000.4070	271.88 Total : 271.88
92237	9/9/2025	001618 INNOVATIVE FEDERAL STRATEGIES	PROFESSIONAL SVC-AUG PROFESSIONAL SVC-AUG 023.3890.4554	4,250.00

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Voucher	Date	Vendor	Description/Account	Amount
92237	9/9/2025	001618	001618 INNOVATIVE FEDERAL STRATEGIES (Continued)	Total : 4,250.00
92238	9/9/2025	006343	INTERMEDIA.NET INC. VOIP-SEPT VOIP-SEPT 042.9510.4533	2,498.97 Total : 2,498.97
92239	9/9/2025	003673	JOHNSON CONTROLS, INC YMCA:SENSOR REPLACEMENT YMCA:SENSOR REPLACEMENT 007.8330.4070	174.77 Total : 174.77
92240	9/9/2025	000127	K & L HARDWARE CORP YARD:MISC SUPPLIES CORP YARD:MISC SUPPLIES 004.8310.4206 CORP YARD:MISC SUPPLIES CORP YARD:MISC SUPPLIES 004.8310.4206	29.70 16.36 Total : 46.06
92241	9/9/2025	000207	KONICA MINOLTA IT MONTHLY CONTRACT-SEPT IT MONTHLY CONTRACT-SEPT 042.9510.4627	8,025.00 Total : 8,025.00
92242	9/9/2025	000207	KONICA MINOLTA PRINTER CONTRACT-AUG PRINTER CONTRACT-AUG 042.9510.4631	755.02 Total : 755.02
92243	9/9/2025	006424	LEMUS, ANGEL UNIFORM REIMB:LEMUS UNIFORM REIMB:LEMUS 001.2000.4566	143.27 Total : 143.27
92244	9/9/2025	005377	LIEBERT CASSIDY WHITMORE LCW LIBRARY SUBSCRIPTION 25/26 LCW LIBRARY SUBSCRIPTION 25/26 041.9500.4330	900.00

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Voucher	Date	Vendor	Description/Account	Amount
92244	9/9/2025	005377 005377 LIEBERT CASSIDY WHITMORE	(Continued)	Total : 900.00
92245	9/9/2025	005099 OMEGA INDUSTRIAL SUPPLY, INC.	GRAFFITI REMOVAL SUPPLIES GRAFFITI REMOVAL SUPPLIES 001.6010.4206	535.34 Total : 535.34
92246	9/9/2025	000167 PARTY PLUS RENTALS INC	STATE OF THE CITY:SUPPLIES STATE OF THE CITY:SUPPLIES 001.1000.4336	392.70 Total : 392.70
92247	9/9/2025	006423 PILLSBURY WINTHROP SHAW, PITTMAN LLP	EE BENEFIT ADVICE-JUL EE BENEFIT ADVICE-JUL 001.1450.4520	3,173.00 Total : 3,173.00
92248	9/9/2025	000004 PUBLIC EMPLOYEE RETIREMENT SYS	GASB 68 REPORT 24/25 GASB 68 REPORT 24/25 001.1700.4510	350.00 Total : 350.00
92249	9/9/2025	002511 RECORDER-CLERK CO OF SB	DOCUMENT RECORDING-AUG DOCUMENT RECORDING-AUG 001.1200.4506	48.00 Total : 48.00
92250	9/9/2025	005326 RP LANDSCAPE & IRRIGATION	LMD LANDSCAPING MAINT-AUG LMD 00 BASELINE LANDSCAPING MAINT-AUG 012.8500.4585 LMD 00 YARNELL LANDSCAPING MAINT-AUG 012.8500.4585 LMD 01 LANDSCAPING MAINT-AUG 012.8500.4585 LMD 01B LANDSCAPING MAINT-AUG 012.8500.4585 LMD 02 LANDSCAPING MAINT-AUG 012.8500.4585 LMD 03A-AUG	330.60 202.11 172.90 172.90 797.90

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Voucher	Date	Vendor	Description/Account	Amount
92250	9/9/2025	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			012.8500.4585	155.37
			LMD 03B-AUG	
			012.8500.4585	155.37
			LMD 04-AUG	
			012.8500.4585	46.73
			LMD 05-AUG	
			012.8500.4585	97.34
			LMD 07-AUG	
			012.8500.4585	85.27
			LMD 08-AUG	
			012.8500.4585	192.76
			LMD 09-AUG	
			012.8500.4585	1,174.07
			LMD 10-AUG	
			012.8500.4585	2,288.54
			LMD 11-AUG	
			012.8500.4585	547.89
			LMD 13-AUG	
			012.8500.4585	143.69
			LMD 15-AUG	
			012.8500.4585	529.20
			LMD 16-AUG	
			012.8500.4585	56.07
			LMD 17-AUG	
			012.8500.4585	711.44
			LMD 20 BASELINE-AUG	
			012.8500.4585	220.79
			LMD 20 STREATER-AUG	
			012.8500.4585	171.72
			LMD 79-AUG	
			012.8500.4585	294.12
			LMD 21-AUG	
			012.8500.4585	169.66
			LMD 22-AUG	
			012.8500.4585	202.10
			LMD 24-AUG	

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Voucher	Date	Vendor	Description/Account	Amount
92250	9/9/2025	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			012.8500.4585	75.93
			LMD 25-AUG	
			012.8500.4585	213.78
			LMD 29-AUG	
			012.8500.4585	213.78
			LMD 30-AUG	
			012.8500.4585	867.98
			LMD 31-AUG	
			012.8500.4585	575.93
			LMD 34-AUG	
			012.8500.4585	330.60
			LMD 35-AUG	
			012.8500.4585	239.49
			LMD 36-AUG	
			012.8500.4585	353.97
			LMD 37-AUG	
			012.8500.4585	435.74
			LMD 39-AUG	
			012.8500.4585	558.40
			LMD 43-AUG	
			012.8500.4585	202.10
			LMD 44-AUG	
			012.8500.4585	2,996.49
			LMD 47-AUG	
			012.8500.4585	232.47
			LMD 48-AUG	
			012.8500.4585	2,445.09
			LMD 54-AUG	
			012.8500.4585	625.00
			LMD 55-AUG	
			012.8500.4585	552.56
			LMD 59-AUG	
			012.8500.4585	68.92
			LMD 61-AUG	
			012.8500.4585	389.01
			LMD 63-AUG	

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Voucher	Date	Vendor	Description/Account	Amount
92250	9/9/2025	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			012.8500.4585	143.69
			LMD 70-AUG	
			012.8500.4585	669.39
			LMD 76-AUG	
			012.8500.4585	202.10
			LMD 68-AUG	
			012.8500.4585	599.29
			LMD 69-AUG	
			012.8500.4585	137.84
			LMD 73-AUG	
			012.8500.4585	313.08
			POLICE STATION LANDSCAPE MAINT-AUG	
			POLICE STATION LANDSCAPE MAINT-AUG	
			001.2000.4585	579.00
			CITY HALL LANDSCAPING MAINT-AUG	
			042.9510.4585	579.00
			LIBRARY LANDSCAPING MAINT-AUG	
			001.6000.4585	694.80
			YMCA LANDSCAPING MAINT-AUG	
			001.6000.4585	694.80
			CORP YARD LANDSCAPING MAINT-AUG	
			004.8310.4585	463.20
			AURANTIA PK LANDSCAPING MAINT-AUG	
			001.6000.4585	1,080.41
			COMMUNITY PK LANDSCAPING MAINT-AUG	
			001.6000.4585	4,274.18
			CANYON OAK PK LANDSCAPING MAINT-AUG	
			016.8540.4585	412.25
			CUNNINGHAM PK LANDSCAPING MAINT-AUG	
			016.8540.4585	524.57
			SEELEY PK LANDSCAPING MAINT-AUG	
			016.8540.4585	346.24
			OAK CREEK PK LANDSCAPING MAINT-AUG	
			016.8540.4585	643.84
			MEMORIAL PK LANDSCAPING MAINT-AUG	
			001.6000.4585	463.20

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Voucher	Date	Vendor	Description/Account	Amount
92250	9/9/2025	005326 RP LANDSCAPE & IRRIGATION	(Continued) BOULDER MEDIAN LANDSCAPING MAINT-AUG 004.8310.4585	2,867.21
Total :				35,983.87
92251	9/9/2025	003713 SATCOM GLOBAL LTD.	SATELITE PHONE-AUG SATELITE PHONE-AUG 028.2050.4061 SATELITE PHONE-AUG 029.2100.4061 SATELITE PHONE-AUG 001.2000.4061 SATELITE PHONE-AUG 042.9510.4061	28.61 28.60 57.21 57.21
Total :				171.63
92252	9/9/2025	005731 SITEONE LANDSCAPE SUPPLY, LLC	COMM PK:IRRIG SUPPLIES COMM PK:IRRIG SUPPLIES 001.6000.4206 AURANTIA PK:IRRIG SUPPLIES AURANTIA PK:IRRIG SUPPLIES 001.6000.4206 LMD 69:IRRIG SUPPLIES LMD 69:IRRIG SUPPLIES 012.8500.4206	459.37 340.93 230.46
Total :				1,030.76
92253	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	POLICE STATION-AUG POLICE STATION-AUG 001.2000.4010 EVC STATIONS-AUG EVC STATIONS-AUG 042.9510.4012 CITY HALL-AUG CITY HALL-AUG 042.9510.4010 CORP YARD-AUG CORP YARD-AUG	11,520.86 9,834.68 2,835.07

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Voucher	Date	Vendor	Description/Account	Amount
92253	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			004.8310.4010	1,185.57
			LS3-AUG	
			LS3-AUG	
			013.8510.4011	13.57
			LIBRARY/ELC-AUG	
			LIBRARY/ELC-AUG	
			001.6000.4010	11,311.61
Total :				36,701.36
92254	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	LS3:VARIOUS-JULY	
			LS3:VARIOUS-JULY	
			013.8510.4011	-617.98
			LS3:VARIOUS-AUG	
			LS3:VARIOUS-AUG	
			013.8510.4011	1,263.77
Total :				645.79
92255	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	LMDS-APR	
			LMD 10-APR	
			012.8500.4010	-38.39
			LMD 22-APR	
			012.8500.4010	-40.46
			LMD 03-APR	
			012.8500.4010	-40.90
			LMD 16-APR	
			012.8500.4010	-40.71
			LMD 20-APR	
			012.8500.4010	-40.46
			LMD 02-APR	
			012.8500.4010	-40.46
			LMD 35-APR	
			012.8500.4010	-40.46
			LMD 01-APR	
			012.8500.4010	-40.46
			LMD 31-APR	
			012.8500.4010	-40.46
			LMD 21-APR	

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Voucher	Date	Vendor	Description/Account	Amount
92255	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010	-40.46
			LMD 00-APR	
			012.8500.4010	-40.46
			LMD 15-APR	
			012.8500.4010	-40.46
			LMD 02-APR	
			012.8500.4010	-80.92
			LMD 04-APR	
			012.8500.4010	-40.46
			LMD 07-APR	
			012.8500.4010	-41.16
			LMD 06-APR	
			012.8500.4010	-41.16
			LMD 05-APR	
			012.8500.4010	-40.90
			LMD 11-APR	
			012.8500.4010	-40.46
			LMD 02-APR	
			012.8500.4010	-40.46
			LMD 34-APR	
			012.8500.4010	-40.46
			LMD 36-APR	
			012.8500.4010	-24.92
			LMD 44-APR	
			012.8500.4010	-39.96
			LMD 17-APR	
			012.8500.4010	-36.81
			LMD 47-APR	
			012.8500.4010	-39.84
			LMD 29-APR	
			012.8500.4010	-40.46
			LMD 08-APR	
			012.8500.4010	-40.46
			LMD 09-APR	
			012.8500.4010	-40.21
			LMD 68/69-APR	

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Voucher	Date	Vendor	Description/Account	Amount
92255	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010	15.07
			LMD 20-APR	
			012.8500.4010	-40.46
			LMD 76-APR	
			012.8500.4010	16.48
			LMD 10-APR	
			012.8500.4010	-30.25
			LMD 30-APR	
			012.8500.4010	-40.21
			LMD 37-APR	
			012.8500.4010	-40.46
			LMD 73-APR	
			012.8500.4010	15.29
			LMD 48B-APR	
			012.8500.4010	-40.46
			LMD 48C-APR	
			012.8500.4010	-40.21
			LMD 70-APR	
			012.8500.4010	14.63
			LMD 13-APR	
			012.8500.4010	-40.90
			LMD 55-APR	
			012.8500.4010	-40.46
			LMD 15-APR	
			012.8500.4010	-40.46
			LMDS-MAY	
			LMD 68/69-MAY	
			012.8500.4010	8.06
			LMD 20-MAY	
			012.8500.4010	16.48
			LMD 76-MAY	
			012.8500.4010	15.57
			LMD 10-MAY	
			012.8500.4010	27.38
			LMD 30-MAY	
			012.8500.4010	16.98

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Voucher	Date	Vendor	Description/Account	Amount
92255	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			LMD 37-MAY	
			012.8500.4010	16.48
			LMD 73-MAY	
			012.8500.4010	16.14
			LMD 48B-MAY	
			012.8500.4010	16.48
			LMD 48C-MAY	
			012.8500.4010	16.73
			LMD 70-MAY	
			012.8500.4010	14.75
			LMD 13-MAY	
			012.8500.4010	15.41
			LMD 55-MAY	
			012.8500.4010	16.48
			LMD 15-MAY	
			012.8500.4010	32.96
			LMD 02-MAY	
			012.8500.4010	32.96
			LMD 04-MAY	
			012.8500.4010	16.48
			LMD 07-MAY	
			012.8500.4010	16.04
			LMD 06-MAY	
			012.8500.4010	15.41
			LMD 05-MAY	
			012.8500.4010	16.23
			LMD 11-MAY	
			012.8500.4010	16.48
			LMD 02-MAY	
			012.8500.4010	16.48
			LMD 34-MAY	
			012.8500.4010	16.48
			LMD 36-MAY	
			012.8500.4010	32.96
			LMD 44-MAY	
			012.8500.4010	16.73

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Voucher	Date	Vendor	Description/Account	Amount
92255	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			LMD 17-MAY	
			012.8500.4010	21.36
			LMD 47-MAY	
			012.8500.4010	17.10
			LMD 29-MAY	
			012.8500.4010	16.48
			LMD 08-MAY	
			012.8500.4010	16.48
			LMD 09-MAY	
			012.8500.4010	16.73
			LMD 68/69-MAY	
			012.8500.4010	8.08
			LMD 10-MAY	
			012.8500.4010	18.74
			LMD 22-MAY	
			012.8500.4010	16.48
			LMD 03-MAY	
			012.8500.4010	16.04
			LMD 16-MAY	
			012.8500.4010	16.23
			LMD 20-MAY	
			012.8500.4010	16.48
			LMD 02-MAY	
			012.8500.4010	16.48
			LMD 35-MAY	
			012.8500.4010	16.48
			LMD 01-MAY	
			012.8500.4010	16.48
			LMD 31-MAY	
			012.8500.4010	16.48
			LMD 21-MAY	
			012.8500.4010	16.48
			LMD 00-MAY	
			012.8500.4010	16.48
			LMDS-JUN	
			LMD 36-JUN	

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Voucher	Date	Vendor	Description/Account	Amount
92255	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010	30.17
			LMD 44-JUN	
			012.8500.4010	15.42
			LMD 17-JUN	
			012.8500.4010	21.39
			LMD 47-JUN	
			012.8500.4010	15.42
			LMD 29-JUN	
			012.8500.4010	15.20
			LMD 08-JUN	
			012.8500.4010	15.20
			LMD 09-JUN	
			012.8500.4010	15.20
			LMD 68/69-JUN	
			012.8500.4010	17.43
			LMD 20-JUN	
			012.8500.4010	15.20
			LMD 76-JUN	
			012.8500.4010	17.29
			LMD 10-JUN	
			012.8500.4010	25.81
			LMD 30-JUN	
			012.8500.4010	15.66
			LMD 37-JUN	
			012.8500.4010	15.20
			LMD 73-JUN	
			012.8500.4010	16.14
			LMD 48B-JUN	
			012.8500.4010	15.20
			LMD 48C-JUN	
			012.8500.4010	15.42
			LMD 70-JUN	
			012.8500.4010	16.84
			LMD 13-JUN	
			012.8500.4010	14.03
			LMD 10-JUN	

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Voucher	Date	Vendor	Description/Account	Amount
92255	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010	17.23
			LMD 22-JUN	
			012.8500.4010	15.20
			LMD 03-JUN	
			012.8500.4010	14.73
			LMD 16-JUN	
			012.8500.4010	14.73
			LMD 20-JUN	
			012.8500.4010	15.20
			LMD 02-JUN	
			012.8500.4010	14.97
			LMD 35-JUN	
			012.8500.4010	14.97
			LMD 01-JUN	
			012.8500.4010	14.97
			LMD 55-JUN	
			012.8500.4010	15.20
			LMD 31-JUN	
			012.8500.4010	15.20
			LMD 21-JUN	
			012.8500.4010	15.20
			LMD 00-JUN	
			012.8500.4010	15.20
			LMD 15-JUN	
			012.8500.4010	30.40
			LMD 02-JUN	
			012.8500.4010	30.17
			LMD 04-JUN	
			012.8500.4010	15.20
			LMD 07-JUN	
			012.8500.4010	13.89
			LMD 06-JUN	
			012.8500.4010	14.03
			LMD 05-JUN	
			012.8500.4010	14.73
			LMD 11-JUN	

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Voucher	Date	Vendor	Description/Account	Amount
92255	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010	15.20
			LMD 02-JUN	
			012.8500.4010	14.97
			LMD 34-JUN	
			012.8500.4010	15.20
			LMD-VARIOUS-JUL	
			LMD 55-JUL	
			012.8500.4010	16.14
			LMD 10-JUL	
			012.8500.4010	18.41
			LMD 22-JUL	
			012.8500.4010	16.14
			LMD 03-JUL	
			012.8500.4010	15.67
			LMD 16-JUL	
			012.8500.4010	15.91
			LMD 20-JUL	
			012.8500.4010	16.14
			LMD 02-JUL	
			012.8500.4010	16.14
			LMD 35-JUL	
			012.8500.4010	15.91
			LMD 01-JUL	
			012.8500.4010	16.14
			LMD 31-JUL	
			012.8500.4010	16.14
			LMD 21-JUL	
			012.8500.4010	16.14
			LMD 00-JUL	
			012.8500.4010	16.14
			LMD 15-JUL	
			012.8500.4010	32.28
			LMD 02-JUL	
			012.8500.4010	32.05
			LMD 04-JUL	
			012.8500.4010	16.36

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Voucher	Date	Vendor	Description/Account	Amount
92255	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			LMD 07-JUL	
			012.8500.4010	14.83
			LMD 06-JUL	
			012.8500.4010	14.97
			LMD 05-JUL	
			012.8500.4010	15.91
			LMD 11-JUL	
			012.8500.4010	16.14
			LMD 13-JUL	
			012.8500.4010	14.97
			LMD 02-JUL	
			012.8500.4010	16.14
			LMD 34-JUL	
			012.8500.4010	16.14
			LMD 36-JUL	
			012.8500.4010	33.21
			LMD 44-JUL	
			012.8500.4010	16.60
			LMD 17-JUL	
			012.8500.4010	24.17
			LMD 47-JUL	
			012.8500.4010	16.23
			LMD 29-JUL	
			012.8500.4010	16.14
			LMD 08-JUL	
			012.8500.4010	16.14
			LMD 09-JUL	
			012.8500.4010	16.36
			LMD 68/69-JUL	
			012.8500.4010	15.34
			LMD 20-JUL	
			012.8500.4010	16.14
			LMD 76-JUL	
			012.8500.4010	15.20
			LMD 10-JUL	
			012.8500.4010	27.94

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Voucher	Date	Vendor	Description/Account	Amount
92255	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			LMD 30-JUL	
			012.8500.4010	16.60
			LMD 37-JUL	
			012.8500.4010	16.14
			LMD 73-JUL	
			012.8500.4010	14.97
			LMD 48B-JUL	
			012.8500.4010	16.14
			LMD 48C-JUL	
			012.8500.4010	16.36
			LMD 70-JUL	
			012.8500.4010	14.97
			Total :	652.32
92256	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	BASELINE MEDIAN-AUG	
			BASELINE MEDIAN-AUG	
			004.8310.4010	418.28
			SIGNALS:VARIOUS-AUG	
			SIGNALS:VARIOUS-AUG	
			004.8310.4580	519.17
			Total :	937.45
92257	9/9/2025	000203 SOUTHERN CALIFORNIA EDISON	LS3-AUG	
			LS3-AUG	
			013.8510.4011	25.58
			OAK CREEK PK-AUG	
			OAK CREEK PK-AUG	
			016.8540.4010	15.42
			SEELEY PK-JUL	
			016.8540.4010	21.45
			LS3: VARIOUS-AUG	
			LS3: VARIOUS-AUG	
			013.8510.4011	13.57
			Total :	76.02
92258	9/9/2025	006405 SUPERIOR MEDICAL WASTE, DISPOSAL	ILLEGAL DUMPED SHARPS	
			ILLEGAL DUMPED SHARPS	

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Voucher	Date	Vendor	Description/Account	Amount
92258	9/9/2025	006405 SUPERIOR MEDICAL WASTE, DISPOSAL	(Continued) 001.4200.4596	60.00
Total :				60.00
92259	9/9/2025	003044 THOMSON REUTERS WEST	CODE BOOKS-SEPT CODE BOOKS-SEPT 001.1200.4626	1,719.66
Total :				1,719.66
92260	9/9/2025	000465 TOM DODSON & ASSOCIATES	STR17002 CCF PE(2017)-JUL STR17002 CCF PE(2017)-JUL 027.8490.6550	2,385.00
Total :				2,385.00
92261	9/9/2025	003689 TPX COMMUNICATIONS	POLICE DEPT-SEPT POLICE DEPT-SEPT 001.2000.4060	223.16
Total :				223.16
92262	9/9/2025	005839 TRUSTED TECH TEAM	MICROSOFT 365-AUG MICROSOFT 365-AUG 042.9510.4533 MICROSOFT 365-SEPT 042.9510.4533	201.54
Total :				2,333.50
92263	9/9/2025	000086 TYLER TECHNOLOGIES, INC	EERP MIGRATION 7/21,7/27,7/30,7/31 EERP MIGRATION 7/21,7/27,7/30,7/31 007.8330.4533 EERP MIGRATION 8/14/25 EERP MIGRATION 8/14/25 007.8330.4533	5,600.00
Total :				700.00
92264	9/9/2025	000222 UNDERGROUND SERVICE ALERT	REGULATORY FEE-AUG REGULATORY FEE-AUG 004.8310.4553 MONTHLY DIG FEE-AUG MONTHLY DIG FEE-AUG	289.26

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Voucher	Date	Vendor	Description/Account	Amount
92264	9/9/2025	000222 UNDERGROUND SERVICE ALERT	(Continued) 004.8310.4553	1,110.00
Total :				1,399.26
92265	9/9/2025	005148 UNIVERSAL COATINGS INC.	LIBRARY ROOF REPAIR LIBRARY ROOF REPAIR 001.6000.4070	4,802.00
Total :				4,802.00
92266	9/9/2025	000231 VISTA PAINT CORP	GRAFFITI REMOVAL GRAFFITI REMOVAL 001.6010.4206	235.72
Total :				235.72
92267	9/9/2025	004709 VORTEX INDUSTRIES, INC.	COMM PK:DOOR REPAIR COMM PK:DOOR REPAIR 001.6000.4224	4,087.70
Total :				4,087.70
92268	9/9/2025	004543 WEX BANK	POOL CAR-AUG POOL CAR-AUG 042.9510.4220	208.27
Total :				208.27
92269	9/9/2025	001041 YUHA AVIATION OF, SAN MANUEL NATION	ICH17006 ENG SMBMI IGG-JUN ICH17006 ENG SMBMI IGG-JUN 027.8490.6813	64,037.37
Total :				64,037.37
92270	9/9/2025	006001 YUNEX LLC	5TH ST BRIDGE RPL BROKEN FIXTURE 5TH ST BRIDGE RPL BROKEN FIXTURE 013.8510.4664	1,556.60
Total :				1,556.60
54 Vouchers for bank code : wfb				Bank total : 280,094.45
54 Vouchers in this report				Total vouchers : 280,094.45

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Voucher	Date	Vendor	Description/Account	Amount
92271	9/16/2025	006426 ABM BUILDING SOLUTIONS,LLC	FS#2:EMERG GENERATOR INSTALL FS#2:EMERG GENERATOR INSTALL 029.2100.6040	18,437.00
			FS#1:GENERATOR INSTALL FS#1:GENERATOR INSTALL 029.2100.6040	18,402.00
			Total :	36,839.00
92272	9/16/2025	005737 AGA ENGINEERS, INC.	ON CALL TRAFFIC ENG SVC-JUL ON CALL TRAFFIC ENG SVC-JUL 020.8440.4550	4,690.00
			TRAFFIC SYS MONIT SVC-JUL TRAFFIC SYS MONIT SVC-JUL 020.8440.4550	3,200.00
			Total :	7,890.00
92273	9/16/2025	000014 ALL CITY MANAGEMENT SERVICES	CROSSING GUARD SVC:8/17/25-8/30/25 CROSSING GUARD SVC:8/17/25-8/30/25 002.8200.4530	4,140.36
			Total :	4,140.36
92274	9/16/2025	005771 AMAZON CAPITAL SERVICES	DESKTOP TAPE DISPENSER DESKTOP TAPE DISPENSER 001.1700.4200	11.28
			55' DESK W/SIDE STORAGE SHELVES 55' DESK W/SIDE STORAGE SHELVES 042.9510.4203	129.29
			WOODEN COUNTERTOP MAIL SORTER ORG WOODEN COUNTERTOP MAIL SORTER ORG 001.1600.4203	70.02
			DELL 27" MONITOR DELL 27" MONITOR 042.9510.4203	642.20
			BANKER BOXES BANKER BOXES 001.4100.4200	152.72

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92274	9/16/2025	005771 005771 AMAZON CAPITAL SERVICES	(Continued)	Total : 1,005.51
92275	9/16/2025	000774 ARROWHEAD CREDIT UNION-DEPT 91	CRRA CONF INCIDENTALS:RAMOS/MORGAN CRRA CONF INCIDENTALS:RAMOS/MORGAN 001.4200.4320 CRRA CONF INCIDENTALS:RAMOS/MORGAN CRRA CONF INCIDENTALS:RAMOS/MORGAN 001.4200.4320 CRRA CONF INCIDENTALS:RAMOS/MORGAN CRRA CONF INCIDENTALS:RAMOS/MORGAN 001.4200.4320 CRRA CONF INCIDENTALS:RAMOS/MORGAN CRRA CONF INCIDENTALS:RAMOS/MORGAN 001.4200.4320 CRRA CONF INCIDENTALS:RAMOS/MORGAN CRRA CONF INCIDENTALS:RAMOS/MORGAN 001.4200.4320 CRRA CONF INCIDENTALS:RAMOS/MORGAN CRRA CONF INCIDENTALS:RAMOS/MORGAN 001.4200.4320 CRRA CONF INCIDENTALS:RAMOS/MORGAN CRRA CONF INCIDENTALS:RAMOS/MORGAN 001.4200.4320 CRRA CONF CAR RENTAL:RAMOS/MORGAN CRRA CONF CAR RENTAL:RAMOS/MORGAN 027.8490.4349 CRRA CONF INCIDENTALS:RAMOS/MORGAN CRRA CONF INCIDENTALS:RAMOS/MORGAN 001.4200.4320 CRRA CONF INCIDENTALS:RAMOS/MORGAN CRRA CONF INCIDENTALS:RAMOS/MORGAN 001.4200.4320 CRRA CONF HOTEL:MORGAN CRRA CONF HOTEL:MORGAN 027.8490.4349	70.00 33.90 37.81 64.49 36.00 17.56 36.00 29.99 209.55 24.00 124.29 2.40

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92275	9/16/2025	000774 ARROWHEAD CREDIT UNION-DEPT 91	(Continued) CRRA CONF HOTEL:RAMOS CRRA CONF HOTEL:RAMOS 027.8490.4349 BLUEBEAM RENEWAL BLUEBEAM RENEWAL 042.9510.4533 BLUEBEAM CORE LICENSE ADD-ON BLUEBEAM CORE LICENSE ADD-ON 042.9510.4533 SCANPH ANNUAL CONF:TAFOLLA SCANPH ANNUAL CONF:TAFOLLA 001.4100.4320 STATE OF THE CITY:CUSTOM COOKIES STATE OF THE CITY:CUSTOM COOKIES 001.1000.4336	2.40 3,460.00 330.00 275.00 270.00 Total : 5,023.39
92276	9/16/2025	000774 ARROWHEAD CREDIT UNION-DEPT 91	ORIENTATION LUNCH:WOLFE ORIENTATION LUNCH:WOLFE 001.1600.4337 MAINTENANCE I INTERVIEW PANEL LUNCH MAINT I INTERVIEW PANEL LUNCH 001.1600.4330 LEAGUE OF CA CITIES CONF AND EXPO:SALDAN LEAGUE OF CA CITIES CONF:SALDANA 001.1000.4320 GOVERNMENT TAX SEMINAR TICKETS:GOMEZ/LUD GOVT TAX SEMINAR:GOMEZ/LUDOLPH 001.1700.4330	44.09 97.89 725.00 1,150.00 Total : 2,016.98
92277	9/16/2025	000774 ARROWHEAD CREDIT UNION-DEPT 91	STATE OF THE COUNTY:SALDANA STATE OF THE COUNTY:SALDANA 001.1000.4320 VOL DNNR:INVTNS W/EVELOPES VOL DNNR:INVTNS W/EVELOPES 001.6020.4336	50.00 195.74

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Voucher	Date	Vendor	Description/Account	Amount
92277	9/16/2025	000774 ARROWHEAD CREDIT UNION-DEPT 91	(Continued)	
			NAME BADGE:WOLFE	
			NAME BADGE:WOLFE	
			042.9510.4200	29.97
			STATE OF THE CITY FLOWERS	
			STATE OF THE CITY FLOWERS	
			001.1000.4336	125.33
			STATE OF THE CITY FLOWERS	
			STATE OF THE CITY FLOWERS	
			001.1000.4336	65.24
			RETIREMENT PLAQUE:AVON	
			RETIREMENT PLAQUE:AVON	
			001.1000.4200	92.15
			ZOOM MEETING-AUG	
			ZOOM MEETING-AUG	
			042.9510.4533	110.00
			STATE OF THE CITY:SUPPLIES	
			STATE OF THE CITY:SUPPLIES	
			001.1000.4336	25.00
			STATE OF THE CITY:SUPPLIES	
			STATE OF THE CITY:SUPPLIES	
			001.1000.4336	100.00
			STATE OF THE CITY:SUPPLIES	
			STATE OF THE CITY:SUPPLIES	
			001.1000.4336	150.00
			STATE OF THE CITY:SUPPLIES	
			STATE OF THE CITY:SUPPLIES	
			001.1000.4336	25.00
			STATE OF THE CITY:SUPPLIES	
			STATE OF THE CITY:SUPPLIES	
			001.1000.4336	50.00
			CIVIL ENG LICENSE RENEWAL:DURAN	
			CIVIL ENG LICENSE RENEWAL:DURAN	
			001.3200.4200	180.00
			NAME BADGE:TAFOLLA	
			NAME BADGE:TAFOLLA	
			042.9510.4200	29.97

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92277	9/16/2025	000774	000774 ARROWHEAD CREDIT UNION-DEPT 91 (Continued)	Total : 1,228.40
92278	9/16/2025	006099	CHARTER COMMUNICATIONS CITY HALL:TELE/INT-SEP CITY HALL:TELE/INT-SEP 042.9510.4065	1,299.00 Total : 1,299.00
92279	9/16/2025	006099	CHARTER COMMUNICATIONS PD:TELE/INT-SEP PD:TELE/INT-SEP 001.2000.4065	830.00 Total : 830.00
92280	9/16/2025	006099	CHARTER COMMUNICATIONS FS#3:TELE/INT-SEP FS#3:TELE/INT-SEP 028.2050.4065 FS#3:TELE/INT-SEP 029.2100.4065	329.55 329.55 Total : 659.10
92281	9/16/2025	006099	CHARTER COMMUNICATIONS CORP YARD:TELE/INT-SEP CORP YARD:TELE/INT-SEP 004.8310.4060	500.00 Total : 500.00
92282	9/16/2025	006099	CHARTER COMMUNICATIONS FS#1:TELE/INT-SEP FS#1:TELE/INT-SEP 028.2050.4065 FS#1:TELE/INT-SEP 029.2100.4065	217.21 217.21 Total : 434.42
92283	9/16/2025	006099	CHARTER COMMUNICATIONS FS#2:TELE/INT-SEP FS#2:TELE/INT-SEP 028.2050.4065 FS#2:TELE/INT-SEP 029.2100.4065	169.22 169.21 Total : 338.43
92284	9/16/2025	003606	COUNTY OF MARIN/CALSLA ANNUAL MEMBERSHIP DUES 25/26	

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Voucher	Date	Vendor	Description/Account	Amount
92284	9/16/2025	003606 COUNTY OF MARIN/CALSLA	(Continued) ANNUAL MEMBERSHIP DUES 25/26 013.8510.4310	1,260.00
Total :				1,260.00
92285	9/16/2025	005869 DOPP PROPERTY SERVICES	26811 5TH ST:SECURE PROP 26811 5TH ST:SECURE PROP 001.4600.4557	285.00
Total :				285.00
92286	9/16/2025	000085 EAST VALLEY WATER DISTRICT	ATHLETIC CTR-AUG ATHLETIC CTR-AUG 001.6000.4030 COMMUNITY PK-AUG COMMUNITY PK-AUG 001.6000.4030 LMD 30-AUG LMD 30-AUG 012.8500.4030 LMD 10-AUG LMD 10-AUG 012.8500.4030 OAK CREEK PK-AUG OAK CREEK PK-AUG 016.8540.4030 LMD 10-AUG LMD 10-AUG 012.8500.4030 LMD 34-AUG LMD 34-AUG 012.8500.4030 COMMUNITY PK-AUG COMMUNITY PK-AUG 001.6000.4030 COMM CTR-AUG COMM CTR-AUG 001.6000.4030 STR & STRM DRN #21-AUG	414.37 12,359.38 614.48 1,893.27 1,726.69 1,120.99 164.93 22.51 22.51

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Voucher	Date	Vendor	Description/Account	Amount
92286	9/16/2025	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			STR & STRM DRN #21-AUG	
			024.8470.4030	42.80
			CORP YARD-AUG	
			CORP YARD-AUG	
			004.8310.4030	1,365.51
			COMM CTR:IRRIGATION-AUG	
			COMM CTR:IRRIGATION-AUG	
			001.6000.4030	765.21
			LIBRARY/ELE-AUG	
			LIBRARY/ELE-AUG	
			001.6000.4030	708.83
			YMCA COMMUNITY PK-AUG	
			YMCA COMMUNITY PK-AUG	
			001.6000.4030	279.26
			CORP YARD-AUG	
			CORP YARD-AUG	
			004.8310.4030	156.06
			LIBRARY.ELC-AUG	
			LIBRARY.ELC-AUG	
			001.6000.4030	497.66
			ATHLETIC CTR-AUG	
			ATHLETIC CTR-AUG	
			001.6000.4030	21.11
			CUNNINGHAM PK-AUG	
			CUNNINGHAM PK-AUG	
			016.8540.4030	970.09
			LIBRARY/ELC-AUG	
			LIBRARY/ELC-AUG	
			001.6000.4030	23.91
			CORP YARD-AUG	
			CORP YARD-AUG	
			004.8310.4030	26.10
			Total :	23,195.67
92287	9/16/2025	000085 EAST VALLEY WATER DISTRICT	BOULDER MEDIAN-AUG	
			BOULDER MEDIAN-AUG	
			004.8310.4030	446.99

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92287	9/16/2025	000085 EAST VALLEY WATER DISTRICT	(Continued) BOULDER MEDIAN-AUG BOULDER MEDIAN-AUG 004.8310.4030 LMD 70-AUG LMD 70-AUG 012.8500.4030 LMD 68/69-AUG LMD 68/69-AUG 012.8500.4030 LMD 70 IRRIGATION-AUG LMD 70 IRRIGATION-AUG 012.8500.4030 LMD 79-AUG LMD 79-AUG 012.8500.4030	133.69 173.45 2,323.37 796.15 121.03 Total : 3,994.68
92288	9/16/2025	002190 ENGINEERING RESOURCES OF SO CA	STR07004A NP GCF-JUL STR07004A NP GCF-JUL 023.3890.6600	231.25 Total : 231.25
92289	9/16/2025	006430 GOMEZ, ESMERALDA	BL#15404 REFUND BL#15404 REFUND 001.1450.7450 BL#15404 REFUND 051.1493	59.50 4.00 Total : 63.50
92290	9/16/2025	005757 HALLOWAY, ANGEL	PREMIUM REFUND PREMIUM REFUND 001.1181	98.88 Total : 98.88
92291	9/16/2025	003947 HDR ENGINEERING, INC.	STR17002 PE CCF(2017)-AUG STR17002 PE CCF(2017)-AUG 027.8490.6550	262.50

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Voucher	Date	Vendor	Description/Account	Amount
92291	9/16/2025	003947 HDR ENGINEERING, INC.	(Continued)	Total : 262.50
92292	9/16/2025	002710 HERNANDEZ, KROONE & ASSOCIATES	BRG07001 NP RDA07-JUL BRG07001 NP RDA07-JUL 010.3830.6813 BRG12001 PM GCF-JUL BRG12001 PM GCF-JUL 023.3890.6813 ICH17004 NP GCF-JUL ICH17004 NP GCF-JUL 023.3890.6813 STR17002 PE CCF(2017) PE-JUL STR17002 PE CCF(2017) PE-JUL 027.8490.6550	4,272.00 3,984.00 240.00 6,240.00 Total : 14,736.00
92293	9/16/2025	000108 HIGH TECH SECURITY	PD:ELECTRONIC ACCESS SYSTEM UPGRADE PD:ELECTRONIC ACCESS SYSTEM UPGRADE 007.8330.4070	7,689.36 Total : 7,689.36
92294	9/16/2025	000207 KONICA MINOLTA	PD:PRINTER/COPIER/FAX-SEPT PD:PRINTER/COPIER/FAX-SEPT 001.2000.4203	111.76 Total : 111.76
92295	9/16/2025	000145 MATICH CORPORATION	OLA23002 PPE#2 CON SB1-JUL OLA23002 PPE#2 CON SB1-JUL 004.8310.6550 OLA23002 PPE#2 CON RET SB1-JUL OLA23002 PPE#2 CON RET SB1-JUL 004.1350 OLA230002 PPE#2 CON RET MSRI-JUL OLA230002 PPE#2 CON RET MSRI-JUL 017.1350 OLA23002 PPE#2 CON RET EVWD-JUL OLA23002 PPE#2 CON RET EVWD-JUL 027.1350 OLA23002 PPE#2 CON RET CAL REC-JUL	624,775.44 -31,238.77 -58,238.94 -1,034.00

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Voucher	Date	Vendor	Description/Account	Amount
92295	9/16/2025	000145 MATICH CORPORATION	(Continued)	
			OLA23002 PPE#2 CON RET CAL REC-JUL	
			027.1350	-3,821.50
			OLA23002 PPE#2 CON MSRI-JUL	
			OLA23002 PPE#2 CON MSRI-JUL	
			017.8350.6550	1,164,778.75
			OLA23002 PPE#2 CON EVWD-JUL	
			OLA23002 PPE#2 CON EVWD-JUL	
			027.8490.6550	20,680.00
			OLA23002 PPE#2 CON CAL REC-JUL	
			OLA23002 PPE#2 CON CAL REC-JUL	
			027.8490.6550	76,430.00
			Total :	1,792,330.98
92296	9/16/2025	002439 MORGAN, MELISSA	MILEAGE REIM-AUG	
			MILEAGE REIM-AUG	
			001.4200.4332	55.07
			Total :	55.07
92297	9/16/2025	001439 OFFICE SOLUTIONS	30% RECYCLED COPY & COLORED PAPER	
			30% RECYCLED COPY & COLORED PAPER	
			042.9510.4200	1,036.20
			Total :	1,036.20
92298	9/16/2025	005762 RAMOS, RYAN	MILEAGE REIM-AUG	
			MILEAGE REIM-AUG	
			001.4200.4332	35.11
			Total :	35.11
92299	9/16/2025	001414 RICHARDS, WATSON & GERSHON	GENERAL-JUL	
			GENERAL-JUL	
			001.1450.4520	13,418.49
			CODE ENFORCEMENT CASE#9971-JUL	
			CODE ENFORCEMENT CASE#9971-JUL	
			001.4600.4520	329.60
			FIN24005-JUL	
			FIN24005-JUL	
			001.4100.4520	20.60
			TTM24003 DIVERSIFIED-JUL	

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Voucher	Date	Vendor	Description/Account	Amount
92299	9/16/2025	001414 RICHARDS, WATSON & GERSHON	(Continued)	
			TTM24003 DIVERSIFIED-JUL	
			001.4100.4520	2,966.40
			CODE ENFORCEMENT GEN-JUL	
			CODE ENFORCEMENT GEN-JUL	
			001.4600.4520	875.63
			CODE ENFORCEMENT CASE#10408-JUL	
			CODE ENFORCEMENT CASE#10408-JUL	
			001.4600.4520	44.20
			CODE ENFORCEMENT CASE#8203-JUL	
			CODE ENFORCEMENT CASE#8203-JUL	
			001.4600.4520	884.00
			CODE ENFORCEMENT CASE#11453-JUL	
			CODE ENFORCEMENT CASE#11453-JUL	
			001.4600.4520	44.20
			CODE ENFORCEMENT CASE#12364-JUL	
			CODE ENFORCEMENT CASE#12364-JUL	
			001.4600.4520	22.10
			PERSONNEL & LABOR RELATIONS-JUL	
			PERSONNEL & LABOR RELATIONS-JUL	
			001.1450.4520	424.50
			SWK19001 RW MSRI-JUL	
			SWK19001 RW MSRI-JUL	
			017.8350.6545	1,101.50
			SWK19001 RW ART3-JUL	
			SWK19001 RW ART3-JUL	
			005.8320.6545	1,101.50
			CODE ENFORCEMENT CASE#9085-JUL	
			CODE ENFORCEMENT CASE#9085-JUL	
			001.4600.4520	153.25
			ADV.PEOPLES COLLECTIVE FOR ENVIRO.-JUL	
			ADV.PEOPLES COLLECTIVE FOR ENVIRO.-JUL	
			001.1450.4520	849.60
			Total :	22,235.57
92300	9/16/2025	000030 SAN BERNARDINO COUNTY SHERIFFS	GENERAL SVC EXPENSE	
			GENERAL SVC EXPENSE	
			001.2000.4560	218,924.50

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Voucher	Date	Vendor	Description/Account	Amount
92300	9/16/2025	000030 SAN BERNARDINO COUNTY SHERIFFS	(Continued) O/T & ON-CALL O/T & ON-CALL 001.2000.4555 OT APR-HARVEST FESTIVAL OT APR-HARVEST FESTIVAL 001.2000.4555 PERSONNEL CREDITS PERSONNEL CREDITS 001.2000.4555 POLICE SVC-SEPT POLICE SVC-SEPT 001.2000.4560	12,436.50 4,489.65 -54,336.00 1,155,549.00 Total : 1,337,063.65
92301	9/16/2025	000487 SMART & FINAL	STATE OF THE CITY SUPPLIES STATE OF THE CITY SUPPLIES 001.1000.4336 BREAKROOM SUPPLIES BREAKROOM SUPPLIES 042.9510.4200	17.32 12.79 Total : 30.11
92302	9/16/2025	000203 SOUTHERN CALIFORNIA EDISON	CUNNINGHAM PK-AUG CUNNINGHAM PK-AUG 016.8540.4010 AURANTIA PK-AUG AURANTIA PK-AUG 001.6000.4010 CANYON OAK-AUG CANYON OAK-AUG 016.8540.4010 ST LIGHT ACQUISITION-SALES PH 1-AUG ST LIGHT ACQUISITION-SALES PH 1-AUG 013.8510.4011 LMD 48-AUG LMD 48-AUG 012.8500.4010	16.83 108.35 19.26 16,032.35 2.86

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Voucher	Date	Vendor	Description/Account	Amount
92302	9/16/2025	000203 SOUTHERN CALIFORNIA EDISON	(Continued) UPLIGHTING-AUG 013.8510.4011 CITY HALL-AUG CITY HALL-AUG 042.9510.4010 LS3:VARIOUS-AUG LS3:VARIOUS-AUG 013.8510.4011 HIGHLAND AVENUE ALPR-AUG HIGHLAND AVENUE ALPR-AUG 001.2000.4062 COMM PK-AUG COMM PK-AUG 001.6000.4010 LS1: VARIOUS-AUG LS1: VARIOUS-AUG 013.8510.4011 LS2:VARIOUS-AUG LS2:VARIOUS-AUG 013.8510.4011	14.28 2,485.16 1,445.70 14.04 9,520.44 1,228.00 Total : 31,606.85
92303	9/16/2025	000636 STEVEN ENTERPRISES INC	PLOT PRINTER MAINT OCE:9/6/25-9/5/26 PLOT PRINTER MAINT OCE:9/6/25-9/5/26 001.3200.4245	1,486.00 Total : 1,486.00
92304	9/16/2025	000075 THE COUNSELING TEAM INT'L	EMPLOYEE SUPPORT SVC-AUG EMPLOYEE SUPPORT SVC-AUG 001.1600.4537	231.00 Total : 231.00
92305	9/16/2025	000086 TYLER TECHNOLOGIES, INC	EERP MIGRATION 8/18,8/20,8/21 EERP MIGRATION 8/18,8/20,8/21 007.8330.4533	4,200.00 Total : 4,200.00
92306	9/16/2025	000086 TYLER TECHNOLOGIES, INC	EERP MIGRATION 8/4/25	

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Voucher	Date	Vendor	Description/Account	Amount
92306	9/16/2025	000086 TYLER TECHNOLOGIES, INC	(Continued) EERP MIGRATION 8/4/25 007.8330.4533	1,400.00
Total :				1,400.00
92307	9/16/2025	000979 VERIZON WIRELESS	CELL PHONES-AUG CELL PHONES-AUG 001.6000.4061 CELL PHONES-AUG 001.6010.4061 CELL PHONES-AUG 004.8310.4061 AIR CARDS-AUG 004.8310.4062 CELL PHONES-AUG 028.2050.4061 AIR CARDS-AUG 028.2050.4062 AIR CARDS-AUG 042.9510.4062 CELL PHONES-AUG 042.9510.4061 AIR CARDS-AUG 042.9510.4062 CELL PHONES-AUG 001.2000.4061 AIR CARDS-AUG 001.2000.4062	76.72 38.36 191.80 34.86 115.08 463.54 80.02 984.68 406.36 230.16 1,144.34
Total :				3,765.92
92308	9/16/2025	000237 WILLDAN ASSOCIATES	CODE ENFORCEMENT SVC-JUL CODE ENFORCEMENT SVC-JUL 001.4600.4538 BLDG & SAFETY PLAN CHECK-AUG BLDG & SAFETY PLAN CHECK-AUG 001.4500.4540 BLDG & SAFETY INSP-AUG BLDG & SAFETY INSP-AUG	11,962.50 5,261.25

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Voucher	Date	Vendor	Description/Account	Amount	
92308	9/16/2025	000237 WILLDAN ASSOCIATES	(Continued)		
			001.4500.4540		30,000.00
			STR23002 DES RDA07-AUG		
			STR23002 DES RDA07-AUG		
			010.3830.6550		281.50
				Total :	47,505.25
38	Vouchers for bank code :		wfb	Bank total :	3,357,114.90
38	Vouchers in this report			Total vouchers :	3,357,114.90

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Voucher	Date	Vendor	Description/Account	Amount
1069	9/19/2025	000004 PUBLIC EMPLOYEE RETIREMENT SYS	RETIREMENT & HEALTH INS - OCT	
			HEALTH INS - OCT	
			001.1450.3511	26.29
			HEALTH INS - OCT	
			041.9500.3515	1,800.00
			ANTHEM SELECT HMO: Payment	
			001.1150	2,704.81
			ANTHEM SELECT HMO: Payment	
			004.1150	119.22
			ANTHEM SELECT HMO: Payment	
			041.1150	357.60
			ANTHEM SELECT HMO: Payment	
			070.1150	119.15
			BLUE SHIELD: Payment	
			001.1150	1,741.91
			BLUE SHIELD: Payment	
			004.1150	1,547.62
			BLUE SHIELD: Payment	
			010.1150	1,353.78
			BLUE SHIELD: Payment	
			042.1150	1,180.98
			KAISER: Payment	
			001.1150	5,952.92
			KAISER: Payment	
			004.1150	1,359.31
			KAISER: Payment	
			010.1150	46.32
			KAISER: Payment	
			012.1150	115.82
			KAISER: Payment	
			016.1150	115.82
			KAISER: Payment	
			023.1150	138.97
			KAISER: Payment	
			024.1150	17.10
			KAISER: Payment	

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Voucher	Date	Vendor	Description/Account	Amount
1069	9/19/2025	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			041.1150	46.31
			KAISER: Payment	
			042.1150	1,216.04
			KAISER: Payment	
			070.1150	46.34
			UNITED HEALTHCARE: Payment	
			001.1150	3,023.74
			UNITED HEALTHCARE: Payment	
			004.1150	259.93
			UNITED HEALTHCARE: Payment	
			012.1150	216.61
			UNITED HEALTHCARE: Payment	
			016.1150	216.58
			UNITED HEALTHCARE: Payment	
			023.1150	43.32
			UNITED HEALTHCARE: Payment	
			070.1150	225.26
			EPMC: Payment	
			001.1145	545.49
			EPMC: Payment	
			004.1145	103.42
			EPMC: Payment	
			012.1145	3.16
			EPMC: Payment	
			016.1145	3.16
			EPMC: Payment	
			023.1145	9.98
			EPMC: Payment	
			024.1145	0.78
			EPMC: Payment	
			041.1145	22.61
			EPMC: Payment	
			042.1145	15.75
			EPMC: Payment	
			070.1145	64.50
			PERS: Payment	

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Voucher	Date	Vendor	Description/Account	Amount
1069	9/19/2025	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			001.1145	19,526.95
			PERS: Payment	
			004.1145	3,843.63
			PERS: Payment	
			010.1145	1,116.50
			PERS: Payment	
			012.1145	302.51
			PERS: Payment	
			016.1145	302.49
			PERS: Payment	
			023.1145	269.39
			PERS: Payment	
			024.1145	26.50
			PERS: Payment	
			041.1145	555.09
			PERS: Payment	
			042.1145	2,260.09
			PERS: Payment	
			070.1145	1,025.25
			PERS SERVICE CREDIT: Payment	
			001.1145	18.07
			PERS SERVICE CREDIT: Payment	
			004.1145	81.32
			PERS SERVICE CREDIT: Payment	
			012.1145	18.07
			PERS SERVICE CREDIT: Payment	
			016.1145	18.07
			PERS SERVICE CREDIT: Payment	
			042.1145	45.16
			PERS SURVIVOR: Payment	
			001.1145	25.42
			PERS SURVIVOR: Payment	
			004.1145	5.43
			PERS SURVIVOR: Payment	
			010.1145	1.10
			PERS SURVIVOR: Payment	

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Voucher	Date	Vendor	Description/Account	Amount
1069	9/19/2025	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			012.1145	0.67
			PERS SURVIVOR: Payment	
			016.1145	0.65
			PERS SURVIVOR: Payment	
			023.1145	0.39
			PERS SURVIVOR: Payment	
			024.1145	0.04
			PERS SURVIVOR: Payment	
			041.1145	0.32
			PERS SURVIVOR: Payment	
			042.1145	5.28
			PERS SURVIVOR: Payment	
			070.1145	0.69
			BLUE SHIELD POST TX-DP: Payment	
			042.1150	738.12
Total :				54,947.80
1070	9/19/2025	006400 MISSION SQUARE PLAN SERVICES	MISSION SQ DEF COMP 457 TRAD: PAYMENT	
			MISSION SQ DEF COMP 457 TRAD: Payment	
			001.1170	10,174.28
			MISSION SQ DEF COMP 457 TRAD: Payment	
			004.1170	1,612.13
			MISSION SQ DEF COMP 457 TRAD: Payment	
			010.1170	465.00
			MISSION SQ DEF COMP 457 TRAD: Payment	
			012.1170	14.50
			MISSION SQ DEF COMP 457 TRAD: Payment	
			016.1170	14.52
			MISSION SQ DEF COMP 457 TRAD: Payment	
			023.1170	23.76
			MISSION SQ DEF COMP 457 TRAD: Payment	
			024.1170	12.00
			MISSION SQ DEF COMP 457 TRAD: Payment	
			041.1170	185.35
			MISSION SQ DEF COMP 457 TRAD: Payment	
			042.1170	525.22

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Voucher	Date	Vendor	Description/Account	Amount
1070	9/19/2025	006400 MISSION SQUARE PLAN SERVICES	(Continued)	
			MISSION SQ DEF COMP 457 TRAD: Payment	
			070.1170	215.06
			MISSION SQ DEF COMP 457 ROTH: Payment	
			001.1170	169.99
			MISSION SQ DEF COMP 457 ROTH: Payment	
			042.1170	30.01
			Total :	13,441.82
1071	9/19/2025	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT	
			FEDERAL TAXES: Payment	
			001.1120	16,561.60
			FEDERAL TAXES: Payment	
			004.1120	2,570.33
			FEDERAL TAXES: Payment	
			008.1120	4.70
			FEDERAL TAXES: Payment	
			010.1120	745.69
			FEDERAL TAXES: Payment	
			012.1120	152.18
			FEDERAL TAXES: Payment	
			016.1120	152.15
			FEDERAL TAXES: Payment	
			023.1120	197.48
			FEDERAL TAXES: Payment	
			024.1120	16.33
			FEDERAL TAXES: Payment	
			041.1120	595.27
			FEDERAL TAXES: Payment	
			042.1120	1,448.33
			FEDERAL TAXES: Payment	
			070.1120	951.58
			SOCIAL SECURITY: Payment	
			001.1140	720.26
			SOCIAL SECURITY: Payment	
			008.1140	135.38
			SOCIAL SECURITY: Payment	

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Voucher	Date	Vendor	Description/Account	Amount
1071	9/19/2025	000119 INTERNAL REVENUE SERVICE	(Continued)	
			042.1140	47.28
			MEDICARE: Payment	
			001.1140	3,946.60
			MEDICARE: Payment	
			004.1140	715.19
			MEDICARE: Payment	
			008.1140	31.68
			MEDICARE: Payment	
			010.1140	195.72
			MEDICARE: Payment	
			012.1140	75.76
			MEDICARE: Payment	
			016.1140	75.74
			MEDICARE: Payment	
			023.1140	49.74
			MEDICARE: Payment	
			024.1140	5.34
			MEDICARE: Payment	
			041.1140	114.47
			MEDICARE: Payment	
			042.1140	497.68
			MEDICARE: Payment	
			070.1140	173.09
			Total :	30,179.57
1072	9/19/2025	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT	
			STATE TAXES: Payment	
			001.1130	7,041.63
			STATE TAXES: Payment	
			004.1130	1,050.98
			STATE TAXES: Payment	
			010.1130	354.69
			STATE TAXES: Payment	
			012.1130	90.76
			STATE TAXES: Payment	
			016.1130	90.74

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Voucher	Date	Vendor	Description/Account	Amount
1072	9/19/2025	000001 CALIF STATE EMPLOYMENT	(Continued)	
			STATE TAXES: Payment	
			023.1130	68.85
			STATE TAXES: Payment	
			024.1130	6.35
			STATE TAXES: Payment	
			041.1130	238.91
			STATE TAXES: Payment	
			042.1130	591.82
			STATE TAXES: Payment	
			070.1130	345.61
			Total :	9,880.34
92309	9/19/2025	006386 AMERITAS LIFE INSURANCE CORP	DENTAL HMO - AMERITAS: PAYMENT	
			VISION - AMERITAS (VSP): Payment	
			042.1161	3.70
			VISION - AMERITAS (VSP): Payment	
			070.1161	3.62
			VISION - AMERITAS (EYEMED): Payment	
			001.1161	98.08
			VISION - AMERITAS (EYEMED): Payment	
			004.1161	30.38
			VISION - AMERITAS (EYEMED): Payment	
			010.1161	6.32
			VISION - AMERITAS (EYEMED): Payment	
			012.1161	4.53
			VISION - AMERITAS (EYEMED): Payment	
			016.1161	4.49
			VISION - AMERITAS (EYEMED): Payment	
			023.1161	0.90
			VISION - AMERITAS (EYEMED): Payment	
			024.1161	0.20
			VISION - AMERITAS (EYEMED): Payment	
			070.1161	2.66
			VISION - AMERITAS (VSP): Payment	
			001.1161	121.62
			VISION - AMERITAS (VSP): Payment	

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Voucher	Date	Vendor	Description/Account	Amount
92309	9/19/2025	006386 AMERITAS LIFE INSURANCE CORP	(Continued)	
			004.1161	31.02
			VISION - AMERITAS (VSP): Payment	
			010.1161	10.59
			VISION - AMERITAS (VSP): Payment	
			012.1161	1.46
			VISION - AMERITAS (VSP): Payment	
			016.1161	1.46
			VISION - AMERITAS (VSP): Payment	
			024.1161	0.21
			VISION - AMERITAS (VSP): Payment	
			041.1161	9.80
			DANTAUNO DENTAL - SEP	
			001.1160	47.40
			DANTAUNO DENTAL - OCT	
			001.1160	47.40
			DANTAUNO VISION - SEP	
			001.1160	11.76
			DANTAUNO VISION - OCT	
			001.1160	11.76
			DENTAL HMO - AMERITAS: Payment	
			001.1160	110.40
			DENTAL HMO - AMERITAS: Payment	
			004.1160	45.66
			DENTAL HMO - AMERITAS: Payment	
			010.1160	23.35
			DENTAL HMO - AMERITAS: Payment	
			023.1160	2.56
			DENTAL HMO - AMERITAS: Payment	
			024.1160	0.37
			DENTAL HMO - AMERITAS: Payment	
			070.1160	4.50
			DENTAL PPO POST TX-AMERITAS: Payment	
			001.1160	46.72
			DENTAL PPO POST TX-AMERITAS: Payment	
			042.1160	121.08
			DENTAL PPO - AMERITAS: Payment	

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Voucher	Date	Vendor	Description/Account	Amount
92309	9/19/2025	006386 AMERITAS LIFE INSURANCE CORP	(Continued)	
			001.1160	904.83
			DENTAL PPO - AMERITAS: Payment	
			004.1160	139.12
			DENTAL PPO - AMERITAS: Payment	
			010.1160	32.94
			DENTAL PPO - AMERITAS: Payment	
			012.1160	13.71
			DENTAL PPO - AMERITAS: Payment	
			016.1160	13.71
			DENTAL PPO - AMERITAS: Payment	
			024.1160	0.88
			DENTAL PPO - AMERITAS: Payment	
			041.1160	27.56
			DENTAL PPO - AMERITAS: Payment	
			042.1160	135.87
			DENTAL PPO - AMERITAS: Payment	
			070.1160	10.73
			Total :	2,083.35
92310	9/19/2025	006388 COLONIAL LIFE & ACCIDENTAL INS	COLONIAL LIFE - OCT	
			COLONIAL LIFE - ACCIDENT: Payment	
			001.1181	299.75
			COLONIAL LIFE - ACCIDENT: Payment	
			004.1181	23.59
			COLONIAL LIFE - ACCIDENT: Payment	
			012.1181	5.14
			COLONIAL LIFE - ACCIDENT: Payment	
			016.1181	5.10
			COLONIAL LIFE - ACCIDENT: Payment	
			023.1181	12.56
			COLONIAL LIFE - ACCIDENT: Payment	
			024.1181	0.39
			COLONIAL LIFE - ACCIDENT: Payment	
			041.1181	15.12
			COLONIAL LIFE - ACCIDENT: Payment	
			070.1181	4.97

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Voucher	Date	Vendor	Description/Account	Amount
92310	9/19/2025	006388	COLONIAL LIFE & ACCIDENTAL INS	
			(Continued)	
			COLONIAL LIFE - CANCER: Payment	
			001.1181	57.80
			COLONIAL LIFE - CANCER: Payment	
			004.1181	40.88
			COLONIAL LIFE - CANCER: Payment	
			024.1181	0.84
			COLONIAL - SPECIFIED DISEASE: Payment	
			001.1181	57.48
			COLONIAL - SPECIFIED DISEASE: Payment	
			004.1181	26.64
			COLONIAL - SPECIFIED DISEASE: Payment	
			024.1181	0.54
			COLONIAL - VOL SHORT TERM DIS: Payment	
			001.1181	329.51
			COLONIAL - VOL SHORT TERM DIS: Payment	
			004.1181	7.00
			COLONIAL - VOL SHORT TERM DIS: Payment	
			010.1181	5.31
			COLONIAL - VOL SHORT TERM DIS: Payment	
			023.1181	16.08
			COLONIAL - VOL SHORT TERM DIS: Payment	
			041.1181	20.96
			COLONIAL - VOL SHORT TERM DIS: Payment	
			070.1181	6.92
			COLONIAL LIFE - VOL DENTAL: Payment	
			001.1181	36.00
			COLONIAL LIFE - VOL DENTAL: Payment	
			004.1181	49.96
			COLONIAL LIFE - VOL DENTAL: Payment	
			012.1181	23.55
			COLONIAL LIFE - VOL DENTAL: Payment	
			016.1181	23.57
			COLONIAL LIFE - VOL DENTAL: Payment	
			042.1181	27.74
			COLONIAL LIFE - HOSPITAL CONF: Payment	
			001.1181	284.45

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Voucher	Date	Vendor	Description/Account	Amount
92310	9/19/2025	006388 COLONIAL LIFE & ACCIDENTAL INS	(Continued)	
			COLONIAL LIFE - HOSPITAL CONF: Payment	
			004.1181	4.89
			COLONIAL LIFE - HOSPITAL CONF: Payment	
			023.1181	24.58
			COLONIAL LIFE - HOSPITAL CONF: Payment	
			041.1181	14.63
			COLONIAL LIFE - HOSPITAL CONF: Payment	
			070.1181	4.87
			Total :	1,430.82
92311	9/19/2025	006387 LINCOLN FINANCIAL GROUP	LINCOLN INS - OCT	
			SHORT TERM DISABILITY: Payment	
			010.1184	41.72
			SHORT TERM DISABILITY: Payment	
			012.1184	12.28
			SHORT TERM DISABILITY: Payment	
			016.1184	12.28
			SHORT TERM DISABILITY: Payment	
			023.1184	10.66
			SHORT TERM DISABILITY: Payment	
			024.1184	1.08
			SHORT TERM DISABILITY: Payment	
			041.1184	18.74
			SHORT TERM DISABILITY: Payment	
			042.1184	61.11
			SHORT TERM DISABILITY: Payment	
			070.1184	36.90
			SHORT TERM DISABILITY: Payment	
			004.1184	145.60
			GROUP AD&D - LINCOLN ER PAID: Payment	
			004.1184	8.44
			GROUP AD&D - LINCOLN ER PAID: Payment	
			010.1184	2.49
			GROUP AD&D - LINCOLN ER PAID: Payment	
			012.1184	0.66
			GROUP AD&D - LINCOLN ER PAID: Payment	

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Voucher	Date	Vendor	Description/Account	Amount
92311	9/19/2025	006387 LINCOLN FINANCIAL GROUP	(Continued)	
			016.1184	0.65
			GROUP AD&D - LINCOLN ER PAID: Payment	
			023.1184	0.63
			GROUP AD&D - LINCOLN ER PAID: Payment	
			024.1184	0.05
			GROUP AD&D - LINCOLN ER PAID: Payment	
			041.1184	1.21
			GROUP AD&D - LINCOLN ER PAID: Payment	
			042.1184	3.97
			GROUP AD&D - LINCOLN ER PAID: Payment	
			070.1184	2.15
			GROUP LIFE - LINCOLN ER PAID: Payment	
			001.1184	274.12
			GROUP LIFE - LINCOLN ER PAID: Payment	
			004.1184	52.02
			GROUP LIFE - LINCOLN ER PAID: Payment	
			010.1184	15.24
			GROUP LIFE - LINCOLN ER PAID: Payment	
			012.1184	4.29
			GROUP LIFE - LINCOLN ER PAID: Payment	
			016.1184	4.31
			GROUP LIFE - LINCOLN ER PAID: Payment	
			023.1184	3.75
			GROUP LIFE - LINCOLN ER PAID: Payment	
			024.1184	0.40
			GROUP LIFE - LINCOLN ER PAID: Payment	
			041.1184	7.61
			GROUP LIFE - LINCOLN ER PAID: Payment	
			042.1184	23.55
			GROUP LIFE - LINCOLN ER PAID: Payment	
			070.1184	13.19
			VOL LONG TERM DIS LINCOLN: Payment	
			001.1184	614.73
			GROUP AD&D - LINCOLN ER PAID: Payment	
			001.1184	44.32
			VOL LONG TERM DIS LINCOLN: Payment	

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Voucher	Date	Vendor	Description/Account	Amount
92311	9/19/2025	006387 LINCOLN FINANCIAL GROUP	(Continued)	
			004.1184	193.53
			VOL LONG TERM DIS LINCOLN: Payment	
			010.1184	45.11
			VOL LONG TERM DIS LINCOLN: Payment	
			012.1184	4.39
			VOL LONG TERM DIS LINCOLN: Payment	
			016.1184	4.39
			VOL LONG TERM DIS LINCOLN: Payment	
			023.1184	13.65
			VOL LONG TERM DIS LINCOLN: Payment	
			024.1184	1.29
			VOL LONG TERM DIS LINCOLN: Payment	
			041.1184	13.77
			VOL LONG TERM DIS LINCOLN: Payment	
			042.1184	21.79
			VOL LONG TERM DIS LINCOLN: Payment	
			070.1184	19.74
			VOLUNTARY LIFE LINCOLN: Payment	
			001.1184	343.10
			VOLUNTARY LIFE LINCOLN: Payment	
			004.1184	65.76
			VOLUNTARY LIFE LINCOLN: Payment	
			010.1184	8.67
			VOLUNTARY LIFE LINCOLN: Payment	
			012.1184	0.10
			VOLUNTARY LIFE LINCOLN: Payment	
			016.1184	0.10
			VOLUNTARY LIFE LINCOLN: Payment	
			023.1184	9.78
			VOLUNTARY LIFE LINCOLN: Payment	
			024.1184	0.40
			VOLUNTARY LIFE LINCOLN: Payment	
			041.1184	7.91
			VOLUNTARY LIFE LINCOLN: Payment	
			042.1184	14.40
			VOLUNTARY LIFE LINCOLN: Payment	

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Voucher	Date	Vendor	Description/Account	Amount
92311	9/19/2025	006387 LINCOLN FINANCIAL GROUP	(Continued)	
			070.1184	17.82
			SHORT TERM DISABILITY: Payment	
			001.1184	779.92
			Total :	2,983.77
92312	9/19/2025	000004 PUBLIC EMPLOYEE RETIREMENT SYS	HEALTH INS - OCT	
			PERS GOLD: Payment	
			001.1150	868.16
			PERS GOLD: Payment	
			004.1150	564.30
			PERS GOLD: Payment	
			010.1150	303.85
			HEALTH INS - OCT	
			PERS GOLD: Payment	
			001.1150	868.16
			PERS GOLD: Payment	
			004.1150	564.30
			PERS GOLD: Payment	
			010.1150	303.85
			Total :	3,472.62
8 Vouchers for bank code : wfb			Bank total :	118,420.09
8 Vouchers in this report			Total vouchers :	118,420.09

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Voucher	Date	Vendor	Description/Account	Amount
92313	9/23/2025	004206 #1 SON PLUMBING INC	PD:PLUMBING REPAIR PD:PLUMBING REPAIR 001.2000.4070	385.00
Total :				385.00
92314	9/23/2025	005771 AMAZON CAPITAL SERVICES	FS#3:JANITORIAL SUPPLIES FS#3:JANITORIAL SUPPLIES 029.2100.4055 FS#3:JANITORIAL SUPPLIES 028.2050.4055 FS#2:ORECK VACCUM RETURN FS#2:ORECK VACCUM RETURN 028.2050.4055 FS#2:ORECK VACCUM RETURN 029.2100.4055 OFFICE SUPPLIES OFFICE SUPPLIES 001.1700.4200 PD:MITSUBISHI UNIVERSAL REMOTES FOR MINI PD:MITSUBISHI UNIVERSAL REMOTES FOR 001.2000.4245 PARKS:RUBBER PLAYGROUND PATCH AURANTIA PK:RUBBER PLAYGROUD PATCH 001.6000.4206 COMM PK:RUBBER PLAYGROUND PATCH 001.6000.4206 FS#2:ORECK VACUUM FS#2:ORECK VACUUM 028.2050.4055 FS#2:ORECK VACUUM 029.2100.4055 ECS HEAVY DUTY JUP START REPL CABLE W/BA ECS HEAVY DUTY JUP START REPL CABLE 001.2000.4250 3M DUAL LAMINATE REFILL 3M DUAL LAMINATE REFILL 042.9510.4200	176.90 176.90 -108.41 -108.40 52.24 34.38 21.55 21.54 108.41 108.40 32.28 99.40

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Voucher	Date	Vendor	Description/Account	Amount
92314	9/23/2025	005771 005771 AMAZON CAPITAL SERVICES	(Continued)	Total : 615.19
92315	9/23/2025	006389 AMERIFLEX	FSA:LUDOLPH 8/15/25	
			FSA:LUDOLPH 8/15/25	
			001.1182	-279.00
			FAS:LUDOLPH 8/17/25	
			001.1182	199.00
			FSA:FLEMING 8/21/25	
			FSA:FLEMING 8/21/25	
			001.1182	58.54
			FSA:ZAMANO 9/5/25	
			FSA:ZAMANO 9/5/25	
			001.1182	15.00
			FSA:FLEMING 9/11/25	
			FSA:FLEMING 9/11/25	
			001.1182	8.50
			FSA:LUDOPH 9/16/25	
			001.1182	299.00
			Total :	301.04
92316	9/23/2025	001072 AUTO ZONE	VEH#145:VANDALISM REPAIR	
			VEH#145:VANDALISM REPAIR	
			004.8310.4245	178.67
			CORP YARD:MISC SUPPLIES	
			CORP YARD:MISC SUPPLIES	
			004.8310.4206	26.86
			VEH#105:MAINT	
			VEH#105:MAINT	
			004.8310.4240	172.55
			ME#541:SUPPLIES	
			ME#541:SUPPLIES	
			028.2050.4240	47.49
			ME#541:SUPPLIES	
			029.2100.4240	47.49
			VEH#130:MAINT	
			VEH#130:MAINT	
			004.8310.4240	32.87
			VEH#130:MAINT	

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Voucher	Date	Vendor	Description/Account	Amount
92316	9/23/2025	001072 AUTO ZONE	(Continued) VEH#130:MAINT 004.8310.4240	216.41
Total :				722.34
92317	9/23/2025	006143 BECKCO INC	25646 BASELINE SECURE PROP 25646 BASELINE SECURE PROP 001.4600.4557	52,250.00
Total :				52,250.00
92318	9/23/2025	006175 CALIFORNIA PPE	FS#1:PPE CLEANING FS#1:PPE CLEANING 029.2100.4204 TURNOUT COAT NAME PANEL TURNOUT COAT NAME PANEL 029.2100.4204	1,652.50
Total :				1,902.33
Total :				3,554.83
92319	9/23/2025	005324 CHARLES ABBOTT ASSOCIATES, INC	FIRE MARSHALL-AUG FIRE MARSHALL-AUG 029.2100.4540	8,665.00
Total :				8,665.00
92320	9/23/2025	000281 CMTA	CMTA 25/26 DUES CMTA 25/26 DUES 001.1700.4310	125.00
Total :				125.00
92321	9/23/2025	000143 COMMUNITY WORKS DESIGN GROUP	DRA21004(CUP21006)PLAN CHECK-AUG DRA21004(CUP21006)PLAN CHECK-AUG 001.4100.4547 DRA21007 PLAN CHECK-AUG DRA21007 PLAN CHECK-AUG 001.4100.4547 CUP22001 PLAN CHECK-AUG CUP22001 PLAN CHECK-AUG 001.4100.4547 CUP23014 PLAN CHECK-AUG CUP23014 PLAN CHECK-AUG	38.75
				573.30
				57.50

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Voucher	Date	Vendor	Description/Account	Amount
92321	9/23/2025	000143 COMMUNITY WORKS DESIGN GROUP	(Continued)	
			001.4100.4547	38.75
			CUP23006 PLAN CHECK-AUG	
			CUP23006 PLAN CHECK-AUG	
			001.4100.4547	503.75
			STR25002 DES RDA07-AUG	
			STR25002 DES RDA07-AUG	
			010.3830.6550	500.00
			TTM25004(DRA25006)PLAN CHECK-AUG	
			TTM25004(DRA25006)PLAN CHECK-AUG	
			001.4100.4547	387.50
			Total :	2,099.55
92322	9/23/2025	006418 CORODATA SHREDDING,INC.	SHREDDING SVC-AUG	
			SHREDDING SVC-AUG	
			001.1200.4626	66.25
			Total :	66.25
92323	9/23/2025	005859 COUNTY OF SAN BERNARDINO DEPT	RADIO ACCESS-JUL	
			RADIO ACCESS-JUL	
			028.2050.4209	592.90
			RADIO ACCESS-JUL	
			029.2100.4209	592.90
			Total :	1,185.80
92324	9/23/2025	005313 COUNTY OF SAN BERNARDINO, HUMAN RES	PRE EMPLOYMENT TESTING	
			PRE EMPLOYMENT TESTING:M.CASTRO	
			001.1600.4235	293.57
			PRE EMPLOYMENT TESTING:J.HILL	
			001.1600.4235	293.57
			PRE EMPLOYMENT TESTING:D.REYES	
			001.1600.4235	395.42
			Total :	982.56
92325	9/23/2025	000744 D&T AUTO REPAIR	VEH#127:MAINT	
			VEH#127:MAINT	
			001.4600.4240	185.25
			Total :	185.25

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Voucher	Date	Vendor	Description/Account	Amount
92326	9/23/2025	000071 DAVIS FARR LLP	GASB 34 UPDATE-AUG GASB 34 UPDATE-AUG 001.1700.4510	4,000.00
Total :				4,000.00
92327	9/23/2025	001035 DEPARTMENT OF JUSTICE	FINGER PRINTING APP:M.CASTRO FINGER PRINTING APP:M.CASTRO 001.1600.4236 FINGER PRINTING APP:J.HILL 001.1600.4236 FINGER PRINTING APP:D.REYES 001.1600.4236 FINGER PRINTING APP:J.SANCHEZ 001.1700.4236	32.00 32.00 32.00 74.00
Total :				170.00
92328	9/23/2025	004868 DISASTER MASTERS FIRE PROT	FIRE SPRINKLER SYSTEM ANNUAL TEST & CERT CORP YARD: FIRE SPRINKLER SYSTEM ANNUAL 004.8310.4070 LIBRARY: FIRE SPRINKLER SYSTEM ANNUAL 001.6000.4070 YMCA: FIRE SPRINKLER SYSTEM ANNUAL TEST 001.6000.4070 CITY HALL: FIRE SPRINKLER SYSTEM ANNUAL 042.9510.4070 FS#1-3: FIRE SPRINKLER SYSTEM ANNUAL 028.2050.4070 FS#1-3: FIRE SPRINKLER SYSTEM ANNUAL 029.2100.4070 PD: FIRE SPRINKLER SYSTEM ANNUAL TEST & 001.2000.4070 FS#3:FIRE SPKL ANNUAL TEST FS#3:FIRE SPKL ANNUAL TEST 028.2050.4070 FS#3:FIRE SPKL ANNUAL TEST 029.2100.4070	490.00 245.00 490.00 245.00 367.50 367.50 735.00 122.50 122.50
Total :				3,185.00

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Voucher	Date	Vendor	Description/Account	Amount
92329	9/23/2025	000085 EAST VALLEY WATER DISTRICT	LMD 17B-SEP	
			LMD 17B-SEP	
			012.8500.4030	219.19
			LMD 11-SEP	
			LMD 11-SEP	
			012.8500.4030	779.29
			LMD 17D-SEP	
			LMD 17D-SEP	
			012.8500.4030	260.77
			LMD 25-SEP	
			LMD 25-SEP	
			012.8500.4030	306.93
			LMD 17-C-SEP	
			LMD 17-C-SEP	
			012.8500.4030	205.61
			LMD 76-SEP	
			LMD 76-SEP	
			012.8500.4030	150.05
			LMD 17-A-SEP	
			LMD 17-A-SEP	
			012.8500.4030	76.24
			LMD 43-SEP	
			LMD 43-SEP	
			012.8500.4030	260.47
			LMD 55-SEP	
			LMD 55-SEP	
			012.8500.4030	938.53
			LMD 47-SEP	
			LMD 47-SEP	
			012.8500.4030	227.03
			SEELEY PK-SEP	
			SEELEY PK-SEP	
			016.8540.4030	455.11
			LMD 16-SEP	
			LMD 16-SEP	
			012.8500.4030	58.26
			Total :	3,937.48

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Voucher	Date	Vendor	Description/Account	Amount
92330	9/23/2025	005567 FIRE APPARATUS SOLUTIONS	ME542:VEH MAINT	
			ME542:VEH MAINT	
			028.2050.4240	654.05
			ME542:VEH MAINT	
			029.2100.4240	654.04
			ME542:VARIOUS REPAIRS	
			ME542:VARIOUS REPAIRS	
			028.2050.4240	6,231.11
			ME542:VARIOUS REPAIRS	
			029.2100.4240	6,231.10
			ME543:VARIOUS REPAIRS	
			ME543:VARIOUS REPAIRS	
			028.2050.4240	1,746.43
			ME543:VARIOUS REPAIRS	
			029.2100.4540	1,746.43
			ME541:VEH MAINT	
			ME541:VEH MAINT	
			028.2050.4240	466.41
			ME541:VEH MAINT	
			029.2100.4240	466.41
			Total :	18,195.98
92331	9/23/2025	005358 FLEET SERVICES INC	ME542:PARTS	
			ME542:PARTS	
			028.2050.4240	206.22
			ME542:PARTS	
			029.2100.4240	206.22
			FS#1:DEF	
			FS#1:DEF	
			028.2050.4220	113.15
			FS#1:DEF	
			029.2100.4220	113.14
			Total :	638.73
92332	9/23/2025	005018 FLYERS ENERGY, LLC	FUEL-SEP	
			FUEL-SEP	
			001.2000.4220	5,415.62
			FUEL-SEP	

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Voucher	Date	Vendor	Description/Account	Amount
92332	9/23/2025	005018 FLYERS ENERGY, LLC	(Continued)	
			001.4600.4220	301.81
			FUEL-SEP	
			004.8310.4220	616.40
			FUEL-SEP	
			028.2050.4220	954.82
			FUEL-SEP	
			029.2100.4220	954.82
			FUEL-SEP	
			042.9510.4220	41.11
			FUEL-SEP	
			001.6000.4220	164.33
			Total :	8,448.91
92333	9/23/2025	005571 GORITZ, CAMILLE	EE SPECIAL EVENTS-LUCIA	
			EE SPECIAL EVENTS-LUCIA	
			001.1600.4337	26.07
			Total :	26.07
92334	9/23/2025	006148 GRANITE CONSTRUCTION CO	STR18001 RET REL CON SB1 LPP-SEP	
			STR18001 RET REL CON SB1 LPP-SEP	
			027.1350	85,000.00
			STR18001 RET REL CON EDA-SEP	
			STR18001 RET REL CON EDA-SEP	
			030.1350	192,889.39
			STR18001 RET REL CON SB1 MOE-SEP	
			STR18001 RET REL CON SB1 MOE-SEP	
			004.1350	7,251.15
			STR18001 RET REL CON RDA-SEP	
			STR18001 RET REL CON RDA-SEP	
			010.1350	59,457.10
			STR18001 RET REL CON SMBMI-SEP	
			STR18001 RET REL CON SMBMI-SEP	
			027.1350	67,171.13
			STR18001 RET REL CON IVDA-SEP	
			STR18001 RET REL CON IVDA-SEP	
			027.1350	67,171.13

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Voucher	Date	Vendor	Description/Account	Amount
92334	9/23/2025	006148 006148 GRANITE CONSTRUCTION CO	(Continued)	Total : 478,939.90
92335	9/23/2025	004453 HARRIS & ASSOCIATES	CFD24001 HIGHLAND PK-AUG CFD24001 HIGHLAND PK-AUG 019.8430.4550	950.00 Total : 950.00
92336	9/23/2025	000108 HIGH TECH SECURITY	BURG SYST & MONIT-OCT CORP YARD BURG SYST & MONIT-OCT 004.8310.4066 CITY HALL BURG SYST & MONIT-OCT 042.9510.4066 COMM PK SYST & MONIT-OCT 001.6000.4066 FIRE SYST & MONIT-OCT CORP YARD FIRE SYST & MONIT-OCT 004.8310.4066 LIB/YMCA FIRE SYST & MONIT-OCT 001.6000.4066 CITY HALL FIRE SYST & MONIT-OCT 042.9510.4066 FS#3 FIRE SYST & MONIT-OCT 028.2050.4066 FS#3 FIRE SYST & MONIT-OCT 029.2100.4066 PD FIRE SYST & MONIT-OCT 001.2000.4066 CCTV SYST & MONIT-OCT AURANTIA & COMM PK CCTV SYST & MONIT-OCT 001.6000.4066 CANYON OAK PK CCTV SYST & MONIT-OCT 016.8540.4066 CORP YARD CCTV SYST & MONIT-OCT 004.8310.4066 CITY HALL CCTV SYST & MONIT-OCT 042.9510.4066	55.00 100.00 55.00 85.00 135.00 50.00 42.50 42.50 85.00 75.00 25.00 25.00 25.00 Total : 800.00

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Voucher	Date	Vendor	Description/Account	Amount
92337	9/23/2025	006393 INDIVIDUAL FOODSERVICE	BREAKROOM SUPPLIES	
			30% RECYCLED NAPKINS	
			042.9510.4200	56.01
			30% RECYCLED BOWLS	
			042.9510.4200	51.82
			30% RECYCLED 9" PLATES	
			042.9510.4200	77.21
			BREAKROOM SUPPLIES	
			042.9510.4200	170.80
			Total :	355.84
92338	9/23/2025	006136 INTEGRITY SURVEILLANCE GROUP	TACTITRACK W/1YR TRACKING & ALERTS	
			TACTITRACK W/1YR TRACKING & ALERTS	
			001.2000.4250	998.00
			Total :	998.00
92339	9/23/2025	003673 JOHNSON CONTROLS, INC	YMCA:HVAC REPAIR	
			YMCA:HVAC REPAIR	
			001.6000.4588	8,286.80
			Total :	8,286.80
92340	9/23/2025	000127 K & L HARDWARE	FS#2:MISC SUPPLIES	
			FS#2:MISC SUPPLIES	
			028.2050.4070	32.73
			FS#2:MISC SUPPLIES	
			029.2100.4070	32.73
			FS#3:MISC SUPPLIES	
			FS#3:MISC SUPPLIES	
			028.2050.4070	10.23
			FS#3:MISC SUPPLIES	
			029.2100.4070	10.23
			FS#2:MISC SUPPLIES	
			FS#2:MISC SUPPLIES	
			028.2050.4070	11.58
			FS#2:MISC SUPPLIES	
			029.2100.4070	11.58
			FS#3:BATTERY	
			FS#3:BATTERY	

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Voucher	Date	Vendor	Description/Account	Amount
92340	9/23/2025	000127 K & L HARDWARE	(Continued)	
			028.2050.4070	10.77
			FS#3:BATTERY	
			029.2100.4070	10.77
			CORP YARD:KEYS	
			CORP YARD:KEYS	
			004.8310.4206	18.06
			CORP YARD:MISC SUPPLIES	
			CORP YARD:MISC SUPPLIES	
			004.8310.4206	17.22
			CORP YARD:MISC SUPPLIES	
			CORP YARD:MISC SUPPLIES	
			004.8310.4206	67.29
			CORP YARD:MISC SUPPLIES	
			CORP YARD:MISC SUPPLIES	
			004.8310.4206	23.23
			CORP YARD:MISC SUPPLIES	
			CORP YARD:MISC SUPPLIES	
			004.8310.4206	27.99
			Total :	284.41
92341	9/23/2025	001193 LIFE ASSIST, INC.	FS#1-3:PARAMEDIC SUPPLIES	
			FS#1-3:PARAMEDIC SUPPLIES	
			028.2050.4207	374.50
			FS#1:GLOVES	
			FS#1:GLOVES	
			028.2050.4207	161.63
			Total :	536.13
92342	9/23/2025	006407 MCCI,LLC	LASERFISCHE:SUBSCRIPTION 25/26	
			LASERFISCHE:SUBSCRIPTION 25/26	
			042.9510.4255	4,479.04
			Total :	4,479.04
92343	9/23/2025	000168 MICHELLE GOMEZ, PETTY CASH	PETTY CASH-SEP	
			STATE OF THE CITY-ORANGES	
			001.1000.4336	69.20
			STATE OF THE CITY-COOKIES	

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Voucher	Date	Vendor	Description/Account	Amount
92343	9/23/2025	000168 MICHELLE GOMEZ, PETTY CASH	(Continued)	
			001.1000.4336	43.96
			HIT FOOD	
			001.6020.4336	74.42
			PETTY CASH-SEP	
			001.0020	0.00
			Total :	187.58
92344	9/23/2025	004767 MOBILE AIR	ME541:AC REPAIRS TO FRONT LINE ENGINES	
			ME541:AC REPAIRS TO FRONT LINE ENGINES	
			029.2100.4240	1,282.41
			ME541:AC REPAIRS TO FRONT LINE ENGINES	
			028.2050.4240	1,282.41
			ME542:AC REPAIRS TO FRONT LINE ENGINES	
			ME542: AC REPAIRS TO FRONT LINE ENGINES	
			029.2100.4240	319.97
			ME542: AC REPAIRS TO FRONT LINE ENGINES	
			028.2050.4240	319.97
			ME542:AC REPAIRS TO FRONT LINE ENGINES	
			ME542: AC REPAIRS TO FRONT LINE ENGINES	
			029.2100.4240	465.99
			ME542: AC REPAIRS TO FRONT LINE ENGINES	
			028.2050.4240	465.98
			Total :	4,136.73
92345	9/23/2025	006432 NAVA, ATHENA	REFUND:DUPLICATE PMT YS#20250542	
			REFUND:DUPLICATE PMT YS#20250542	
			001.1450.7700	10.00
			Total :	10.00
92346	9/23/2025	004330 QUALITY POWER	ME542:REPAIRS	
			ME542:REPAIRS	
			028.2050.4240	62.50
			ME542:REPAIRS	
			029.2100.4240	62.50
			ME542:REBUILD PART	
			ME542:REBUILD PART	
			028.2050.4240	425.00

Voucher List
CITY OF HIGHLAND

Page: 13

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Bank code : wfb				
Voucher	Date	Vendor	Description/Account	Amount
92346	9/23/2025	004330 QUALITY POWER	(Continued) ME542:REBUILD PART 029.2100.4240	425.00
Total :				975.00
92347	9/23/2025	001070 SAFETY-KLEEN SYSTEMS, INC.	PD:PARTS WASHING SVC PD:PARTS WASHING SVC 001.2000.4245	340.44
Total :				340.44
92348	9/23/2025	000424 SAN BERNARDINO FIRE PROTECTION	HAZARDOUS WASTE FEE 10/25-12/25 HAZARDOUS WASTE FEE 10/25-12/25 001.4200.4596	13,547.22
Total :				13,547.22
92349	9/23/2025	001848 SB CO ASSESSORS OFFICE	PARCEL MAP REVISIONS-SEP PARCEL MAP REVISIONS-SEP 001.4100.4310	34.00
Total :				34.00
92350	9/23/2025	000022 SB CO AUDITOR/CONTROLLER	PARKING CITATIONS-AUG PARKING CITATIONS-AUG 001.1700.4516	777.00
Total :				777.00
92351	9/23/2025	006433 SCOTT, CHASTITY	EE SPECIAL EVENTS-LUCIA EE SPECIAL EVENTS-LUCIA 001.1600.4337	20.65
Total :				20.65
92352	9/23/2025	004662 SKYLINE SAFETY AND SUPPLY	CORP YARD:PPE CORP YARD:PPE 004.8310.4206 PARKS:SUPPLIES PARKS:SUPPLIES 001.6000.4206	593.57
Total :				219.42
92353	9/23/2025	006431 SORIANO, CELESTE	REFUND:CITIZEN OVRPD YS#20250582	812.99
Total :				812.99

Voucher List
CITY OF HIGHLAND

Page: 14

09/23/2025 11:27:43AM

Bank code : wfb				
Voucher	Date	Vendor	Description/Account	Amount
92353	9/23/2025	006431 SORIANO, CELESTE	(Continued) REFUND:CITIZEN OVRPD YS#20250582 001.1450.7700	52.00
Total :				52.00
92354	9/23/2025	000203 SOUTHERN CALIFORNIA EDISON	LS3 8017 1/2 DEL ROSA DR-SEPT LS3 8017 1/2 DEL ROSA DR-SEPT 013.8510.4011	91.40
Total :				91.40
92355	9/23/2025	006150 SPECTRUM GAS PRODUCTS	FS#3:OXYGEN REFILL FS#3:OXYGEN REFILL 028.2050.4207 FS#3:OXYGEN REFILL FS#3:OXYGEN REFILL 028.2050.4207	49.50
Total :				428.50
92356	9/23/2025	004679 TK ELEVATOR CORPORATION	PD:ELEVATOR SERVICE PD:ELEVATOR SERVICE 001.2000.4587	739.59
Total :				739.59
92357	9/23/2025	000086 TYLER TECHNOLOGIES, INC	EERP MIGRATION 8/24/25 EERP MIGRATION 8/24/25 007.8330.4533	1,400.00
Total :				1,400.00
92358	9/23/2025	000979 VERIZON WIRELESS	AIR CARDS-AUG AIR CARDS-AUG 001.2000.4062	20.02
Total :				20.02
92359	9/23/2025	000231 VISTA PAINT CORP	GRAFFITI REMOVAL GRAFFITI REMOVAL 001.6010.4206	94.19
Total :				94.19
92360	9/23/2025	000233 WAXIE SANITARY SUPPLY	PD:JANITORIAL SUPPLIES	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92360	9/23/2025	000233 WAXIE SANITARY SUPPLY	(Continued)	
			40% RECYCLED BIGFOLD TOWELS	
			001.2000.4055	237.90
			50% RECYCLED REFILL NAPKINS	
			001.2000.4055	73.81
			50% RECYCLED FACIAL TISSUE	
			001.2000.4055	66.40
			PD:JANITORIAL SUPPLIES	
			001.2000.4055	370.62
			PD:JANITORIAL SUPPLIES	
			40% RECYCLED BIGFOLD TOWELS	
			001.2000.4055	-250.83
			PD:JANITORIAL SUPPLIES	
			001.2000.4055	-108.73
			PD:JANITORIAL SUPPLIES	
			40% RECYCLED BIGFOLD TOWELS	
			001.2000.4055	250.83
			PD: JANITORIAL SUPPLIES	
			001.2000.4055	108.73
			30% RECYCLED BREAKROOM SUPPLIES	
			30% RECYCLED BREAKROOM SUPPLIES	
			042.9510.4200	274.12
			Total :	1,022.85
92361	9/23/2025	000237 WILLDAN ASSOCIATES	2001-1 ARBITRAGE 6/10/24-9/1/25	
			2001-1 ARBITRAGE 6/10/24-9/1/25	
			089.8090.4554	500.00
			Total :	500.00
92362	9/23/2025	006267 WOODCREST REAL ESTATE VENTURES	ANX25002 REFUND DEV DEP	
			ANX25002 REFUND DEV DEP	
			001.1350	1,703.00
			BPR22002 REFUND DEV DEP	
			BPR22002 REFUND DEV DEP	
			001.1350	2,575.25
			DRA21004 REFUND DEV DEP	
			DRA21004 REFUND DEV DEP	
			001.1350	1,072.95

09/23/2025 11:27:43AM

Voucher List
CITY OF HIGHLAND

Page: 16

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
92362	9/23/2025	006267 WOODCREST REAL ESTATE VENTURES	(Continued)	
			EXE24004 REFUND DEV DEP	
			EXE24004 REFUND DEV DEP	
			001.1350	-228.00
			EXE24006 REFUND DEV DEP	
			EXE24006 REFUND DEV DEP	
			001.1350	1,100.00
			FIN22002 REFUND DEV REP	
			FIN22002 REFUND DEV REP	
			001.1350	1,666.45
			FWQ22003 REFUND DEV DEP	
			FWQ22003 REFUND DEV DEP	
			001.1350	-7,094.05
			HYD22002 REFUND DEV DEP	
			HYD22002 REFUND DEV DEP	
			001.1350	4,197.45
			PGI24003R REFUND DEV DEP	
			PGI24003R REFUND DEV DEP	
			001.1350	14.00
			RGI23003R REFUND DEV DEP	
			RGI23003R REFUND DEV DEP	
			001.1350	1,709.00
			STC22001 REFUND DEV DEP	
			STC22001 REFUND DEV DEP	
			001.1350	1,788.45
			STI24004R REFUND DEV DEP	
			STI24004R REFUND DEV DEP	
			001.1350	-126.00
			Total :	8,378.50
92363	9/23/2025	004298 ZOLL MEDICAL CORPORATION	FS#1-3:LIFEBAND	
			FS#1-3:LIFEBAND	
			028.2050.4207	1,112.97
			FS#3:PARAMEDIC SUPPLIES	
			FS#3:PARAMEDIC SUPPLIES	
			028.2050.4207	142.25
			Total :	1,255.22

Bank code :		wfb		
Voucher	Date	Vendor	Description/Account	Amount
51	Vouchers for bank code :	wfb		Bank total : 640,243.48
51	Vouchers in this report			Total vouchers : 640,243.48



Staff Report

to the City Council

Agenda
Item
No.4.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Leticia Nava-Cruz, Administrative Services Director
Prepared By: Leticia Nava-Cruz, Administrative Services Director
Subject: Treasurer's Report for August 2025

Recommendation:

Receive and file the Treasurer's Report for August 2025.

Fiscal Impact:

Cash and Investments:

General Fund	\$14,577,790.02
Special Revenue Funds	\$41,739,352.37
Internal Service Funds	\$ 6,172,424.99
Capital Projects Funds	\$42,020,969.58
Agency Funds	\$ 1,972,811.09
Housing Authority Fund	\$ 3,863,549.30
SARDA Funds	\$ 3,114,584.39

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

Increases in the checking account were due to revenues received plus funds wired from LAIF and CAMP. Decreases in the checking account were a result of payments to vendors, payroll and funds wired to LAIF, CAMP and U.S. Bank. Increases in the fiscal agent accounts (US Bank) resulted from interest and bond payment receipts. Decreases resulted in vendor payments and debt service payments. Increases in the CAMP account were due to interest received. Decreases were a result of funds being wired to the city's checking account primarily for payment of public works projects. The maximum limit on regular accounts is \$75M.

Attachments:

1. Treasurers Report
2. Treasurers Report Graph
3. Cash & Investments Graph
4. General Fund Reserves Graph

Attachment 1
Treasurer's Report

**CITY OF HIGHLAND
Treasurer's Report
as of August 31, 2025**

CASH AND BANK ACCOUNTS:

Cash on Hand-Office Petty Cash & Change Fund Accounts	1,150.00
Wells Fargo Checking Account (reconciled book balance)	4,452,269.79

DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: LOCAL GOVERNMENT INVESTMENT POOLS				
<u>California Treasurer's Local Agency Investment Fund (LAIF)</u>	n/a	4.251%		
General Fund			10,536,535.18	
Special Revenue Funds			28,422,933.00	
Internal Service Funds			6,142,199.00	
Capital Projects Funds			27,920,405.00	
Total City LAIF Funds				73,022,072.18
Housing Authority Fund			3,975,697.09	
Total Housing Authority LAIF Funds				3,975,697.09
Total LAIF Funds				76,997,769.27

- 1) Maximum limits on accounts are \$75M City and \$75M Housing Authority.
2) Market Value is based on the June 30, 2025 applicable percentage of 1.001198310
3) Market Value is \$77,090,036.47 (\$76,997,769.27 x 1.001198310).

<u>California Asset Management Program (CAMP)</u>	n/a	4.400%		
General Fund			11,578,343.80	
Special Revenue Funds			5,999,795.00	
Internal Service Funds			6,036,210.00	
Capital Projects Funds			6,617,587.00	
Total CAMP Funds				30,231,935.80

INVESTMENTS: FISCAL AGENT ACCOUNTS

US Bank Corporate Trust Services (Community Facilities Districts)

Community Facilities District (CFD) 90-1				
Administrative Expense Fund #128262-011				
US Bank Money Market Account CUSIP #60934N872	n/a	3.91%	119,862.26	119,862.26
Fire Protection Expense Fund #128262-012				
US Bank Money Market Account CUSIP #60934N872	n/a	3.91%	8,194.07	8,194.07
Police Protection Expense Fund #128262-013				
US Bank Money Market Account CUSIP #60934N872	n/a	3.91%	3,031.17	3,031.17
Community Facilities District (CFD) 2001-1				
Special Tax Fund #217795000				
US Bank Money Market Account CUSIP #60934N872	n/a	3.91%	356,583.00	356,583.00
Interest Account #217795001				
US Bank Money Market Account CUSIP #60934N872	n/a	0.00%	-	-
Principal Account #217795002				
US Bank Money Market Account CUSIP #60934N872	n/a	0.00%	-	-
Administrative Expense Account #217795003				
US Bank Money Market Account CUSIP #60934N872	n/a	3.91%	16,909.32	16,909.32
Surplus Fund #217795004				
US Bank Money Market Account CUSIP #60934N872	n/a	3.91%	31,605.48	31,605.48
Community Facilities District (CFD) 2007-1				
Administrative Expense Fund #260722000				
US Bank Money Market Account CUSIP #60934N872	n/a	3.91%	9,238.39	9,238.39
Fire Expense Fund #260722001				
US Bank Money Market Account CUSIP #60934N872	n/a	3.91%	180.21	180.21
Police Expense Fund #260722002				
US Bank Money Market Account CUSIP #60934N872	n/a	3.90%	67.36	67.36
TOTAL INVESTMENTS US BANK (COMMUNITY FACILITIES DISTRICTS)				545,671.26

DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: FISCAL AGENT ACCOUNTS (continued)				
<u>US Bank Corporate Trust Services (SARDA)</u>				
2004B Tax Allocation Refunding Bonds				
Special Fund 786709001				
Federated Treasury Obligations CUSIP #60934N872	n/a	3.91%	5,362.66	5,362.66
Interest Fund 786709002				
Federated Treasury Obligations CUSIP #60934N872	n/a	3.91%	556.91	556.91
Principal Fund 786709003				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 786709004				
Federated Treasury Obligations CUSIP #60934N872	n/a	3.91%	173,205.96	173,205.96
2015A Tax Allocation Refunding Bonds				
Special Fund 268777000				
Federated Treasury Obligations CUSIP #60934N872	n/a	3.91%	972.04	972.04
Interest Fund 268777001				
Federated Treasury Obligations CUSIP #60934N872	n/a	3.91%	674.79	674.79
Principal Fund 268777002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 268777004				
Federated Treasury Obligations CUSIP #60934N872	n/a	3.91%	1,017,178.75	1,017,178.75
Expense Account 268777006				
Federated Treasury Obligations CUSIP #60934N872	n/a	3.91%	15,390.35	15,390.35
2017 Tax Allocation Refunding Bonds				
Debt Service Fund 259928000				
Federated Treasury Obligations CUSIP #60934N872	n/a	3.91%	17,890.05	17,890.05
Interest Fund 259928001				
Federated Treasury Obligations CUSIP #60934N872	n/a	3.91%	316.40	316.40
Principal Fund 259928002				
Federated Treasury Obligations CUSIP #60934N872	n/a	3.91%	1,137.71	1,137.71
Reserve Fund 259928004				
Assured Guaranty Municipal Bond Insurance	n/a	0.00%	-	-
TOTAL INVESTMENTS US BANK (SARDA)				<u>1,232,685.62</u>
TOTAL CASH AND INVESTMENTS				<u><u>113,461,481.74</u></u>

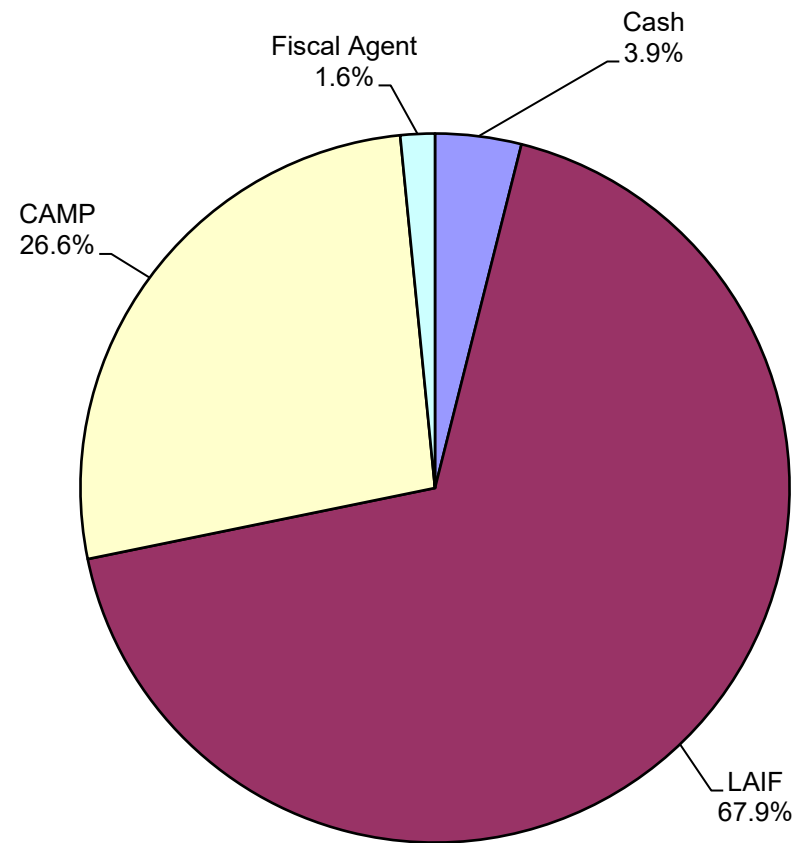
All investments are placed in accordance with City of Highland's Investment Policy and Guidelines. The above summary provides sufficient cash flow liquidity to meet the next six month's estimated expenditures. This report is in accordance with Government Code Section 53646.

SIGNED: _____
Carlos Zamano
CITY MANAGER

SIGNED: Leticia Nava-Cruz
Leticia Nava-Cruz
DIRECTOR OF ADMINISTRATIVE
SERVICES/CITY TREASURER

Attachment 2
Treasurer's Report Graph

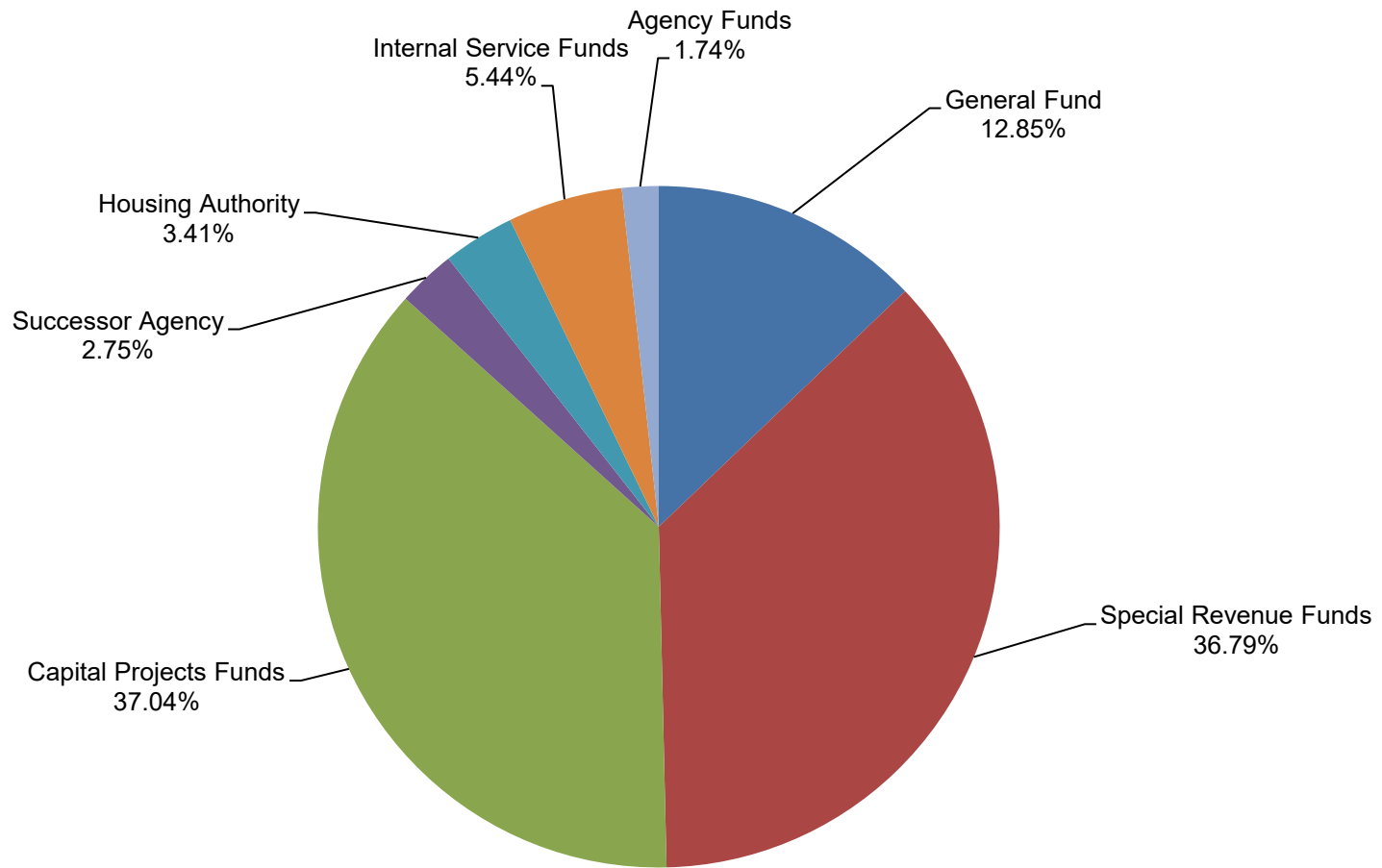
Treasurer's Report



Attachment 3

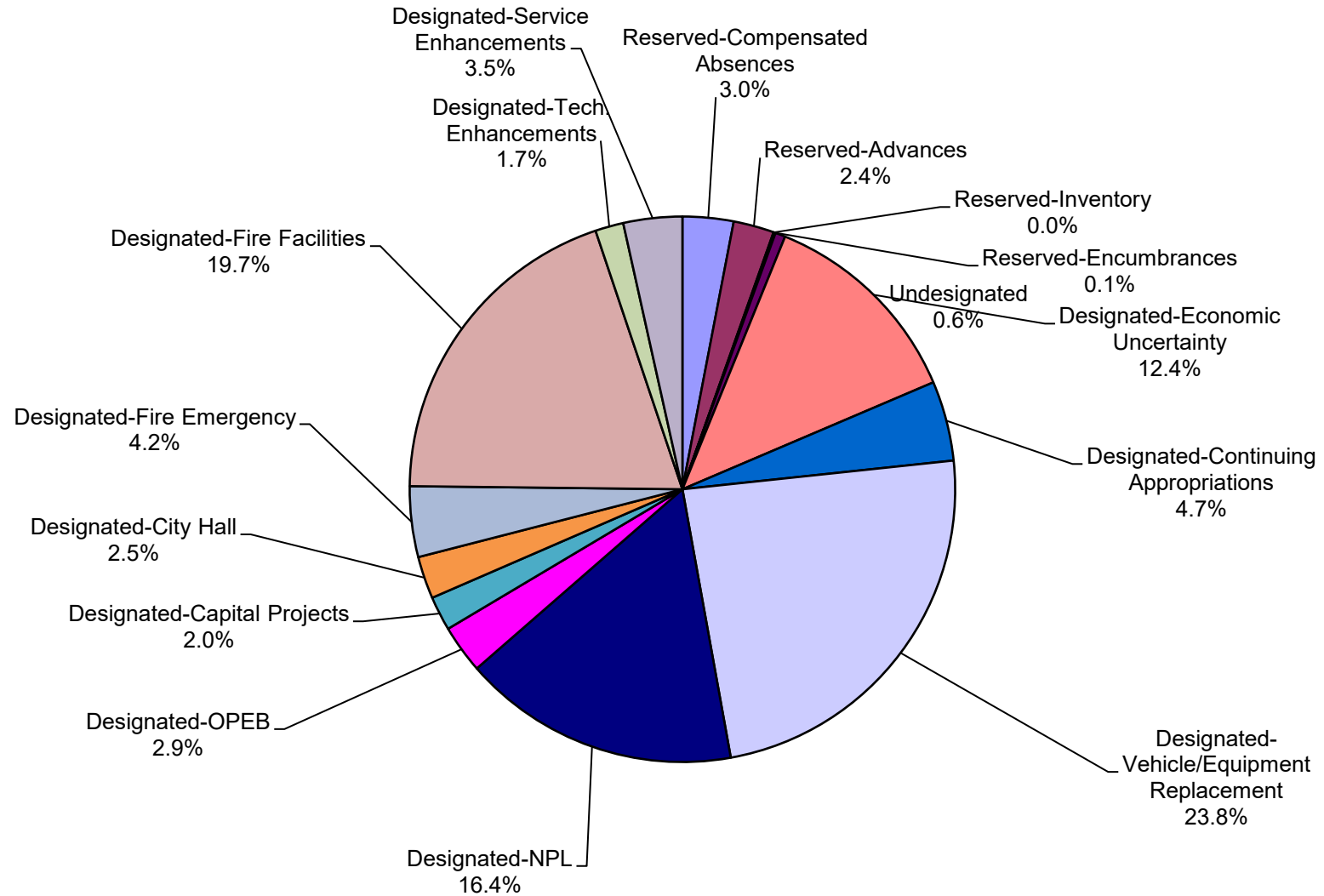
Cash and Investments Graph

Cash & Investments



Attachment 4
General Fund Reserves Graph

General Fund Reserves





Staff Report

to the City Council

Agenda
Item
No.5.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Alondra Muñoz, City Clerk
Prepared By: Alondra Muñoz, City Clerk
Subject: Claim Consideration - Frances Trujillo

Recommendation:

George Hills recommends the City Council reject the claim.

Fiscal Impact:

None.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

The claim was received in the City Clerk's Office on September 9, 2025. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

Attachments:

1. Claim - Frances Trujillo

ATTACHMENT 1

Claim - Frances Trujillo

September 18, 2025

Alondra Munoz
City of Highland

RE: Client: City of Highland
 Claim Number: GHC0087997
 Date of Loss: 03/09/2025
 Claimant: Frances Trujillo

Dear Ms. Munoz:

We have reviewed the above captioned claims and request that you take the action indicated below:

- **Please issue a Notice of Rejection.**

Please provide us with a copy of the notice once sent.

Should you have any questions, please feel free to contact the undersigned.

Kindest Regards,
George Hills Company, Inc.

Dana Calkins

Dana Calkins
Sr. Claims Adjuster
Direct Dial: (916) 333-0575
Email: dana.calkins@georgehills.com



September 9, 2025

Patti Schneiders
Claims Processor
Rancho Cordova Office
PO Box 278
Rancho Cordova, CA 95741

Re: Claimant(s): Frances Trujillo
Incident Date: March 9, 2025

Dear Patti:

Enclosed is a copy of a Claim received via mail at the Office of the City Clerk on September 9, 2025, by a the above referenced claimant(s). Note: Attached is a location map for reference. The incident location is outside our city limits; it is within the City of San Bernardino. The "metal plates" described pertain to the utility company AT&T.

This item will be tentatively scheduled for the City Council regular meeting on Tuesday, October 14, 2025, pending your recommendation. All correspondence will be required from George Hills no later than **October 1, 2025**. Please review and advise this office on the appropriate action to be taken.

If you have any questions, please contact Leticia Nava-Cruz at (909) 864-6861, ext. 208 or myself at ext. 226.

Sincerely,

Alondra Muñoz
City Clerk

cc: Carlos Zamano, City Manager
Leticia Nava-Cruz, Director of Administrative Services
Maricela Marroquin, City Attorney

Mayor
Penny Lilburn

Mayor Pro Tem
Larry McCallon

City Council
Gregory Hogan

City Council
Jimmy Saldana

City Council
John P. Timmer

City Manager
Carlos Zamano

27215 Base Line • Highland, CA 92346

Tel: 909.864.6861 • Fax: 909.862.3180 • www.cityofhighland.org

VICINITY MAP

Blue shading represents the City of San Bernardino. The green shading represents the City of Highland.



Highland, California
Google Street View
Jan 2025 [See more dates](#)





RECEIVED

SEP 09 2025

CITY OF HIGHLAND
CITY CLERK

Do not write in this space.
For office use only:

Received: _____

By: Alondra Muñoz

☐ E-Mail ☒ Mail ☐ In person

CLAIM AGAINST THE CITY OF HIGHLAND
(For damages to persons or personal property)

A claim must be filed with the City Clerk within 180 days after which the incident or event occurred. Be sure your claim is against the City of Highland and not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to:

CITY CLERK, CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND CA 92346
(909) 864-6861, ext. 226

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM, PENAL CODE S72; INSURANCE CODE S556.1.

NOTICE: PER GOVERNMENT CODE SECTION 910.4, THIS FORM MUST BE USED IN ORDER TO COMPLY WITH SECTIONS 910 AND 910.2 OF THE GOVERNMENT CODE.

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HIGHLAND:

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. Name of Claimant Frances Trujillo
 - a. Complete Address of Claimant, including City, State and Zip Code:
1411 Henrietta St Redlands, CA 92373

 - b. Phone Number _____
 - c. Date of Birth _____

d. Driver's License/State Identification Card Number:

Issued by which State: _____

_____ Driver's License _____ Identification Card

Expiration Date: _____

2. Name, telephone and address to which claimant desires notices to be sent, if other than above:

DTLA Law Group; 612 S Broadway, Los Angeles, CA 90014 (213)389-3765

3. Occurrence or event from which the claim arises:

a. Date of occurrence 03/09/2025

b. Time of occurrence 12:00pm

c. Place of occurrence (Exact and specific location)

At or near 2680 E Highland Ave Highland, California 92346

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage (use additional paper if necessary).

As Mr. Trujillo was walking near 2680 E Highland Ave Highland, when suddenly he fell

due to an uneven, defective, metal plates/doors and or similar object causing him to sustain serious injuries.

e. What particular action by the City, or its employees, caused the alleged damage or injury?

The Department of Public Works failed to properly maintain the pavement and/or sidewalk and failed to warn the general public of a dangerous condition.

4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim. If there were no injuries, state "no injuries".

Injuries include but are not limited to: concussion, right shoulder, hip and knee.

5. Give the name(s) of the City employee(s) causing the damage or injury:

Unknown

6. Name and address of any other person injured:

7. Name and address of the owner of any damaged property:

8. Damages Claimed:

a. Amount claimed as of this date: \$ 100,000,000.00

b. Estimate amount of future costs: \$ Pending

c. Total amount claimed: \$ 100,000,000.00

d. Basis for computation of amounts claimed. **Include copies of all bills, invoices, estimates, etc.:**

Bodily injury and pain and suffering

9. Names and addresses of all witnesses, hospitals, doctors, etc.

- a. Pending _____
- b. _____
- c. _____
- d. _____
- e. _____

10. Any additional information which might be helpful in considering this claim:

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM, PENAL CODE S72; INSURANCE CODE S556.1.

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Signed at: Los Angeles, CA
City and State

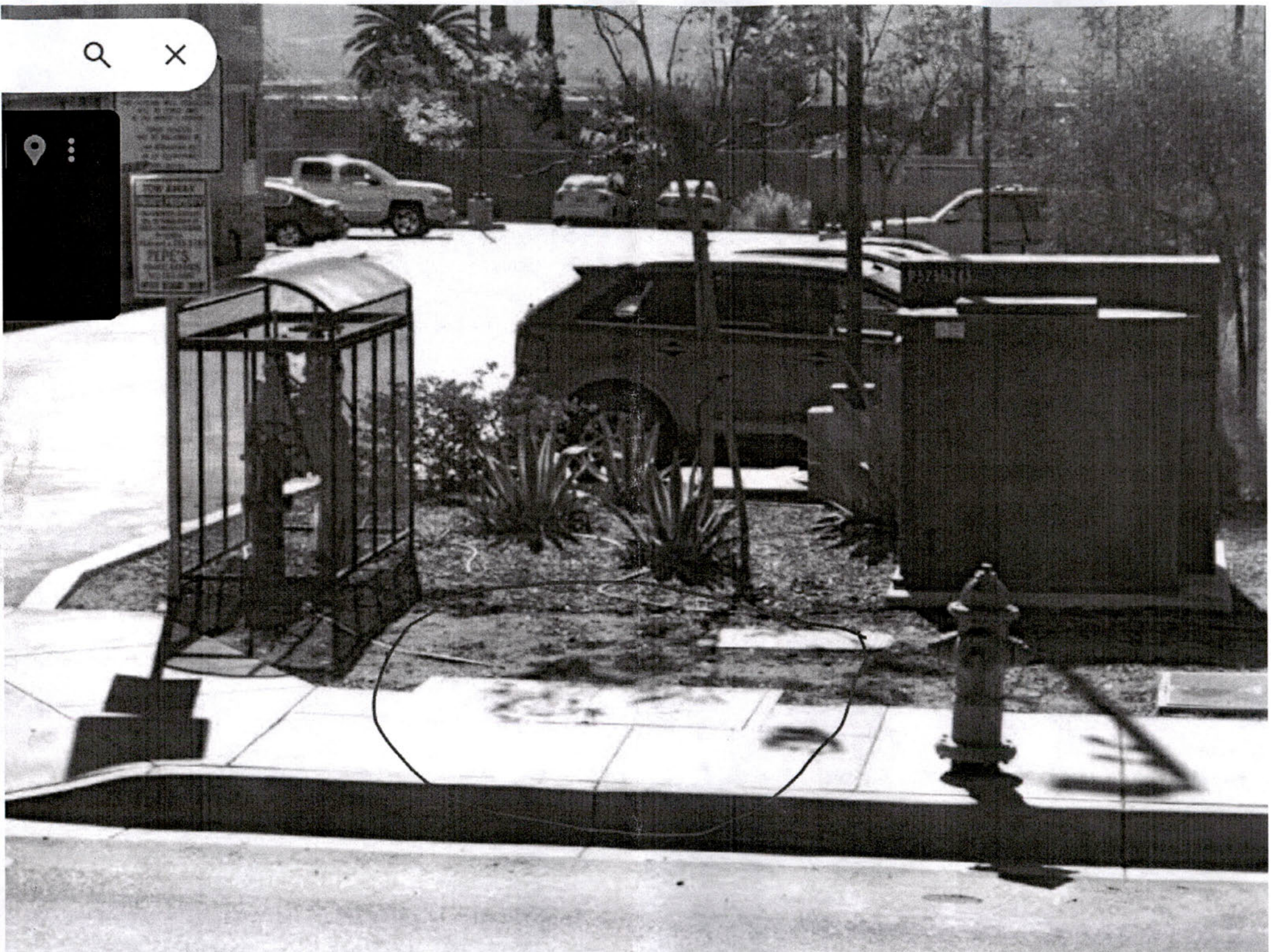
Date: 9/3/25



Signature of Claimant

Legal Asst. Angie Alvarez
OBO Frances Trujillo

Printed name of person signing above



Downtown LA Law Group
Downtown LA Law Group
612 S BROADWAY
LOS ANGELES CA 90014-1807

USPS CERTIFIED MAIL



9407 1118 9876 5479 4649 90

CITY CLERK
CITY OF HIGHLAND
27215 BASELINE ST
HIGHLAND CA 92346-3113



\$6.04 US POSTAGE
FIRST-CLASS IMI
Sep 02 2025
Mailed from ZIP 90014
1 OZ FIRST-CLASS MAIL LETTER
RATE
ZONE 2
11923275



endicia

063S0010937441

RECEIVED

SEP 09 2025

CITY OF HIGHLAND
CITY CLERK

Frances Trujillo



Staff Report

to the City Council

Agenda
Item
No.6.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Alondra Muñoz, City Clerk
Prepared By: Alondra Muñoz, City Clerk
Subject: Records Destruction Authorization

Recommendation:

Approve the destruction of certain records.

Fiscal Impact:

Minimal, utilizing existing shredding service with Corodata.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

In compliance with the city-wide records retention schedule adopted by the City Council on February 25, 2020, the City Clerk requests approval to destroy records. The list has been reviewed and approved by the City Attorney.

Record	Retention	Date of Documents
Citizen Service Applications to Boards, Commissions, and Committees (Not Selected)	CL+2	2020-2022

*CL=Closed/Completion

Attachments:

1. Records Destruction Form

ATTACHMENT 1

Records Destruction Form



CITY OF HIGHLAND RECORDS DESTRUCTION FORM

DEPARTMENT/DIVISION City Clerk	Total # of Boxes: 1
---------------------------------------	----------------------------

DEPARTMENT HEAD APPROVAL: I hereby certify that the records to be disposed of are in compliance with the current retention schedule for the City of Highland. I certify these records are not the subject of any claim, litigation, investigation or audit.  _____ Department Head Signature	DESTRUCTION METHOD: The scheduled records listed below are to be disposed of in the manner checked below: ☒ Shredding (outside vendor) ☐ Discard ☐ Electronic File(s) 10/1/25 _____ Date
--	--

A. Description of Record(s)	B. Inclusive Dates of Documents
Citizen Service Applications to Boards, Commissions, and Committees (Not Selected)	2020-2022

APPROVALS:

City Attorney

Date

I certify that such destruction meets the requirements of the City's Records Retention Schedule approved by City Council Resolution No. 2020-008.

City Clerk

Date



Staff Report

to the City Council

Agenda
Item
No.7.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Maricela Marroquin, City Attorney
Prepared By: Alondra Muñoz, City Clerk
Subject: Conflict of Interest Code Amendment

Recommendation:

Adopt Resolution No. _____, amending the City's Conflict of Interest Code.

Fiscal Impact:

None.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

On August 13, 2024, the City Council adopted Resolution No. 2024-038 adopting the model Conflict of Interest Code (Code) set forth in Section 18730 of the California Code of Regulations. The Political Reform Act requires local agencies to maintain conflict of interest codes that identify designated positions and disclosure categories.

To strengthen this framework, the City is updating its Code to incorporate AB 1234 Ethics Training requirements. In addition to financial disclosure obligations, the Code will now clearly reference the state mandate under Government Code Section 53234 for local agency officials, including those holding designated positions, to complete two hours of ethics training within twelve (12) months of assuming office or employment, and every two years thereafter. The training addresses the use of public resources, open meeting and transparency laws, conflict of interest provisions, and ethical standards. By adding this requirement to the Conflict of Interest Code, the City establishes a single, consistent reference point for both disclosure and ethics training obligations, reinforcing accountability and compliance with state law. The City Clerk's Office will maintain training records to demonstrate compliance in accordance with state law and in preparation for any state audits.

In addition, the Conflict of Interest Code has been updated to reflect current organizational positions. Specifically, Appendix A, which identifies the "Designated Employee Filers," has been revised to add the following position(s):

- Assistant Planner

- Engineering Technician
- Information Technology Technician
- Permit Technician
- Senior Planner

Attachments:

1. Proposed Resolution

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, ADOPTING THE CITY'S CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 2024-038

WHEREAS, the City of Highland City Council previously adopted Resolution No. 2024-038 adopting the model Conflict of Interest Code set forth in Section 18730 of the California Code of Regulations; and

WHEREAS, by this resolution, the City is adopting a new updated Conflict of Interest Code; and

WHEREAS, the City Council desires to designate persons holding positions listed in Appendix A as bodies that are subject to this Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Highland does hereby find, determine and declares follows:

1. Resolution No. 2024-038 is hereby rescinded.
2. The Political Reform Act, Government Code Section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730. It can be incorporated by reference in an agency's code and may be amended by the Fair Political Practices Commission after public notice and hearing to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference, and along with the attached Appendices A, B and C, which identify the members, employees and consultants that are designated and the disclosure categories, constitute the Conflict of Interest Code for the City of Highland, which is considered the "agency" within the purview of this Code.
3. Designated employees shall file statement of economic interests with the City Clerk of the City of Highland. Statements for all designated employees will be retained by the City and will be available for inspection and reproduction pursuant to Government Code Section 81008.
4. Pursuant to the Political Reform Act, a person holding a designated position listed in this Conflict of Interest Code that violates any provisions of this Code is subject to administrative, criminal and civil sanctions provided in the Political Reform Act. In addition, if a person who holds a designated position makes, participates in making or otherwise attempts to use his or her official position to influence a decision of the Agency in which he or she has a financial interest, he or she may also be subject to additional administrative, criminal and civil sanctions and the decision may be set aside and voided pursuant to Government Code Section 91003.

5. Pursuant to Government Code Section 53234 et seq. (AB 1234), each person holding a designated position identified in Appendix A shall receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service. Such training shall be completed within twelve (12) months of assuming office or beginning employment in the designated position, and every two years thereafter. Completion of this training shall be documented and maintained by the City Clerk in accordance with state law.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

Penny Lilburn
Mayor

ATTEST:

Alondra Muñoz, CMC
City Clerk

APPENDIX A DESIGNATED EMPLOYEE FILERS

DESIGNATED EMPLOYEE FILERS	DISCLOSURE CATEGORIES
Administrative Analyst	3, 4, 5
Administrative Services Manager	3, 4, 5
Assistant Director of Administrative Services	3, 4, 5
Assistant City Manager	1
Assistant Community Development Director	1
Assistant Engineer	3, 4, 5
Assistant Planner	3, 4, 5
Assistant Public Works Director	1
Associate Engineer	3, 4, 5
Building Official	1
City Clerk	1
City Planner	1
Code Compliance Officer	2, 3, 4, 5
Committee/Board Members	1
Community Development Director	1
Consultants	See Appendix C
Deputy City Clerk	3, 4, 5
Director of Administrative Services	1
Economic Development Specialist	2, 3, 4, 5
Engineering Technician	3, 4, 5
Information Technology Technician	3, 4, 5
Maintenance Superintendent	3, 4, 5
Permit Technician	3, 4, 5
Public Services Manager	3, 4, 5
Public Works Manager	3, 4, 5
Public Works Director/City Engineer	1
Senior Code Compliance Officer	2, 3, 4, 5
Senior Civil Engineer	3, 4, 5
Senior Planner	3, 4, 5

The Members of City Council and Planning Commission, City Manager, City Attorney, Director of Administrative Services/City Treasurer and all other City Officials who manage public investments as defined by 2 Cal. Code of Regs. §18701 (b) are not subject to the City's Code but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et. seq.). [Regs. §18730(b)(3)].

APPENDIX B DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

- Category 1. Full Disclosure – Interests in real property located within the City or within two miles of the boundaries of the City or within two miles of any land owned or used by the City, as well as investments, business positions and sources of income, including gifts, loans and travel payments.
- Category 2. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B)
- Category 3. Reportable income and business positions. (Form 700, Schedule C)
- Category 4. Reportable investments. (Form 700, Schedules A-1 and A-2)
- Category 5. Reportable gifts and travel gifts. (Form 700, Schedules D and E)

APPENDIX C CONSULTANT FILERS¹

DESIGNATED CONSULTANTS

DISCLOSURE CATEGORIES

Consultants who make (not just recommend) governmental decisions, such as whether to approve a rate, rule, or regulation, whether to issue, deny, suspend, or revoke any permit, license, application, certificate or similar authorization, adopt or grant City approval to a plan, design, report, study, or adopt or grant City approval of policies, standards, or guidelines for the City or any subdivision thereof.	1
Consultants who serve in a staff capacity with the City, and in that capacity participate in making a governmental decision by providing information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review.	Disclosure required at the same level as a comparable designated position in the same or similar City Department identified elsewhere in this Code.
Consultants who perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a designated position in the City's Conflict of Interest Code.	Disclosure required at the same level as the comparable designated position identified elsewhere in this Code.

Category 1

Designated consultants assigned to this category shall disclose:

- (a) All business entities or non-profit corporations in which they are a director, officer, partner, trustee, employee or hold a position of management; interests in real property, investments; and income, including gifts, loans and travel payments. ²
- (b) When the consultant is a corporation or partnership, only individuals from the firm that fit into one of the three categories of designated consultants must file disclosure statements.

¹ Only consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code Regs. Section 18701, as amended from time to time, shall be subject to economic disclosure requirements.

² Consultants who make governmental decisions shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



Staff Report

to the City Council

Agenda
Item
No.8.

Date: October 14, 2025

From: Carlos Zamano, City Manager

Reviewed By: Leticia Nava-Cruz, Administrative Services Director

Prepared By: Alondra Muñoz, City Clerk

Subject: Second Reading of Ordinance No. 476 Amending Section 2.36.040 of the Highland Municipal Code to Add Fees for Passport Photography Services and Adoption of Resolution Establishing Fees for Passport Photography Services

Recommendation:

1. Conduct a second reading, read by title only, and waive further reading of Ordinance No. 476 amending Section 2.36.040 of the Highland Municipal Code to add fees for passport services; and
2. Adopt Resolution No. _____, establishing a schedule of fees for passport photography services.

Fiscal Impact:

The passport photo service is expected to generate revenue to offset the cost of providing service, including staff time, photo supplies and equipment maintenance.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

At its meeting of September 9, 2025, the City Council conducted the first reading of Ordinance No. 476, establishing a new fee for passport photo services. The ordinance was introduced following a staff presentation outlining the City's current role as a U.S. Department of State Passport Acceptance Facility and the proposed service expansion to include passport-compliant photo processing. The addition of this service is included in the adopted 2025/2026 Work Program as part of the City's efforts to enhance customer service and provide added convenience for residents and visitors. At the September 9, 2025 meeting, the City Council also held a public hearing regarding the adoption of a \$15 fee for passport photography services. The proposed resolution and ordinance are enclosed in Attachments 1 and 2, respectively.

Attachments:

1. Ordinance No. 476
2. Proposed Resolution

ATTACHMENT 1

ORDINANCE NO. 476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, AMENDING SECTION 2.36.040 OF THE HIGHLAND MUNICIPAL CODE TO ADD FEES FOR PASSPORT PHOTOGRAPHY SERVICES

THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA DOES ORDAIN AS
FOLLOWS:

Section 1. Findings, Purpose, and Intent

- A. Chapter 2.36 enables the City Council to establish, by resolution, the fees and service charges to be collected for City regulation, products, and services, pursuant to the Schedule of Fees and Service Charges, upon the recommendation of the City Manager.
- B. The City Council now wishes to update its Schedule of Fees and Service Charges to add a new category of fees for passport photography services.
- C. The adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA," Public Resources Code Sections 21000 et seq.), because it approves and sets forth a procedure for determining fees for the purpose of meeting the operating expenses of City departments, as set forth in Public Resources Code Sections 21080(b)(8).
- D. The City has complied with the notice and hearing requirements of Government Code Sections 66016 and 66014, prior to adopting this Ordinance.

Section 2. Code Amendment. Subsection A of Section 2.36.040 (Schedule of fees and service charges and providing for their adoption by resolution upon recommendation of the city manager) of Chapter 2.36 (Fees and service charges) of Title 2 (Administration and personnel) of the Highland Municipal Code is hereby amended to add the categories of fees for "Passport photography services" to read as follows, with all other provisions of Section 2.36.040 remaining unchanged:

	Regulation, Product or Service	% to be Recovered	Review Schedule
S-4190	PASSPORT PHOTO SERVICE	100.0%	Biennial

Section 3. Severability

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part hereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of

the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared invalid or unconstitutional.

Section 4. Publication; Effective Date

The City Clerk shall cause this Ordinance, or a summary hereof, to be published in accordance with applicable law and/or City ordinance or resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of October, 2025.

Penny Lilburn
Mayor

ATTEST:

Alondra Muñoz, CMC
City Clerk

APPROVED AS TO FORM:

Maricela Marroquin
City Attorney

ATTACHMENT 2

Proposed Resolution

RESOLUTION NO. 2025-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, ESTABLISHING A SCHEDULE OF FEES FOR PASSPORT PHOTO
SERVICES AT THE PASSPORT ACCEPTANCE FACILITY

WHEREAS, the City of Highland (“City”) operates a Passport Acceptance Facility within the City Clerk’s Office, providing passport application services to the community; and

WHEREAS, the Office of the City Clerk began providing these services on March 29, 2021; and

WHEREAS, passport applicants are required to submit a 2”x2” color passport photo that meets all federal Department of State specifications; and

WHEREAS, currently all passport photos must be supplied by the applicant; offering photos directly onsite could increase convenience; and

WHEREAS, the City conducted a review of passport photo fees charged by comparable agencies and retail service providers and determined the reasonable costs to the City of providing the service of passport taking into account staff time, equipment, printing costs and administrative costs; and

WHEREAS, Section 2.36.040 (Schedule of fees and service charges and providing for their adoption by resolution upon recommendation of the city manager) of Chapter 2.36 (Fees and Service Charges) of Title 2 (Administration and Personnel) provides for establishing a Fee Resolution by the City Council for all fees and charges of the City; and

WHEREAS, pursuant to Government Code sections 66016 and 66018, the City made make available to the public, at least ten (10) days prior to its public hearing, data indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including General Fund revenues; and mailed notice at least fourteen (14) days prior to this meeting to all interested parties that have requested notice of new or increased fees or service charges.

WHEREAS, after public notice and hearing, the City Council finds that the proposed fee is reasonable and necessary to offset City costs.

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

SECTION 1. Recitals Adopted. The recitals above are true and correct and incorporated herein.

SECTION 2. Fee Schedule. The City establishes the following passport-photo service fee:

Standard 2"x2" Certificate Passport Photo (two photos) - \$15.00

SECTION 3. Certification. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption by the City Council.

SECTION 4. Effective Date. This resolution shall take effect 60 days after adoption.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

Penny Lilburn
Mayor

ATTEST:

Alondra Muñoz, CMC
City Clerk



Staff Report

to the City Council

Agenda
Item
No.9.

Date: October 14, 2025

From: Carlos Zamano, City Manager

Reviewed By: Lawrence Mainez, Community Development Director

Prepared By: Kim Stater, Assistant Community Development Director

Subject: Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and Highland District Council on Aging, Inc. to Provide for Senior Programs, Activities, and Services to Improve Quality of Life, Physical Fitness, Social Programs, Daily Interaction and Nutrition to Low- and Moderate-Income Seniors

Recommendation:

Approve the Contract and authorize execution by the Assistant Community Development Director.

Fiscal Impact:

The City of Highland participates as a 'Joint-Applicant' with the County of San Bernardino to receive CDBG funding from the US Department of Housing and Urban Development (HUD). In Fiscal Year 2025/2026, Highland will receive an allocation of approximately \$378,381.

On December 10, 2024, the City Council held a public hearing to prioritize eligible projects. The Highland Senior Center was allocated \$22,700. The County, through the CDBG Program, will reimburse all City expenditures used to support the Senior Center Program.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

HUD requires the City to enter into a contract with the Senior Center prior to the disbursement of funds. The purpose of the contract is to identify the scope of services, terms and conditions, including records, reporting, program income, and other prescribed items.

Attachments:

1. Subrecipient Contract

ATTACHMENT 1
Subrecipient Contract

SUBRECIPIENT CONTRACT

This Contract is made and entered into, by and between the City of Highland, hereinafter referred to as "CITY", and Highland District Council on Aging, Inc., a non-profit organization, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, CITY has entered into a Contract with the County of San Bernardino Department of Community Development and Housing, hereinafter referred to as "CDH", to execute the CITY's Community Development Block Grant (CDBG) program under the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT"; and,

WHEREAS, CONTRACTOR desires to participate in the CITY's CDBG program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide senior citizens services and programs; and,

WHEREAS, on December 10, 2024, the Highland City Council held Public Hearing to allocate the City's Community Development Block Grant Funds for Fiscal Year 2025-2026. During the hearing, the City allocated \$22,700.00 of CDBG funds to provide financial assistance in the form of personnel, space rent, and insurance.

WHEREAS, CITY and CDH entered into an agreement with respect to CITY's allocation of CDBG funds to Highland District Council on Aging, Inc.. A copy of this agreement is included as Attachment A and B and is incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. **SCOPE OF SERVICES**

A full description of the services provided in this Contract is contained in Attachment B, PROJECT/ACTIVITY DESCRIPTION.

All beneficiaries of the program services shall be low- and moderate-income persons or households, as defined in Section 20, BENEFICIARY QUALIFICATION.

2. **TIME OF PERFORMANCE**

Said services of CONTRACTOR shall commence July 1, 2025, and shall be completed no later than May 30, 2026.

3. **COMPENSATION AND METHOD OF PAYMENT**

For performance of such services, CITY shall provide CDBG funds not to exceed \$22,700.00. This payment shall constitute full and complete compensation for CONTRACTOR's services under this Contract. For the purpose of this Contract, CITY shall disburse compensation and monitor CONTRACTOR's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of payments to CONTRACTOR shall be made by monthly reimbursements, contingent upon CITY's receipt of a monthly summary statement for each previous month's expenditures which conforms to the BUDGET SUMMARY as detailed in Exhibit 2 of Attachment B. Monthly expenditure reports shall be documented with "audit ready" supportive evidence of

each expenditure and proof of payment, in accordance with United States of America Department of Housing and Urban Development, hereinafter referred to as "HUD" regulations. Reimbursements shall be limited to the total approved, properly documented expenditures. Monthly reimbursements shall be evenly amortized over the remaining term of this Contract unless otherwise approved by CDH. All reimbursement requests must be submitted no later than 30 days after the expiration of this Contract. Requests received after said 30-day period shall be considered non-compliant and not eligible for reimbursement under the terms of this Contract. CONTRACTOR shall submit a final request for reimbursement for the program year no later than June 15, 2026. Any balance remaining on this project after that date will be reprogrammed.

CONTRACTOR must submit to CITY said monthly expenditure reports by the 10th day of every calendar month regardless of expenditure amount. After receipt by CITY of each properly documented expenditure report, CITY will draw a warrant in favor of CONTRACTOR for the approved expenditure amount. Submittal of an expenditure report after the 10th day of the month, in which payment is requested, will cause unavoidable delays in payment processing.

4. BUDGET SECTION

There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or the Activity Description (Attachment B) without written approval by the CITY and CDH.

5. USE OF FUNDS

Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, or as loans for non-program activities.

6. BUDGET MODIFICATIONS

The City's Community Development Director may grant budget modifications to this Contract for the movement of funds within the budget categories identified in Attachment B, BUDGET SUMMARY, when such modifications:

- a. Exceed 15% of the originally approved amount of one or more budget cost categories and does not exceed \$10,000 per budget cost category;
- b. Are specifically requested by CONTRACTOR;
- c. Do not alter the total amount of compensation pursuant to this Contract;
- d. Will not change the project goals or scope of services;
- e. Are in the best interests of CITY and CONTRACTOR in performing said services; and,
- f. Related to salaries, are in accordance with applicable salary ordinances or laws.

7. CHANGES IN GRANT ALLOCATION

CITY reserves the right to reduce the grant allocation when CITY's fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendments.

8. REVENUE DISCLOSURE REQUIREMENT

By its execution of this Contract, CONTRACTOR certifies that it has previously filed with CITY, a written statement listing all revenue received, or expected to be received, by CONTRACTOR from federal, state, or county sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the

name and a description of such project or business activity, the dollar amount of funding provided, or to be provided, by each and every agency to each such project or business activity, and the full name and address of each such agency. During the term of this Contract, CONTRACTOR shall prepare and file a similar written statement each time it receives funding from any agency, which is in addition to that revenue disclosed in CONTRACTOR's initial revenue disclosure statement hereunder. Such statement shall be filed with CITY within 15 calendar days following receipt of such additional funding. CONTRACTOR shall make available for inspection and audit to CITY representatives, upon request, at any time during the duration of this Contract and during a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through CITY. All such books and records shall be maintained by CONTRACTOR at a location in San Bernardino County. Failure of CONTRACTOR to comply with the requirements of this section of the Contract shall constitute a material breach of Contract upon which CITY may cancel, terminate, or suspend this Contract.

9. JOINT FUNDING

For programs in which there are sources of funds in addition to CDBG funds, CONTRACTOR shall provide proof of such funding. CITY shall not pay for any services provided by CONTRACTOR, which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting applies to the total program regardless of funding sources.

10. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by CONTRACTOR as a result of the activity funded under the terms of this Contract. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. CONTRACTOR shall retain the use of program income by returning program income to CITY and requesting project budget increases for activities authorized under this Contract. Program income shall be returned to CITY within 30 days after: a) disposition or sale of real or personal property occurs or; b) cumulative program income reaches increments of \$1,000; or c) the end of each fiscal year, whichever occurs first. CONTRACTOR shall include in the reports required by Section 21, PROGRAM REPORTING AND RETENTION OF RECORDS, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by CITY to CONTRACTOR shall be spent by CONTRACTOR on only those costs authorized under this Contract. All provisions of this Contract shall apply to said use of program income. CONTRACTOR shall account for the receipt and use of program income in such a way that program income is spent on authorized activities before additional CDBG funds are spent.

Any program income on-hand, when this Contract expires or received after such expiration, shall be paid to CITY.

11. FISCAL LIMITATIONS

While not presently anticipated, HUD may, in the future, place programmatic or fiscal limitation(s) on CITY CDBG funds. Accordingly, CITY reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. In the event of funding reduction, CITY may reduce the budget of this Contract as a whole or as to a particular cost category, may limit the rate of CONTRACTOR's authority to commit and spend funds, or may restrict CONTRACTOR's use of both its uncommitted and its unspent funds. Where HUD has directed or requested CITY to implement a reduction in funding, in whole or as to a cost category, with

respect to funding for this Contract, CDH may implement and effect such a reduction and request the revision of the Contract for such purpose. Where CITY has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of CONTRACTOR, CITY may act to suspend the operation of this Contract for up to 60 days upon three days notice to CONTRACTOR of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by CITY affect expenditures and legally binding commitments made by CONTRACTOR before it receives notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

12. NON-EXPENDABLE PROPERTY

A record shall be maintained for each item of non-expendable property acquired for this program with CDBG funds. This record shall be provided to CITY upon request. Non-expendable property shall include tangible personal property, including but not limited to office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of non-expendable property. Any utilization of funds derived from the sale or disposition of non-expendable property must have prior approval of CITY and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, CITY reserves the right to determine the final disposition of said non-expendable property acquired for this program with CDBG funds, including funds derived therefrom. Said disposition may include CITY taking possession of and title to said non-expendable property. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

13. EXPENDABLE PERSONAL PROPERTY

Expendable personal property refers to all tangible personal property other than non-expendable personal property. All purchases of expendable personal property with a unit value of \$1,000 or more per unit must have the prior written approval of the CDH Director, or his designee.

14. PURCHASE OR LEASE OF NON-EXPENDABLE PROPERTY OR EQUIPMENT

CONTRACTOR shall obtain at least three comparable price quotes and receive CDH approval of the item(s) selected prior to purchasing or leasing any non-expendable personal property or equipment over \$1,000 in unit value and having a life expectancy of more than one year. Such property shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by CONTRACTOR. This inventory shall be provided to CITY upon request.

CONTRACTOR shall obtain written approval from CITY prior to selling or disposing of any non-expendable property or equipment. Any proceeds generated from the sale of such property or equipment shall be subject to the provisions of Section 10, PROGRAM INCOME.

15. ACQUISITION OF SUPPLIES AND EQUIPMENT

CONTRACTOR may purchase non-expendable personal property or equipment from a related agency/organization only if: (a) prior authorization is obtained in writing from CITY, (b) charges do not exceed the authorized amount and minimum written specifications are met, (c) a community related benefit is derived from such CONTRACTOR related acquisition, and (d) no conflict of interest for private gain accrues to CONTRACTOR or its employees, agents or officers. CONTRACTOR shall adhere to all applicable procurement standards of 2 CFR Part 200.317–200.327 in the acquisition of supplies and equipment. CONTRACTOR shall submit documentation of the cost and price analysis required in 2 CFR 200.324 for approval prior to procuring non-expendable property or equipment.

CITY reserves the right to disallow any purchase from any vendor of supplies, equipment, non-expendable property or expendable property which is purchased in whole or in part with funds provided by this Contract. CONTRACTOR may seek prior approval of CITY for any such expenditures and prior approval, which is granted shall be binding on CITY unless such expenditure violates federal law or regulations or is disallowed by HUD.

16. PURCHASE DEADLINES

Purchase of equipment or property must be completed before the last three months of the initial performance period and all equipment bills shall be paid before the last two months of this period. No expendable or non-expendable property or equipment shall be purchased during the final three months of the initial performance period unless approved by CITY in writing.

17. TRAVEL AND CONFERENCE RESTRICTIONS

CONTRACTOR certifies and agrees that travel and conference expenses for persons other than employees of CONTRACTOR, will not be paid by funds provided through this Contract. No travel expenses for out-of-state travel shall be included in this Contract unless specifically listed in the BUDGET SUMMARY, Exhibit 2 of Attachment B, which is attached and incorporated herein. CONTRACTOR further agrees that any travel expense incurred by CONTRACTOR, which is not listed in the BUDGET SUMMARY shall not be paid by funds provided through this Contract unless prior written approval of the CDH Director has been obtained.

18. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

19. MONITORING

CITY Community Development Director or their designee will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of CITY, CDH and HUD shall have the right of access to all activities and facilities operated by CONTRACTOR under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. CONTRACTOR will permit on-site inspection by CITY, CDH and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgment of CITY and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

20. BENEFICIARY QUALIFICATION

Persons qualifying for program services on the basis of income, hereinafter referred to as BENEFICIARIES, shall have an annual household gross income equal to or less than the U.S. Department of Housing and Urban Development (HUD) Section 8 (of the United States Housing Act of 1937) Income Limits. HUD Section 8 Income Limits for the Riverside-San Bernardino-Ontario, CA MSA, define the maximum annual household gross income for low- and moderate-income households. CONTRACTOR is responsible for obtaining from CITY the said current applicable HUD Section 8 Income Limits for each year of the Contract term identified in Section 2, TIME OF PERFORMANCE.

Under CDBG regulations, the following clientele categories are presumed to be low- and moderate-income persons and can qualify for service regardless of income: abused children; battered spouses; elderly persons (60 and older); severely disabled adults, homeless persons; illiterate adults; persons living with AIDS, and migrant farm workers. CONTRACTOR shall document the household income of all BENEFICIARIES, by obtaining completed copies of the "BENEFICIARY QUALIFICATION STATEMENT", Exhibit 3(a). A Spanish language version of the BENEFICIARY QUALIFICATION STATEMENT, Exhibit 3(b), 2 pages, is attached for convenience, but the CITY cannot guarantee the accuracy of the translation and the CITY cannot be held responsible for any errors. CONTRACTOR shall retain these forms for five (5) years after conclusion of this Contract.

21. PROGRAM REPORTING AND RETENTION OF RECORDS

CONTRACTOR agrees to prepare and submit financial, program progress, and other reports as required by HUD, CDH, or CITY directives. CONTRACTOR shall maintain such program, property, personnel, financial, statistical and other records, supporting documents, and accounts as are considered necessary by HUD, CDH or CITY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by CONTRACTOR for a minimum of five (5) years. The retention period starts from the date the CITY submits its annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the service under the terms of this contract is reported on for the final time. Said CITY submission will follow CONTRACTOR's final submission to CITY of reports identified under this paragraph. Records and accounts subject to litigation or audit must be maintained for five (5) years or until the issue is resolved, whichever is longer. Records that pertain to real estate transactions must be maintained for five (5) years or the number of years there is an outstanding obligation, whichever is longer. The starting date for retention of records on CDBG-purchased equipment begins at the end of the equipment's use, when it is disposed of or transferred. The retention period for records relating to program income begins on the last date of CITY's fiscal year in which the income is earned. All CONTRACTOR's records, with the exception of confidential client information, shall be made available to representatives of CITY and the appropriate federal agencies. CONTRACTOR is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by the CDH Director or his designee. By the 10th day of each month, CONTRACTOR shall submit to CITY a completed MONTHLY PROGRAM PROGRESS REPORT, for the month being reported, and in addition, CONTRACTOR will complete the COMMUNITY BENEFIT REPORT, to report the amount of funds expended, which benefit the residents of the communities that funded this project. CONTRACTOR shall also provide the DIRECT BENEFIT REPORT, as necessary for completion of the Annual Grantee Performance Report.

22. ACCOUNTING

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with HUD directives and Generally Accepted Accounting Principles.

23. AUDITS

CONTRACTOR is required to arrange for an independent financial audit performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards. Said audit shall be conducted for the term of this Contract. When CONTRACTOR receives \$500,000 or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with Uniform Guidance at 2 CFR Part 200.500 to 200.521 Audit Requirements.

CONTRACTOR shall submit a copy of the audit report to CITY within nine months after the end of the audit period. Within 30 days of the submittal of said audit report, CONTRACTOR shall provide to CITY a written response to any concerns or findings identified in said audit report. The

response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six months after receipt of the audit report.

CITY, CDH, or any state or federal agency, may make additional audits or reviews, as necessary, to carry out CONTRACTOR's obligations under this Section under city, county, state or federal laws and regulations. CONTRACTOR agrees to cooperate fully with all persons conducting said additional audits or reviews. CITY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of CONTRACTOR. If indications of misappropriation or misapplication of the funds of this Contract cause CITY to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget.

Should CITY subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. CONTRACTOR shall reimburse all misappropriation or misapplication of funds to CITY. In the event CITY uses the judicial system to recover misappropriated or misapplied funds, CONTRACTOR shall reimburse CITY legal fees and court costs in addition to awards.

24. ASSIGNMENT

This Contract is not assignable by CONTRACTOR without the express written consent of CITY. Any attempt by CONTRACTOR to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

25. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving a 30-day notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 2 CFR Part 200.340, Termination for Convenience. CITY is hereby empowered to give said notice subject to ratification by the Highland City Council.

CITY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If CONTRACTOR materially fails to comply with any term of this Contract, CITY may take one or more of the actions provided under federal regulation at 2 CFR Part 200.339, Enforcement, which includes temporarily withholding payments, disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, and other remedies that are legally available. In such an event, CONTRACTOR shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract, to the date of said termination to the extent that CDBG funds are available from HUD.

26. REVERSION OF ASSETS

Upon Contract termination, CONTRACTOR shall transfer to CITY all CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

All real property acquired or improved in whole or in part with CDBG funds under this Contract must continue in the use that provides the service benefits and national objectives for which it was funded, or it must be disposed of in a manner resulting in a reimbursement to CITY in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property.

27. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in independent capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

28. CONTRACT COMPLIANCE

In addition, CONTRACTOR shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

CONTRACTOR shall comply with Executive Orders 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107, (Equal Employment Opportunity), Executive Orders 11625, 12138, 12432, 12250, and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, and other applicable federal, state, county, and city laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any services. Contractor shall immediately notify the City of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

29. DISCRIMINATION

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

30. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

CONTRACTOR agrees that it will not engage in inherently religious activities, such as worship, religious instruction or proselytizing, as part of the activities funded under this Contract. Further, CONTRACTOR agrees that it will not perform or permit political activities in connection with the performance of this Contract. Funds made available under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities. If CONTRACTOR conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the CDBG-funded program services.

31. CONFLICT OF INTEREST

CONTRACTOR shall comply with all applicable federal and state laws, regulations and policies governing Conflict of Interest, including state Conflict of Interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., federal Conflict of Interest regulations found in 24 CFR 570.611, 2 CFR Part 200.112–200.113, and any other applicable policies, rules and regulations related to Conflict of Interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of CONTRACTOR, who exercises any functions or responsibilities with respect to CDBG-funded activities identified in this Contract and who is in a position to participate in a decision making process or gain inside information with regard to activities identified in this Contract, may not obtain a financial interest or benefit from the CDBG-assisted activities identified in this Contract or any related contract, subcontract, or agreement, either for themselves, an immediate family member or business partner, during his/her tenure. CONTRACTOR shall maintain written standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

32. INTENTIONALLY OMITTED

33. HUD HOLD HARMLESS

CONTRACTOR shall indemnify, defend and hold harmless CITY and CDH against any liability, claims, losses, demands, and actions incurred by CITY or CDH as a result of the determination by HUD or its successor that activities undertaken by CONTRACTOR under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CONTRACTOR under this Contract were improperly expended.

34. INDEMNIFICATION

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

35. INSURANCE REQUIREMENTS

CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits per accident for bodily injury or disease covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this contract.

If CONTRACTOR has no employees, it may certify or warrant to the CITY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the CITY's Director of Administrative Services.

With respect to contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- Commercial/General Liability Insurance - CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - (a) Premises operations and mobile equipment.
 - (b) Products and completed operations.
 - (c) Broad form property damage (including completed operations).
 - (d) Personal injury.
 - (e) Contractual liability.
 - (f) \$2,000,000 general aggregate limit.

General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, CG 20 39 (not allowed from subcontractors), or CG 20 40.

- Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If CONTRACTOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- Higher Limits - If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- Additional Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the CITY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the CITY to vicarious liability but shall allow coverage for the CITY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- Waiver of Subrogation Rights - CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the Contractor, its employees, agents and subcontractors.
- Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the CITY.
- Severability of Interests - CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and the CITY or between the CITY and any other insured or additional insured under the policy.
- Acceptability of Insurance Carrier - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide Rating of "A-VII".
- Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- Primary Coverage - For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

- Failure to Procure Coverage - In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the CITY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the CITY will be promptly reimbursed by CONTRACTOR or CITY payments to CONTRACTOR will be reduced to pay for CITY -purchased insurance.

- Notice of Cancellation - CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance.
- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to 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 named insured or CITY.
- Subcontractors - CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that CITY is an additional insured on insurance required from subcontractors.
- Special Risks or Circumstances - 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.

36. PROOF OF COVERAGE

Consultant shall furnish Certificates of Insurance to the City's Community Department administering the Contract evidencing the insurance coverage at the time the Contract is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the CITY, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

37. INSURANCE REVIEW

Insurance requirements are subject to periodic review by the CITY. The Director of Administrative Services or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever CITY determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the CITY.

In addition, if the Director of Administrative Services determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the CITY, inflation, or any other item reasonably related to the CITY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the CITY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the CITY.

38. Intentionally Omitted

39. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570; and Uniform Guidance at 2 CFR Part 200.

Note:

Uniform Guidance for Federal Awards - 2 CFR Part 200 (Uniform Guidance for Federal Awards | U.S. Department of Labor (dol.gov))

To deliver on the promise of a 21st-Century government that is more efficient, effective and transparent, the Office of Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These modifications are a key component of a larger Federal effort to more effectively focus Federal resources on improving performance and outcomes while ensuring the financial integrity of taxpayer dollars in partnership with non-Federal stakeholders. This guidance provides a government-wide framework for grants management which will be complemented by additional efforts to strengthen program outcomes through innovative and effective use of grant-making models, performance metrics, and evaluation. This reform of OMB guidance will reduce administrative burden for non-Federal entities receiving Federal awards while reducing the risk of waste, fraud and abuse.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200 supersedes and streamlines requirements found in eight separate OMB Circulars that are identified below:

- Administrative Requirements: OMB Circulars A-89, A-102 (29 CFR part 97), and A-110 (29 CFR Part 95)
- Cost Principles: OMB Circulars A-21 (2 CFR Parts 215 and 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230)
- Audit Requirements: OMB Circulars A-50 and A-133 (29 CFR Parts 96 and 99)

40. SUSPENSION AND DEBARMENT

By entering this Contract, CONTRACTOR certifies that CONTRACTOR, including its principals, is not suspended or debarred from participating in federally funded contracts and sub-awards.

41. AMENDMENTS: VARIATIONS

This writing with attachments, embodies the whole of this Contract of the parties hereto. There are no oral agreements contained herein. Except as herein provided, additions or variations of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

42. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

City of Highland
27215 Base Line
Highland, CA 92346
Attn: Asst. Community Dev. Dir.

Highland District Council on Aging, Inc.
P.O. Box 948
Highland, CA 92346
Attn: Board President

43. COUNTERPART EXECUTION

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

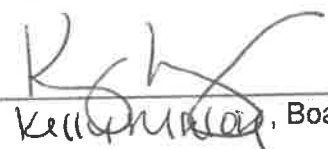
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by the City of Highland, as of the day and year written below.

CITY OF HIGHLAND

By: _____
Kim Stater, Asst. Community Dev. Dir.

Dated: _____

HIGHLAND DISTRICT COUNCIL ON AGING

By:  _____
Kelly M. M., Board President

Dated: 11-23-25

Federal ID Number or Social Security
Number: 95-3374790

ATTACHMENT A
Request to Initiate Project / Activity

ATTACHMENT A- REQUEST TO INITIATE PROJECT/ACTIVITY

PROJECT/CASE NUMBER: HIGH-25-1-05A/1219

DATE OF ORIGINAL ISSUE: **7/1/2025**

CFDA No: 14.218

ORIGINAL: X

REVISION No.:

TARGET AREA: City of Highland

DATE OF REVISION:

WBSE CODE: 50.60.0008.09.25

Pursuant to the terms of the Delegate Agency Agreement originally executed on 7/8/2014, (and most current renewal date 3/6/2023) between Community Development and Housing (CDH), and the City of Highland, CDH hereby requests that the following project/activity be initiated. There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or in the Activity Description (Attachment B) without written approval.

PROJECT/ACTIVITY TITLE: Highland: Senior Center Services and Programs

ACTIVITY LOCATION: 3102 East Highland Avenue, Patton, CA 92369

TOTAL PROJECT FUNDING: \$22,700

CITY CDBG ALLOCATION RELEASED: \$22,700

CITY CDBG FUNDS PROJECTED TO BE EXPENDED AS OF **6/30/2025**: \$0

BALANCE OF FUNDS AVAILABLE: \$22,700

DATE OF RELEASE OF FUNDS : **7/1/2025**

SCHEDULE OF CDBG ALLOCATION:

Year 1-45	Year 46	Year 47	Year 48	Year 49	Year 50	Year 51	TOTAL OF
(75-2020)	(2020-21)	(2021-22)	(2022-23)	(2023-24)	(2024-25)	(2025-26)	51 YEARS
\$0	\$0	\$0	\$0	\$0	\$0	\$22,700	\$22,700

MAINTENANCE AND OPERATION BUDGET/AGREEMENT: City of Highland is the M & O Entity.

OTHER PERTINENT INFORMATION: City certifies all requests for reimbursement from CDH contain proof of payment, all supporting documentation for costs incurred and a Monthly Program Progress/Direct Benefit Report for the month being reported.

ACCEPTANCE OF REQUEST TO INITIATE PROJECT/ACTIVITY

I hereby acknowledge the receipt of the Request to Initiate the above Project/Activity and agree to implement the activity described in Attachment B (Project/Activity Description) in accordance with the above Allocation and Balance of Funds Available subject to necessary approvals of the Board of Supervisors. The proposed budget for this project is as follows:

PERSONNEL EXPENSES: \$14,700
CONTRACT SERVICES: \$0
INSURANCE: \$4,000
CONSUMABLE SUPPLIES: \$0

SPACE RENT: \$4,000
RENT/LEASE OR PURCHASE OF
EQUIPMENT: \$0
OTHER: \$0

TOTAL CITY CDBG ALLOCATION AVAILABLE: \$22,700

IMPLEMENTING CITY: **CITY OF HIGHLAND**

DATE: **9/24/25**

SIGNATURE: *Kim Stader*

TITLE: **ASST. CD DIRECTOR**

SAN BERNARDINO COUNTY

Carrie Harmon, Director, Community Development and Housing

DATE

BCA

ATTACHMENT B
Project/Activity Description

ATTACHMENT B - PROJECT/ACTIVITY DESCRIPTION

PROJECT/CASE NUMBER : HIGH-25-1-05A/1219 DATE OF ORIGINAL ISSUE: 7/1/2025
CFDA No. : 14.218 ORIGINAL: X REVISION No.:
TARGET AREA : City of Highland DATE OF REVISION:
PROJECT/ACTIVITY TITLE: Highland: Senior Center Services and Programs
ACTIVITY LOCATION: 3102 East Highland Avenue, Patton, CA 92369
TIME OF PERFORMANCE: July 1, 2025 through June 30, 2026

SUSPENSION AND DEBARMENT: By entering this Contract, the City of Highland certifies that the Highland District Council on Aging (HDCA), including its principals, is not suspended or debarred from participating in federally funded contracts and sub-awards. The City may research the agency's status online at the System for Award Management (SAM) website <https://sam.gov/>

ACTIVITY DESCRIPTION: The City of Highland will contract with HDCA to provide various senior services and programs. Such services and programs will include recreational, social and educational activities. The senior services and programs, hereinafter referred to as, "program or programs", will be provided at the Highland Senior Center, 3102 East Highland Avenue, Patton, CA. San Bernardino County Community Development and Housing Department, hereinafter referred to as CDH, will reimburse the City of Highland in the amount not to exceed the "CDBG Allocation Released" on the Attachment A for the services necessary to implement this program. Federal, state, county and city rules and regulations will apply, including County contract indemnification and insurance requirements: <https://rm.sbcounty.gov/insurance-requirements/>

The HDCA shall sign a contract with the City of Highland addressing the scope of service and the terms and conditions. The contract shall remain in effect when the services are provided for which CDBG funds will be requested for reimbursement. The contract with the HDCA shall comply with requirements listed in 24 CFR 570.503 including Agreements with Subrecipients; Statement of Work; Records and Reports; Program Income; Uniform Administrative Requirements; Other Program Requirements; Conditions for Religious Organizations; Suspension and Termination; Reversion of Assets; and Exhibits 3(a) & 3(b) 1 of 2 and 2 of 2.

In addition, the HDCA shall comply with all applicable regulations listed in the City-County Delegate Agency Agreement, No.14-414, Attachment C, Section IV. City shall maintain monthly program reports and records on the services provided. CDBG funds cannot be used for entertainment, gifts or fund-raising activities. Reimbursement expenditures must be appropriately documented. City shall comply with conflict of interest provisions and shall not exclude any person from funded programs on the grounds of race, sex, creed, color, religion or national origin.

CDBG funds cannot be used to replace other local or state monies to fund essential services typically offered by the City. The City shall certify the eligible use of CDBG funds on Certification of CDBG Funded New or Expanded Service, Exhibit 5. This program is available to low- and moderate-income persons and requires documentation that at least 51% of persons served are from income-qualifying households. In order to document that 51% of the persons served are from income qualifying households, a Beneficiary Qualification Statement, Exhibit 3(a), must be completed for each person that participates in the program. A Spanish version of the Beneficiary Qualification Statement, Exhibit 3(b), can be completed for Spanish speakers who prefer it, however, the County cannot guarantee the accuracy of the translation and CDH cannot be held responsible for any errors. The Beneficiary Qualification Statement will then be used to complete and submit the Monthly Program Progress/Direct Benefit Report, Exhibit 4, to CDH. The Monthly Program Progress/Direct Benefit Reports must be submitted to CDH for each month that CDBG reimbursement is requested. It is anticipated that approximately 1,104 persons will participate in the various programs. A "Unit of Service" is defined as each person attending an outreach and/or program activity, in a given month. The number of clients times the total number of program activities per month will reflect the total units of service which results in the measurable outcome. The measurable outcome will be recorded on Part I: Monthly Program Progress Report, Exhibit 4, and the number of unduplicated first-time clients (persons) who participated in the program during the fiscal year will be recorded on Part II: Direct Benefit Report, Exhibit 4.

The City of Highland understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program. Examples include: construction completed resulting in improved access to services/public facilities/park & recreation/street improvements, etc.

The City of Highland will submit a final request for reimbursement for the program year no later than July 15, 2026. Note: After July 31, 2026, any balance remaining in this project will be reprogrammed.

IMPLEMENTING CITY: CITY OF HIGHLAND

DATE: 9/24/25

SIGNATURE: Kim Stator

TITLE: ASST. CD DIRECTOR

SAN BERNARDINO COUNTY

Carrie Harmon, Director, Community Development and Housing

DATE

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland: Senior Center Services and Programs

PROJECT/CASE NUMBER :

HIGH-25-1-05A/1219

Name/Address of Contract Agency:

Highland District Council on Aging
3102 East Highland Avenue, Patton, CA 92389

Date of Issue:

☒ Original: Beginning 7/1/2025
☐ Amendment No.:

PROJECT/ACTIVITY DESCRIPTION

SERVICES :

The City of Highland will contract with the Highland District Council on Aging (HDCA) to provide senior citizens services and programs. Such programs will include physical fitness, social interaction, nutritional meals, food commodities, education, and assisted transportation, as well as a "free shuttle" service to and from the center for medical appointments, sightseeing trips, and other community events.

UNITS OF SERVICE:

The units of service must be reported on Part I: Monthly Program Progress Report, Exhibit 4. A unit of service is defined as one (1) adult from a low to moderate income household participating in one (1) program activity.

TIME OF PERFORMANCE: July 1, 2025 through June 30, 2026

PROGRAM PARTICIPANT PERFORMANCE STANDARDS:

CDBG Activity: Provide various programs to approximately 1,104 low to moderate-income senior citizens. The scope of the project is presented in the attached Exhibits 1 through 4.

Measurable Outcome: Units of Service, to be reported on Part I: Monthly Program Progress Report, Exhibit 4.

In addition to units of service, HDCA will report unduplicated client counts on Part II: Direct Benefit Report, Exhibit 4.

OPERATIONS:

Services will be provided at the Highland Senior Center: 3102 East Highland Avenue, Patton, CA 92369.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland: Senior Center Services and Programs

PROJECT/CASE NUMBER :

HIGH-25-1-05A/1219

Name/Address of Contract Agency:

Highland District Council on Aging
3102 East Highland Avenue, Patton, CA 92389

Date of Issue:

☒ Original: Beginning 7/1/2025
☐ Amendment No.:

BUDGET SUMMARY

A. Budget Items	Projected Expenses
Personnel	\$192,000
Consultant/Contract Services (Auditing, Accounting or Payroll Services)	\$0
Travel	\$0
Space Rent	\$9,500
Consumable Supplies	\$0
Rental, Lease, or Purchase of Equipment	\$0
Insurance	\$19,000
Other (Utilities, Land-line Phones, Cellular Phones, Internet Service, Postal Services, Security Clearances, Approved Subsidies/Scholarships, Administrative and Indirect Costs)	\$0
Total Budget:	\$220,500
B. Sources of Funding	Amount of Revenue
1. Measure I	\$34,000
2. State Dept of Aging	\$36,000
3. Gas Co & Misc.	\$5,000
4. Membership, advertising, fund raisers	\$122,800
5. *CDBG Share	\$22,700
Total Sources of Funding:	\$220,500

***Project Allocation: \$22,700** (Allocated dollars can only be expended in the open categories listed under subsection A of Budget Summary above.)

Time of Performance: July 1, 2025 through June 30, 2026

Special Instructions or Restrictions:

For programs with multiple funding sources, administrative and indirect costs charged to this grant must be determined using an annually approved Cost Allocation Plan. To be approved by CDH before submittal.

The current standard Internal Revenue Service mileage allowance will be used for reimbursement of authorized costs associated with vehicle operation under this contract.

City will submit a final request for reimbursement for program years no later than July 15, 2026. After July 31, 2026, any balance remaining in this project may be reprogrammed.

COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u>	<u>PROJECT/CASE NUMBER :</u>
Highland: Senior Center Services and Programs	HIGH-25-1-05A/1219

<u>Name/Address of Contract Agency:</u>	<u>Date of Issue:</u>
Highland District Council on Aging	☒ Original: Beginning 7/1/2025
3102 East Highland Avenue, Patton, CA 92389	☐ Amendment No.:

BENEFICIARY QUALIFICATION STATEMENT

This form has the purpose of providing information needed to qualify the use of federal Community Development Block Grant (CDBG) funds for the project/activity described above. This statement must be completed and signed by the person (or legal guardian of the person) requesting to receive benefits from the described project/activity. **Only one statement per person, per fiscal year is required (Fiscal Year begins July 1 and ends June 30).**

Please answer each of the following questions.

1. This question helps you determine the size of your household. For this question a household is a group of related or unrelated persons occupying the same house with at least one member being the head of the household. Renters, roomers, or borders cannot be included as household members.

How many persons are in your household? _____

2. This question asks if you are from a low- and moderate-income household. For this question, a list of the EXTREMELY LOW-INCOME, VERY LOW-INCOME and LOW-INCOME categories* are presented below. Please add up the combined gross annual income of all persons in your household from all sources of income. **In the blanks provided, write (yes) or (no) if your combined gross annual income is equal to or less than the, EXTREMELY LOW-INCOME, VERY LOW-INCOME, or LOW-INCOME amount for the number of persons in your household.**

YES/NO

EXTREMELY LOW-INCOME	_____
VERY LOW-INCOME	_____
LOW-INCOME	_____

	Number of Persons in Your Household							
	1	2	3	4	5	6	7	8
EXTREMELY LOW-INCOME LIMIT (\$)	23,500	26,850	30,200	33,550	37,650	43,150	48,650	54,150
VERY LOW-INCOME LIMIT (\$)	39,200	44,750	50,350	55,950	60,450	64,900	69,400	73,850
LOW-INCOME LIMIT (\$)	62,650	71,600	80,550	89,500	96,700	103,850	111,000	118,150

*FY 2025 Income Limits Summary, released 5/1/2025.

Source: <https://www.huduser.gov/portal/datasets/il/il2025/2025summary.odn>

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland: Senior Center Services and Programs

PROJECT/CASE NUMBER :

HIGH-25-1-05A/1219

Name/Address of Contract Agency:

Highland District Council on Aging

3102 East Highland Avenue, Patton, CA 92389

Date of Issue:

☒ Original: Beginning

7/1/2025

☐ Amendment No.:

3. Please indicate how you identify yourself by checking only one of the following choices:

	Hispanic	Non-Hispanic
White	☐	☐
Black/African American	☐	☐
American Indian/Alaskan Native	☐	☐
Asian	☐	☐
Native Hawaiian/Other Pacific Islander	☐	☐
American Indian/Alaskan Native & White	☐	☐
Asian & White	☐	☐
Black/African American & White	☐	☐
American Indian/Alaskan Native & Black/African American	☐	☐
Balance/Other	☐	☐

4. Please check whether you belong to a Female Headed Household: ☐ YES ☐ NO

5. Please check if the following (limited clientele/presumed benefit sub-categories) applies to you:

☐ I am elderly (age 60 or older).

(Description)

ACKNOWLEDGMENT AND DISCLAIMER

I CERTIFY UNDER PENALTY OF PERJURY THAT INCOME AND HOUSEHOLD STATEMENTS MADE ON THIS FORM ARE TRUE.

NAME : _____ DATE : _____

ADDRESS : _____ CITY : _____ ZIP : _____

SIGNATURE : _____ PHONE : _____

The information you provide on this form is for Community Development Block Grant (CDBG) program purposes only and will be kept confidential.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title: Highland: Senior Center Services and Programs
PROJECT/CASE NUMBER : HIGH-25-1-05A/1219

Name/Address of Contract Agency: Highland District Council on Aging
 3102 East Highland Avenue, Patton, CA 92389
Date of Issue: ☒ Original: Beginning 7/1/2025
☐ Amendment No.:

ARACIÓN DE LA CALIFICACIÓN DEL BENEFICIARIO

Esta forma tiene el propósito de proporcionar la información necesaria para calificar el uso de los fondos federales del bloque del desarrollo de la comunidad (CDBG) para el proyecto/actividad descrito arriba. Esta declaración se debe llenar y firmar por la persona (o la tutela legal de la persona) que solicita para recibir beneficios del proyecto/actividad descrito. Solamente una declaración por persona, por año se requiere.

Conteste por favor a cada una de las preguntas siguientes.

1. Esta pregunta le ayuda a determinar el tamaño de su casa. En esta pregunta un hogar es un grupo de personas relacionadas o sin relación que ocupan la misma casa por lo menos con un miembro que es la cabeza de la casa. Los inquilinos no se pueden incluir como miembros de la casa.

¿Cuántas personas viven en su casa? _____

2. Esta pregunta explica si usted es de un hogar de ingresos bajos y moderados. Para esta pregunta, la lista de categorías de INGRESOS-ESTREMADO BAJOS, INGRESO-BAJOS *se presenta abajo. Sume por favor para arriba los ingresos brutos anuales combinados de todas las personas en su hogar y de todas las fuentes de los ingresos. En el espacio en blanco, escriba (sí) o (no) si su ingreso anual grueso combinado es igual o menos que la cantidad de INGRESOS-ESTREMADO BAJOS, INGRESOS-MUY BAJOS, INGRESO-BAJOS para el número de personas en su casa.

Sí/No

INGRESOS-ESTREMADO BAJOS _____

INGRESOS-MUY BAJOS _____

INGRESO-BAJOS _____

	Numero de Personas en su Hogar							
	1	2	3	4	5	6	7	8
INGRESOS-ESTREMADO BAJOS (\$)	23,500	26,850	30,200	33,550	37,650	43,150	48,650	54,150
INGRESOS-MUY BAJOS (\$)	39,200	44,750	50,350	55,950	60,450	64,900	69,400	73,850
INGRESO-BAJOS (\$)	62,650	71,600	80,550	89,500	96,700	103,850	111,000	118,150

* Tomado de FY 2025 Resumen Límites de Ingresos: <https://www.huduser.gov/portal/datasets/il/il2024/2024summary.odn>

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland: Senior Center Services and Programs

PROJECT/CASE NUMBER :

HIGH-25-1-05A/1219

Name/Address of Contract Agency:

Highland District Council on Aging
3102 East Highland Avenue, Patton, CA 92389

Date of Issue:

☒ Original: Beginning 7/1/2025
☐ Amendment No.:

3. Indique por favor cómo se identifica usted, marcando solamente una de las opciones siguientes:

	Hispano	No-Hispano
Blanco	☐	☐
Negro/Afro Americano	☐	☐
Indio Americano/Nativo de Alaska	☐	☐
Asiático	☐	☐
Nativo Hawaiano/Otra Isla del Pacífico	☐	☐
Indio Americano/Nativo de Alaska & Blanco	☐	☐
Asiático & Blanco	☐	☐
Negro/Afro Americano & Blanco	☐	☐
Indio Americano/Nativo de Alaska & Negro/Afro Americano	☐	☐
Balance/Otro	☐	☐

4. Marque por favor si usted pertenece a un hogar encabezado femenino: ☐ Sí ☐ No

5. Seleccione si la categoría de elegibilidad le aplica a usted:

☐ persona mayor (60 años o más)

(Description)

RECONOCIMIENTO Y NEGACIÓN

CERTIFICO BAJO PENA DE PERJURIO QUE LAS DECLARACIONES HECHAS EN ESTA FORMA, ACERCA DE LOS INGRESOS Y DE LAS CUENTAS DE LA CASA SON VERDADERAS.

NOMBRE: _____ FECHA: _____

DOMICILIO: _____ CIUDAD : _____ CODIGO : _____

FIRMA : _____ TELEFONO : _____

La información que usted proporciona en esta forma es para los propósitos del programa de fondos del bloque del desarrollo de la comunidad (CDBG) solamente y será mantenida confidencial.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland: Senior Center Services and Programs	<u>PROJECT/CASE NUMBER :</u> HIGH-25-1-05A/1219
--	--

<u>Name/Address of Contract Agency:</u> Highland District Council on Aging 3102 East Highland Avenue, Patton, CA 92389	<u>Date of Issue:</u> <u>X</u> Original: Beginning 7/1/2025 Amendment No.:
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MONTHLY PROGRAM PROGRESS AND DIRECT BENEFIT REPORT For the Month of _____, 20____

PART I: MONTHLY PROGRAM PROGRESS REPORT

A. Units of Service Provided and Description

In the space provided under each type of service listed below, summarize what your program has accomplished during this month. Include location, number of persons served, services/benefits provided, and a description of the clients served. Also report the number of "Units of Service" provided, as defined in the Project/Activity Description (Exhibit 1 of the agreement). Attach additional pages if needed.

Type of Service:	Anticipated Units of Service	
	Goal/Mo.: 92	Actual/Mo.:
	A unit of service is the number of times a client has been assisted or attended a class or program.	

B. Monthly Beneficiary Count (may include individual persons previously counted during this grant/program year)

Total number of beneficiaries (clients/participants) served this month:

Number of Persons _____

PART II: DIRECT BENEFIT REPORT

forms)

Enter the number of first-time program beneficiaries directly assisted this month

Count only as: Individual Persons

Extremely Low-Income: _____ + Very Low-Income: _____ + Low-Income: _____
= **All Beneficiaries:**

<i>Racial Identity Categories</i>	Hispanic (a)	Non- Hispanic (b)	Hispanic (c)	Non- Hispanic (d)
White	_____	_____	American Indian/Alaskan Native & White	_____
Black/African American	_____	_____	Asian & White	_____
American Indian/Alaskan Native	_____	_____	Black/African American & White	_____
Asian	_____	_____	Amer. Indian/Alaskan Native & African Amer.	_____
Native Hawaiian/Other Pacific Islander	_____	_____	Balance/Other	_____

Total of Racial Identity Categories: Add columns (a)+(b)+(c)+(d) from above. Match to "All Beneficiaries" total above:

Female Headed Households : _____

Signed : _____ Title : _____ Date : _____

Printed Name: _____ Telephone No./Ext. _____

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland: Senior Center Services and Programs

PROJECT/CASE NUMBER :

HIGH-25-1-05A/1219

Name/Address of Contract Agency:

Highland District Council on Aging
3102 East Highland Avenue, Patton, CA 923

Date of Issue:

X Original: Beginning 7/1/2025
 Amendment No.:

CERTIFICATION OF CDBG FUNDED NEW OR EXPANDED SERVICE

The City of Highland certifies that the public service project described in these Attachments A & B and associated Exhibits is either:

☐

A New Public Service

A new public service is defined as a new service to your community which has not been previously funded through city funds.

OR

☒

An Expanded Service

An expanded public service is defined as a quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf through State or local government funds in the 12 months preceding the CDBG contract year.

Describe the expansion of the public service:

☒

This expanded public service will result in an increase of 2% above the level which has been previously provided by or on behalf of the City of Highland

OR

☐

This expanded public service will increase the scope of the service by adding (describe added or expanded activities) to a public service which has been previously provided by or on behalf of the City of...

This City of Highland certifies that the implementing organization:

☒

Is a unit of local government (incorporated city, township, County department or district, community services district, school district, etc.), or a private non-profit entity incorporated in the State of California with "active" status; and,

☒

Is conferred tax-exempt status by the Internal Revenue Service, pursuant to Section 501(c)(3) of the Internal Revenue Code; and,

☒

Is not suspended or debarred from participating in federally funded contracts and sub awards.

☒

Is registered in the System for Awards management (SAM).

SIGNATURE:

Kim Stater

DATE:

9/24/25

NAME:

KIM STATER

TITLE:

Asst. CD DIRECTOR



Staff Report

to the City Council

Agenda
Item
No.10.

Date: October 14, 2025

From: Carlos Zamano, City Manager

Reviewed By: Lawrence Mainez, Community Development Director

Prepared By: Kim Stater, Assistant Community Development Director

Subject: Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and Central Little League to Provide Youth Baseball and Softball Programs

Recommendation:

Approve the Contract and authorize execution by the Assistant Community Development Director.

Fiscal Impact:

The City of Highland participates as a 'Joint-Applicant' with the County of San Bernardino to receive CDBG funding from the US Department of Housing and Urban Development (HUD). In Fiscal Year 2025/2026, Highland will receive an allocation of approximately \$378,381.

On December 10, 2024, the City Council held a public hearing to prioritize projects. Central Little League was allocated \$14,000. The County, through the CDBG Program, will reimburse all City expenditures used to support the approved Central Little League program.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

HUD requires the City to enter into a contract with Central Little League prior to disbursement of funds. The purpose of the contract is to address the scope of services, terms, and conditions including records, reporting, program income, and other prescribed items.

Attachments:

1. Subrecipient Contract

ATTACHMENT 1
Subrecipient Contract

SUBRECIPIENT CONTRACT

This Contract is made and entered into, by and between the City of Highland, hereinafter referred to as "CITY", and Central Little League, a non-profit organization, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, CITY has entered into a Contract with the County of San Bernardino Department of Community Development and Housing, hereinafter referred to as "CDH", to execute the CITY's Community Development Block Grant (CDBG) program under the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT"; and,

WHEREAS, CONTRACTOR desires to participate in the CITY's CDBG program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide youth baseball and softball programs; and,

WHEREAS, on December 10, 2024, the Highland City Council held Public Hearing to allocate the City's Community Development Block Grant Funds for Fiscal Year 2025-2026. During the hearing, the City allocated \$14,000.00 of CDBG funds to provide financial assistance in the form of registration scholarships to youth to participate in baseball and softball programs in the City of Highland.

WHEREAS, CITY and CDH entered into an agreement with respect to CITY's allocation of CDBG funds to Central Little League. A copy of this agreement is included as Attachment A and B and is incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. SCOPE OF SERVICES

A full description of the services provided in this Contract is contained in Attachment B, PROJECT/ACTIVITY DESCRIPTION.

All beneficiaries of the program services shall be low- and moderate-income persons or households, as defined in Section 20, BENEFICIARY QUALIFICATION.

2. TIME OF PERFORMANCE

Said services of CONTRACTOR shall commence July 1, 2025, and shall be completed no later than May 30, 2026.

3. COMPENSATION AND METHOD OF PAYMENT

For performance of such services, CITY shall provide CDBG funds not to exceed \$14,000.00. This payment shall constitute full and complete compensation for CONTRACTOR's services under this Contract. For the purpose of this Contract, CITY shall disburse compensation and monitor CONTRACTOR's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of payments to CONTRACTOR shall be made by monthly reimbursements, contingent upon CITY's receipt of a monthly summary statement for each previous month's expenditures which conforms to the BUDGET SUMMARY as detailed in Exhibit 2 of Attachment B. Monthly expenditure reports shall be documented with "audit ready" supportive evidence of

each expenditure and proof of payment, in accordance with United States of America Department of Housing and Urban Development, hereinafter referred to as "HUD" regulations. Reimbursements shall be limited to the total approved, properly documented expenditures. Monthly reimbursements shall be evenly amortized over the remaining term of this Contract unless otherwise approved by CDH. All reimbursement requests must be submitted no later than 30 days after the expiration of this Contract. Requests received after said 30-day period shall be considered non-compliant and not eligible for reimbursement under the terms of this Contract. CONTRACTOR shall submit a final request for reimbursement for the program year no later than June 15, 2026. Any balance remaining on this project after that date will be reprogrammed.

CONTRACTOR must submit to CITY said monthly expenditure reports by the 10th day of every calendar month regardless of expenditure amount. After receipt by CITY of each properly documented expenditure report, CITY will draw a warrant in favor of CONTRACTOR for the approved expenditure amount. Submittal of an expenditure report after the 10th day of the month, in which payment is requested, will cause unavoidable delays in payment processing.

4. BUDGET SECTION

There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or the Activity Description (Attachment B) without written approval by the CITY and CDH.

5. USE OF FUNDS

Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, or as loans for non-program activities.

6. BUDGET MODIFICATIONS

The City's Community Development Director may grant budget modifications to this Contract for the movement of funds within the budget categories identified in Attachment B, BUDGET SUMMARY, when such modifications:

- a. Exceed 15% of the originally approved amount of one or more budget cost categories and does not exceed \$10,000 per budget cost category;
- b. Are specifically requested by CONTRACTOR;
- c. Do not alter the total amount of compensation pursuant to this Contract;
- d. Will not change the project goals or scope of services;
- e. Are in the best interests of CITY and CONTRACTOR in performing said services; and,
- f. Related to salaries, are in accordance with applicable salary ordinances or laws.

7. CHANGES IN GRANT ALLOCATION

CITY reserves the right to reduce the grant allocation when CITY's fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendments.

8. REVENUE DISCLOSURE REQUIREMENT

By its execution of this Contract, CONTRACTOR certifies that it has previously filed with CITY, a written statement listing all revenue received, or expected to be received, by CONTRACTOR from federal, state, or county sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the

name and a description of such project or business activity, the dollar amount of funding provided, or to be provided, by each and every agency to each such project or business activity, and the full name and address of each such agency. During the term of this Contract, CONTRACTOR shall prepare and file a similar written statement each time it receives funding from any agency, which is in addition to that revenue disclosed in CONTRACTOR's initial revenue disclosure statement hereunder. Such statement shall be filed with CITY within 15 calendar days following receipt of such additional funding. CONTRACTOR shall make available for inspection and audit to CITY representatives, upon request, at any time during the duration of this Contract and during a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through CITY. All such books and records shall be maintained by CONTRACTOR at a location in San Bernardino County. Failure of CONTRACTOR to comply with the requirements of this section of the Contract shall constitute a material breach of Contract upon which CITY may cancel, terminate, or suspend this Contract.

9. JOINT FUNDING

For programs in which there are sources of funds in addition to CDBG funds, CONTRACTOR shall provide proof of such funding. CITY shall not pay for any services provided by CONTRACTOR, which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting applies to the total program regardless of funding sources.

10. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by CONTRACTOR as a result of the activity funded under the terms of this Contract. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. CONTRACTOR shall retain the use of program income by returning program income to CITY and requesting project budget increases for activities authorized under this Contract. Program income shall be returned to CITY within 30 days after: a) disposition or sale of real or personal property occurs or; b) cumulative program income reaches increments of \$1,000; or c) the end of each fiscal year, whichever occurs first. CONTRACTOR shall include in the reports required by Section 21, PROGRAM REPORTING AND RETENTION OF RECORDS, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by CITY to CONTRACTOR shall be spent by CONTRACTOR on only those costs authorized under this Contract. All provisions of this Contract shall apply to said use of program income. CONTRACTOR shall account for the receipt and use of program income in such a way that program income is spent on authorized activities before additional CDBG funds are spent.

Any program income on-hand, when this Contract expires or received after such expiration, shall be paid to CITY.

11. FISCAL LIMITATIONS

While not presently anticipated, HUD may, in the future, place programmatic or fiscal limitation(s) on CITY CDBG funds. Accordingly, CITY reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. In the event of funding reduction, CITY may reduce the budget of this Contract as a whole or as to a particular cost category, may limit the rate of CONTRACTOR's authority to commit and spend funds, or may restrict CONTRACTOR's use of both its uncommitted and its unspent funds. Where HUD has directed or requested CITY to implement a reduction in funding, in whole or as to a cost category, with

respect to funding for this Contract, CDH may implement and effect such a reduction and request the revision of the Contract for such purpose. Where CITY has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of CONTRACTOR, CITY may act to suspend the operation of this Contract for up to 60 days upon three days notice to CONTRACTOR of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by CITY affect expenditures and legally binding commitments made by CONTRACTOR before it receives notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

12. NON-EXPENDABLE PROPERTY

A record shall be maintained for each item of non-expendable property acquired for this program with CDBG funds. This record shall be provided to CITY upon request. Non-expendable property shall include tangible personal property, including but not limited to office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of non-expendable property. Any utilization of funds derived from the sale or disposition of non-expendable property must have prior approval of CITY and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, CITY reserves the right to determine the final disposition of said non-expendable property acquired for this program with CDBG funds, including funds derived therefrom. Said disposition may include CITY taking possession of and title to said non-expendable property. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

13. EXPENDABLE PERSONAL PROPERTY

Expendable personal property refers to all tangible personal property other than non-expendable personal property. All purchases of expendable personal property with a unit value of \$1,000 or more per unit must have the prior written approval of the CDH Director, or his designee.

14. PURCHASE OR LEASE OF NON-EXPENDABLE PROPERTY OR EQUIPMENT

CONTRACTOR shall obtain at least three comparable price quotes and receive CDH approval of the item(s) selected prior to purchasing or leasing any non-expendable personal property or equipment over \$1,000 in unit value and having a life expectancy of more than one year. Such property shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by CONTRACTOR. This inventory shall be provided to CITY upon request.

CONTRACTOR shall obtain written approval from CITY prior to selling or disposing of any non-expendable property or equipment. Any proceeds generated from the sale of such property or equipment shall be subject to the provisions of Section 10, PROGRAM INCOME.

15. ACQUISITION OF SUPPLIES AND EQUIPMENT

CONTRACTOR may purchase non-expendable personal property or equipment from a related agency/organization only if: (a) prior authorization is obtained in writing from CITY, (b) charges do not exceed the authorized amount and minimum written specifications are met, (c) a community related benefit is derived from such CONTRACTOR related acquisition, and (d) no conflict of interest for private gain accrues to CONTRACTOR or its employees, agents or officers. CONTRACTOR shall adhere to all applicable procurement standards of 2 CFR Part 200.317–200.327 in the acquisition of supplies and equipment. CONTRACTOR shall submit documentation of the cost and price analysis required in 2 CFR 200.324 for approval prior to procuring non-expendable property or equipment.

CITY reserves the right to disallow any purchase from any vendor of supplies, equipment, non-expendable property or expendable property which is purchased in whole or in part with funds provided by this Contract. CONTRACTOR may seek prior approval of CITY for any such expenditures and prior approval, which is granted shall be binding on CITY unless such expenditure violates federal law or regulations or is disallowed by HUD.

16. PURCHASE DEADLINES

Purchase of equipment or property must be completed before the last three months of the initial performance period and all equipment bills shall be paid before the last two months of this period. No expendable or non-expendable property or equipment shall be purchased during the final three months of the initial performance period unless approved by CITY in writing.

17. TRAVEL AND CONFERENCE RESTRICTIONS

CONTRACTOR certifies and agrees that travel and conference expenses for persons other than employees of CONTRACTOR, will not be paid by funds provided through this Contract. No travel expenses for out-of-state travel shall be included in this Contract unless specifically listed in the BUDGET SUMMARY, Exhibit 2 of Attachment B, which is attached and incorporated herein. CONTRACTOR further agrees that any travel expense incurred by CONTRACTOR, which is not listed in the BUDGET SUMMARY shall not be paid by funds provided through this Contract unless prior written approval of the CDH Director has been obtained.

18. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

19. MONITORING

CITY Community Development Director or their designee will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of CITY, CDH and HUD shall have the right of access to all activities and facilities operated by CONTRACTOR under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. CONTRACTOR will permit on-site inspection by CITY, CDH and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgment of CITY and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

20. BENEFICIARY QUALIFICATION

Persons qualifying for program services on the basis of income, hereinafter referred to as BENEFICIARIES, shall have an annual household gross income equal to or less than the U.S. Department of Housing and Urban Development (HUD) Section 8 (of the United States Housing Act of 1937) Income Limits. HUD Section 8 Income Limits for the Riverside-San Bernardino-Ontario, CA MSA, define the maximum annual household gross income for low- and moderate-income households. CONTRACTOR is responsible for obtaining from CITY the said current applicable HUD Section 8 Income Limits for each year of the Contract term identified in Section 2, TIME OF PERFORMANCE.

Under CDBG regulations, the following clientele categories are presumed to be low- and moderate-income persons and can qualify for service regardless of income: abused children; battered spouses; elderly persons (60 and older); severely disabled adults, homeless persons; illiterate adults; persons living with AIDS, and migrant farm workers. CONTRACTOR shall document the household income of all BENEFICIARIES, by obtaining completed copies of the "BENEFICIARY QUALIFICATION STATEMENT", Exhibit 3(a). A Spanish language version of the BENEFICIARY QUALIFICATION STATEMENT, Exhibit 3(b), 2 pages, is attached for convenience, but the CITY cannot guarantee the accuracy of the translation and the CITY cannot be held responsible for any errors. CONTRACTOR shall retain these forms for five (5) years after conclusion of this Contract.

21. PROGRAM REPORTING AND RETENTION OF RECORDS

CONTRACTOR agrees to prepare and submit financial, program progress, and other reports as required by HUD, CDH, or CITY directives. CONTRACTOR shall maintain such program, property, personnel, financial, statistical and other records, supporting documents, and accounts as are considered necessary by HUD, CDH or CITY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by CONTRACTOR for a minimum of five (5) years. The retention period starts from the date the CITY submits its annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the service under the terms of this contract is reported on for the final time. Said CITY submission will follow CONTRACTOR's final submission to CITY of reports identified under this paragraph. Records and accounts subject to litigation or audit must be maintained for five (5) years or until the issue is resolved, whichever is longer. Records that pertain to real estate transactions must be maintained for five (5) years or the number of years there is an outstanding obligation, whichever is longer. The starting date for retention of records on CDBG-purchased equipment begins at the end of the equipment's use, when it is disposed of or transferred. The retention period for records relating to program income begins on the last date of CITY's fiscal year in which the income is earned. All CONTRACTOR's records, with the exception of confidential client information, shall be made available to representatives of CITY and the appropriate federal agencies. CONTRACTOR is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by the CDH Director or his designee. By the 10th day of each month, CONTRACTOR shall submit to CITY a completed MONTHLY PROGRAM PROGRESS REPORT, for the month being reported, and in addition, CONTRACTOR will complete the COMMUNITY BENEFIT REPORT, to report the amount of funds expended, which benefit the residents of the communities that funded this project. CONTRACTOR shall also provide the DIRECT BENEFIT REPORT, as necessary for completion of the Annual Grantee Performance Report.

22. ACCOUNTING

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with HUD directives and Generally Accepted Accounting Principles.

23. AUDITS

CONTRACTOR is required to arrange for an independent financial audit performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards. Said audit shall be conducted for the term of this Contract. When CONTRACTOR receives \$500,000 or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with Uniform Guidance at 2 CFR Part 200.500 to 200.521 Audit Requirements.

CONTRACTOR shall submit a copy of the audit report to CITY within nine months after the end of the audit period. Within 30 days of the submittal of said audit report, CONTRACTOR shall provide to CITY a written response to any concerns or findings identified in said audit report. The

response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six months after receipt of the audit report.

CITY, CDH, or any state or federal agency, may make additional audits or reviews, as necessary, to carry out CONTRACTOR's obligations under this Section under city, county, state or federal laws and regulations. CONTRACTOR agrees to cooperate fully with all persons conducting said additional audits or reviews. CITY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of CONTRACTOR. If indications of misappropriation or misapplication of the funds of this Contract cause CITY to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget.

Should CITY subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. CONTRACTOR shall reimburse all misappropriation or misapplication of funds to CITY. In the event CITY uses the judicial system to recover misappropriated or misapplied funds, CONTRACTOR shall reimburse CITY legal fees and court costs in addition to awards.

24. ASSIGNMENT

This Contract is not assignable by CONTRACTOR without the express written consent of CITY. Any attempt by CONTRACTOR to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

25. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving a 30-day notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 2 CFR Part 200.340, Termination for Convenience. CITY is hereby empowered to give said notice subject to ratification by the Highland City Council.

CITY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If CONTRACTOR materially fails to comply with any term of this Contract, CITY may take one or more of the actions provided under federal regulation at 2 CFR Part 200.339, Enforcement, which includes temporarily withholding payments, disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, and other remedies that are legally available. In such an event, CONTRACTOR shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract, to the date of said termination to the extent that CDBG funds are available from HUD.

26. REVERSION OF ASSETS

Upon Contract termination, CONTRACTOR shall transfer to CITY all CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

All real property acquired or improved in whole or in part with CDBG funds under this Contract must continue in the use that provides the service benefits and national objectives for which it was funded, or it must be disposed of in a manner resulting in a reimbursement to CITY in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property.

27. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in independent capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

28. CONTRACT COMPLIANCE

In addition, CONTRACTOR shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

CONTRACTOR shall comply with Executive Orders 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107, (Equal Employment Opportunity), Executive Orders 11625, 12138, 12432, 12250, and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, and other applicable federal, state, county, and city laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any services. Contractor shall immediately notify the City of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

29. DISCRIMINATION

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

30. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

CONTRACTOR agrees that it will not engage in inherently religious activities, such as worship, religious instruction or proselytizing, as part of the activities funded under this Contract. Further, CONTRACTOR agrees that it will not perform or permit political activities in connection with the performance of this Contract. Funds made available under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities. If CONTRACTOR conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the CDBG-funded program services.

31. CONFLICT OF INTEREST

CONTRACTOR shall comply with all applicable federal and state laws, regulations and policies governing Conflict of Interest, including state Conflict of Interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., federal Conflict of Interest regulations found in 24 CFR 570.611, 2 CFR Part 200.112–200.113, and any other applicable policies, rules and regulations related to Conflict of Interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of CONTRACTOR, who exercises any functions or responsibilities with respect to CDBG-funded activities identified in this Contract and who is in a position to participate in a decision making process or gain inside information with regard to activities identified in this Contract, may not obtain a financial interest or benefit from the CDBG-assisted activities identified in this Contract or any related contract, subcontract, or agreement, either for themselves, an immediate family member or business partner, during his/her tenure. CONTRACTOR shall maintain written standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

32. INTENTIONALLY OMITTED

33. HUD HOLD HARMLESS

CONTRACTOR shall indemnify, defend and hold harmless CITY and CDH against any liability, claims, losses, demands, and actions incurred by CITY or CDH as a result of the determination by HUD or its successor that activities undertaken by CONTRACTOR under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CONTRACTOR under this Contract were improperly expended.

34. INDEMNIFICATION

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

35. INSURANCE REQUIREMENTS

CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits per accident for bodily injury or disease covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this contract.

If CONTRACTOR has no employees, it may certify or warrant to the CITY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the CITY's Director of Administrative Services.

With respect to contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- Commercial/General Liability Insurance - CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - (a) Premises operations and mobile equipment.
 - (b) Products and completed operations.
 - (c) Broad form property damage (including completed operations).
 - (d) Personal injury.
 - (e) Contractual liability.
 - (f) \$2,000,000 general aggregate limit.

General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, CG 20 39 (not allowed from subcontractors), or CG 20 40.

- Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If CONTRACTOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- Higher Limits - If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- Additional Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the CITY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the CITY to vicarious liability but shall allow coverage for the CITY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- Waiver of Subrogation Rights - CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the Contractor, its employees, agents and subcontractors.
- Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the CITY.
- Severability of Interests - CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and the CITY or between the CITY and any other insured or additional insured under the policy.
- Acceptability of Insurance Carrier - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide Rating of "A-VII".
- Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- Primary Coverage - For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

- Failure to Procure Coverage - In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the CITY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the CITY will be promptly reimbursed by CONTRACTOR or CITY payments to CONTRACTOR will be reduced to pay for CITY -purchased insurance.

- Notice of Cancellation - CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance.
- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to 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 named insured or CITY.
- Subcontractors - CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that CITY is an additional insured on insurance required from subcontractors.
- Special Risks or Circumstances - 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.

36. PROOF OF COVERAGE

Consultant shall furnish Certificates of Insurance to the City's Community Department administering the Contract evidencing the insurance coverage at the time the Contract is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the CITY, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

37. INSURANCE REVIEW

Insurance requirements are subject to periodic review by the CITY. The Director of Administrative Services or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever CITY determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the CITY.

In addition, if the Director of Administrative Services determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the CITY, inflation, or any other item reasonably related to the CITY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the CITY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the CITY.

38. Intentionally Omitted

39. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570; and Uniform Guidance at 2 CFR Part 200.

Note:

Uniform Guidance for Federal Awards - 2 CFR Part 200 (Uniform Guidance for Federal Awards | U.S. Department of Labor (dol.gov))

To deliver on the promise of a 21st-Century government that is more efficient, effective and transparent, the Office of Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These modifications are a key component of a larger Federal effort to more effectively focus Federal resources on improving performance and outcomes while ensuring the financial integrity of taxpayer dollars in partnership with non-Federal stakeholders. This guidance provides a government-wide framework for grants management which will be complemented by additional efforts to strengthen program outcomes through innovative and effective use of grant-making models, performance metrics, and evaluation. This reform of OMB guidance will reduce administrative burden for non-Federal entities receiving Federal awards while reducing the risk of waste, fraud and abuse.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200 supersedes and streamlines requirements found in eight separate OMB Circulars that are identified below:

- Administrative Requirements: OMB Circulars A-89, A-102 (29 CFR part 97), and A-110 (29 CFR Part 95)
- Cost Principles: OMB Circulars A-21 (2 CFR Parts 215 and 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230)
- Audit Requirements: OMB Circulars A-50 and A-133 (29 CFR Parts 96 and 99)

40. SUSPENSION AND DEBARMENT

By entering this Contract, CONTRACTOR certifies that CONTRACTOR, including its principals, is not suspended or debarred from participating in federally funded contracts and sub-awards.

41. AMENDMENTS: VARIATIONS

This writing with attachments, embodies the whole of this Contract of the parties hereto. There are no oral agreements contained herein. Except as herein provided, additions or variations of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

42. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

City of Highland
27215 Base Line
Highland, CA 92346
Attn: Asst. Community Dev. Dir.

Central Little League
7717 Church Avenue, #100
Highland, CA 92346
Attn: Michelle Williamson

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by the City of Highland, as of the day and year written below.

CITY OF HIGHLAND

By: _____
Kim Stater, Asst. Community Dev. Dir.

Dated: _____

CENTRAL LITTLE LEAGUE

By: _____
Michelle Williamson, President

Dated: 9/24/25

Federal ID Number or Social Security
Number: 52-1234775

ATTACHMENT A
Request to Initiate Project / Activity

ATTACHMENT A- REQUEST TO INITIATE PROJECT/ACTIVITY

PROJECT/CASE NUMBER: HIGH-25-2-05D/2620

DATE OF ORIGINAL ISSUE: **7/1/2025**

CFDA No: 14.218

ORIGINAL: X

REVISION No.:

TARGET AREA: City of Highland

DATE OF REVISION:

WBSE CODE: 50.60.0023.09.25

Pursuant to the terms of the Delegate Agency Agreement originally executed on 7/8/2014, (and most current renewal date 3/6/2023) between Community Development and Housing (CDH), and the City of Highland, CDH hereby requests that the following project/activity be initiated. There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or in the Activity Description (Attachment B) without written approval. The parties shall be entitled to sign and transmit an electronic signature of this Attachment A & B (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein.

PROJECT/ACTIVITY TITLE: Highland: Youth Recreation - Central Little League

ACTIVITY LOCATION: 7793 Central Ave., Highland, CA 92346

TOTAL PROJECT FUNDING: \$14,000

CITY CDBG ALLOCATION RELEASED: \$14,000

CITY CDBG FUNDS PROJECTED TO BE EXPENDED AS OF **6/30/2025**: \$0

BALANCE OF FUNDS AVAILABLE: \$14,000

DATE OF RELEASE OF FUNDS : **7/1/2025**

SCHEDULE OF CDBG ALLOCATION:

Year 1-45	Year 46	Year 47	Year 48	Year 49	Year 50	Year 51	TOTAL OF
(75-2020)	(2020-21)	(2021-22)	(2022-23)	(2023-24)	(2024-25)	B25UC060503 (2025-26)	51 YEARS
\$0	\$0	\$0	\$0	\$0	\$0	\$14,000	\$14,000

MAINTENANCE AND OPERATION BUDGET/AGREEMENT: City of Highland

OTHER PERTINENT INFORMATION: City certifies all requests for reimbursement from CDH contain proof of payment, all supporting documentation for costs incurred July 1, 2025 and May 30, 2026 and an Exhibit 4, Monthly Program Progress and Direct Benefit Report as well as a RRForm as a cover for each of the eleven months (or less). Expenditures will be made in a timely manner.

ACCEPTANCE OF REQUEST TO INITIATE PROJECT/ACTIVITY

I hereby acknowledge the receipt of the Request to Initiate the above Project/Activity and agree to implement the activity described in Attachment B (Project/Activity Description) in accordance with the above Allocation and Balance of Funds Available subject to necessary approvals of the Board of Supervisors. The proposed budget for this project is as follows:

CONSULTANT SERVICES:	\$0	SPACE RENT:	\$0
CONTRACT SERVICES:	\$0	RENT/LEASE OR PURCHASE OF	
PERSONNEL EXPENSES:	\$0	EQUIPMENT:	\$0
CONSUMABLE SUPPLIES:	\$0	OTHER (SCHOLARSHIPS):	\$14,000
TOTAL CITY CDBG ALLOCATION AVAILABLE:		\$14,000	

IMPLEMENTING CITY: CITY OF HIGHLAND

DATE: 9/24/25

SIGNATURE: 

TITLE: ASST. CD DIRECTOR

SAN BERNARDINO COUNTY

Carrie Harmon, Director, Community Development and Housing

DATE: _____

BCA

ATTACHMENT B
Project/Activity Description

ATTACHMENT B - PROJECT/ACTIVITY DESCRIPTION

PROJECT/CASE NUMBER : HIGH-25-2-05D/2620 DATE OF ORIGINAL ISSUE: 7/1/2025
CFDA No. : 14.218 ORIGINAL: X REVISION No.:
TARGET AREA : City of Highland DATE OF REVISION:
PROJECT/ACTIVITY TITLE: Highland: Youth Recreation - Central Little League
ACTIVITY LOCATION: 7793 Central Ave., Highland, CA 92346
TIME OF PERFORMANCE: July 1, 2025 through May 30, 2026

SUSPENSION AND DEBARMENT: By entering this Contract, the City of Highland certifies that the Central Little League, including its principals, is not suspended or debarred from participating in federally funded contracts and sub-awards. The City may research the agency's status online at the System for Award Management (SAM) website <https://sam.gov/>.

ACTIVITY DESCRIPTION: The City of Highland will contract with Central Little League to provide baseball and softball scholarship programs to include recreational and educational activities for youth from low-and moderate-income households. The programs will be provided at 7793 Central Ave., Highland CA. San Bernardino County Department of Community Development and Housing, herein after referred to as CDH, will reimburse the City of Highland in the amount not to exceed the "CDBG Allocation Released" on the Attachment A for the services necessary to implement this program. Federal, state, county and city rules and regulations will apply, **including County contract indemnification and insurance requirements: <https://rm.sbcounty.gov/insurance-requirements/>.**

Central Little League shall sign a contract with the City of Highland addressing the scope of service and the terms and conditions. The contract shall remain in effect during the period that the services are provided for which CDBG funds will be requested for reimbursement. The contract with Central Little League shall comply with requirements listed in 24 CFR 570.503 including: Agreements with Subrecipients; Statement of Work; Records and Reports; Program Income; Uniform Administrative Requirements; Other Program Requirements; Conditions for Religious Organizations; Suspension and Termination; Reversion of Assets; and Exhibits 3(a) & 3(b) 1 of 2 and 2 of 2.

In addition, the Central Little League shall comply with all applicable regulations listed in the City-County Delegate Agency Agreement, No. 14-414, Attachment C, Section IV. City shall maintain monthly program reports and records on the services provided. CDBG funds cannot be used for entertainment, gifts or fund-raising activities. Reimbursement expenditures must be appropriately documented. City shall comply with conflict of interest provisions and shall not exclude any person from funded programs on the grounds of race, sex, creed, color, religion or national origin.

CDBG funds cannot be used to replace other local or state monies to fund essential services typically offered by the City. The City shall certify the eligible use of CDBG funds on Certification of CDBG Funded New or Expanded Service, Exhibit 5. This program is available to low- and moderate-income persons and requires documentation that at least 51% of the persons served are from income-qualifying households. **In order to document that 51% of the persons served are from income-qualifying households, a Beneficiary Qualification Statement, Exhibit 3(a), must be completed for each household that participates in the program.** A Spanish version of the Beneficiary Qualification Statement, Exhibit 3(b), can be completed for Spanish speakers who prefer it, however, the County cannot guarantee the accuracy of the translation and CDH cannot be held responsible for any errors. **The Beneficiary Qualification Statement will then be used to complete and submit the Monthly Program Progress/Direct Benefit Report, Exhibit 4, to CDH. The Monthly Program Progress/Direct Benefit Reports must be submitted to CDH for each month that CDBG reimbursement is requested.** It is anticipated that a total of approximately 100 youth will participate in the recreational programs. A "Unit of Service" is defined as each person receiving a scholarship in a given month. The number of clients times the total number of program activities per month will reflect the total units of service which results in the measurable outcome. The measurable outcome will be recorded on Part I: Monthly Program Progress Report, Exhibit 4, and the number of unduplicated first-time clients (persons) who participated in the program during the fiscal year will be recorded on Part II: Direct Benefit Report, Exhibit 4.

The City of Highland understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program. Examples include: construction completed resulting in improved access to services/public facilities/park & recreation/street improvements, etc.

The City of Highland will submit a final request for reimbursement for the program year no later than June 15, 2026. Note: After June 30, 2026, any balance remaining in this project will be reprogrammed.

IMPLEMENTING CITY: CITY OF HIGHLAND

DATE: 7/24/25

SIGNATURE: 

TITLE: ASST. CD DIRECTOR

SAN BERNARDINO COUNTY

Carrie Harmon, Director, Community Development and Housing

DATE

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland: Youth Recreation - Central Little League	<u>PROJECT/CASE NUMBER :</u> HIGH-25-2-05D/2620
<u>Name/Address of Contract Agency:</u> Central Little League 7793 Central Ave., Highland CA 92346	<u>Date of Issue:</u> ☒ Original: Beginning 7/1/2025 ☐ Amendment No.:

PROJECT/ACTIVITY DESCRIPTION

SERVICES :

Central Little League will provide baseball and softball scholarship programs, including recreational and educational activities, for approximately 100 youth from low- and moderate-income households . The programs will be provided at the ballfields located at 7793 Central Ave., Highland, CA. The scope of the project is presented in the attached Exhibits 1 through 4.

UNITS OF SERVICE:

The units of service must be reported on Part I: Monthly Program Progress Report, Exhibit 4. A unit of service is defined as one (1) youth from a low to moderate-income household utilizing (1) scholarship.

TIME OF PERFORMANCE: **July 1, 2025 through May 30, 2026**

PROGRAM PARTICIPANT PERFORMANCE STANDARDS:

CDBG Activity: Central Little League will provide baseball and softball scholarship programs, including recreational and educational activities, for approximately 100 youth from low- and moderate-income households.

Measurable Outcome: Units of Service, to be reported on Part I: Monthly Program Progress Report, Exhibit 4.

In addition to units of service, Central Little League will report unduplicated youth counts on Part II: Direct Benefit Report, Exhibit 4.

The Monthly Program Progress (Part I) and Direct Benefit Report (Part II), will be included with each monthly reimbursement request.

The City of Highland will submit monthly requests for reimbursement for Central Little League for eleven months (or less) ending May 30, 2026. Reimbursement requests for the previous month are due by the 15th of the following month. Final requests for reimbursement must be submitted no later than June 15, 2026. After June 30, 2026, any balance remaining in this project may be reprogrammed.

OPERATIONS:

Subject registrations shall occur during the period of performance for the 25/26 baseball and softball seasons. Services will be provided at the ballfields located at 7793 Central Ave., Highland, CA 92346.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland: Youth Recreation - Central Little League	<u>PROJECT/CASE NUMBER :</u> HIGH-25-2-05D/2620
<u>Name/Address of Contract Agency:</u> Central Little League 7793 Central Ave., Highland CA 92346	<u>Date of Issue:</u> ☒ Original: Beginning 7/1/2025 ☐ Amendment No.:

BUDGET SUMMARY

A. Budget Items	Projected Expenses
Personnel	\$0
Consultant/Contract Services (Auditing, Accounting or Payroll Services)	\$5,000
Travel	\$0
Space Rent	\$0
Consumable Supplies	\$12,500
Rental, Lease, or Purchase of Equipment	\$0
Insurance	\$4,500
Other (Utilities, Land-line Phones, Cellular Phones, Internet Service, Postal Services, Security Clearances, Approved Subsidies/Scholarships, Administrative and Indirect Costs)	\$28,000
Total Budget:	\$50,000
B. Sources of Funding	Amount of Revenue
1. Sponsor Donations, Fundraising, Registrations	\$26,000
2. Snack Bar	\$10,000
3.	\$0
4.	\$0
5. *CDBG Share	\$14,000
Total Sources of Funding:	\$50,000

*Project Allocation: \$14,000 (Allocated dollars can only be expended in the categories listed under subsection A of Budget Summary above.)

Time of Performance: **July 1, 2025 through May 30, 2026**

Special Instructions or Restrictions:

For programs with multiple funding sources, administrative and indirect costs charged to this grant must be determined using an annually approved Cost Allocation Plan. To be approved by CDH before submittal.

The current standard Internal Revenue Service mileage allowance will be used for reimbursement of authorized costs associated with vehicle operation under this contract.

City will submit a final request for reimbursement for the program year no later than June 15, 2026. After June 30, 2026, any balance remaining in this project may be reprogrammed.

COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland: Youth Recreation - Central Little League	<u>PROJECT/CASE NUMBER :</u> HIGH-25-2-05D/2620
---	--

<u>Name/Address of Contract Agency:</u> Central Little League 7793 Central Ave., Highland CA 92346	<u>Date of Issue:</u> <u> X </u> Original: Beginning 7/1/2025 <u> </u> Amendment No.:
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BENEFICIARY QUALIFICATION STATEMENT

This form has the purpose of providing information needed to qualify the use of federal Community Development Block Grant (CDBG) funds for the project/activity described above. This statement must be completed and signed by the person (or legal guardian of the person) requesting to receive benefits from the described project/activity. **Only one statement per person, per fiscal year is required (Fiscal Year begins July 1 and ends June 30).**

Please answer each of the following questions.

1. This question helps you determine the size of your household. For this question a household is a group of related or unrelated persons occupying the same house with at least one member being the head of the household. Renters, roomers, or borders cannot be included as household members.

How many persons are in your household? _____

2. This question asks if you are from a low- and moderate-income household. For this question, a list of the EXTREMELY LOW-INCOME, VERY LOW-INCOME and LOW-INCOME categories* are presented below. Please add up the combined gross annual income of all persons in your household from all sources of income. **In the blanks provided, write (yes) or (no) if your combined gross annual income is equal to or less than the, EXTREMELY LOW-INCOME, VERY LOW-INCOME, or LOW-INCOME amount for the number of persons in your household.**

YES/NO

EXTREMELY LOW-INCOME _____

VERY LOW-INCOME _____

LOW-INCOME _____

	Number of Persons in Your Household							
	1	2	3	5	5	6	7	8
EXTREMELY LOW-INCOME LIMIT (\$)	23,500	26,850	30,200	33,550	37,650	43,150	48,650	54,150
VERY LOW-INCOME LIMIT (\$)	39,200	44,750	50,350	55,950	60,450	64,900	69,400	73,850
LOW-INCOME LIMIT (\$)	62,650	71,600	80,550	89,500	96,700	103,850	111,000	118,150

*FY 2025 Income Limits Summary, released 5/1/2025.

Source: <https://www.huduser.gov/portal/datasets/il/il2025/2025summary.odn>

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland: Youth Recreation - Central Little League

PROJECT/CASE NUMBER :

HIGH-25-2-05D/2620

Name/Address of Contract Agency:

Central Little League
7793 Central Ave., Highland CA 92346

Date of Issue:

X Original: Beginning 7/1/2025
 Amendment No.:

3. Please indicate how you identify yourself by checking only one of the following choices:

	Hispanic	Non-Hispanic
White	☐	☐
Black/African American	☐	☐
American Indian/Alaskan Native	☐	☐
Asian	☐	☐
Native Hawaiian/Other Pacific Islander	☐	☐
American Indian/Alaskan Native & White	☐	☐
Asian & White	☐	☐
Black/African American & White	☐	☐
American Indian/Alaskan Native & Black/African American	☐	☐
Balance/Other	☐	☐

4. Please check whether you belong to a Female Headed Household: ☐ YES ☐ NO

5. Please describe the condition that would qualify you as being considered in one of the following presumed low- and moderate-income categories: abused child, battered spouse, elderly person, homeless person, disabled adult, illiterate person, or migrant farm worker:

(Description)

ACKNOWLEDGMENT AND DISCLAIMER

I CERTIFY UNDER PENALTY OF PERJURY THAT INCOME AND HOUSEHOLD STATEMENTS MADE ON THIS FORM ARE TRUE.

NAME : _____ DATE : _____

ADDRESS : _____ CITY : _____ ZIP : _____

SIGNATURE : _____ PHONE : _____

The information you provide on this form is for Community Development Block Grant (CDBG) program purposes only and will be kept confidential.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland: Youth Recreation - Central Little League	<u>PROJECT/CASE NUMBER :</u> HIGH-25-2-05D/2620
<u>Name/Address of Contract Agency:</u> Central Little League 7793 Central Ave., Highland CA 92346	<u>Date of Issue:</u> ☒ Original: Beginning 7/1/2025 ☐ Amendment No.:

DECLARACIÓN DE LA CALIFICACIÓN DEL BENEFICIARIO

Esta forma tiene el propósito de proporcionar la información necesaria para calificar el uso de los fondos federales del bloque del desarrollo de la comunidad (CDBG) para el proyecto/actividad descrito arriba. Esta declaración se debe llenar y firmar por la persona (o la tutela legal de la persona) que solicita para recibir beneficios del proyecto/actividad descrito. Solamente una declaración por persona, por año se requiere.

Conteste por favor a cada una de las preguntas siguientes.

1. Esta pregunta le ayuda a determinar el tamaño de su casa. En esta pregunta un hogar es un grupo de personas relacionadas o sin relación que ocupan la misma casa por lo menos con un miembro que es la cabeza de la casa. Los inquilinos no se pueden incluir como miembros de la casa.

¿Cuántas personas viven en su casa? _____

2. Esta pregunta explica si usted es de un hogar de ingresos bajos y moderados. Para esta pregunta, la lista de categorías de INGRESOS-ESTREMADO BAJOS, INGRESO-BAJOS *se presenta abajo. Sumo por favor para arriba los ingresos brutos anuales combinados de todas las personas en su hogar y de todas las fuentes de los ingresos. En el espacio en blanco, escriba (sí) o (no) si su ingreso anual grueso combinado es igual o menos que la cantidad de INGRESOS-ESTREMADO BAJOS, INGRESOS-MUY BAJOS, INGRESO-BAJOS para el número de personas en su casa.

	Sí/No
INGRESOS-ESTREMADO BAJOS	_____
INGRESOS-MUY BAJOS	_____
INGRESO-BAJOS	_____

	Numero de Personas en su Hogar							
	1	2	3	4	5	6	7	8
INGRESOS-ESTREMADO BAJOS (\$)	23,500	26,850	30,200	33,550	37,650	43,150	48,650	54,150
INGRESOS-MUY BAJOS (\$)	39,200	44,750	50,350	55,950	60,450	64,900	69,400	73,850
INGRESO-BAJOS (\$)	62,650	71,600	80,550	89,500	96,700	103,850	111,000	118,150

* Tomado de FY 2025 Resumen Límites de Ingresos: <https://www.huduser.gov/portal/datasets/il/il2025/2025summary.odn>

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title: Highland: Youth Recreation - Central Little League	PROJECT/CASE NUMBER : HIGH-25-2-05D/2620
Name/Address of Contract Agency: Central Little League 7793 Central Ave., Highland CA 92346	Date of Issue: ☒ Original: Beginning 7/1/2025 ☐ Amendment No.:

3. Indique por favor cómo se identifica usted, marcando solamente una de las opciones siguientes:

	Hispano	No-Hispano
Blanco	☐	☐
Negro/Afro Americano	☐	☐
Indio Americano/Nativo de Alaska	☐	☐
Asiático	☐	☐
Nativo Hawaiano/Otra Isla del Pacífico	☐	☐
Indio Americano/Nativo de Alaska & Blanco	☐	☐
Asiático & Blanco	☐	☐
Negro/Afro Americano & Blanco	☐	☐
Indio Americano/Nativo de Alaska & Negro/Afro Americano	☐	☐
Balance/Otro	☐	☐

4. Marque por favor si usted pertenece a un hogar encabezado femenino: ☐ Sí ☐ No

5. Por favor describa la condición de que se calificaría como siendo considerado en una de las siguientes categorías de ingresos bajos y moderados presunta: niño abusado, maltratado cónyuge, persona de edad avanzada, personas sin hogar, adultos discapacitados, personas analfabetas, o trabajador agrícola
(Description)

RECONOCIMIENTO Y NEGACIÓN

CERTIFICO BAJO PENA DE PERJURIO QUE LAS DECLARACIONES HECHAS EN ESTA FORMA, ACERCA DE LOS INGRESOS Y DE LAS CUENTAS DE LA CASA SON VERDADERAS.

NOMBRE: _____ FECHA: _____

DOMICILIO: _____ CIUDAD: _____ CODIGO: _____

FIRMA: _____ TELEFONO: _____

La información que usted proporciona en esta forma es para los propósitos del programa de fondos del bloque del desarrollo de la comunidad (CDBG) solamente y será mantenida confidencial.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title: Highland: Youth Recreation - Central Little League	PROJECT/CASE NUMBER : HIGH-25-2-05D/2620
Name/Address of Contract Agency: Central Little League 7793 Central Ave., Highland CA 92346	Date of Issue: ☒ Original: Beginning 7/1/2025 ☐ Amendment No.:

MONTHLY PROGRAM PROGRESS AND DIRECT BENEFIT REPORT For the Month of _____, 20____

PART I: MONTHLY PROGRAM PROGRESS REPORT

A. Units of Service Provided and Description

In the space provided under each type of service listed below, summarize what your program has accomplished during this month. Include location, number of persons served, services/benefits provided, and a description of the clients served. Also report the number of "Units of Service" provided, as defined in the Project/Activity Description (Exhibit 1 of the agreement). Attach additional pages if needed.

Type of Service:	Anticipated Units of Service			
Baseball and softball registration scholarships	Goal/Mo.:	20	Actual/Mo.:	

B. Monthly Beneficiary Count (may include individual persons previously counted during this grant/program year)

Total number of beneficiaries (clients/participants) served this month:

Number of Persons _____

PART II: DIRECT BENEFIT REPORT

forms

Enter the number of first-time program beneficiaries directly assisted this month

Count only as: Individual Persons

Extremely Low-Income: _____ + Very Low-Income: _____ + Low-Income: _____
= All Beneficiaries:

	Hispanic	Non-Hispanic		Hispanic	Non-Hispanic
<i>Racial Identity Categories</i>	(a)	(b)	<i>Racial Identity Categories</i>	(c)	(d)
White	_____	_____	American Indian/Alaskan Native & White	_____	_____
Black/African American	_____	_____	Asian & White	_____	_____
American Indian/Alaskan Native	_____	_____	Black/African American & White	_____	_____
Asian	_____	_____	Amer. Indian/Alaskan Native & African Amer.	_____	_____
Native Hawaiian/Other Pacific Islander	_____	_____	Balance/Other	_____	_____

Total of Racial Identity Categories: Add columns (a)+(b)+(c)+(d) from above. Match to "All Beneficiaries" total above:

Female Headed Households : _____

Signed : _____ Title : _____ Date : _____

Printed Name: _____ Telephone No./Ext. _____

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title: Highland: Youth Recreation - Central Little League	PROJECT/CASE NUMBER : HIGH-25-2-05D/2620
Name/Address of Contract Agency: Central Little League 7793 Central Ave., Highland CA 92346	Date of Issue: ☒ Original: Beginning 7/1/2025 Amendment No.:

CERTIFICATION OF CDBG FUNDED NEW OR EXPANDED SERVICE

The City of Highland certifies that the public service project described in these Attachments A & B and associated Exhibits is either:

☐ **A New Public Service**
 A new public service is defined as a new service to your community which has not been previously funded through city funds.

OR

☒ **An Expanded Service**
 An expanded public service is defined as a quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf through State or local government funds in the 12 months preceding the CDBG contract year.

Describe the expansion of the public service:

☒ This expanded public service will result in an increase of (2 %) above the level which has been previously provided by or on behalf of the City of Highland.

OR

☐ This expanded public service will increase the scope of the service by adding (describe added or expanded activities) to a public service which has been previously provided by or on behalf of the City of Highland.

The City of Highland certifies that the implementing organization:

☒ Is a unit of local government (incorporated city, township, County department or district, community services district, school district, etc.), or a private non-profit entity incorporated in the State of California with "active" status; and,

☒ Is conferred tax-exempt status by the Internal Revenue Service, pursuant to Section 501(c)(3) of the Internal Revenue Code; and,

☒ Is not suspended or debarred from participating in federally funded contracts and sub awards; and,

☒ Is registered in the System for Awards management (SAM.gov); and,

☒ Is adhering to Executive Order 14151, titled "Ending Radical and Wasteful Government DEI Programs and Preferencing". Contract Agency (named above) will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

SIGNATURE:		DATE:	9/24/25
NAME:	KIM STATER	TITLE:	ASST. CD DIRECTOR



Staff Report

to the City Council

Agenda
Item
No.11.

Date: October 14, 2025

From: Carlos Zamano, City Manager

Reviewed By: Lawrence Mainez, Community Development Director

Prepared By: Kim Stater, Assistant Community Development Director

Subject: Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and the Highland Family YMCA to Provide Health and Wellness Programs and Resources

Recommendation:

Approve the Contract and authorize execution by the Assistant Community Development Director.

Fiscal Impact:

The City of Highland participates as a 'Joint-Applicant' with the County of San Bernardino to receive CDBG funding from the US Department of Housing and Urban Development (HUD). In Fiscal Year 2025/2026, Highland will receive approximately \$378,381.

On December 10, 2024, the City Council held a public hearing to prioritize eligible projects. The Highland Family YMCA was ultimately allocated \$12,057. The County, through the CDBG Program, will reimburse the City's expenditures used to support the approved YMCA Program.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

HUD requires the City to enter into a contract with the Highland Family YMCA prior to the disbursement of funds. The purpose of the contract is to address the scope of service, terms and conditions including records, reporting, program income, and other prescribed items.

Attachments:

1. Subrecipient Contract

ATTACHMENT 1
Subrecipient Contract

SUBRECIPIENT CONTRACT

This Contract is made and entered into, by and between the City of Highland, hereinafter referred to as "CITY", and Highland Family YMCA, a non-profit organization, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, CITY has entered into a Contract with the County of San Bernardino Department of Community Development and Housing, hereinafter referred to as "CDH", to execute the CITY's Community Development Block Grant (CDBG) program under the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT"; and,

WHEREAS, CONTRACTOR desires to participate in the CITY's CDBG program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide various recreational and educational programs; and,

WHEREAS, on December 10, 2024, the Highland City Council held Public Hearing to allocate the City's Community Development Block Grant Funds for Fiscal Year 2025-2026. During the hearing, the City allocated \$12,057.00 of CDBG funds to provide financial assistance in the form of scholarships for participation in physical fitness and educational programs.

WHEREAS, CITY and CDH entered into an agreement with respect to CITY's allocation of CDBG funds to Highland Family YMCA. A copy of this agreement is included as Attachment A and B and is incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. **SCOPE OF SERVICES**

A full description of the services provided in this Contract is contained in Attachment B, PROJECT/ACTIVITY DESCRIPTION.

All beneficiaries of the program services shall be low- and moderate-income persons or households, as defined in Section 20, BENEFICIARY QUALIFICATION.

2. **TIME OF PERFORMANCE**

Said services of CONTRACTOR shall commence July 1, 2025, and shall be completed no later than May 30, 2026.

3. **COMPENSATION AND METHOD OF PAYMENT**

For performance of such services, CITY shall provide CDBG funds not to exceed \$12,057.00. This payment shall constitute full and complete compensation for CONTRACTOR's services under this Contract. For the purpose of this Contract, CITY shall disburse compensation and monitor CONTRACTOR's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of payments to CONTRACTOR shall be made by monthly reimbursements, contingent upon CITY's receipt of a monthly summary statement for each previous month's expenditures which conforms to the BUDGET SUMMARY as detailed in Exhibit 2 of Attachment B. Monthly expenditure reports shall be documented with "audit ready" supportive evidence of

each expenditure and proof of payment, in accordance with United States of America Department of Housing and Urban Development, hereinafter referred to as "HUD" regulations. Reimbursements shall be limited to the total approved, properly documented expenditures. Monthly reimbursements shall be evenly amortized over the remaining term of this Contract unless otherwise approved by CDH. All reimbursement requests must be submitted no later than 30 days after the expiration of this Contract. Requests received after said 30-day period shall be considered non-compliant and not eligible for reimbursement under the terms of this Contract. CONTRACTOR shall submit a final request for reimbursement for the program year no later than June 15, 2026. Any balance remaining on this project after that date will be reprogrammed.

CONTRACTOR must submit to CITY said monthly expenditure reports by the 10th day of every calendar month regardless of expenditure amount. After receipt by CITY of each properly documented expenditure report, CITY will draw a warrant in favor of CONTRACTOR for the approved expenditure amount. Submittal of an expenditure report after the 10th day of the month, in which payment is requested, will cause unavoidable delays in payment processing.

4. BUDGET SECTION

There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or the Activity Description (Attachment B) without written approval by the CITY and CDH.

5. USE OF FUNDS

Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, or as loans for non-program activities.

6. BUDGET MODIFICATIONS

The City's Community Development Director may grant budget modifications to this Contract for the movement of funds within the budget categories identified in Attachment B, BUDGET SUMMARY, when such modifications:

- a. Exceed 15% of the originally approved amount of one or more budget cost categories and does not exceed \$10,000 per budget cost category;
- b. Are specifically requested by CONTRACTOR;
- c. Do not alter the total amount of compensation pursuant to this Contract;
- d. Will not change the project goals or scope of services;
- e. Are in the best interests of CITY and CONTRACTOR in performing said services; and,
- f. Related to salaries, are in accordance with applicable salary ordinances or laws.

7. CHANGES IN GRANT ALLOCATION

CITY reserves the right to reduce the grant allocation when CITY's fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendments.

8. REVENUE DISCLOSURE REQUIREMENT

By its execution of this Contract, CONTRACTOR certifies that it has previously filed with CITY, a written statement listing all revenue received, or expected to be received, by CONTRACTOR from federal, state, or county sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the

name and a description of such project or business activity, the dollar amount of funding provided, or to be provided, by each and every agency to each such project or business activity, and the full name and address of each such agency. During the term of this Contract, CONTRACTOR shall prepare and file a similar written statement each time it receives funding from any agency, which is in addition to that revenue disclosed in CONTRACTOR's initial revenue disclosure statement hereunder. Such statement shall be filed with CITY within 15 calendar days following receipt of such additional funding. CONTRACTOR shall make available for inspection and audit to CITY representatives, upon request, at any time during the duration of this Contract and during a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through CITY. All such books and records shall be maintained by CONTRACTOR at a location in San Bernardino County. Failure of CONTRACTOR to comply with the requirements of this section of the Contract shall constitute a material breach of Contract upon which CITY may cancel, terminate, or suspend this Contract.

9. JOINT FUNDING

For programs in which there are sources of funds in addition to CDBG funds, CONTRACTOR shall provide proof of such funding. CITY shall not pay for any services provided by CONTRACTOR, which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting applies to the total program regardless of funding sources.

10. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by CONTRACTOR as a result of the activity funded under the terms of this Contract. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. CONTRACTOR shall retain the use of program income by returning program income to CITY and requesting project budget increases for activities authorized under this Contract. Program income shall be returned to CITY within 30 days after: a) disposition or sale of real or personal property occurs or; b) cumulative program income reaches increments of \$1,000; or c) the end of each fiscal year, whichever occurs first. CONTRACTOR shall include in the reports required by Section 21, PROGRAM REPORTING AND RETENTION OF RECORDS, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by CITY to CONTRACTOR shall be spent by CONTRACTOR on only those costs authorized under this Contract. All provisions of this Contract shall apply to said use of program income. CONTRACTOR shall account for the receipt and use of program income in such a way that program income is spent on authorized activities before additional CDBG funds are spent.

Any program income on-hand, when this Contract expires or received after such expiration, shall be paid to CITY.

11. FISCAL LIMITATIONS

While not presently anticipated, HUD may, in the future, place programmatic or fiscal limitation(s) on CITY CDBG funds. Accordingly, CITY reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. In the event of funding reduction, CITY may reduce the budget of this Contract as a whole or as to a particular cost category, may limit the rate of CONTRACTOR's authority to commit and spend funds, or may restrict CONTRACTOR's use of both its uncommitted and its unspent funds. Where HUD has directed or requested CITY to implement a reduction in funding, in whole or as to a cost category, with

respect to funding for this Contract, CDH may implement and effect such a reduction and request the revision of the Contract for such purpose. Where CITY has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of CONTRACTOR, CITY may act to suspend the operation of this Contract for up to 60 days upon three days notice to CONTRACTOR of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by CITY affect expenditures and legally binding commitments made by CONTRACTOR before it receives notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

12. NON-EXPENDABLE PROPERTY

A record shall be maintained for each item of non-expendable property acquired for this program with CDBG funds. This record shall be provided to CITY upon request. Non-expendable property shall include tangible personal property, including but not limited to office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of non-expendable property. Any utilization of funds derived from the sale or disposition of non-expendable property must have prior approval of CITY and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, CITY reserves the right to determine the final disposition of said non-expendable property acquired for this program with CDBG funds, including funds derived therefrom. Said disposition may include CITY taking possession of and title to said non-expendable property. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

13. EXPENDABLE PERSONAL PROPERTY

Expendable personal property refers to all tangible personal property other than non-expendable personal property. All purchases of expendable personal property with a unit value of \$1,000 or more per unit must have the prior written approval of the CDH Director, or his designee.

14. PURCHASE OR LEASE OF NON-EXPENDABLE PROPERTY OR EQUIPMENT

CONTRACTOR shall obtain at least three comparable price quotes and receive CDH approval of the item(s) selected prior to purchasing or leasing any non-expendable personal property or equipment over \$1,000 in unit value and having a life expectancy of more than one year. Such property shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by CONTRACTOR. This inventory shall be provided to CITY upon request.

CONTRACTOR shall obtain written approval from CITY prior to selling or disposing of any non-expendable property or equipment. Any proceeds generated from the sale of such property or equipment shall be subject to the provisions of Section 10, PROGRAM INCOME.

15. ACQUISITION OF SUPPLIES AND EQUIPMENT

CONTRACTOR may purchase non-expendable personal property or equipment from a related agency/organization only if: (a) prior authorization is obtained in writing from CITY, (b) charges do not exceed the authorized amount and minimum written specifications are met, (c) a community related benefit is derived from such CONTRACTOR related acquisition, and (d) no conflict of interest for private gain accrues to CONTRACTOR or its employees, agents or officers. CONTRACTOR shall adhere to all applicable procurement standards of 2 CFR Part 200.317–200.327 in the acquisition of supplies and equipment. CONTRACTOR shall submit documentation of the cost and price analysis required in 2 CFR 200.324 for approval prior to procuring non-expendable property or equipment.

CITY reserves the right to disallow any purchase from any vendor of supplies, equipment, non-expendable property or expendable property which is purchased in whole or in part with funds provided by this Contract. CONTRACTOR may seek prior approval of CITY for any such expenditures and prior approval, which is granted shall be binding on CITY unless such expenditure violates federal law or regulations or is disallowed by HUD.

16. PURCHASE DEADLINES

Purchase of equipment or property must be completed before the last three months of the initial performance period and all equipment bills shall be paid before the last two months of this period. No expendable or non-expendable property or equipment shall be purchased during the final three months of the initial performance period unless approved by CITY in writing.

17. TRAVEL AND CONFERENCE RESTRICTIONS

CONTRACTOR certifies and agrees that travel and conference expenses for persons other than employees of CONTRACTOR, will not be paid by funds provided through this Contract. No travel expenses for out-of-state travel shall be included in this Contract unless specifically listed in the BUDGET SUMMARY, Exhibit 2 of Attachment B, which is attached and incorporated herein. CONTRACTOR further agrees that any travel expense incurred by CONTRACTOR, which is not listed in the BUDGET SUMMARY shall not be paid by funds provided through this Contract unless prior written approval of the CDH Director has been obtained.

18. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

19. MONITORING

CITY Community Development Director or their designee will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of CITY, CDH and HUD shall have the right of access to all activities and facilities operated by CONTRACTOR under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. CONTRACTOR will permit on-site inspection by CITY, CDH and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgment of CITY and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

20. BENEFICIARY QUALIFICATION

Persons qualifying for program services on the basis of income, hereinafter referred to as BENEFICIARIES, shall have an annual household gross income equal to or less than the U.S. Department of Housing and Urban Development (HUD) Section 8 (of the United States Housing Act of 1937) Income Limits. HUD Section 8 Income Limits for the Riverside-San Bernardino-Ontario, CA MSA, define the maximum annual household gross income for low- and moderate-income households. CONTRACTOR is responsible for obtaining from CITY the said current applicable HUD Section 8 Income Limits for each year of the Contract term identified in Section 2, TIME OF PERFORMANCE.

Under CDBG regulations, the following clientele categories are presumed to be low- and moderate-income persons and can qualify for service regardless of income: abused children; battered spouses; elderly persons (60 and older); severely disabled adults, homeless persons; illiterate adults; persons living with AIDS, and migrant farm workers. CONTRACTOR shall document the household income of all BENEFICIARIES, by obtaining completed copies of the "BENEFICIARY QUALIFICATION STATEMENT", Exhibit 3(a). A Spanish language version of the BENEFICIARY QUALIFICATION STATEMENT, Exhibit 3(b), 2 pages, is attached for convenience, but the CITY cannot guarantee the accuracy of the translation and the CITY cannot be held responsible for any errors. CONTRACTOR shall retain these forms for five (5) years after conclusion of this Contract.

21. PROGRAM REPORTING AND RETENTION OF RECORDS

CONTRACTOR agrees to prepare and submit financial, program progress, and other reports as required by HUD, CDH, or CITY directives. CONTRACTOR shall maintain such program, property, personnel, financial, statistical and other records, supporting documents, and accounts as are considered necessary by HUD, CDH or CITY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by CONTRACTOR for a minimum of five (5) years. The retention period starts from the date the CITY submits its annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the service under the terms of this contract is reported on for the final time. Said CITY submission will follow CONTRACTOR's final submission to CITY of reports identified under this paragraph. Records and accounts subject to litigation or audit must be maintained for five (5) years or until the issue is resolved, whichever is longer. Records that pertain to real estate transactions must be maintained for five (5) years or the number of years there is an outstanding obligation, whichever is longer. The starting date for retention of records on CDBG-purchased equipment begins at the end of the equipment's use, when it is disposed of or transferred. The retention period for records relating to program income begins on the last date of CITY's fiscal year in which the income is earned. All CONTRACTOR's records, with the exception of confidential client information, shall be made available to representatives of CITY and the appropriate federal agencies. CONTRACTOR is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by the CDH Director or his designee. By the 10th day of each month, CONTRACTOR shall submit to CITY a completed MONTHLY PROGRAM PROGRESS REPORT, for the month being reported, and in addition, CONTRACTOR will complete the COMMUNITY BENEFIT REPORT, to report the amount of funds expended, which benefit the residents of the communities that funded this project. CONTRACTOR shall also provide the DIRECT BENEFIT REPORT, as necessary for completion of the Annual Grantee Performance Report.

22. ACCOUNTING

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with HUD directives and Generally Accepted Accounting Principles.

23. AUDITS

CONTRACTOR is required to arrange for an independent financial audit performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards. Said audit shall be conducted for the term of this Contract. When CONTRACTOR receives \$500,000 or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with Uniform Guidance at 2 CFR Part 200.500 to 200.521 Audit Requirements.

CONTRACTOR shall submit a copy of the audit report to CITY within nine months after the end of the audit period. Within 30 days of the submittal of said audit report, CONTRACTOR shall provide to CITY a written response to any concerns or findings identified in said audit report. The

response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six months after receipt of the audit report.

CITY, CDH, or any state or federal agency, may make additional audits or reviews, as necessary, to carry out CONTRACTOR's obligations under this Section under city, county, state or federal laws and regulations. CONTRACTOR agrees to cooperate fully with all persons conducting said additional audits or reviews. CITY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of CONTRACTOR. If indications of misappropriation or misapplication of the funds of this Contract cause CITY to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget.

Should CITY subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. CONTRACTOR shall reimburse all misappropriation or misapplication of funds to CITY. In the event CITY uses the judicial system to recover misappropriated or misapplied funds, CONTRACTOR shall reimburse CITY legal fees and court costs in addition to awards.

24. ASSIGNMENT

This Contract is not assignable by CONTRACTOR without the express written consent of CITY. Any attempt by CONTRACTOR to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

25. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving a 30-day notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 2 CFR Part 200.340, Termination for Convenience. CITY is hereby empowered to give said notice subject to ratification by the Highland City Council.

CITY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If CONTRACTOR materially fails to comply with any term of this Contract, CITY may take one or more of the actions provided under federal regulation at 2 CFR Part 200.339, Enforcement, which includes temporarily withholding payments, disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, and other remedies that are legally available. In such an event, CONTRACTOR shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract, to the date of said termination to the extent that CDBG funds are available from HUD.

26. REVERSION OF ASSETS

Upon Contract termination, CONTRACTOR shall transfer to CITY all CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

All real property acquired or improved in whole or in part with CDBG funds under this Contract must continue in the use that provides the service benefits and national objectives for which it was funded, or it must be disposed of in a manner resulting in a reimbursement to CITY in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property.

27. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in independent capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

28. CONTRACT COMPLIANCE

In addition, CONTRACTOR shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

CONTRACTOR shall comply with Executive Orders 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107, (Equal Employment Opportunity), Executive Orders 11625, 12138, 12432, 12250, and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, and other applicable federal, state, county, and city laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any services. Contractor shall immediately notify the City of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

29. DISCRIMINATION

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

30. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

CONTRACTOR agrees that it will not engage in inherently religious activities, such as worship, religious instruction or proselytizing, as part of the activities funded under this Contract. Further, CONTRACTOR agrees that it will not perform or permit political activities in connection with the performance of this Contract. Funds made available under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities. If CONTRACTOR conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the CDBG-funded program services.

31. CONFLICT OF INTEREST

CONTRACTOR shall comply with all applicable federal and state laws, regulations and policies governing Conflict of Interest, including state Conflict of Interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., federal Conflict of Interest regulations found in 24 CFR 570.611, 2 CFR Part 200.112–200.113, and any other applicable policies, rules and regulations related to Conflict of Interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of CONTRACTOR, who exercises any functions or responsibilities with respect to CDBG-funded activities identified in this Contract and who is in a position to participate in a decision making process or gain inside information with regard to activities identified in this Contract, may not obtain a financial interest or benefit from the CDBG-assisted activities identified in this Contract or any related contract, subcontract, or agreement, either for themselves, an immediate family member or business partner, during his/her tenure. CONTRACTOR shall maintain written standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

32. INTENTIONALLY OMITTED

33. HUD HOLD HARMLESS

CONTRACTOR shall indemnify, defend and hold harmless CITY and CDH against any liability, claims, losses, demands, and actions incurred by CITY or CDH as a result of the determination by HUD or its successor that activities undertaken by CONTRACTOR under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CONTRACTOR under this Contract were improperly expended.

34. INDEMNIFICATION

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

35. INSURANCE REQUIREMENTS

CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits per accident for bodily injury or disease covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this contract.

If CONTRACTOR has no employees, it may certify or warrant to the CITY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the CITY's Director of Administrative Services.

With respect to contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- Commercial/General Liability Insurance - CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - (a) Premises operations and mobile equipment.
 - (b) Products and completed operations.
 - (c) Broad form property damage (including completed operations).
 - (d) Personal injury.
 - (e) Contractual liability.
 - (f) \$2,000,000 general aggregate limit.

General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, CG 20 39 (not allowed from subcontractors), or CG 20 40.

- Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If CONTRACTOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- Higher Limits - If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- Additional Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the CITY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the CITY to vicarious liability but shall allow coverage for the CITY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- Waiver of Subrogation Rights - CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the Contractor, its employees, agents and subcontractors.
- Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the CITY.
- Severability of Interests - CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and the CITY or between the CITY and any other insured or additional insured under the policy.
- Acceptability of Insurance Carrier - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide Rating of "A-VII".
- Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- Primary Coverage - For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

- Failure to Procure Coverage - In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the CITY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the CITY will be promptly reimbursed by CONTRACTOR or CITY payments to CONTRACTOR will be reduced to pay for CITY -purchased insurance.

- Notice of Cancellation - CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance.
- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to 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 named insured or CITY.
- Subcontractors - CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that CITY is an additional insured on insurance required from subcontractors.
- Special Risks or Circumstances - 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.

36. PROOF OF COVERAGE

Consultant shall furnish Certificates of Insurance to the City's Community Department administering the Contract evidencing the insurance coverage at the time the Contract is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the CITY, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

37. INSURANCE REVIEW

Insurance requirements are subject to periodic review by the CITY. The Director of Administrative Services or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever CITY determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the CITY.

In addition, if the Director of Administrative Services determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the CITY, inflation, or any other item reasonably related to the CITY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the CITY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the CITY.

38. Intentionally Omitted

39. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570; and Uniform Guidance at 2 CFR Part 200.

Note:

Uniform Guidance for Federal Awards - 2 CFR Part 200 (Uniform Guidance for Federal Awards | U.S. Department of Labor (dol.gov))

To deliver on the promise of a 21st-Century government that is more efficient, effective and transparent, the Office of Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These modifications are a key component of a larger Federal effort to more effectively focus Federal resources on improving performance and outcomes while ensuring the financial integrity of taxpayer dollars in partnership with non-Federal stakeholders. This guidance provides a government-wide framework for grants management which will be complemented by additional efforts to strengthen program outcomes through innovative and effective use of grant-making models, performance metrics, and evaluation. This reform of OMB guidance will reduce administrative burden for non-Federal entities receiving Federal awards while reducing the risk of waste, fraud and abuse.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200 supersedes and streamlines requirements found in eight separate OMB Circulars that are identified below:

- Administrative Requirements: OMB Circulars A-89, A-102 (29 CFR part 97), and A-110 (29 CFR Part 95)
- Cost Principles: OMB Circulars A-21 (2 CFR Parts 215 and 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230)
- Audit Requirements: OMB Circulars A-50 and A-133 (29 CFR Parts 96 and 99)

40. SUSPENSION AND DEBARMENT

By entering this Contract, CONTRACTOR certifies that CONTRACTOR, including its principals, is not suspended or debarred from participating in federally funded contracts and sub-awards.

41. AMENDMENTS: VARIATIONS

This writing with attachments, embodies the whole of this Contract of the parties hereto. There are no oral agreements contained herein. Except as herein provided, additions or variations of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

42. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

City of Highland
27215 Base Line
Highland, CA 92346
Attn: Asst. Community Dev. Dir.

Highland Family YMCA
7793 Central Avenue
Highland, CA 92346
Attn: Executive Director

43. COUNTERPART EXECUTION

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by the City of Highland, as of the day and year written below.

CITY OF HIGHLAND

By: _____
Kim Stater, Asst. Community Dev. Dir.

Dated: _____

HIGHLAND FAMILY YMCA

By: _____
Brandi Collato, President & CEO

Dated: 9/27/2025

Federal ID Number or Social Security
Number: 95-1684787

ATTACHMENT A
Request to Initiate Project / Activity

ATTACHMENT A- REQUEST TO INITIATE PROJECT/ACTIVITY

PROJECT/CASE NUMBER: HIGH-25-2-05Z/2443

DATE OF ORIGINAL ISSUE: 7/1/2025

CFDA No: 14.218

ORIGINAL: X

REVISION No.:

TARGET AREA: City of Highland

DATE OF REVISION:

WBSE CODE: 50.60.0021.09.25

Pursuant to the terms of the Delegate Agency Agreement originally executed on 7/8/2014, (and most current renewal date 3/6/2023) between Community Development and Housing (CDH), and the City of Highland, CDH hereby requests that the following project/activity be initiated. There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or in the Activity Description (Attachment B) without written approval. The parties shall be entitled to sign and transmit an electronic signature of this Attachment A & B (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein.

PROJECT/ACTIVITY TITLE: Highland: Family YMCA Scholarships

ACTIVITY LOCATION: Highland Family YMCA, 7793 Central, Highland, CA 92346

TOTAL PROJECT FUNDING:	\$12,057
CITY CDBG ALLOCATION RELEASED:	\$12,057
CITY CDBG FUNDS PROJECTED TO BE EXPENDED AS OF 6/30/2025:	\$0
BALANCE OF FUNDS AVAILABLE:	\$12,057

DATE OF RELEASE OF FUNDS : 7/1/2025

SCHEDULE OF CDBG ALLOCATION:

Year 1-45	Year 46	Year 47	Year 48	Year 49	Year 50	Year 51	TOTAL OF
						B25UC060503	
(75-2020)	(2020-21)	(2021-22)	(2022-23)	(2023-24)	(2024-25)	(2025-26)	51 YEARS
\$0	\$0	\$0	\$0	\$0	\$0	\$12,057	\$12,057

MAINTENANCE AND OPERATION BUDGET/AGREEMENT: City of Highland

OTHER PERTINENT INFORMATION: City certifies all requests for reimbursement from CDH contain proof of payment, all supporting documentation for costs incurred July 1, 2025 and June 30, 2026 and an Exhibit 4, Monthly Program Progress and Direct Benefit Report as well as a RRForm as a cover for each of the twelve months (or less). Expenditures will be made in a timely manner.

ACCEPTANCE OF REQUEST TO INITIATE PROJECT/ACTIVITY

I hereby acknowledge the receipt of the Request to Initiate the above Project/Activity and agree to implement the activity described in Attachment B (Project/Activity Description) in accordance with the above Allocation and Balance of Funds Available subject to necessary approvals of the Board of Supervisors. The proposed budget for this project is as follows:

CONSULTANT SERVICES:	\$0	SPACE RENT:	\$0
CONTRACT SERVICES:	\$0	RENT/LEASE OR PURCHASE OF	
PERSONNEL EXPENSES:	\$0	EQUIPMENT:	\$0
CONSUMABLE SUPPLIES:	\$0	OTHER:	\$12,057

TOTAL CITY CDBG ALLOCATION AVAILABLE: \$12,057

IMPLEMENTING CITY: CITY OF HIGHLAND

DATE: 9/24/25

SIGNATURE: Kim Staker

TITLE: ASST. CDDIRECTOR

SAN BERNARDINO COUNTY

Carrie Harmon, Director, Community Development and Housing

DATE

BCA

ATTACHMENT B
Project/Activity Description

ATTACHMENT B - PROJECT/ACTIVITY DESCRIPTION

PROJECT/CASE NUMBER : HIGH-25-2-05Z/2443 DATE OF ORIGINAL ISSUE: 7/1/2025
CFDA No. : 14.218 ORIGINAL: X REVISION No.:
TARGET AREA : City of Highland DATE OF REVISION:
PROJECT/ACTIVITY TITLE: Highland: Family YMCA Scholarships
ACTIVITY LOCATION: Highland Family YMCA, 7793 Central, Highland, CA 92346
TIME OF PERFORMANCE: July 1, 2025 through June 30, 2026

SUSPENSION AND DEBARMENT: By entering this Contract, the City of Highland certifies that the Highland Branch of the YMCA of the East Valley, including its principals, is not suspended or debarred from participating in federally funded contracts and sub-awards. The City may research the agency's status online at the System for Award Management (SAM) website <https://sam.gov/>.

ACTIVITY DESCRIPTION: The City of Highland will contract with the YMCA of the East Valley to provide various recreational and educational programs. Such programs will include physical fitness, education, and special events like the Summer Adventure Day Camp. The program will be provided at 7793 Central Avenue, Highland, CA. San Bernardino County Community Development and Housing Department, hereinafter referred to as CDH, will reimburse the City of Highland in the amount not to exceed the "CDBG Allocation Released" on the Attachment A for the services necessary to implement this program. Federal, state, county and city rules and regulations will apply; **including County contract indemnification and insurance requirements: <https://rm.sbcounty.gov/insurance-requirements/>.**

The YMCA of the East Valley shall sign a contract with the City of Highland addressing the scope of service and the terms and conditions. The contract shall remain in effect during the period that the services are provided for which CDBG funds will be requested for reimbursement. The contract with the YMCA of the East Valley shall comply with requirements listed in 24 CFR 570.503 including Agreements with Subrecipients; Statement of Work; Records and Reports; Program Income; Uniform Administrative Requirements; Other Program Requirements; Conditions for Religious Organizations; Suspension and Termination; Reversion of Assets; and Exhibits 3(a) & 3(b) 1 of 2 and 2 of 2.

In addition, the YMCA of the East Valley shall comply with all applicable regulations listed in the City-County Delegate Agency Agreement, No. 14-414, Attachment C, Section IV. City shall maintain monthly program reports and records on the services provided. CDBG funds cannot be used for entertainment, gifts or fund-raising activities. Reimbursement expenditures must be appropriately documented. City shall comply with conflict of interest provisions and shall not exclude any person from funded programs on the grounds of race, sex, creed, color, religion or national origin.

CDBG funds cannot be used to replace other local or state monies to fund essential services typically offered by the City. The City shall certify the eligible use of CDBG funds on Certification of CDBG Funded New or Expanded Service, Exhibit 5. This program is available to low- and moderate-income persons and requires documentation that at least 51% of the persons served are from income qualifying households. **In order to document that 51% of the persons served are from income qualifying households, a Beneficiary Qualification Statement, Exhibit 3(a), must be completed for each person that participates in the program.** A Spanish version of the Beneficiary Qualification Statement, Exhibit 3(b), can be completed for Spanish speakers who prefer it, however, the County cannot guarantee the accuracy of the translation and CDH cannot be held responsible for any errors. **The Beneficiary Qualification Statement will then be used to complete and submit the Monthly Program Progress/Direct Benefit Report, Exhibit 4, to CDH. The Monthly Program Progress/Direct Benefit Reports must be submitted to CDH for each month that CDBG reimbursement is requested.** It is anticipated that approximately 252 youth and adults will participate in the various programs. A "Unit of Service" is defined as each person attending an outreach and/or program activity, in a given month. The number of clients times the total number of program activities per month will reflect the total units of service which results in the measurable outcome. The measurable outcome will be recorded on Part I: Monthly Program Progress Report, Exhibit 4, and the number of unduplicated first-time clients (persons) who participated in the program during the fiscal year will be recorded on Part II: Direct Benefit Report, Exhibit 4.

The City of Highland understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program. Examples include: construction completed resulting in improved access to services/public facilities/park & recreation/street improvements, etc.

The City of Highland will submit a final request for reimbursement for the program year no later than July 15, 2026. Note: After July 31, 2026, any balance remaining in this project may be reprogrammed.

IMPLEMENTING CITY: CITY OF HIGHLAND

DATE: 9/24/25

SIGNATURE: 

TITLE: ASST. CD DIRECTOR

SAN BERNARDINO COUNTY

Carrie Harmon, Director, Community Development and Housing

DATE

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland: Family YMCA Scholarships

PROJECT/CASE NUMBER :

HIGH-25-2-05Z/2443

Name/Address of Contract Agency:

Highland Family YMCA

7793 Central Avenue, Highland, CA 92346

Date of Issue:

X

Original: Beginning

7/1/2025

Amendment No.:

PROJECT/ACTIVITY DESCRIPTION

SERVICES :

The City of Highland will contract with the YMCA of the East Valley-Highland Branch, to provide value centered health and wellness programs, activities, and events. Such programs will include physical fitness, education, and special events like the Summer Adventure Day Camp.

UNITS OF SERVICE:

The units of service must be reported on Part I: Monthly Program Report, Exhibit 4. A unit of service is defined as one (1) adult or youth from a low to moderate income household participating in one (1) program, activity or event.

TIME OF PERFORMANCE: **July 1, 2025 through June 30, 2026**

PROGRAM PARTICIPANT PERFORMANCE STANDARDS:

CDBG Activity: Provide various programs to approximately 252 low to moderate-income persons. The scope of the project is presented in the attached Exhibits 1 through 4

Measurable Outcome: Units of Service, to be reported on Part I: Monthly Program Progress Report, Exhibit 4.

In addition to units of service, **the YMCA of the East Valley will report unduplicated client counts on Part II: Direct Benefit Report, Exhibit 4.**

The Monthly Program Progress (Part I) and Direct Benefit Report (Part II), will be included with each monthly reimbursement request.

The City of Highland will submit monthly requests for reimbursement for YMCA of the East Valley for twelve months (or less) ending June 30, 2026. Reimbursement requests for the previous month are due by the 15th of the following month. Final requests for reimbursement must be submitted no later than June 15, 2026. After June 30, 2026, any balance remaining in this project may be reprogrammed.

OPERATIONS:

Services will be provided at the Highland Family YMCA, 7793 Central Avenue, Highland, CA 92346.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland: Family YMCA Scholarships	<u>PROJECT/CASE NUMBER :</u> HIGH-25-2-05Z/2443
---	--

<u>Name/Address of Contract Agency:</u> Highland Family YMCA 7793 Central Avenue, Highland, CA 92346	<u>Date of Issue:</u> <u> X </u> Original: Beginning 7/1/2025 Amendment No.:
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BUDGET SUMMARY

A. Budget Items	Projected Expenses
Personnel	\$0
Consultant/Contract Services (Auditing, Accounting or Payroll Services)	\$0
Travel	\$0
Space Rent	\$0
Consumable Supplies	\$0
Rental, Lease, or Purchase of Equipment	\$0
Insurance	\$0
Other (Utilities, Land-line Phones, Cellular Phones, Internet Service, Postal Services, Security Clearances, Approved Subsidies/Scholarships Administrative and Indirect Costs)	\$12,057
Total Budget:	\$12,057
B. Sources of Funding	Amount of Revenue
1.	\$0
2.	\$0
3.	\$0
4.	\$0
5. *CDBG Share	\$12,057
Total Sources of Funding:	\$12,057

***Project Allocation: \$12,057** (Allocated dollars can only be expended in the categories listed under subsection A of Budget Summary above.)

Time of Performance: **July 1, 2025 through June 30, 2026**

Special Instructions or Restrictions:

For programs with multiple funding sources, administrative and indirect costs charged to this grant must be determined using the City's approved Cost Allocation Plan. To be approved by CDH before submittal.

The current standard Internal Revenue Service mileage allowance will be used for reimbursement of authorized costs associated with vehicle operation under this contract.

City will submit a final request for reimbursement for the program year no later than July 15, 2026. After July 31, 2026, any balance remaining in this project may be reprogrammed.

COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u>	<u>PROJECT/CASE NUMBER :</u>
Highland: Family YMCA Scholarships	HIGH-25-2-05Z/2443

<u>Name/Address of Contract Agency:</u>	<u>Date of Issue:</u>
Highland Family YMCA	<u> X </u> Original: Beginning 7/1/2025
7793 Central Avenue, Highland, CA 92346	<u> </u> Amendment No.:

BENEFICIARY QUALIFICATION STATEMENT

This form has the purpose of providing information needed to qualify the use of federal Community Development Block Grant (CDBG) funds for the project/activity described above. This statement must be completed and signed by the person (or legal guardian of the person) requesting to receive benefits from the described project/activity. **Only one statement per person, per fiscal year is required (Fiscal Year begins July 1**

Please answer each of the following questions.

1. This question helps you determine the size of your household. For this question a household is a group of related or unrelated persons occupying the same house with at least one member being the head of the household. Renters, roomers, or borders cannot be included as household members.

How many persons are in your household? _____

2. This question asks if you are from a low- and moderate-income household. For this question, a list of the EXTREMELY LOW-INCOME, VERY LOW-INCOME and LOW-INCOME categories* are presented below. Please add up the combined gross annual income of all persons in your household from all sources of income. **In the blanks provided, write (yes) or (no) if your combined gross annual income is equal to or less than the, EXTREMELY LOW-INCOME, VERY LOW-INCOME, or LOW-INCOME amount for the number of persons in your household.**

YES/NO

EXTREMELY LOW-INCOME _____

VERY LOW-INCOME _____

LOW-INCOME _____

Number of Persons in Your Household

	1	2	3	4	5	6	7	8
EXTREMELY LOW-INCOME LIMIT (\$)	23,500	26,850	30,200	33,550	37,650	43,150	48,650	54,150
VERY LOW-INCOME LIMIT (\$)	39,200	44,750	50,350	55,950	60,450	64,900	69,400	73,850
LOW-INCOME LIMIT (\$)	62,650	71,600	80,550	89,500	96,700	103,850	111,000	118,150

*FY 2025 Income Limits Summary, released 5/1/2025.

Source: <https://www.huduser.gov/portal/datasets/il.html#year2025>

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland: Family YMCA Scholarships

PROJECT/CASE NUMBER :

HIGH-25-2-05Z/2443

Name/Address of Contract Agency:

Highland Family YMCA
7793 Central Avenue, Highland, CA 92346

Date of Issue:

☒ Original: Beginning 7/1/2025
☐ Amendment No.:

3. Please indicate how you identify yourself by checking only one of the following choices:

	Hispanic	Non-Hispanic
White	☐	☐
Black/African American	☐	☐
American Indian/Alaskan Native	☐	☐
Asian	☐	☐
Native Hawaiian/Other Pacific Islander	☐	☐
American Indian/Alaskan Native & White	☐	☐
Asian & White	☐	☐
Black/African American & White	☐	☐
American Indian/Alaskan Native & Black/African American	☐	☐
Balance/Other	☐	☐

4. Please check whether you belong to a Female Headed Household: ☐ YES ☐ NO

5. Please describe the condition that would qualify you as being considered in one of the following presumed low- and moderate-income categories: abused child, battered spouse, elderly person, homeless person, disabled adult, illiterate person, or migrant farm worker:

(Description)

ACKNOWLEDGMENT AND DISCLAIMER

I CERTIFY UNDER PENALTY OF PERJURY THAT INCOME AND HOUSEHOLD STATEMENTS MADE ON THIS FORM ARE TRUE.

NAME : _____ DATE : _____

ADDRESS : _____ CITY : _____ ZIP : _____

SIGNATURE : _____ PHONE : _____

The information you provide on this form is for Community Development Block Grant (CDBG) program purposes only and will be kept confidential.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u>	<u>PROJECT/CASE NUMBER :</u>
Highland: Family YMCA Scholarships	HIGH-25-2-05Z/2443

<u>Name/Address of Contract Agency:</u>	<u>Date of Issue:</u>
Highland Family YMCA	<u>X</u> Original: Beginning 7/1/2025
7793 Central Avenue, Highland, CA 92346	<u> </u> Amendment No.:

ARACIÓN DE LA CALIFICACIÓN DEL BENEFICIARIO

Esta forma tiene el propósito de proporcionar la información necesaria para calificar el uso de los fondos federales del bloque del desarrollo de la comunidad (CDBG) para el proyecto/actividad descrito arriba. Esta declaración se debe llenar y firmar por la persona (o la tutela legal de la persona) que solicita para recibir beneficios del proyecto/actividad descrito. Solamente una declaración por persona, por año se requiere.

Conteste por favor a cada una de las preguntas siguientes.

1. Esta pregunta le ayuda a determinar el tamaño de su casa. En esta pregunta un hogar es un grupo de personas relacionadas o sin relación que ocupan la misma casa por lo menos con un miembro que es la cabeza de la casa. Los inquilinos no se pueden incluir como miembros de la casa.

¿Cuántas personas viven en su casa? _____

2. Esta pregunta explica si usted es de un hogar de ingresos bajos y moderados. Para esta pregunta, la lista de categorías de INGRESOS-ESTREMADO BAJOS, INGRESO-BAJOS *se presenta abajo. Sume por favor para arriba los ingresos brutos anuales combinados de todas las personas en su hogar y de todas las fuentes de los ingresos. En el espacio en blanco, escriba (sí) o (no) si su ingreso anual grueso combinado es igual o menos que la cantidad de INGRESOS-ESTREMADO BAJOS, INGRESOS-MUY BAJOS, INGRESO-BAJOS para el número de personas en su casa.

	Sí/No
INGRESOS-ESTREMADO BAJOS	_____
INGRESOS-MUY BAJOS	_____
INGRESO-BAJOS	_____

	Numero de Personas en su Hogar							
	1	2	3	4	5	6	7	8
INGRESOS-ESTREMADO BAJOS (\$)	23,500	26,850	30,200	33,550	37,650	43,150	48,650	54,150
INGRESOS-MUY BAJOS (\$)	39,200	44,750	50,350	55,950	60,450	64,900	69,400	73,850
INGRESO-BAJOS (\$)	62,650	71,600	80,550	89,500	96,700	103,850	111,000	118,150

* Tomado de FY 2025 Resumen Límites de Ingresos: <https://www.huduser.gov/portal/datasets/il/il2025/2025summary.odn>

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland: Family YMCA Scholarships	<u>PROJECT/CASE NUMBER :</u> HIGH-25-2-05Z/2443
<u>Name/Address of Contract Agency:</u> Highland Family YMCA 7793 Central Avenue, Highland, CA 92346	<u>Date of Issue:</u> X Original: Beginning 7/1/2025 _____ Amendment No.:

3. Indique por favor cómo se identifica usted, marcando solamente una de las opciones siguientes:

	Hispano	No-Hispano
Blanco	☐	☐
Negro/Afro Americano	☐	☐
Indio Americano/Nativo de Alaska	☐	☐
Asiático	☐	☐
Nativo Hawaiano/Otra Isla del Pacífico	☐	☐
Indio Americano/Nativo de Alaska & Blanco	☐	☐
Asiático & Blanco	☐	☐
Negro/Afro Americano & Blanco	☐	☐
Indio Americano/Nativo de Alaska & Negro/Afro Americano	☐	☐
Balance/Otro	☐	☐

4. Marque por favor si usted pertenece a un hogar encabezado femenino: ☐ Sí ☐ No

5. Por favor describa la condición de que se calificaría como siendo considerado en una de las siguientes categorías de ingresos bajos y moderados presunta: niño abusado, maltratado cónyuge, persona de edad avanzada, personas sin hogar, adultos discapacitados, personas analfabetas, o trabajador agrícola migrante:
 (Description)

RECONOCIMIENTO Y NEGACIÓN

CERTIFICO BAJO PENA DE PERJURIO QUE LAS DECLARACIONES HECHAS EN ESTA FORMA, ACERCA DE LOS INGRESOS Y DE LAS CUENTAS DE LA CASA SON VERDADERAS.

NOMBRE: _____ FECHA: _____

DOMICILIO: _____ CIUDAD : _____ CODIGO : _____

FIRMA : _____ TELEFONO : _____

La información que usted proporciona en esta forma es para los propósitos del programa de fondos del bloque del desarrollo de la comunidad (CDBG) solamente y será mantenida confidencial.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland: Family YMCA Scholarships	<u>PROJECT/CASE NUMBER :</u> HIGH-25-2-05Z/2443
---	--

<u>Name/Address of Contract Agency:</u> Highland Family YMCA 7793 Central Avenue, Highland, CA 92346	<u>Date of Issue:</u> <u>X</u> Original: Beginning 7/1/2025 ____ Amendment No.:
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MONTHLY PROGRAM PROGRESS AND DIRECT BENEFIT REPORT For the Month of _____, 20____

PART I: MONTHLY PROGRAM PROGRESS REPORT

A. Units of Service Provided and Description

In the space provided under each type of service listed below, summarize what your program has accomplished during this month. Include location, number of persons served, services/benefits provided, and a description of the clients served. Also report the number of "Units of Service" provided, as defined in the Project/Activity Description (Exhibit 1 of the agreement). Attach additional pages if needed.

Type of Services:	Anticipated Units of Service
Various health and wellness programs, activities, and events.	Goal/Mo.: 21 Actual/Mo.:
	A unit of service is the number of times a client has been assisted or attended a class or program.

B. Monthly Beneficiary Count (may include individual persons previously counted during this grant/program year)

Total number of beneficiaries (clients/participants) served this month:

Number of Persons

PART II: DIRECT BENEFIT REPORT

Direct Benefit Statistics (Unduplicated first-time client counts since start of contract; taken from Exhibit 3, Beneficiary Qualification Statements)

Enter the number of first-time program beneficiaries directly assisted this month

Count only as: Individual Persons

Extremely Low-Income: + Very Low-Income: + Low-Income:
= All Beneficiaries:

<i>Racial Identity Categories</i>	Hispanic	Non-Hispanic		Hispanic	Non-Hispanic
	(a)	(b)	<i>Racial Identity Categories</i>	(c)	(d)
White			American Indian/Alaskan Native & White		
Black/African American			Asian & White		
American Indian/Alaskan Native			Black/African American & White		
Asian			Amer. Indian/Alaskan Native & African Amer.		
Native Hawaiian/Other Pacific Islander			Balance/Other		

Total of Racial Identity Categories: Add columns (a)+(b)+(c)+(d) from above. Match to "All Beneficiaries" total above:

Female Headed Households :

Signed : _____ Title : _____ Date : _____

Printed Name: _____ Telephone No./Ext. _____

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland: Family YMCA Scholarships

PROJECT/CASE NUMBER :

HIGH-25-2-05Z/2443

Name/Address of Contract Agency:

Highland Family YMCA
7793 Central Avenue, Highland, CA 92346

Date of Issue:

X Original: Beginning 7/1/2025

 Amendment No.:

CERTIFICATION OF CDBG FUNDED NEW OR EXPANDED SERVICE

The City of Highland certifies that the public service project described in these Attachments A & B and associated Exhibits is either:

☐

A New Public Service

A new public service is defined as a new service to your community which has not been previously funded through city funds.

OR

☒

An Expanded Service

An expanded public service is defined as a quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf through State or local government funds in the 12 months preceding the CDBG contract year.

Describe the expansion of the public service:

☒

This expanded public service will result in an increase of 2% above the level which has been previously provided by or on behalf of the City of Highland.

OR

☐

This expanded public service will increase the scope of the service by adding (describe added or expanded activities) to a public service which has been previously provided by or on behalf of the City Highland

This City of Highland certifies that the implementing organization:

☒

Is a unit of local government (incorporated city, township, County department or district, community services district, school district, etc.), or a private non-profit entity incorporated in the State of California with "active" status; and,

☒

Is conferred tax-exempt status by the Internal Revenue Service, pursuant to Section 501(c)(3) of the Internal Revenue Code; and,

☒

Is not suspended or debarred from participating in federally funded contracts and sub awards.

☒

Is registered in the System for Awards management (SAM).

☒

Is adhering to Executive Order 14151, titled "Ending Radical and Wasteful Government DEI Programs and Preferencing". Contract Agency (named above) will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

SIGNATURE:



DATE:

9/24/25

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

NAME: Kim STATER

TITLE: 9/24/25



Staff Report

to the City Council

Agenda
Item
No.12.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Lawrence Mainez, Community Development Director
Prepared By: Lawrence Mainez, Community Development Director
Subject: San Bernardino County Flood Control District Purchase and Sales Agreement (PSA) Twelve (12) Month Escrow Extension

Recommendation:

Authorize the City Manager to execute the necessary escrow documents to effectuate the subject escrow extension for an additional twelve (12) months.

Fiscal Impact:

All costs related to due diligence, escrow closing costs, and CEQA costs (inclusive of mitigation related costs) will be paid by TREH Partners. Therefore, there will be no impacts to the City's General Fund. The subject request is intended to only extend the escrow closing date by twelve (12) months, and all provisions related to the Purchase and Sales Agreement (PSA) and Habitat Reimbursement Mitigation Agreement remain in place.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

This twelve (12) month escrow extension request is related to the Purchase and Sale Agreement (PSA) and Joint Escrow Instructions (initially dated January 17, 2018 and amended on July 12, 2019, collectively the "Original Agreement"), and as further amended by the "First Amended and Restated Purchase Agreement" (entered into on January 28, 2020) and Habitat Mitigation Reimbursement Agreement (approved on January 28, 2020) by and between the San Bernardino County Flood Control District and the City of Highland, and between TREH Partners and the City of Highland (collectively, "PSA") with respect to an 8.6 acre parcel located in the City of Highland ("Subject Project") (see Attachment 1 - Property Location Exhibit). The last escrow extension was approved by the County on November 19, 2024, extending the closing date to January 27, 2026.

Reason for Escrow Extension Request:

TREH Partners, XV, LLC (TREH Partners) who is purchasing the subject property from the City, have made significant progress on finalizing the mitigation as stipulated within the PSA with both the California Department of Fish and Wildlife Department (CDFW) and the US Fish and Wildlife Service (USFWS). TREH Partners has agreed to the Incidental Take Permit with

CDFW and in May 2025, purchased the parcel being conserved as the requirement for the Take Permit. Although TREH Partners has agreed in concept with the USFWS Palm Springs Office, the agency has been slow in processing the Habitat Conservation Plan (HCP). TREH Partners has made progress on meeting its obligations under the PSA, but still needs additional time to finalize the associated documentation.

In addition, the City and TREH Partners learned earlier in September that although a Cultural Resource Assessment was completed for the associated Greenspot Village & Marketplace Specific Plan Environmental Impact Report, it is no longer acceptable to USFWS due to it being 13 years old (the typical shelf life is 10 years). The City and TREH have been told it will take 90-120 days for the USFWS to do the research and draft an updated Cultural Resource Assessment could be another 90-120 days. The City and TREH Partners were advised there is only one person assigned to California who does those types of reports. A Tribal Consultation will also now be required. Finally, the USFWS has significantly reduced its staffing, adding to the current slowdown in processing the HCP, and there are new HCP guidelines that are being implemented which are so new, USFWS is unable to advise as to what the impact could be to TREH's application.

Below are the tasks that have been completed to date, as well as timelines for CDFW and USFWS:

California Department of Fish & Wildlife:

- CDFW issued an Incidental Take Permit (ITP) in May 2025.
- Requirements prior to site disturbance, including SBKR burrow mapping, SBKR trapping plan and relocation plan were prepared and provided to CDFW.
- The 9.44-acre mitigation replacement site was purchased in February 2025.
- The 9.44-acre site was uplifted per the restoration plan in June 2025.

United States Fish and Wildlife Service:

- Draft Habitat Conservation Plan (HCP) - currently under final review with Palm Springs office (by current biologist/project manager) - anticipate receiving comments by the end of September 2025.
- New requirement - Cultural Resources Assessment & Tribal Consultation - September 2025- January 2026.
- New Cultural Resource Assessment to be submitted to USFWS Regional Office (Sacramento) for review- approx. 30 days - February 2026.
- Revise HCP per Regional Office comments - March 2026.
- Palm Springs/Regional Office back check review - 30 days; April 2026.
- New Administration policy may require draft HCP to go to Washington for review prior to Federal Register publication (unknown time frame; USFWS Palm Springs office is currently reviewing the policy, May/June 2026).
- Publish HCP/application for Take Permit in Federal Register - 30-day comment period - July/August 2026.
- RVA (City and TREH Partners environmental consultant) prepare responses to comments - September 2026.
- USFWS prepare draft Biological Opinion - October 2026.
- USFWS sign HCP and Biological Opinion - November/ December 2026.

Based on the facts outlined above, staff requests the City Council authorize the City Manager to execute the necessary escrow documents to effectuate the subject escrow extension for an additional twelve (12) months, or no later than January 27, 2027. This additional time will allow TREH Partners to obtain the required HCP and Take Permits prior to closing of escrow. Once

the environmental clearances are obtained, the San Bernardino County Flood Control District operations team can commence its obligation under the PSA to remove the existing rock berms.

Attachments:

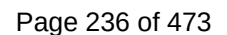
1. SBCFCD 8.6 PSA Location Exhibit

ATTACHMENT - 1

Property Location Exhibit



Pg 3 of 3





Staff Report

to the City Council

Agenda
Item
No.13.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Maricela Marroquin, City Attorney
Prepared By: Carlos Zamano, City Manager
Subject: Resolution No. 2025-XX, a Resolution of the City Council of the City of Highland, California Terminating the Local Emergency in the City of Highland Related to the Line Fire

Recommendation:

Adopt Resolution No. 2025-_____, Terminating Proclamation of the Local Emergency related to the Line Fire in the City of Highland.

Fiscal Impact:

There is no cost or financial impact associated with the termination of the local emergency from the Line Fire.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

Chapter 2.44 of Title 2 of the Highland Municipal Code ("HMC") contains the City's laws relating to emergency procedures. HMC Section 2.44.060 designates the City Manager as the Director of Emergency Services ("Director"), and HMC Section 2.44.060(A) empowers the Director to issue a proclamation of a local emergency if the City Council is not in session.

On the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. The Line Fire created conditions of extreme peril to the safety of people and property within the City of Highland and resulted in evacuation warnings for parts of the City.

On September 11, 2024, the City Manager, as the Director of Emergency Services, issued a proclamation entitled "Proclamation of a Local Emergency by the Director of Emergency Services of the City of Highland," as the City Council was not in session (Attachment 1). This action authorized the City Manager to take certain necessary actions to address the emergency.

The Director of Emergency Services' Proclamation of a Local Emergency permits the Director of Emergency Services and the City Council to adopt regulations and issue orders necessary for the protection of lives and property. It also assists the City in recovering costs of responding

to the disaster. Furthermore, it allows the City to enjoy certain immunities from liability as a result of taking actions to abate the emergency.

Pursuant to California Government Code Section 8630 and HMC Section 2.44.060(A), the Director of Emergency Services' Proclamation expires within seven days unless ratified by the City Council. On September 12, 2024, the City Council adopted a resolution ratifying the Director of Emergency Services' Proclamation of a local emergency (Attachment 2). On October 8, 2024, the City Council adopted a resolution to extend the emergency proclamation of the Line Fire (Attachment 3). On November 12, 2024, the City Council adopted a 2nd extension resolution of the emergency proclamation of the Line Fire (Attachment 3). On December 10, 2024, the City Council adopted a 3rd extension resolution of the emergency proclamation of the Line Fire (Attachment 3). On January 28, 2025, the City Council adopted a 4th extension resolution of the emergency proclamation of the Line Fire (Attachment 3). On March 27, 2025, the City Council adopted a 5th extension resolution of the emergency proclamation of the Line Fire (Attachment 3). On May 13, 2025, the City Council adopted a 6th extension resolution of the emergency proclamation of the Line Fire (Attachment 3). On July 8, 2025, the City Council adopted a 7th extension resolution of the emergency proclamation of the Line Fire (Attachment 3). On August 12, 2025, the City Council adopted an 8th extension resolution of the emergency proclamation of the Line Fire (Attachment 3). On September 9, 2025, the City Council adopted a 9th extension resolution of the emergency proclamation of the Line Fire (Attachment 3).

Pursuant to Government Code Section 8630 (California Emergency Services Act), the City Council is required to review the local emergency within sixty (60) days of ratification to determine whether the conditions surrounding the local emergency still exist. On September 23, 2025, the San Bernardino County Board of Supervisors approved termination of the Local Emergency within San Bernardino County related to the Line Fire. Staff is requesting that the Council adopt a proposed resolution, Resolution No. 2025-XX to terminate the local emergency (Attachment 4).

The Line Fire burned 43,978 acres in San Bernardino County. The fire originated in Highland and burned areas in Highland that are now susceptible to mud and debris flow. The health, safety, and well-being of people within the territorial limits of the City of Highland is of the highest priority. It has been determined that the local emergency no longer exists within the City of Highland.

Attachments:

1. Director of Emergency Services' Proclamation of Local Emergency
2. Resolution Ratifying Director of Emergency Services' Proclamation of Local Emergency
3. Resolutions Extending Proclamation of Local Emergency
4. Resolution Terminating Proclamation of Local Emergency

ATTACHMENT 1



**PROCLAMATION OF A LOCAL EMERGENCY
BY THE
DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF HIGHLAND**

WHEREAS, Section 8630 of the Government Code authorizes the designation of a City official to proclaim a local emergency; and

WHEREAS, Highland Municipal Code Section 2.44.060 designates the Director of Emergency Services to proclaim the existence of a local emergency if the City Council is not in session; and

WHEREAS, the Line Fire is currently causing conditions of extreme peril to the safety of persons and property within the City of Highland; and

WHEREAS, the City Council is not in session and cannot immediately be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of Highland.

IT IS FURTHER PROCLAIMED AND ORDERED that a copy of this Proclamation shall be forwarded to the Director of the Governor's Office of Emergency Services requesting that:

1. This Proclamation be found acceptable in accordance with state law; and
2. The Governor waive regulations that may hinder response and recovery efforts; and
3. Recovery assistance be made available under the California Disaster Assistance Act; and
4. The State of California expedite access to state and federal resources and any other appropriate federal disaster relief programs.

IT IS FURTHER PROCLAIMED AND ORDERED that, during the existence of this local emergency the powers, functions, and duties of the emergency organization of the City of Highland shall be those prescribed by applicable statutes, ordinances, and resolutions, and by the City's Emergency Operations Plan. This Proclamation shall have no further force or effect seven days from the date of its adoption unless the City Council shall take action to ratify this Proclamation.

DATED this 11th day of September, 2024

Carlos Zamano
Director of Emergency Services/City Manager
City of Highland

ATTACHMENT 2

RESOLUTION NO. 2024-044

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA,
RATIFYING A PROCLAMATION OF A LOCAL EMERGENCY IN THE CITY OF HIGHLAND
ISSUED BY THE CITY'S DIRECTOR OF EMERGENCY SERVICES ON SEPTEMBER 11,
2024, AS A RESULT OF THE LINE FIRE**

WHEREAS, Section 2.44.060 of the Highland Municipal Code ("HMC") authorizes the City Council to proclaim the existence of a "Local Emergency" and delegates such authority to the City's Director of Emergency Services if the City Council is not in session; and

WHEREAS, on the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. Over the weekend, the fire intensified and is currently over 34,600 acres in size and is only 14% contained; and

WHEREAS, the Line Fire is currently causing conditions of extreme peril to the safety of persons and property within the City of Highland and has resulted in the evacuation warnings for parts of the City; and

WHEREAS, on September 7, 2024, the County of San Bernardino proclaimed a local emergency as a result of the Line Fire; and

WHEREAS, on September 7, 2024, Governor Newsom proclaimed a State of Emergency in San Bernardino County as a result of the Line Fire and announced that California has secured a Fire Management Assistance Grant from the Federal Emergency Management Agency (FEMA) to help ensure the availability of vital resources to suppress the fire; and

WHEREAS, HMC Section 2.44.060 designates the City Manager, as Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City Council is not in session, subject to ratification by the City Council within seven days; and

WHEREAS, September 11, 2024, the City Manager, in his capacity as Director of Emergency Services, duly and reasonably proclaimed the existence of a local emergency in the City of Highland on that date due to the Line Fire; and

WHEREAS, CMC Section 2.44.060(A) states that the City Council shall take action to ratify the proclamation of the Director of Emergency Services within seven (7) days thereafter or the proclamation shall have no further force and effect.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AS FOLLOWS:

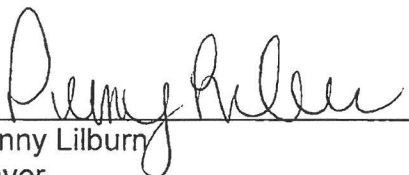
Section 1. The City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency by the Director of Emergency Services on September 11, 2024, due to the Line Fire.

Section 2. The local emergency shall be in effect from and including September 11, 2024, until such time that the City Council determines that the emergency conditions have been abated.

Section 3. The City Council shall review this proclamation of local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

Section 4. During the existence of this local emergency the powers, functions, and duties of the emergency organization of the City of Highland shall be those prescribed by applicable statutes, ordinances, and resolutions, and by the City's Emergency Operations Plan.

PASSED, APPROVED AND ADOPTED on the 12th day of September 2024.

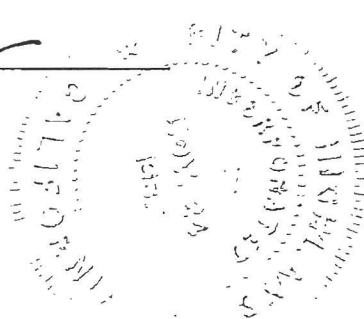


Penny Lilburn
Mayor

ATTEST:



Alondra Muñoz
City Clerk

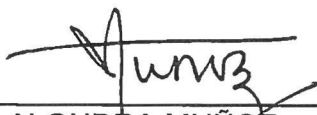


STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF HIGHLAND)

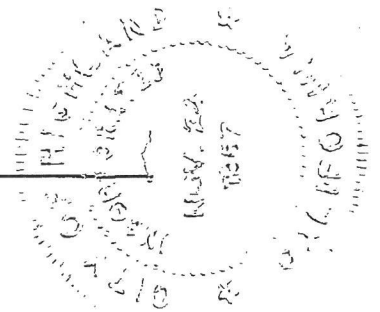
I, ALONDRA MUÑOZ, City Clerk of the City of Highland, California, do hereby certify Resolution No. 2024-044 was duly and regularly adopted by the City Council of the City of Highland, California, at a special meeting thereof held on the 12th day of September, 2024, by the following vote:

AYES: Chavez-Cordova, Lilburn, McCallon, Solano, Timmer
NOES: None
ABSTAIN: None
ABSENT: None

Dated this 12th day of September, 2024.



ALONDRA MUÑOZ
CITY CLERK



ATTACHMENT 3

RESOLUTION NO. 2024-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, PROCLAIMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY AS A RESULT OF THE LINE FIRE

WHEREAS, Section 2.44.060 of the Highland Municipal Code ("HMC") authorizes the City Council to proclaim the existence of a "Local Emergency" and delegates such authority to the City's Director of Emergency Services if the City Council is not in session; and

WHEREAS, on the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. The Line Fire caused conditions of extreme peril to the safety of persons and property within the City of Highland and resulted in fire damage and evacuation warnings for parts of the City; and

WHEREAS, on September 11, 2024, the City Manager, in his capacity as Director of Emergency Services, duly and reasonably proclaimed the existence of a local emergency in the City of Highland on that date due to the Line Fire; and

WHEREAS, HMC Section 2.44.060(A) states that the City Council shall take action to ratify the proclamation of the Director of Emergency Services within seven days thereafter or the proclamation shall have no further force and effect.

WHEREAS, on September 12, 2024, the City Council adopted Resolution 2024-44 ratifying the Director of Emergency Service's proclamation of a local emergency.

WHEREAS, on October 8, 2024, the City Council adopted Resolution 2024-45 to extend the proclamation of a local emergency.

WHEREAS, the Line Fire has burned 43,978 acres in San Bernardino County and is approximately 98% contained. The fire originated in Highland and burned areas in Highland that are now susceptible to mud and debris flow and possible landslides.

WHEREAS, the City Council hereby finds that the above described conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency, and that such conditions continue, in substantial part, in that the work necessary to protect, repair and clean up damage and recover from the damage is ongoing and the City continues to pursue reimbursement from emergency state and federal funds for its costs of responding to these emergencies.

NOW, THEREFORE BE IT PROCLAIMED AND ORDERED, by the City Council that state of Local Emergency, as previously declared by the Director of Emergency Services and ratified by the City Council, is hereby further reviewed and confirmed.

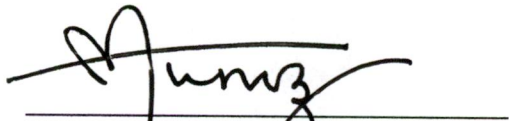
IT IS FURTHER PROCLAIMED AND ORDERED that the City Council shall review this proclamation of local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Highland, State of California.

PASSED, APPROVED AND ADOPTED on the 12th day of November 2024.


Larry McCallon
Mayor Pro Tem

ATTEST:


Alondra Muñoz
City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF HIGHLAND)

I, ALONDRA MUÑOZ, City Clerk of the City of Highland, California, do hereby certify Resolution No. 2024-051 was duly and regularly adopted by the City Council of the City of Highland, California, at a regular meeting thereof held on the 12th day of November, 2024, by the following vote:

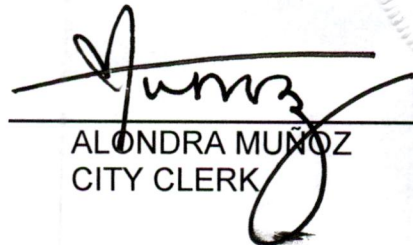
AYES: Chavez-Cordova, McCallon, Solano, Timmer

NOES: None

ABSTAIN: None

ABSENT: Lilburn

Dated this 13th day of November, 2024.



ALONDRA MUÑOZ
CITY CLERK



RESOLUTION NO. 2024-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, PROCLAIMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY AS A RESULT OF THE LINE FIRE

WHEREAS, Section 2.44.060 of the Highland Municipal Code ("HMC") authorizes the City Council to proclaim the existence of a "Local Emergency" and delegates such authority to the City's Director of Emergency Services if the City Council is not in session; and

WHEREAS, on the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. The Line Fire caused conditions of extreme peril to the safety of persons and property within the City of Highland and resulted in fire damage and evacuation warnings for parts of the City; and

WHEREAS, on September 11, 2024, the City Manager, in his capacity as Director of Emergency Services, duly and reasonably proclaimed the existence of a local emergency in the City of Highland on that date due to the Line Fire; and

WHEREAS, HMC Section 2.44.060(A) states that the City Council shall take action to ratify the proclamation of the Director of Emergency Services within seven days thereafter or the proclamation shall have no further force and effect.

WHEREAS, on September 12, 2024, the City Council adopted Resolution 2024-44 ratifying the Director of Emergency Service's proclamation of a local emergency.

WHEREAS, on October 8, 2024, the City Council adopted Resolution 2024-45 to extend the proclamation of a local emergency.

WHEREAS, on November 12, 2024, the City Council adopted Resolution 2024-51 to further extend the proclamation of a local emergency.

WHEREAS, the Line Fire has burned 43,978 acres in San Bernardino County and is approximately 98% contained. The fire originated in Highland and burned areas in Highland that are now susceptible to mud and debris flow and possible landslides.

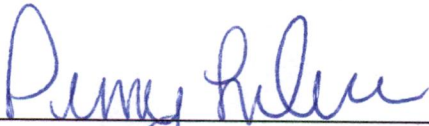
WHEREAS, the City Council hereby finds that the above described conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency, and that such conditions continue, in substantial part, in that the work necessary to protect, repair and clean up damage and recover from the damage is ongoing and the City continues to pursue reimbursement from emergency state and federal funds for its costs of responding to these emergencies.

NOW, THEREFORE BE IT PROCLAIMED AND ORDERED, by the City Council that state of Local Emergency, as previously declared by the Director of Emergency Services and ratified by the City Council, is hereby further reviewed and confirmed.

IT IS FURTHER PROCLAIMED AND ORDERED that the City Council shall review this proclamation of local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

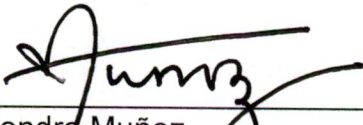
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Highland, State of California.

PASSED, APPROVED AND ADOPTED on the 10th day of December, 2024.



Penny Lilburn
Mayor

ATTEST:



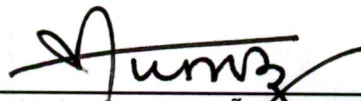
Alondra Muñoz
City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF HIGHLAND)

I, ALONDRA MUÑOZ, City Clerk of the City of Highland, California, do hereby certify Resolution No. 2024-055 was duly and regularly adopted by the City Council of the City of Highland, California, at a regular meeting thereof held on the 10th day of December, 2024, by the following vote:

AYES: Hogan, Lilburn, McCallon, Solano, Timmer
NOES: None
ABSTAIN: None
ABSENT: None

Dated this 11th day of December, 2024.



ALONDRA MUÑOZ
CITY CLERK



RESOLUTION NO. 2025-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, PROCLAIMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY AS A RESULT OF THE LINE FIRE

WHEREAS, Section 2.44.060 of the Highland Municipal Code ("HMC") authorizes the City Council to proclaim the existence of a "Local Emergency" and delegates such authority to the City's Director of Emergency Services if the City Council is not in session; and

WHEREAS, on the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. The Line Fire caused conditions of extreme peril to the safety of persons and property within the City of Highland and resulted in fire damage and evacuation warnings for parts of the City; and

WHEREAS, on September 11, 2024, the City Manager, in his capacity as Director of Emergency Services, duly and reasonably proclaimed the existence of a local emergency in the City of Highland on that date due to the Line Fire; and

WHEREAS, HMC Section 2.44.060(A) states that the City Council shall take action to ratify the proclamation of the Director of Emergency Services within seven days thereafter or the proclamation shall have no further force and effect.

WHEREAS, on September 12, 2024, the City Council adopted Resolution 2024-44 ratifying the Director of Emergency Service's proclamation of a local emergency.

WHEREAS, on October 8, 2024, the City Council adopted Resolution 2024-45 to extend the proclamation of a local emergency.

WHEREAS, on November 12, 2024, the City Council adopted Resolution 2024-51 to further extend the proclamation of a local emergency.

WHEREAS, on December 10, 2024, the City Council adopted Resolution 2024-55 to further extend the proclamation of a local emergency.

WHEREAS, the Line Fire burned 43,978 acres in San Bernardino County. The fire originated in Highland and burned areas in Highland that are now susceptible to mud and debris flow and possible landslides.

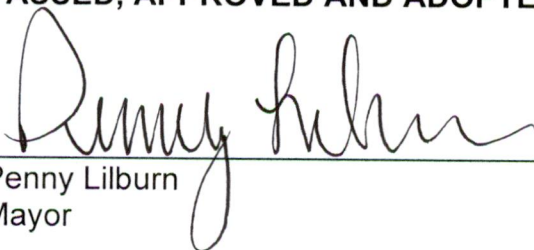
WHEREAS, the City Council hereby finds that the above described conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency, and that such conditions continue, in substantial part, in that the work necessary to protect, repair and clean up damage and recover from the damage is ongoing and the City continues to pursue reimbursement from emergency state and federal funds for its costs of responding to these emergencies.

NOW, THEREFORE BE IT PROCLAIMED AND ORDERED, by the City Council that state of Local Emergency, as previously declared by the Director of Emergency Services and ratified by the City Council, is hereby further reviewed and confirmed.

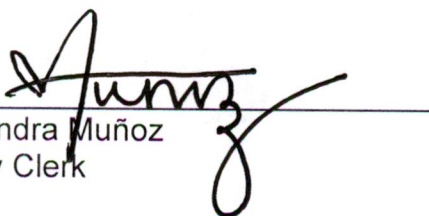
IT IS FURTHER PROCLAIMED AND ORDERED that the City Council shall review this proclamation of local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Highland, State of California.

PASSED, APPROVED AND ADOPTED on the 28th day of January, 2025.


Penny Lilburn
Mayor

ATTEST:


Alondra Muñoz
City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF HIGHLAND)

I, ALONDRA MUÑOZ, City Clerk of the City of Highland, California, do hereby certify Resolution No. 2025-001 was duly and regularly adopted by the City Council of the City of Highland, California, at a special meeting thereof held on the 28th day of January, 2025, by the following vote:

AYES: Hogan, Lilburn, McCallon

NOES: None

ABSTAIN: None

ABSENT: Timmer

VACANCY: District 2 Seat

Dated this 29th day of January, 2025.



ALONDRA MUÑOZ
CITY CLERK



RESOLUTION NO. 2025-008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, PROCLAIMING THE CONTINUED EXISTENCE OF A
LOCAL EMERGENCY AS A RESULT OF THE LINE FIRE**

WHEREAS, Section 2.44.060 of the Highland Municipal Code (“HMC”) authorizes the City Council to proclaim the existence of a “Local Emergency” and delegates such authority to the City’s Director of Emergency Services if the City Council is not in session; and

WHEREAS, on the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. The Line Fire caused conditions of extreme peril to the safety of persons and property within the City of Highland and resulted in fire damage and evacuation warnings for parts of the City; and

WHEREAS, on September 11, 2024, the City Manager, in his capacity as Director of Emergency Services, duly and reasonably proclaimed the existence of a local emergency in the City of Highland on that date due to the Line Fire; and

WHEREAS, HMC Section 2.44.060(A) states that the City Council shall take action to ratify the proclamation of the Director of Emergency Services within seven days thereafter or the proclamation shall have no further force and effect.

WHEREAS, on September 12, 2024, the City Council adopted Resolution 2024-44 ratifying the Director of Emergency Service’s proclamation of a local emergency.

WHEREAS, on October 8, 2024, the City Council adopted Resolution 2024-45 to extend the proclamation of a local emergency.

WHEREAS, on November 12, 2024, the City Council adopted Resolution 2024-51 to further extend the proclamation of a local emergency.

WHEREAS, on December 10, 2024, the City Council adopted Resolution 2024-55 to further extend the proclamation of a local emergency.

WHEREAS, on January 28, 2025, the City Council adopted Resolution 2025-01 to further extend the proclamation of a local emergency.

WHEREAS, the Line Fire burned 43,978 acres in San Bernardino County. The fire originated in Highland and burned areas in Highland that are now susceptible to mud and debris flow and possible landslides.

WHEREAS, the City Council hereby finds that the above described conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency, and that such conditions continue, in substantial part, in that the work necessary to protect, repair and clean up damage and recover from the damage is ongoing and the

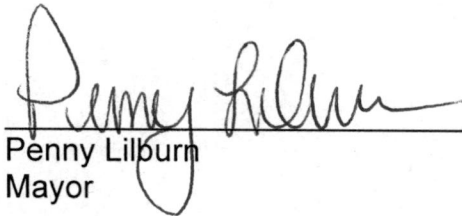
City continues to pursue reimbursement from emergency state and federal funds for its costs of responding to these emergencies.

NOW, THEREFORE BE IT PROCLAIMED AND ORDERED, by the City Council that state of Local Emergency, as previously declared by the Director of Emergency Services and ratified by the City Council, is hereby further reviewed and confirmed.

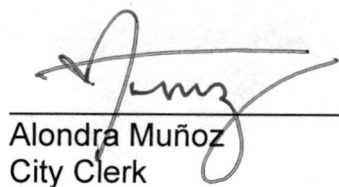
IT IS FURTHER PROCLAIMED AND ORDERED that the City Council shall review this proclamation of local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Highland, State of California.

PASSED, APPROVED AND ADOPTED on the 27th day of March 2025.


Penny Lilburn
Mayor

ATTEST:


Alondra Muñoz
City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF HIGHLAND)

I, ALONDRA MUÑOZ, City Clerk of the City of Highland, California, do hereby certify Resolution No. 2025-008 was duly and regularly adopted by the City Council of the City of Highland, California, at a special meeting thereof held on the 27th day of March, 2025, by the following vote:

AYES: Hogan, Lilburn, Saldana, Timmer

NOES: None

ABSTAIN: None

ABSENT: McCallon

Dated this 31st day of March, 2025.



ALONDRA MUÑOZ
CITY CLERK



RESOLUTION NO. 2025-009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, PROCLAIMING THE CONTINUED EXISTENCE OF A
LOCAL EMERGENCY AS A RESULT OF THE LINE FIRE**

WHEREAS, Section 2.44.060 of the Highland Municipal Code (“HMC”) authorizes the City Council to proclaim the existence of a “Local Emergency” and delegates such authority to the City’s Director of Emergency Services if the City Council is not in session; and

WHEREAS, on the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. The Line Fire caused conditions of extreme peril to the safety of persons and property within the City of Highland and resulted in fire damage and evacuation warnings for parts of the City; and

WHEREAS, on September 11, 2024, the City Manager, in his capacity as Director of Emergency Services, duly and reasonably proclaimed the existence of a local emergency in the City of Highland on that date due to the Line Fire; and

WHEREAS, HMC Section 2.44.060(A) states that the City Council shall take action to ratify the proclamation of the Director of Emergency Services within seven days thereafter or the proclamation shall have no further force and effect.

WHEREAS, on September 12, 2024, the City Council adopted Resolution 2024-44 ratifying the Director of Emergency Service’s proclamation of a local emergency.

WHEREAS, on October 8, 2024, the City Council adopted Resolution 2024-45 to extend the proclamation of a local emergency.

WHEREAS, on November 12, 2024, the City Council adopted Resolution 2024-51 to further extend the proclamation of a local emergency.

WHEREAS, on December 10, 2024, the City Council adopted Resolution 2024-55 to further extend the proclamation of a local emergency.

WHEREAS, on January 28, 2025, the City Council adopted Resolution 2025-01 to further extend the proclamation of a local emergency.

WHEREAS, on March 27, 2025, the City Council adopted Resolution 2025-08 to further extend the proclamation of a local emergency.

WHEREAS, the Line Fire burned 43,978 acres in San Bernardino County. The fire originated in Highland and burned areas in Highland that are now susceptible to mud and debris flow and possible landslides.

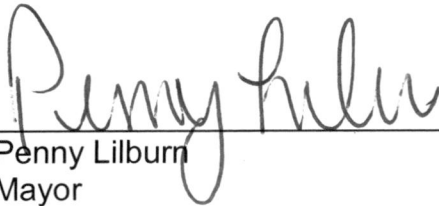
WHEREAS, the City Council hereby finds that the above described conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency, and that such conditions continue, in substantial part, in that the work necessary to protect, repair and clean up damage and recover from the damage is ongoing and the City continues to pursue reimbursement from emergency state and federal funds for its costs of responding to these emergencies.

NOW, THEREFORE BE IT PROCLAIMED AND ORDERED, by the City Council that state of Local Emergency, as previously declared by the Director of Emergency Services and ratified by the City Council, is hereby further reviewed and confirmed.

IT IS FURTHER PROCLAIMED AND ORDERED that the City Council shall review this proclamation of local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Highland, State of California.

PASSED, APPROVED AND ADOPTED on the 13th day of May, 2025.



Penny Lilburn
Mayor



ATTEST:



Alondra Muñoz
City Clerk

STATE OF CALIFORNIA)

COUNTY OF SAN BERNARDINO)

CITY OF HIGHLAND)

I, ALONDRA MUÑOZ, CMC, City Clerk of the City of Highland, California, do hereby certify Resolution No. 2025-009 was duly and regularly adopted by the City Council of the City of Highland, California, at a regular meeting thereof held on the 13th day of May, 2025, by the following vote:

AYES: Hogan, Lilburn, McCallon, Saldana, Timmer

NOES: None

ABSTAIN: None

ABSENT: None

Dated this 14th day of May, 2025.



ALONDRA MUÑOZ, CMC
CITY CLERK

RESOLUTION NO. 2025-036

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA,
PROCLAIMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY AS A
RESULT OF THE LINE FIRE**

WHEREAS, Section 2.44.060 of the Highland Municipal Code (“HMC”) authorizes the City Council to proclaim the existence of a “Local Emergency” and delegates such authority to the City’s Director of Emergency Services if the City Council is not in session; and

WHEREAS, on the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. The Line Fire caused conditions of extreme peril to the safety of persons and property within the City of Highland and resulted in fire damage and evacuation warnings for parts of the City; and

WHEREAS, on September 11, 2024, the City Manager, in his capacity as Director of Emergency Services, duly and reasonably proclaimed the existence of a local emergency in the City of Highland on that date due to the Line Fire; and

WHEREAS, HMC Section 2.44.060(A) states that the City Council shall take action to ratify the proclamation of the Director of Emergency Services within seven days thereafter or the proclamation shall have no further force and effect.

WHEREAS, on September 12, 2024, the City Council adopted Resolution 2024-44 ratifying the Director of Emergency Service’s proclamation of a local emergency.

WHEREAS, on October 8, 2024, the City Council adopted Resolution 2024-45 to extend the proclamation of a local emergency.

WHEREAS, on November 12, 2024, the City Council adopted Resolution 2024-51 to further extend the proclamation of a local emergency.

WHEREAS, on December 10, 2024, the City Council adopted Resolution 2024-55 to further extend the proclamation of a local emergency.

WHEREAS, on January 28, 2025, the City Council adopted Resolution 2025-01 to further extend the proclamation of a local emergency.

WHEREAS, on March 27, 2025, the City Council adopted Resolution 2025-08 to further extend the proclamation of a local emergency.

WHEREAS, on May 13, 2025, the City Council adopted Resolution 2025-09 to further extend the proclamation of a local emergency.

WHEREAS, the Line Fire burned 43,978 acres in San Bernardino County. The fire originated in Highland and burned areas in Highland that are now susceptible to mud and debris flow and possible landslides.

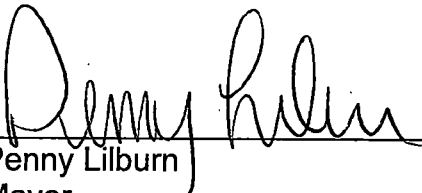
WHEREAS, the City Council hereby finds that the above described conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency, and that such conditions continue, in substantial part, in that the work necessary to protect, repair and clean up damage and recover from the damage is ongoing and the City continues to pursue reimbursement from emergency state and federal funds for its costs of responding to these emergencies.

NOW, THEREFORE BE IT PROCLAIMED AND ORDERED, by the City Council that state of Local Emergency, as previously declared by the Director of Emergency Services and ratified by the City Council, is hereby further reviewed and confirmed.

IT IS FURTHER PROCLAIMED AND ORDERED that the City Council shall review this proclamation of local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Highland, State of California.

PASSED, APPROVED AND ADOPTED on the 8th day of July, 2025.



Penny Lilburn
Mayor

ATTEST:



Alondra Muñoz
City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF HIGHLAND)

I, ALONDRA MUÑOZ, CMC, City Clerk of the City of Highland, California, do hereby certify Resolution No. 2025-036 was duly and regularly adopted by the City Council of the City of Highland, California, at a regular meeting thereof held on the 8th day of July, 2025, by the following vote:

AYES: Hogan, Lilburn, McCallon, Saldana, Timmer

NOES: None

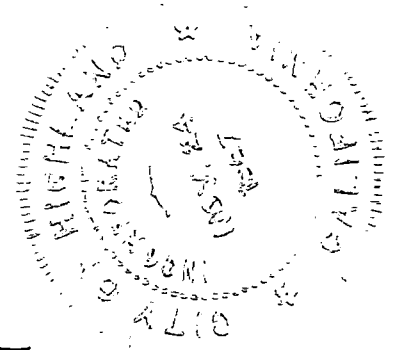
ABSTAIN: None

ABSENT: None

Dated this 9th day of July, 2025.



ALONDRA MUÑOZ, CMC
CITY CLERK



RESOLUTION NO. 2025-038

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, PROCLAIMING THE CONTINUED EXISTENCE OF A
LOCAL EMERGENCY AS A RESULT OF THE LINE FIRE**

WHEREAS, Section 2.44.060 of the Highland Municipal Code (“HMC”) authorizes the City Council to proclaim the existence of a “Local Emergency” and delegates such authority to the City’s Director of Emergency Services if the City Council is not in session; and

WHEREAS, on the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. The Line Fire caused conditions of extreme peril to the safety of persons and property within the City of Highland and resulted in fire damage and evacuation warnings for parts of the City; and

WHEREAS, on September 11, 2024, the City Manager, in his capacity as Director of Emergency Services, duly and reasonably proclaimed the existence of a local emergency in the City of Highland on that date due to the Line Fire; and

WHEREAS, HMC Section 2.44.060(A) states that the City Council shall take action to ratify the proclamation of the Director of Emergency Services within seven days thereafter or the proclamation shall have no further force and effect.

WHEREAS, on September 12, 2024, the City Council adopted Resolution 2024-44 ratifying the Director of Emergency Service’s proclamation of a local emergency.

WHEREAS, on October 8, 2024, the City Council adopted Resolution 2024-45 to extend the proclamation of a local emergency.

WHEREAS, on November 12, 2024, the City Council adopted Resolution 2024-51 to further extend the proclamation of a local emergency.

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WHEREAS, on January 28, 2025, the City Council adopted Resolution 2025-01 to further extend the proclamation of a local emergency.

WHEREAS, on March 27, 2025, the City Council adopted Resolution 2025-08 to further extend the proclamation of a local emergency.

WHEREAS, on May 13, 2025, the City Council adopted Resolution 2025-09 to further extend the proclamation of a local emergency.

WHEREAS, on July 8, 2025, the City Council adopted Resolution 2025-36 to further extend the proclamation of a local emergency.

WHEREAS, the Line Fire burned 43,978 acres in San Bernardino County. The fire originated in Highland and burned areas in Highland that are now susceptible to mud and debris flow and possible landslides.

WHEREAS, the City Council hereby finds that the above described conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency, and that such conditions continue, in substantial part, in that the work necessary to protect, repair and clean up damage and recover from the damage is ongoing and the City continues to pursue reimbursement from emergency state and federal funds for its costs of responding to these emergencies.

NOW, THEREFORE BE IT PROCLAIMED AND ORDERED, by the City Council that state of Local Emergency, as previously declared by the Director of Emergency Services and ratified by the City Council, is hereby further reviewed and confirmed.

IT IS FURTHER PROCLAIMED AND ORDERED that the City Council shall review this proclamation of local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Highland, State of California.

PASSED, APPROVED AND ADOPTED on the 12th day of August, 2025.



Penny Lilburn
Mayor

ATTEST:



Alondra Muñoz
City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF HIGHLAND)

I, ALONDRA MUÑOZ, CMC, City Clerk of the City of Highland, California, do hereby certify Resolution No. 2025-038 was duly and regularly adopted by the City Council of the City of Highland, California, at a regular meeting thereof held on the 12th day of August, 2025, by the following vote:

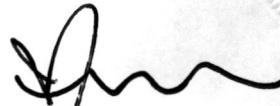
AYES: Hogan, Lilburn, McCallon, Saldana, Timmer

NOES: None

ABSTAIN: None

ABSENT: None

Dated this 13th day of August, 2025.



ALONDRA MUÑOZ, CMC
CITY CLERK



RESOLUTION NO. 2025-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, PROCLAIMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY AS A RESULT OF THE LINE FIRE

WHEREAS, Section 2.44.060 of the Highland Municipal Code ("HMC") authorizes the City Council to proclaim the existence of a "Local Emergency" and delegates such authority to the City's Director of Emergency Services if the City Council is not in session; and

WHEREAS, on the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. The Line Fire caused conditions of extreme peril to the safety of persons and property within the City of Highland and resulted in fire damage and evacuation warnings for parts of the City; and

WHEREAS, on September 11, 2024, the City Manager, in his capacity as Director of Emergency Services, duly and reasonably proclaimed the existence of a local emergency in the City of Highland on that date due to the Line Fire; and

WHEREAS, HMC Section 2.44.060(A) states that the City Council shall take action to ratify the proclamation of the Director of Emergency Services within seven days thereafter or the proclamation shall have no further force and effect.

WHEREAS, on September 12, 2024, the City Council adopted Resolution 2024-44 ratifying the Director of Emergency Service's proclamation of a local emergency.

WHEREAS, on October 8, 2024, the City Council adopted Resolution 2024-45 to extend the proclamation of a local emergency.

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WHEREAS, on May 13, 2025, the City Council adopted Resolution 2025-09 to further extend the proclamation of a local emergency.

WHEREAS, on July 8, 2025, the City Council adopted Resolution 2025-36 to further extend the proclamation of a local emergency.

WHEREAS, on August 12, 2025, the City Council adopted Resolution 2025-38 to further extend the proclamation of a local emergency.

WHEREAS, the Line Fire burned 43,978 acres in San Bernardino County. The fire originated in Highland and burned areas in Highland that are now susceptible to mud and debris flow and possible landslides.

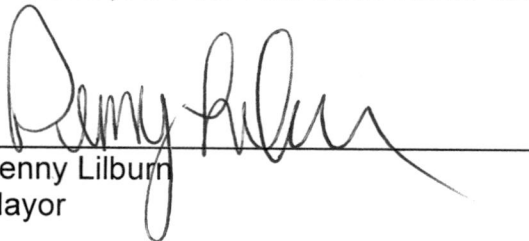
WHEREAS, the City Council hereby finds that the above described conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency, and that such conditions continue, in substantial part, in that the work necessary to protect, repair and clean up damage and recover from the damage is ongoing and the City continues to pursue reimbursement from emergency state and federal funds for its costs of responding to these emergencies.

NOW, THEREFORE BE IT PROCLAIMED AND ORDERED, by the City Council that state of Local Emergency, as previously declared by the Director of Emergency Services and ratified by the City Council, is hereby further reviewed and confirmed.

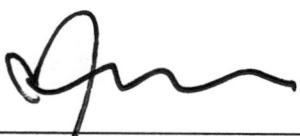
IT IS FURTHER PROCLAIMED AND ORDERED that the City Council shall review this proclamation of local emergency at least once every sixty (60) days until the City Council terminates the local emergency.

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Highland, State of California.

PASSED, APPROVED AND ADOPTED on the 9th day of September 2025.


Penny Lilburn
Mayor

ATTEST:


Alondra Muñoz
City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF HIGHLAND)

I, ALONDRA MUÑOZ, CMC, City Clerk of the City of Highland, California, do hereby certify Resolution No. 2025-044 was duly and regularly adopted by the City Council of the City of Highland, California, at a regular meeting thereof held on the 9th day of September, 2025, by the following vote:

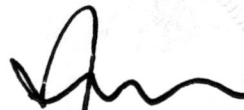
AYES: Lilburn, McCallon, Timmer

NOES: None

ABSTAIN: None

ABSENT: Hogan, Saldana

Dated this 10th day of September, 2025.



ALONDRA MUÑOZ, CMC
CITY CLERK



ATTACHMENT 4

RESOLUTION NO. 2025-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, PROCLAIMING THE TERMINATION OF A LOCAL
EMERGENCY RELATED TO THE LINE FIRE**

WHEREAS, Section 2.44.060 of the Highland Municipal Code (“HMC”) authorizes the City Council to proclaim the existence of a “Local Emergency” and delegates such authority to the City’s Director of Emergency Services if the City Council is not in session; and

WHEREAS, on the evening of Thursday, September 5, 2024, the Line Fire broke out in Highland. The Line Fire caused conditions of extreme peril to the safety of persons and property within the City of Highland and resulted in fire damage and evacuation warnings for parts of the City; and

WHEREAS, on September 11, 2024, the City Manager, in his capacity as Director of Emergency Services, duly and reasonably proclaimed the existence of a local emergency in the City of Highland on that date due to the Line Fire; and

WHEREAS, HMC Section 2.44.060(A) states that the City Council shall take action to ratify the proclamation of the Director of Emergency Services within seven days thereafter or the proclamation shall have no further force and effect.

WHEREAS, on September 12, 2024, the City Council adopted Resolution 2024-44 ratifying the Director of Emergency Service’s proclamation of a local emergency.

WHEREAS, on October 8, 2024, the City Council adopted Resolution 2024-45 to extend the proclamation of a local emergency.

WHEREAS, on November 12, 2024, the City Council adopted Resolution 2024-51 to further extend the proclamation of a local emergency.

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WHEREAS, on January 28, 2025, the City Council adopted Resolution 2025-01 to further extend the proclamation of a local emergency.

WHEREAS, on March 27, 2025, the City Council adopted Resolution 2025-08 to further extend the proclamation of a local emergency.

WHEREAS, on May 13, 2025, the City Council adopted Resolution 2025-09 to further extend the proclamation of a local emergency.

WHEREAS, on July 8, 2025, the City Council adopted Resolution 2025-36 to further extend the proclamation of a local emergency.

WHEREAS, on August 12, 2025, the City Council adopted Resolution 2025-38 to further extend the proclamation of a local emergency.

WHEREAS, on September 9, 2025, the City Council adopted Resolution 2025-44 to further extend the proclamation of a local emergency.

WHEREAS, the Line Fire burned 43,978 acres in San Bernardino County. The fire originated in Highland and burned areas in Highland that are now susceptible to mud and debris flow and possible landslides.

WHEREAS, the City Council hereby finds that the above-described conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency, and that such conditions no longer exist.

NOW, THEREFORE BE IT PROCLAIMED AND ORDERED, by the City Council that state of Local Emergency, as previously declared by the Director of Emergency Services and ratified by the City Council, is hereby terminated.

PASSED, APPROVED AND ADOPTED on the 14th day of October 2025.

Penny Lilburn
Mayor

ATTEST:

Alondra Muñoz
City Clerk



Staff Report

to the City Council

Agenda
Item
No.14.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Leticia Nava-Cruz, Administrative Services Director
Prepared By: Carlos Zamano, City Manager
Subject: Yuhaaviatam of San Manuel Nation Restricted Grant Agreement

Recommendation:

Authorize the City Manager to sign the attached Yuhaaviatam of San Manuel Nation Restricted Grant Agreement to replace handheld radio communications equipment for the City's Fire Department.

Fiscal Impact:

The total amount of the grant to be used by the City pursuant to this Agreement upon completion of the work is \$140,000.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

After meeting with representatives from Yuhaaviatam of San Manuel Nation (Tribe), Highland Battalion Fire Chief Liz Brown with Cal Fire was encouraged to submit an off-cycle grant application on behalf of the City to replace outdated and obsolete handheld radio communications equipment. On July 16, 2025, City staff received notice of the Tribe's approval of a \$140,000 grant award in support of the City's efforts to secure new radio devices for the City's Fire Department.

The City of Highland contracts with the Cal Fire for fire protection services. Highland has a direct interest in ensuring that Cal Fire, San Manuel Fire Department, and other mutual aid partners can communicate effectively and reliably during emergency operations. Interoperable communications are essential for timely, coordinated response efforts.

Replacement parts for the current handheld radio communications equipment are no longer supported by manufacturers. The requested funding will enable the acquisition of modern, serviceable handheld radio systems that will ensure seamless communication. With assistance from Cal Fire, we will procure equipment that is durable and compatible with our mutual aid partners.

The bid award for this project will be presented to the City Council at a future meeting.

Staff recommends that the City Council authorize the City Manager to sign the Grant Restricted Agreement with the Tribe. The City Attorney has reviewed this agreement and has approved as to form.

Attachments:

1. Restricted Grant Agreement

RESTRICTED GRANT AGREEMENT

Yuhaaviatam of San Manuel Nation

and

City of Highland

This Restricted Grant Agreement (this “**Agreement**”) is made and entered into as of October 14, 2025 (the “**Effective Date**”) by and between the Yuhaaviatam of San Manuel Nation, a federally recognized Indian Tribe located at 26569 Community Center Drive, Highland, California 92346 (“**Tribe**”), and City of Highland, a municipal corporation located at 27215 Base Line, Highland CA 92346 (“**Grantee**”). Tribe, on the one hand, and Grantee, on the other hand, are each referred to herein individually as a “**Party**” and together as the “**Parties**.”

I. GRANTEE’S STATUS. This grant is specifically conditioned upon Grantee’s status as an eligible grantee of Tribe in accordance with this Section. Grantee represents and warrants that it is a municipal corporation.

II. AMOUNT AND PAYMENT OF GRANT. Subject to the terms and conditions of this Agreement, Tribe hereby agrees to make a grant to Grantee equal to One Hundred and Forty Thousand Dollars (\$140,000.00) (such amount and all income and gain earned thereon hereinafter collectively referred to as the “**Grant**”), which shall be paid in accordance with the following schedule, in each case, subject to Tribe’s prior receipt and written approval of all of Grantee’s reports identified in Section VI.d. and Attachment A:

Payment Date	Amount
By October 14, 2025	\$140,000

III. PURPOSE OF GRANT. The Parties acknowledge and agree that the purpose of the Grant is to provide funding in support of the City of Highland Fire Grant which shall be used to purchase new handheld radios for firefighters as more specifically described in Attachment A (hereinafter the “**Grant Project**”). The funding for the Grant Project shall be used from the Effective Date until August 31, 2026 (the “**Grant Period**”). Grantee is strongly encouraged to provide supplemental financial and other institutional support to extend the scope and success of each of the initiatives of the Grant Project.

The Grant is made only for the specific charitable purposes described in this Agreement. The Grant may not be used for any other purpose without prior written approval from Tribe.

IV. OBJECTIVES & EXPECTED OUTCOMES OF GRANT PROJECT

a. Objectives. Grantee shall use the Grant to undertake the activities described in Attachment A: Goals, Objectives, Outcomes and Evaluations (“**Attachment A**”), attached hereto and incorporated herein by reference, within the timeframe outlined in Attachment A and in accordance with Attachment B: Yuhaaviatam of San Manuel Nation Grant Program/Project Budget (“**Attachment B**”), attached hereto and incorporated herein by reference, unless otherwise agreed by Tribe in writing.

b. Outcomes. Grantee shall measure and report the outcomes to Tribe as provided in Attachment A.

V. RECOGNITION. In recognition of the Grant, Grantee will express its appreciation and provide recognition publicly to Tribe as set forth in Attachment C: Recognition (“**Attachment C**”), attached hereto and incorporated herein by reference. In addition, Grantee shall (i) ensure that Tribe is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the Grant and (ii) list Tribe as a funder or supporter in its annual report, if any. Notwithstanding anything to the contrary in this Agreement or Attachment C, all proposed Grantee external communications regarding Tribe shall be submitted first to Tribe for its review and written approval.

VI. ADDITIONAL TERMS AND CONDITIONS OF GRANT. Grantee and Tribe hereby agree that the Grant is subject to the following additional terms and conditions:

a. Expenditure of Grant.

1. *Use and Management of Grant*. Grantee will spend the Grant only for the purposes of funding the Grant Project as described above. The investment, administration, distribution and stewardship of any current-use fund established by the Grant will be accomplished in accordance with applicable law and Grantee policies, which policies Grantee may amend from time to time.

2. *Expenditures*. Any material changes to Attachment B require Tribe’s prior written approval. Grantee must also report to Tribe any change, including, but not limited to, changes in expenses, funding, personnel, materials, service area or population, or timelines (as applicable), which impact at least two-and-one-half percent (2.5%) of the reported budget and use of funds for the Grant Project detailed in Attachment B.

3. *Payment of Funds to Related Parties of Tribe*. No part of the Grant may be paid directly to any director, officer, employee or citizen (or their family members) of Tribe for any purpose.

b. Return of Grant. Grantee shall return to Tribe all or any portion of the Grant not previously spent or irrevocably committed in compliance with and in reliance on this Agreement, and Tribe shall have the right to suspend or withhold unpaid installments of the Grant if:

1. Tribe, in its reasonable discretion, determines that Grantee has not performed in accordance with this Agreement;

2. Any portion of the Grant is not used for the Grant Project; or

3. Necessary to comply with any applicable requirements of law.

In addition, Grantee shall return any unused portion of the Grant promptly to Tribe upon the completion of the Grant Period, unless Tribe agrees in writing to extend the Grant Period or repurpose the funds.

c. Records, Audits, Site Visits. The Grant provided by Tribe will be accounted for separately in Grantee's books and records. A systematic accounting record shall be kept by Grantee of the receipt and use of the Grant. Grantee will retain original substantiating documents related to Grant expenditures and will make these records available for Tribe's review upon its reasonable request. Grantee will be responsible for maintaining adequate financial records pertaining to the Grant throughout the Grant Period and for at least five (5) years following the completion of the Grant Period. Tribe or a designated representative of Tribe shall have the right to conduct a site visit and/or audit Grantee's books and records relating to the expenditure of the Grant upon Grantee's receipt of reasonable written notice from Tribe.

d. Reports.

1. Grantee will complete all reporting required by this Section VI.d. and Attachment A. In the event of any inconsistency between this Section VI.d. and Attachment A, the more comprehensive reporting requirement will apply. All reports and the assessment of progress toward Goals, Objectives, and Outcomes are subject to the approval and acceptance of Tribe in its sole and absolute discretion and approval and acceptance of all such reports due on or prior to any payment of a portion of the Grant.

2. Grantee will submit written semi-annual summative reports to Tribe by March 15 and September 15 of each year during the Grant Period and will submit a final report to Tribe within sixty (60) days after the completion of the Grant Period (or the earlier termination of this Agreement, if applicable). Such written reports must be signed by the City Manager and shall conform to the report templates provided by Tribe's Strategic Philanthropy Department. In particular, the reports shall describe in detail Grantee's use of the Grant, compliance with the terms of the Grant and the progress made by Grantee toward achieving the purposes for which the Grant was made.

e. Subgrantee Compliance. Grantee hereby confirms that it has the ability to cause and will cause any subgrantee of the Grant to comply with this Agreement (e.g., if and to the extent a subgrantee is contemplated in Attachment A).

f. Licensing and Credentials. Grantee will maintain or cause to be maintained, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, its employees and all other entities and individuals engaged in work in conjunction with the Grant.

g. Management and Organizational Changes. Grantee will provide immediate written notice to Tribe if significant changes or events occur during the Grant Period which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in Grantee's management personnel or losses of funding from any other sources.

h. Termination. Either Party hereto may terminate this Agreement upon not less than thirty (30) days' prior written notice to the other for failure on the part of such Party to perform a material obligation hereunder, or for a breach of any of such Party's representations or warranties made in this Agreement. Tribe may terminate this Agreement upon not less than thirty (30) days' prior written notice to Grantee for (i) Grantee's implication in an event, or series

of events, of such notoriety or opprobrium that the continuation of this Agreement has or will have a negative impact upon Tribe, its image or reputation, or (ii) Grantee's inability to fulfill the requirements set forth in this Agreement. In the event of any termination of this Agreement, Grantee shall return all Grant funds received excluding all expenditures and contractual encumbrances made consistent with this Agreement and incurred by Grantee in reliance on this Agreement.

If Tribe terminates this Agreement, Grantee will remove all signage and other identification from the facilities and all other places, things (including current-use and endowed funds) and sites wherever there are references to Tribe (collectively, "**All Identification**"), at Grantee's sole cost and expense, unless otherwise agreed in writing by Tribe in its sole discretion. The removal of All Identification will be completed as soon as reasonably practical, but in no event later than thirty (30) days after the notice of termination, unless otherwise agreed in writing by Tribe in its sole discretion.

The foregoing rights and remedies are cumulative of, and in addition to, any rights, remedies or recourses to which the terminating Party may be entitled at law or in equity.

i. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement and hereby agrees that if Grantee has any doubts about its obligations under this Agreement, Grantee will promptly contact Tribe.

j. Terrorist Activity. Grantee represents and warrants that it does not support or conduct, directly or indirectly, violence or terrorist activity of any kind.

k. Tribe's Publicity of Grant Project. Grantee hereby grants to Tribe the right to use Grantee's name and marks in publicity materials in all forms of media pertaining to the Grant Project and any results or outcomes of the Grant, for internal presentations and external dissemination to the public. All proposed Tribe external communications regarding Grantee shall be submitted first to Grantee for its review and written approval as set forth below.

1. Grantee License. Tribe acknowledges and agrees that Grantee is the owner of all right, title and interest in and to Grantee's name and logo (collectively, the "**Grantee Marks**") and that Tribe's use of the Marks pursuant to this Agreement inures to the benefit of Grantee. Grantee hereby grants Tribe a non-exclusive and non-transferable license, without the right to sublicense, to use the Grantee Marks solely in connection with providing recognition of the Grant pursuant to this Agreement. Tribe will have no rights in or to the Grantee Marks, except as expressly granted herein. Grantee expressly reserves to itself all rights in and to the Grantee Marks not expressly granted to Tribe pursuant to this Agreement. The manner and use of the Grantee Marks shall comply with all federal and state laws pertaining to trade names, trademarks and service marks in force at any time and shall clearly indicate Grantee's ownership of the Grantee Marks as requested and approved by Grantee.

2. Grantee Approval Rights. Notwithstanding anything to the contrary in this Agreement, all uses of the Grantee Marks by Tribe are subject to the prior written approval of Grantee. Tribe will submit to Grantee for approval, at least ten (10) business days prior to its intended first use, all materials which contain the Grantee Marks (whether in print media, direct

mail, television, radio, internet, email, billboard or in any other form, media or channel). Grantee will have the right to review and approve any copy containing reference to Grantee or including the Grantee Marks prior to its use by Tribe. Grantee will use its reasonable efforts to promptly review materials sent by Tribe for approval and will not unreasonably withhold or delay its approval. In no event shall Tribe make any unapproved changes to the Grantee Marks.

1. Ownership and Use of Marks.

1. Tribe License. Grantee acknowledges and agrees that Tribe is the owner of all right, title and interest in and to Tribe's name and logo (collectively, the "**Tribe Marks**") and that Grantee's use of the Tribe Marks pursuant to this Agreement inures to the benefit of Tribe. Tribe hereby grants Grantee a non-exclusive and non-transferable license, without the right to sublicense, to use the Tribe Marks solely in connection with providing recognition of the Grant pursuant to this Agreement. Grantee will have no rights in or to the Tribe Marks, except as expressly granted herein. Tribe expressly reserves to itself all rights in and to the Tribe Marks not expressly granted to Grantee pursuant to this Agreement. The manner and use of the Tribe Marks shall comply with all federal and state laws pertaining to trade names, trademarks and service marks in force at any time and shall clearly indicate Tribe's ownership of the Tribe Marks as requested and approved by Tribe.

2. Tribe Approval Rights. Notwithstanding anything to the contrary in this Agreement, all uses of the Tribe Marks by Grantee are subject to the prior written approval of Tribe. Grantee will submit to Tribe for approval, at least ten (10) business days prior to its intended first use, all materials which contain the Tribe Marks (whether in print media, direct mail, television, radio, internet, email, billboard or in any other form, media or channel). Tribe will have the right to review and approve any copy containing reference to Tribe or including the Tribe Marks prior to its use by Grantee. Tribe will use its reasonable efforts to promptly review materials sent by Grantee for approval and will not unreasonably withhold or delay its approval. In no event shall Grantee make any unapproved changes to the Tribe Marks.

m. Selection of Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of the Grant, Grantee retains full discretion and control over the selection process, acting completely independently of Tribe. There is no agreement, written or oral, by which Tribe may cause Grantee to choose any particular subgrantee.

n. No Agency. Grantee is solely responsible for all activities supported by the Grant, the content of any product created with the Grant, and the manner in which any such product may be disseminated. The relationship between Tribe and Grantee is that of grantor and grantee, and this Agreement shall not be deemed to create any other type of relationship, including, but not limited to, a partnership, joint venture, employment, independent contractor or principal and agent relationship.

o. Remedies. If Tribe determines, in its reasonable discretion, that Grantee has materially violated or failed to carry out any provision hereof, Tribe may avail itself of any remedies available at law in addition to those contained in this Agreement.

p. Waiver of Claims and Indemnification. Grantee hereby waives any and all claims and recourse against Tribe, including the right of contribution for loss or damages to persons or property arising from, growing out of, or in any way connected with or incidental to fulfillment of the terms and conditions specified in this Agreement. Additionally, Grantee will indemnify, defend, protect and hold Tribe and its directors, officers, managers, members, employees, agents and representatives, harmless from any cost, expense, claim, demand, liability and/or damage, including reasonable attorney's fees and costs ("**Claims**"), arising out of or in connection with, in whole or in part, (i) any false or misleading representation made by Grantee, its agents, directors, trustees, officers, employees or delegated representatives in connection with this Agreement, (ii) its breach of any term of this Agreement, (iii) the performance of Grantee's obligations pursuant to this Agreement, or (iv) any claims or actions brought by third parties, including, but not limited to, parties set forth below, in connection with this Agreement. Grantee further waives any and all Claims to the extent resulting from, relating to or arising out of (i) the facilities where programs are delivered and/or the operational activities of Grantee therein, including, without limitation, any disputes by, between or among participants, users, guests or any other attendees and Grantee (or Grantee's respective agents, subcontractors (if any), directors, trustees, officers and employees) or its products and services, any personal injuries sustained by any person at or in connection with the facilities where programs are delivered, and/or any agreements with third parties entered into by Grantee or its agents in connection with the operation of the same facilities, or (ii) the negligent acts or omissions or willful misconduct of Grantee or its agents, subcontractors (if any), directors, trustees, officers or employees in connection with the subject matter of this Agreement, except to the extent those Claims are directly caused by the negligence or willful misconduct of Tribe or its agents, directors, officers or employees.

q. Survival. Notwithstanding anything to the contrary in this Agreement, the obligations in Section VI.c., Section VI.d.2. with respect to the final report, Section VI.h., Section VI.k., and Sections VI.o. through Section VI.aa. shall survive any termination of this Agreement.

r. Notices. All notices, requests, demands or other communication permitted or required to be given under this Agreement shall be in writing and shall be deemed given or made when sent by United States certified or registered mail, return receipt requested and postage prepaid, or by a nationally recognized overnight courier, delivery fee prepaid, and in either case to the persons and at the addresses specified below:

If to Tribe:

Yuhaaviatam of San Manuel Nation
Strategic Philanthropy Department
674 E. Brier Dr.
San Bernardino, CA

If to Grantee:

Carlos Zamano
City Manager
City of Highland
27215 Base Line, Highland CA 92346

The persons and addresses set forth above, from time to time, may be changed by written notice sent as aforesaid to the other Party.

s. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

t. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral, written and other agreements between the Parties. This Agreement may not be amended or modified, except in a writing signed by both Parties.

u. Governing Law/Jurisdiction. This Agreement shall be governed by applicable tribal, federal and State of California law, in that order, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Nothing in this Agreement shall be construed as a waiver of Tribe's immunity to unconsented suit.

v. Non-Assignment. The Parties agree that none of the provisions of this Agreement shall be assigned or delegated to any other individual or entity without the prior written consent of the other Party, which consent will be in the Party's sole and absolute discretion.

w. Successors and Assigns. The Parties agree that this Agreement shall be binding upon them and each of their respective successors and permitted assigns.

x. Waiver. No waiver hereunder will be valid unless set forth in a writing signed by the Party to be bound thereby. Neither the failure nor any delay on the part of either Party to exercise any right or remedy under this Agreement shall operate as a waiver thereof.

y. Force Majeure. Each of the Parties shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any event beyond such Party's reasonable control, including, but not limited to, acts of God, earthquake, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government actions or power failure, provided that such performance shall be excused only to the extent of and during such disability.

z. Severability. In the event any portion of this Agreement or any amendments, addenda or attachments hereto shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or conditions of this Agreement is in conflict with any applicable statute or rule of law, then such term or condition shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed to be modified to conform to such statute or rule of law.

aa. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

The Parties have executed this Agreement as of the date first written above.

YUHAAVIATAM OF SAN MANUEL
NATION

CITY OF HIGHLAND

By: _____
Patrick Dupont
VP Finance & Accounting

By: _____
Carlos Zamano
City Manager

Attachment A

Goals, Objectives, Outcomes and Evaluations

Name of Organization: City of Highland			
Program/ Project Name:City of Highland Fire Grant 2025			
☒ Grantee shall use its internal evaluation mechanisms to determine the effectiveness of the Grant Project implementation			
☐ Grantee shall use an external evaluation process			
Project Category (if requested by Program Officer):			
GOAL	OBJECTIVE	OUTCOME	EVALUATION
Provide new handheld radios for firefighters to enhance communication and safety during emergency responses in the City of Highland,	• Provide enhance communication by equipping personnel with reliable, high-quality handheld radios that provide clear communication • Provide upgraded radios with emergency alert	• Enhance communication across all levels of the fire department. With reliable and clear communication, firefighters can share critical information in real-time, ensuring better coordination both within	Intended Result: Improved interoperability will lead to more efficient multi-agency collaboration, reducing the chances of communication breakdowns and delays. This increased coordination will

ensuring that all personnel can effectively coordinate, stay informed, and respond quickly in high-stress and dangerous situations. Clear, reliable, and efficient communication is critical to improving the overall effectiveness of the fire department, protecting lives (both firefighter and civilian), and ensuring smooth operations during emergencies. Improved Communication: To ensure seamless communication across all units and with command centers, enabling firefighters to coordinate efforts,	features, such as man-down alerts, emergency signaling, and GPS tracking to enhance firefighter safety • Improve interoperability with other agencies to ensure that the new radios are compatible with communication systems used by neighboring fire departments, EMS, and law enforcement	the department and with external agencies. • Improve communication resulting in faster response times, more effective coordination during multi-agency emergencies, and reduced chances of miscommunication during high-pressure situations. • Better Interoperability with Other Agencies • Outcome: The new radios will be compatible with the communication systems of neighboring fire departments, police, and emergency medical services (EMS). This will ensure that all agencies can communicate seamlessly during joint operations, such as wildfires, large-scale accidents, or natural disasters.	ultimately improve the effectiveness of emergency response efforts and enhance public safety. Increased Firefighter Safety Outcome: The new handheld radios will include advanced safety features such as emergency alert functions, GPS tracking, and man-down sensors. These features are designed to enhance the safety of firefighters in hazardous environments, enabling them to signal for help in case of emergencies and providing their exact location in case of distress. Intended Result: By equipping firefighters with radios that offer critical safety features, the department aims to reduce injury risks and provide a faster response when a firefighter is in trouble.
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exchange real-time information, and respond quickly to evolving situations. Increased Safety: To provide firefighters with a reliable communication tool that offers built-in safety features such as emergency alerts, GPS tracking, and man-down alerts, helping to protect personnel in hazardous environments. Operational Efficiency: To enhance team coordination and decision-making in the field, improving response times and reducing errors during critical incidents by equipping firefighters with			The ability to quickly pinpoint the location of team members ensures they can be rescued or assisted as quickly as possible in emergency situations. . Long-Term Cost Savings Outcome: Although the initial investment in new radios requires upfront funding, the improved durability, longer battery life, and reduced need for repairs will result in long-term savings.
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advanced technology.			
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Attachment B

San Manuel Grant Program/Project Budget

Name of Organization Highland Fire Department
 Project Title/Program Name City of Highland Fire Grant
 Start and End Date September 01, 2025- August 31, 2026

	TOTAL REQUESTED FROM SAN MANUEL	TOTAL PROJECTED PROJECT/PROGRAM BUDGET
Project/Program Personnel Expenses (if applicable)		
N/A	\$ -	\$ -
Subtotal	\$0	\$ -
Project/Program Expenses		
9 BK VHF Handheld radios with accessories	\$ 47,092	\$ 47,092
6 Motorola Handheld 800 mHz radios with accessories	\$ 92,908	\$ 92,908
On-going Subscription Annual Fee		\$ 1,800
Subtotal	\$140,000	\$141,800
Total Personnel + Project/Program Expenses	\$140,000	\$ 141,800

SECURED REVENUE	
Please list	Amount Awarded
Grants/Foundations/Corporations	
None	
Individual Contributions	
On-going Subscription Annual Fee	\$ 1,800
In Kind Support	
N/A	
Fundraising events	
None	
Income secured from registration or other fees	
N/A	
Government Grants/Contracts	
N/A	
Other	
N/A	
TOTAL SECURED INCOME:	\$1,800.00

PENDING INCOME		
Please list	Amount Requested	Anticipated Decision Date
Grants/Foundations/Corporations		
None		
Individual Contributions		
None		
In Kind Support		
N/A		
Expected income from future fundraisers		
N/A		
Expected income from registration or other fees		
N/A		
Government Grants/Contracts		
None		
Other		
N/A		
TOTAL PENDING INCOME:	\$0.00	

San Manuel Grant Application Project/Program Budget

Name of Organization Helping Your Cause Treatment Center
 Project Title/Program Name Substance Abuse Treatment Program
 Start and End Date Year-round Program

Project/Program Personnel Expenses (if applicable)	TOTAL REQUESTED FROM SAN MANUEL	TOTAL PROJECTED PROJECT/PROGRAM BUDGET
Intake Coordinator	\$ 5,000	\$ 37,000
Substance Abuse Counselor	\$ 5,000	\$ 45,000
Substance Abuse Program Director	\$ 5,000	\$ 60,000
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Subtotal	\$15,000	\$142,000
Project/Program Expenses	TOTAL REQUESTED FROM SAN MANUEL	TOTAL PROJECTED PROJECT/PROGRAM BUDGET
Substance Abuse Handouts	\$ 2,000	\$ 12,000
Outreach	\$ 3,000	\$ 15,000
In-patient Facility Rent	\$ -	\$ 200,000
Laundry Facilities	\$ -	\$ 5,000
GED Classes	\$ -	\$ 3,000
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Subtotal	\$5,000	\$235,000
Total Personnel + Project/Program Expenses	\$20,000	\$377,000

INSTRUCTIONS

The project budget should provide projected expenses for your project/program. The budget provides critical information to San Manuel about how your organization intends to spend the grant. If your grant is approved, the funding will be restricted to these expenses; therefore it is important that your budget is as detailed as possible.

1. Itemize all project/program expense s in the far left column.
2. **TOTAL REQUESTED FROM SAN MANUEL** should demonstrate the total grant amount your organization is requesting from San Manuel and how they plan to allocate the funds.
3. **TOTAL PROJECTED PROJECT/PROGRAM BUDGET** should demonstrate the total cost of the project/program.
4. **SECURED REVENUE** should demonstrate the total funding that has been secured. Funding secured should include all sources of revenue including grants, contracts, funds raised from events and/or registration fees.
4. **PENDING REVENUE** should demonstrate funding that has already been requested but not yet granted. If your organization is still waiting to hear back from a funder and/or has not been issued a check and award letter, this should be listed under PENDING REVENUE. This might also include a fundraiser that has been planned but has not yet taken place.

Please note that during the grant process, your organization may required to submit award letters and verification of revenue.

SECURED REVENUE	
Please list	Amount Awarded
Grants/Foundations/Corporations	
Community Foundation	\$ 2,000
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Individual Contributions	
Board Donations	\$ 5,000
	\$ -
In Kind Support	
ACE Laundry (Laundry Facilities)	\$ 5,000
	\$ -
Fundraising events	
Annual Gala	\$ 100,000
	\$ -
Income secured from registration or other fees	
Residential Rental Fees	\$ 2,000
	\$ -
Government Grants/Contracts	
San Bernardino County Public Health	\$ 25,000
	\$ -
Other	
	\$ -
	\$ -
TOTAL SECURED INCOME:	\$199,000.00

PENDING REVENUE		
Please list	Amount Requested	Anticipated Decision Date
Grants/Foundations/Corporations		
James Irvine Foundation	\$ 2,000	12/15/2015
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Individual Contributions		
Mailer Campaign	\$ 5,000	
	\$ -	
In Kind Support		
CSUSB (GED Classes)	\$ 3,000	12/1/2015
	\$ -	
Expected income from future fundraisers		
Annual Dinner	\$ 5,000	
	\$ -	
Expected income from registration or other fees		
Annual Conference	\$ 5,000	
	\$ -	
Government Grants/Contracts		
	\$ -	
	\$ -	
Other		
	\$ -	
	\$ -	
TOTAL PENDING INCOME:	\$20,000.00	

Attachment C

Recognition

Name of Organization: City of Highland		
Program/Project Name: City of Highland Fire Grant 2025		
RECOGNITION TYPE	ACTIVITY DESCRIPTION	DATE OR DATE RANGE
Media Coverage	All media coverage and timing of announcements for the Grant Project must be mutually agreed upon by Tribe and Grantee. Coverage will include recognition of the grant purpose and where applicable share the social, economic, community and human benefits of the Grant Project. These opportunities may include Grant Announcements, Press Releases, Reports, Newsletters, Annual Reports, and Publications, etc. Newsworthy opportunities will include: A. Upon execution of the Restricted Grant Agreement, include an article in the City's newsletter about the Grant Project.	A. December 31, 2025
Events (if requested by Tribe)	All events for the Grant Project must be mutually agreed upon by Tribe and Grantee. Events during the course of the Grant may provide opportunities to celebrate the Grant Project. Each event will offer an opportunity to invite members of the Tribe, community leaders, and media to celebrate different project milestones. Tribe	A. TBD

	representatives will be presented a speaking opportunity at each event. These events may include: A. Consult with the Tribe about holding an event at Fire Station No. 3 at the completion of the Grant Project.	
Social Media	All social media for the Grant Project must be mutually agreed upon by Tribe and Grantee. Social Media will provide opportunities to expand distribution of communications. These mechanisms will be used to provide additional information about the Grant Project and may support broader media events or provide interim progress updates and stories. These opportunities may include, Facebook, Twitter, Instagram, Website, YouTube Channel, etc.: A. Project Grant Project updates on City's website, newsletter and Facebook.	A. June 30, 2026
Video	All videos for the Grant Project must be mutually agreed upon by Tribe and Grantee. Videos and publications will be utilized to communicate newsworthy events and where applicable share the social, economic, community and human benefit of the Grant Project. These may include, Documentaries, YouTube Channel, Public	A. N/A

	Education Awareness Campaigns, Commercials, Digital Annual Reports, etc.: A. None purposed.	
Other	All other recognition opportunities for the Grant Project must be mutually agreed upon by Tribe and Grantee. A. None purposed.	A. N/A



Staff Report

to the City Council

Agenda
Item
No.15.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Octavio Duran, Public Works Director/City Engineer
Prepared By: Jim Richardson, Public Works Manager
Subject: Bid Award - 2025-06 Highland City Hall Fence and Gates Project (Work Program)

Recommendation:

1. Award the bid for Bid No. 2025-06 "Highland City Hall Fence and Gates Project" Contract to the lowest responsive bidder, Golden West Fence in the amount of \$193,624.00; and
2. Approve a budget adjustment of \$120,000 from the Unreserved/Undesignated Development Impact Fee (DIF) fund balance (Acct # 007.2100) to be expended from Facility Construction (Acct # 007-8330-6803).

Fiscal Impact:

This project is included in the City's Adopted Budget for FY 2025/2026 and has an approved budget of \$99,000 in DIF funds. The total amount needed to complete the project is \$219,000 which includes work in this contract and other work to be performed outside of the contract including electrical connections and security system integration. There is insufficient funding in the approved budget to cover construction costs and staff is recommending to use up to \$120,000 in unallocated DIF funds to complete the project.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

In recent years, City Hall has experienced a notable increase in vandalism and theft targeting city vehicles, particularly those parked along the west side of the facility during nights and weekends. As a result, staff have been forced to relocate vehicles, including those used by Code Enforcement and Building & Safety, to the Police Department lot during off-hours, creating logistical inefficiencies and daily delays. Additionally, there has been a rise in concerning behavior around City Hall, with individuals loitering and, at times, acting in an unstable or hostile manner toward staff.

These incidents have led to multiple calls for police assistance, raising safety concerns for employees entering and exiting the building.

To address these issues, the City Council made this a High Priority item in the 2025/2026 Work Program to install a 7' high perimeter fence around the rear portion of City Hall. This measure will enhance security for both personnel and property, allow for safer and more convenient parking, and reduce the time and resources spent transporting vehicles between facilities.

Construction Contract

On August 27, 2025, the City advertised the Highland City Hall Perimeter Fence and Gates Project for public bid. The six (6) bid proposals were received and publicly opened on September 24, 2025. The bid results are as follows:

1. Golden West Fence	\$193,624.00
2. Quality Fence Co., Inc.	\$223,818.00
3. Red Hawk Services Inc.	\$262, 416.26
4. AB Fence Co., Inc.	\$299,456.00
5. Valley Cities/Gonzales Fence	\$300,005.16
6. Econo Fence, Inc.	\$451,374.00

Golden West Fence Company was the lowest responsive bidder for this project from the result of the public bid opening. The City is satisfied after reviewing all documents and contacting the references provided by the contractor. The scope of the contract includes installation of fencing around the City Hall perimeter, entry/exit gates, two motors, and access pedestals. Additional work beyond the contract is necessary to complete the project, including electrical circuit extension and security system integration. The City will be reaching out to its on-call contractors to complete the additional work.

Inspections for the Highland City Hall Perimeter Fence and Gates Project will be conducted in-house through Public Works.

Attachments:

1. Fence Product Description
2. Site Plan

HIGHLAND CITY HALL FENCE AND GATES PROJECT

BID No. 2025-06

ATTACHMENT 1

Fence Product Description

MONTAGE II®

Industrial Ornamental Steel Fence



Built for strength yet a penchant for beauty, Montage II is an industrial grade steel fence that delivers on both levels. Superior welding techniques create a profile that lends itself to landscaping design while maintaining a level of perimeter security that is unmatched.

PRIMARY APPLICATIONS

- State Facilities
- Government Facilities
- Airports
- Water Treatment & Storage
- Public Housing Authorities
- Parks & Recreation
- Stadiums & Event Centers
- Universities
- Hospitals
- K-12 Schools

HIGHLAND CITY HALL FENCE AND GATES PROJECT

BID No. 2025-06

ATTACHMENT 2

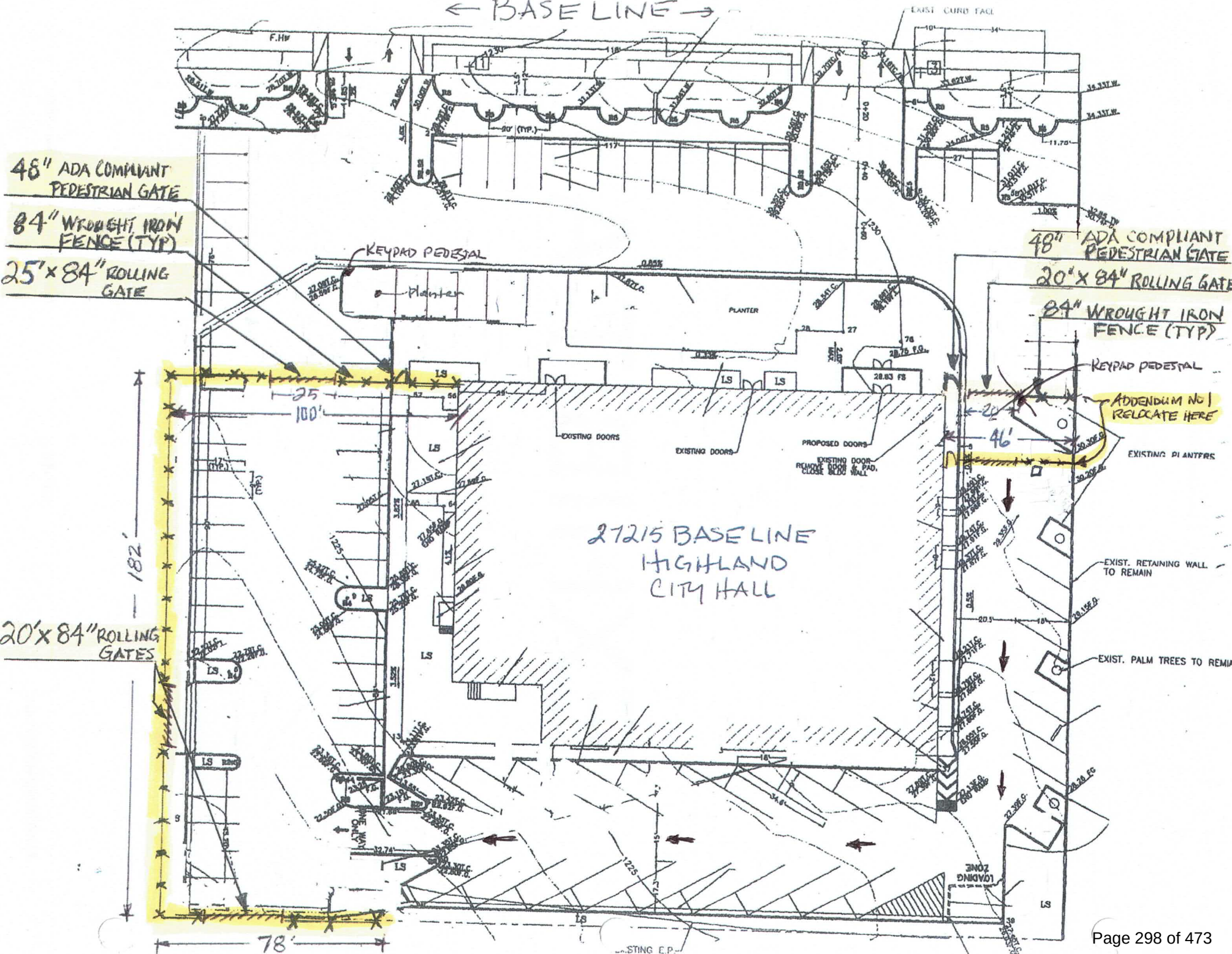
Site Plan

48" ADA COMPLIANT
PEDESTRIAN GATE
84" WROUGHT IRON
FENCE (TYP)
25'x84" ROLLING
GATE

20'x84" ROLLING
GATES

48" ADA COMPLIANT
PEDESTRIAN GATE
20'x84" ROLLING GATE
84" WROUGHT IRON
FENCE (TYP)

ADDENDUM NO 1
RELOCATE HERE





Staff Report

to the City Council

Agenda
Item
No.16.

Date: October 14, 2025

From: Carlos Zamano, City Manager

Reviewed By: Lawrence Mainez, Community Development Director

Prepared By: Matt Wirz, Building Official

Subject: Introduction and First Reading of an Ordinance of the City Council of the City of Highland, Amending Title 15 of the Highland Municipal Code Adopting by Reference, the California Code of Regulations Title 24, Comprising Part 1 the 2025 California Administrative Code; Part 2 the 2025 California Building Code, Volumes 1 and 2, with Appendices F, G, H, I, J, N, and Chapter 1, Division II; Part 2.5 the 2025 California Residential Code, with Appendices AB, BF, CI; Part 3 the 2025 California Electrical Code; Part 4 the 2025 California Mechanical Code; Part 5 the 2025 California Plumbing Code, with Appendix H; Part 6 the 2025 California Energy Code; Part 7 the 2025 California Wildlife-Urban Interface Code; Part 8 the 2025 California Historical Building Code; Part 9 the 2025 California Fire Code, with Appendices Chapter 4, B, BB, C, CC, D, E, F, G, H, I, K, N, O, P and Q; Part 10 the 2025 California Existing Building Code; Part 11 the 2025 California Green Building Standards Code; and Part 12 the 2025 California Referenced Standards Code; Together with Certain Amendments Thereto, and Making a Finding of Exemption Under the California Environmental Quality Act

Recommendation:

By motion:

1. Waive full reading and introduce Ordinance No. ____, as read by title only, and
2. Schedule a public hearing on the proposed adoption of Ordinance No. ____ for the November 12, 2025 City Council meeting, and direct staff to provide notice of said public hearing.

Fiscal Impact:

There is no fiscal impact related to this action other than staff time to prepare the staff reports and documents.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

The State of California adopts, amends, and publishes updated and revised “model” building-related codes collectively known as the California Building Standards Code (“CBSC”) which is codified in Title 24 of the California Code of Regulations, on a triennial basis. Cities are required to enforce building standards contained in the current CBSC. The California Building Standards Commission has published the 2025 CBSC, and it will take effect beginning January 1, 2026.

The City is required to adopt most of the Codes comprising the CBSC (“Codes”), and may concurrently amend any of the Codes. Building standards in the CBSC that are not adopted or amended by the City will, by default, be applicable in the City beginning January 1, 2026. State law allows the City to amend the Codes. Those amendments may be “administrative,” or amendments that modify building standards to be more restrictive to address unique, local conditions. Administrative amendments do not require special findings, as they address matters unrelated to specific building standards. However, amendments to building standards must be supported by findings that such amendments are reasonably necessary due to local climatic, geological and/or topographical conditions. State law requires the ordinance and findings to be filed with the California Building Standards Commission before they will be effective. The findings supporting amendments to building standards in the proposed Ordinance, together with specific Code sections being amended, are set forth in the attached Resolution.

The Codes being adopted by reference, together with the proposed Code amendments for this code cycle, are set forth in the proposed Ordinance, “Attachment A” hereto. Findings supporting building standard amendments are set forth in the Resolution, “Attachment B” hereto. This Resolution will be submitted to the City Council for consideration at the November 12, 2025 public hearing regarding the adoption of the Ordinance.

During the last code cycle, the City Council adopted Ordinance 457, thereby adopting by reference the 2022 California Building Standards Code, effective January 1, 2023.

Each code cycle, the State performs updates to the previous code versions. While there are hundreds of modifications, the most significant are made by the new 2025 California Wildland-Urban Interface (WUI) Code, which further clarifies and addresses the risks of high fire hazard areas, and establishes minimum requirements to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development.

There are no new proposed amendments to the California Residential Code. This year, California passed Assembly Bill 130 which created a statewide “freeze” on new residential building code updates from October 1, 2025 until June 1, 2031 preventing both state agencies and local governments from adopting new standards for new and existing residential buildings unless it's to address an emergency or for wildfire mitigation. This six-year moratorium is intended to increase regulatory certainty for developers, streamline the permitting process, and help address the state's housing affordability crisis. Any changes or modifications to the residential building code are substantially equivalent to existing changes or modifications that were previously filed by the City of Highland and were in effect as of September 30, 2025.

Legal Noticing Requirements:

Government Code Section 50022.1, et seq. requires a first reading of the Ordinance adopting the various codes by reference, which is immediately followed by the legislative body scheduling a public hearing date. Notice of the public hearing must be given (published) pursuant to Government Code Section 6066, which requires published notice once a week for two successive weeks, with at least five days intervening between the respective publication dates. Additionally, a certified copy of each code being adopted by reference must be filed with the City Clerk at least 15 days prior to the hearing.

Attachments:

1. Attachment A - Ordinance 2025 Code Adoption
2. Attachment B - Resolution 2025 Code Adoption

Attachment “A”

Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, AMENDING TITLE 15 OF THE HIGHLAND MUNICIPAL CODE ADOPTING BY REFERENCE, THE CALIFORNIA CODE OF REGULATIONS TITLE 24, COMPRISING PART 1 THE 2025 CALIFORNIA ADMINISTRATIVE CODE; PART 2 THE 2025 CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2, WITH APPENDICES, F, G, H, I, J, N AND CHAPTER 1, DIVISION II; PART 2.5 THE 2025 CALIFORNIA RESIDENTIAL CODE, WITH APPENDICES AB, BF, CI; PART 3 THE 2025 CALIFORNIA ELECTRICAL CODE; PART 4 THE 2025 CALIFORNIA MECHANICAL CODE; PART 5 THE 2025 CALIFORNIA PLUMBING CODE, WITH APPENDIX H; PART 6 THE 2025 CALIFORNIA ENERGY CODE; PART 7 THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE; PART 8 THE 2025 CALIFORNIA HISTORICAL BUILDING CODE; PART 9 THE 2025 CALIFORNIA FIRE CODE, WITH APPENDICES CHAPTER 4, APPENDICES B, BB, C, CC, D, E, F, G, H, I, K, N, O, P AND Q; PART 10 THE 2025 CALIFORNIA EXISTING BUILDING CODE; PART 11 THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE; PART 12 THE 2025 CALIFORNIA REFERENCED STANDARDS CODE; TOGETHER WITH CERTAIN AMENDMENTS THERETO, AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Health and Safety Code Sections 17922, et seq., Section 17958, et seq., and Section 18941.5 provide that the City may adopt by reference and amend various Codes comprising the 2025 California Building Standards Code ("CBSC"), including the 2025 California Administrative Code; the 2025 California Building Code; Volumes I and II; the 2025 California Residential Code; the 2025 California Electrical Code; the 2025 California Mechanical Code; the 2025 California Plumbing Code; the 2025 California Energy Code, the 2025 California Wildland-Urban Interface Code; the 2025 California Historical Building Code; the 2025 California Fire Code; the 2025 California Existing Building Code; the 2025 California Green Building Standards Code; and the 2025 California Referenced Standards Code (sometimes collectively referred to herein as "this Code"); and

WHEREAS, it is the desire and intent of the City Council of the City of Highland to provide citizens with the greatest degree of structural, fire and life safety in buildings in the most cost effective manner by adopting Codes comprising the CBSC with amendments specific to the City of Highland; and

WHEREAS, the City Council has determined that the provisions of the CBSC shall be adopted as provided for in this Ordinance and that the City Council takes said action because of the public interest in protecting life and preserving public safety and property;

and

WHEREAS, State law allows local governments to amend building standards in the CBSC on the basis of local climatic, geological and/or topographical conditions, provided the amendments are more restrictive and are necessary in order to provide the highest level of life-safety standards; and

WHEREAS, the additional requirements and standards established herein and enforced by the City are needed to properly protect the health, safety and welfare of residents, visitors and workers within the City of Highland. Said requirements and standards are reasonably necessary because of local climatic, geological, and topographical conditions and comply with existing state laws and regulations; and

WHEREAS, the City Council has made and set forth findings in a separate resolution, that the amendments to building standards contained herein, are reasonably necessary based on local climatic, geological, and/or topographical conditions; and

WHEREAS, one complete copy of the adopted series of Building Codes and Fire Codes are on file and are open for inspection by the public in the office of the City Clerk.

NOW, THEREFORE, the City Council of the City of Highland does ordain as follows

Section 1. Code Amendment. Title 15 of the Highland Municipal Code is hereby amended as provided for herein, provided that said amendments shall not apply to or excuse or negate any violation thereof occurring prior to the effective date of this Ordinance and provided further that the provisions of Title 15 as they exist prior to the adoption of this Ordinance shall continue to be applicable to construction wherein plans have been submitted for plan check as of the effective date of this Ordinance so long as the initial permit therefor is issued not later ninety (90) days after the effective date of this Ordinance. The addition of Chapter 15.02 and amendments to Chapters 15.04, 15.06, 15.08, 15.10, 15.12, 15.14, 15.16, 15.20, 15.24, 15.29, 15.32, 15.36, 15.38 and 15.40 shall not excuse or negate any violation that occurred prior to the effective date of this Ordinance, and shall not affect any prosecution or conviction for such violation.

Section 2. Code Addition A new Chapter 15.02 (California Administrative Code) is hereby added to Title 15 (Buildings and Construction) of the City of Highland Municipal Code to read as follows:

“Chapter 15.02 California Administrative Code.

Sections:

15.02.010	Adoption of the California Administrative Code
15.02.020	Purpose

15.02.010 Adoption of the California Administrative Code.

The California Administrative Code, 2025 Edition (Part 1, Title 24, California Code of Regulations), published by the International Code Council is adopted by reference together with the amendments, additions, deletions, and exceptions set forth in this chapter. A copy of the California Administrative Code shall be available and is open for inspection by the public in the office of the City Clerk in the City of Highland and shall be made available for public inspection while this Code is in force. The Building Official is hereby designated as the authority charged with the administration and enforcement of this code.

15.02.020. Purpose.

The purpose of this code is to establish the administrative regulations, procedures, and requirements for the enforcement of Structural and Safety Codes. It provides a framework for the construction industry, detailing requirements for project administration, fees, permits, inspector qualifications, and other administrative processes to ensure building compliance and public safety across the state.”

Section 3. Code Amendment. Chapter 15.04 of Title 15 (Buildings and Construction) of the City of Highland Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 15.04 California Building Code.

Sections:

- 15.04.010 Adoption of the California Building Code
- 15.04.020 Purpose
- 15.04.030 California Building Code amendments

15.04.010 Adoption of the California Building Code.

The California Building Code, 2025 Edition, Volume I and II, (Part 2 of Title 24 of the California Code of Regulations), including Chapter 1, Division II “Scope and Administration”, and Appendices F, G, H, I, J, and N, published by the International Code Council is adopted by reference together with the amendments, additions, deletions, an exceptions set forth in this chapter. A copy of the Building Code of the City of Highland shall be available and is open for inspection by the public in the office of the City Clerk in the City of Highland and shall be made available for public inspection while this Code is in force. The Building Official is hereby designated as the authority charged with the administration and enforcement of this code.

15.04.020. Purpose.

The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress

facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation and energy conservation; safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations, with exception of those elements regulated by the 2025 California Residential Code, 2025 California Existing Building Code and 2025 California Historical Building Code.

15.04.030 California Building Code amendments.

The following sections of the California Building Code are added and/or amended as follows:

- A. Section 105.2 of the California Building Code entitled "Work exempt from permit" is hereby amended by amending items 2 and 9, and adding new items 14 and 15, to read as follows:

2. Wood, chain-link, plastic, vinyl, metal, or similar fences not over 6 feet in height or masonry, concrete fence not over 3 feet in height measured from the lowest adjacent grade to top of the wall and does not serve as a swimming pool enclosure

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 18 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.

14. Decks not over 200 square feet (18.58 m²) in area, that are not more than 30 inches (762mm) above grade at any point, and not attached to a dwelling and do not serve the exit door required by Section R311.2.

15. Flagpole not more than 20 feet in height measured from the lowest adjacent grade the top of the pole on a residential zoned lot.

- B. Section 105.5 of the California Building Code is hereby amended read as follows:

Section 105.5 Expiration.

Every residential permit issued shall become invalid unless the work on the site authorized by such permit commences within 365 days after its issuance, or if work has been suspended or abandoned for a period of 180 days between each required inspection. Every commercial permit issued shall become invalid unless the work on the site authorized by such permit commences within 180 days after its issuance, or if work has been suspended or abandoned for a period of 180 days between each required inspection. The building official is authorized to grant, in writing, only one extension of time for a period of 180 days. The extension shall be requested in writing and justifiable cause demonstrated.

- C. Section 109.6.1 "Fee Refunds" is hereby added to the California Building Code to

read as follows:

109.6.1 Fee refunds. The Building Official may authorize a refund of any fee that was erroneously paid or collected. The Building Official may authorize a refund of not more than 80 percent of the applicable permit fee paid when no work has been done under the permit. The Building Official may authorize a refund of not more than 80 percent of the plan review fee paid when an application for a permit is withdrawn or canceled before any examination time has been expended. The Building Official may not authorize a refund of any fee paid except upon written application filed by the original permittee no later than 180 days after date of fee payment or 365 days in the case of Residential one- and two-family dwelling units no more than 3 stories above grade. No refunds will be processed for an amount less than Twenty-Five (25) Dollars

- D. Section 109.7 "Investigation fees: work without a permit" is hereby added to the California Building Code to read as follows:

109.7. Investigation fees: Work without a permit.

109.7.1 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation will be made before a permit may be issued.

109.7.2 Fee. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. The investigation fee must be equal to the amount of the permit fee required by this code and will be established by City Council resolution. The payment of such investigation fee will not exempt an applicant from compliance with all other provisions of either this code or the technical codes, nor from the penalty prescribed by law.

- E. Section 109.8 "Re-inspection Fees: work without a permit" is hereby added to the California Building Code to read as follows:

109.8 Re-inspection fees: A re-inspection fee may be imposed for each inspection or re-inspection, when such portion of work for which inspection is called is not complete or when required corrections are not made. This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes, but as a method of controlling the practice of calling inspections before the job is ready for such inspection or reinspection.

Reinspection fees may be imposed when the inspection record card is not posted, or otherwise not available on the work site; the approved plans are not readily available to the inspector; for failure to provide access on the date for which the

inspection is requested; or for deviating from plans requiring the approval of the Building Official.

To obtain a re-inspection, the applicant must file an application in writing upon a city-approved form and pay the applicable re-inspection fee.

In instances where re-inspection fees have been assessed, additional inspections of the work will not be performed until the required fees have been paid.”

Section 4. Code Amendment. Chapter 15.06 of Title 15 (Buildings and Construction) of the City of Highland Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 15.06 California Residential Code.

Sections:

15.06.010 Adoption of the California Residential Code

15.06.020 Purpose

15.06.010 Adoption of the California Residential Code.

The California Residential Code, 2025 Edition (Part 2.5 of Title 24 of the California Code of Regulations), including Chapter 1, Division II “Scope and Administration”, and Appendix AB “Permit Fees”, BF “Patio Covers”, and CI “Swimming Pool Safety Act”, published by the International Code Council, is adopted by reference. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and designated as the residential building code for the City of Highland. The Building Official is hereby designated the authority charged with the administration and enforcement of this code.

15.06.020. Purpose.

The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation and energy conservation; safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations with exception of those elements regulated by the 2025 California Building Code, 2025 California Existing Building Code and 2025 California Historical Building Code.”

Section 5. Re-numbering Chapter. Chapter 15.08 (Seismic Hazards Identification Program) of Title 15 (Buildings and Construction) of the Highland Municipal Code is hereby re-numbered as Chapter 15.40.

Section 6. Code Amendment. Chapter 15.08 of Title 15 (Buildings and Construction) of the Highland Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 15.08 California Electrical Code.

Sections:

15.08.010 Adoption of the California Electrical Code
15.08.020 Purpose

15.08.010 Adoption of the California Electrical Code.

The 2025 California Electrical Code (Part 3 of Title 24 of the California Code of Regulations), including Article 89 as established by the National Fire Protection Association and published by the N.F.P.A., is adopted by reference. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and designated as the electrical code for the City of Highland. The Building Official is hereby designated as the authority charged with the administration and enforcement of this code.

15.08.020. Purpose.

The purpose of this code is to prescribe safe electrical regulations for the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use, or maintenance of electrical systems.”

Section 7. Re-numbering Chapter. Chapter 15.32 (Uniform Code for the Abatement of Dangerous Buildings) of Title 15 (Buildings and Construction) of the Highland Municipal Code is hereby re-numbered as Chapter 15.24.

Section 8. Code Amendment. Chapter 15.10 of Title 15 (Buildings and Construction) of the Highland Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 15.10 California Mechanical Code.

Sections:

15.10.010 Adoption of the California Mechanical Code
15.10.020 Purpose

15.10.010 Adoption of the California Mechanical Code.

The California Mechanical Code, 2025 Edition (Part 4 of Title 24 of the California Code of Regulations), including Chapter 1, Division II “Administration” based on the 2024 Uniform Mechanical Code, as published by IAPMO, is hereby adopted by reference. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and designated as the mechanical code for the City of Highland. The Building Official is hereby designated authority charged with the administration and enforcement of this code.

15.10.020. Purpose.

The purpose of these codes is to prescribe regulations for the construction, repair,

alteration, enlargement, equipment, maintenance, addition to, replacement, demolition, maintenance, and relocation in regard to mechanical installations, modifications and systems.”

Section 9. Code Amendment. Chapter 15.12 of Title 15 (Buildings and Construction) of the Highland Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 15.12 California Plumbing Code.

Sections:

15.12.010 Adoption of the California Plumbing Code

15.12.020 Purpose

15.12.010 Adoption of the California Plumbing Code.

The California Plumbing Code, 2025 Edition (Part 5 of Title 24 of the California Code of Regulations) including Chapter 1, Division II “Administration” with Appendix H, based on the 2024 International Plumbing Code, as published by IAPMO, is hereby adopted by reference. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and designated as the plumbing code for the City of Highland, the Building Official is hereby designated as the authority charged with the administration and enforcement of this code.

15.12.020. Purpose.

The purpose of this code is to prescribe regulations for the construction, repair, alteration, enlargement, equipment, maintenance, addition to, replacement, demolition, maintenance, and relocation in regard to plumbing installations, equipment, modifications and systems.”

Section 10. Code Amendment. Chapter 15.14 of Title 15 (Buildings and Construction) of the Highland Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 15.14 California Energy Code.

Sections:

15.14.010 Adoption of the California Energy Code

15.14.020 Purpose

15.14.010 Adoption of the California Energy Code.

The California Energy Code, 2025 Edition (Part 6 of Title 24 of the California Code of Regulations) as published by the International Code Council, is hereby adopted by reference. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and designated as the energy code for the City of Highland. The Building Official is hereby designated as the authority charged with the administration and enforcement of this code.

15.14.020. Purpose.

The purpose of this code is to reduce energy waste, cut costs for residents, and help the state achieve its climate goals by requiring new construction and renovations to incorporate energy-efficient features.”

Section 11. Code Amendment. Chapter 15.16 of Title 15 (Buildings and Construction) of the Highland Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 15.16 California Wildland-Urban Interface Code

Sections:

- 15.16.010 Adoption of the California Wildland-Urban Interface Code
- 15.16.020 Purpose
- 15.16.030 California Wildland-Urban Interface Code amendments

15.16.010 Adoption of the California Wildland-Urban Interface Code

The California Wildland-Urban Interface Code, 2025 Edition (Part 7 of Title 24 of the California Code of Regulations) including Chapter 1, Division II “Administration” as published by the international Code Council, is hereby adopted by reference together with the amendments, additions, deletions, and exceptions set forth in this chapter. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and designated as the wildland-urban interface code for the City of Highland. The Building Official is hereby designated as the authority charged with the administration and enforcement of this code.

15.16.020. Purpose.

The purpose of this code is to establish minimum requirements to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in all fire hazard severity zones in local responsibility areas designated as a Very High Fire Hazard Severity Zone, and increase the ability of buildings located in any Fire Hazard Severity Zone within Wildland-Urban Interface (WUI) areas, to resist the intrusion of flames or burning embers projected by vegetation fire and contribute to a systematic reduction in conflagration losses and reduce the likelihood of life and property loss due to wildfire.

15.16.030. California Wildland-Urban Interface Code amendments.

The following Sections of the California Wildland-Urban Interface Code are added and/or amended as follows:

- A. Section 202 of the California Wildland-Urban Interface Code is amended to include the following definition to read as follows:

FIRE SAFETY AREAS - Fire Safety Review Areas. Areas that correspond to the Fire Hazard Severity Zones and are mapped on the City's Fire Safety Overlay pursuant to the City's General Plan.

B. Section 404.2.1 is hereby added to the California Wildland-Urban Interface Code to read as follows:

404.2.1 Static water source access.

There shall be vehicular access, at least twelve (12) feet in width, to within at least ten (10) feet of any static water source including ponds, lakes, swimming pools, reservoirs and water storage tanks. Access shall be either to a plumbed outlet with two and one-half (2-1/2) inch National Hose Thread Fitting or directly to the source. This requirement shall be waived if the fire authority determines that the water source is sufficiently below the elevation of existing or proposed roads or driveways to make drafting of water from the source through a plumbed outlet infeasible, and that direct vehicular access to the water source would require an impractical extension of a road or driveway.

C. Section 404.4.1 is hereby added to the California Wildland-Urban Interface Code to read as follows:

404.4.1 Hydrant identification.

Fire Hydrants shall be identified by a method specified by the fire authority.

D. Section 504.10.4 is hereby added to the California Wildland-Urban Interface Code to read as follows:

504.10.4 Eave-type attic ventilators.

Eave-type attic ventilators are prohibited.

F. Section 602.3.3 is hereby added to the California Wildland-Urban Interface Code to read as follows:

602.3.3 Additional fire protection plan requirements.

(a) A final fire protection plan and fuel modification area may be required to address areas around development projects of portions thereof that are adjacent or exposed to hazardous fire areas for the purpose of fire protection. The recommended width of the fuel modification area shall be determined by the responsible Fire Authority in conjunction with the Fire Department, but in no case shall it be less than the lot line one hundred (100) feet in width as measured from

the development structure(s) perimeter. The width of the fuel modification area shall be determined based upon:

- (1) The natural ungraded slope of the land within the project and in the areas adjacent to the project;
- (2) Fuel loading;
- (3) Access to the project and access directly to the fuel modified area;
- (4) The on-site availability of water that can be used for firefighting purposes;
- (5) Adequate provisions shall be made for the continual maintenance of such areas, and, where feasible, such areas shall be designated as common open space rather than private open space.
- (6) Fuel modification areas shall also incorporate soil erosion and sediment control measures to alleviate permanent scarring and accelerated erosion.

(b) When development projects are phased, individual phases may be required to provide temporary fuel modification areas, where the development perimeter of a phase is contiguous to a subsequent phase of a project, which in its undeveloped state is a hazardous fire area. The need for a temporary fuel modification area shall be determined by the responsible fire authority in conjunction with the Fire Department.

G. Section 604.6 hereby added to the California Wildland-Urban Interface Code to read as follows:

604.6 Unusual circumstances.

The fire code official may suspend enforcement and require reasonable alternative measures designed to advance the purposes of this chapter if they determine in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state or federal resources agencies, California Native Plant Society, and County approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.

5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions of this chapter undesirable or impractical.

H. Section 609.2.8 is hereby added to the California Wildland-Urban Interface Code to read as follows:

609.2.8 Slope development.

Structures in areas with slopes exceeding thirty percent (30%) and thirty feet (30') in height shall comply with the following:

(a) Where structures are proposed or within two hundred (200) feet of slopes that are greater than thirty percent (30%) prior to grading and where such slopes are at least thirty (30) feet in height, the vegetation on such slopes shall be treated in such a manner that it becomes a fuel modified area. Such fuel modified area shall be maintained for either the entire slope, or one hundred (100) feet, or to the property line, whichever distance is less.

(b) Where grading is utilized which does not conform to the natural slope and the graded area is adjacent to natural ungraded slopes which are greater than thirty percent (30%) and which are greater than thirty (30) feet in height, structures shall be set back at least thirty (30) feet from the edge(s) of the graded area adjacent to such natural ungraded slopes.

I. Section 610.3 is hereby added to the California Wildland-Urban Interface Code to read as follows:

610.3 Project design requirements.

(1) All development projects and each phase thereof, except for a development project located exclusively on a cul-de-sac, shall have a minimum of two (2) points of vehicular ingress and egress, designed to City roadway standards, with a minimum width of twenty-four (24) feet of all-weather surface as defined in the California Fire Code, from existing and surrounding streets. One such point of vehicular access may be an emergency access route with an all-weather surface if the Community Development Department makes and justifies all of the following findings:

(a) Two points of non-emergency access are physically infeasible.

(b) Provisions have been made to reasonably ensure that the emergency access will be maintained.

(c) Based on the review and consideration of the Fire Authority's recommendation, the emergency access route will provide adequate vehicular ingress and egress during emergencies.

(2) All development projects shall provide eight (8) inch or larger circulating (loop) water mains as required by the California Fire Code, proper hydrant location and spacing, and have sufficient water storage capacity to provide the minimum fire flow duration requirements (gallons per minute (GPM) for a minimum number of hours or portions thereof) as specified by the minimum system standards established by the Fire Authority. Circulating (loop) mains are not required for cul-de-sacs and are not required for subdivisions that exclusively take all access from cul-de-sacs. In areas not served by water purveyors, on-site fire flow and water storage requirements will be as specified by the California Fire Code.

(3) All public or private streets within or bordering a development project shall have noncombustible and reflective street name signs designed to City standards and visible at all street intersections.”

Section 12. **Code Amendment.** Chapter 15.20 of Title 15 (Buildings and Construction) of the Highland Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 15.20 California Historical Building Code.

Sections:

15.20.010	Adoption of the California Historical Building Code
15.20.020	Purpose

15.20.010 Adoption of the California Historical Building Code.

The California Historical Building Code, 2025 Edition (Part 8 of Title 24 of the California Code of Regulations), as published by the California Legislature, is hereby adopted. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and designated as the historical building code for the City of Highland. The Building Official is hereby designated as the authority charged with the administration and enforcement of this code.

15.20.020. Purpose.

The purpose of this code is to prescribe regulations for the construction, repair, alteration, enlargement, equipment, maintenance, addition to, replacement, demolition, maintenance, and relocation in regard to historical buildings or structures.”

Section 13. **Code Amendment.** A new Chapter 15.29 (“California Fire Code”) is hereby added to Title 15 (Buildings and Construction) of the Highland Municipal Code to

read as follows:

“Chapter 15.29. California Fire Code.

Sections:

- 15.29.010 Adoption of the California Fire Code
- 15.29.020 Purpose
- 15.29.030 California Fire Code amendments

15.29.010. Adoption of the California Fire Code.

The 2025 California Fire Code (Part 9 of Title 24 of the California Code of Regulations), including appendices Chapter 4, B, BB, C, CC, D, E, F, G, H, I, K, N, O, P and Q; as published by the International Code Council, is adopted by reference, together with the amendments, additions, deletions, and exceptions set forth in this chapter. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and is designated as the fire code for the City of Highland. The Fire Marshal is hereby designated as the authority charged with the administration and enforcement of this code.

15.29.020. Purpose.

The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practices to safeguard the public health, safety and general welfare from hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to provide safety and assistance to firefighters and emergency responders during emergency operations.

15.29.030. California Fire Code amendments.

The following sections of the California Fire Code are added and/or amended as follows:

A. Section 202.1 is hereby added to the California Fire Code to read as follows:

202.1 Definitions clarified.

- a. Wherever the word "Jurisdiction" is used in said California Fire Code, it shall mean the City of Highland.
- b. Wherever the term "Corporation Counsel" is used in said California Fire Code, it shall mean the City Attorney for the City of Highland.
- c. Wherever the term "Chief" is used in said California Fire Code, it shall mean the Fire Chief of the City of Highland, or his or her authorized representative.
- d. Wherever the term "Fire Department" is used in said California Fire Code, it shall mean the Fire Department of the City of Highland.
- e. An employee or agent of the City of Highland, when enforcing the

California Fire Code, the Highland Municipal Code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "Peace Officer" as those words are used in Section 830.31 of the California Penal Code.

B. Section 103.4 is hereby added to the California Fire Code to read as follows:

103.4 Cost recovery.

Fire suppression, investigation and rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1. Any person who negligently, intentionally, or in violation of law, causes an emergency response, including but not limited to, a traffic accident or spill of toxic or flammable fluids or chemicals, is liable for the costs of securing such emergency, including those costs set out in Health and Safety Code Section 13009, et seq. and Government Code Section 53150, et seq. Any expense incurred by the fire department for securing such an emergency may constitute a debt of such person and may be collectible by the City in the same manner as in the case of an obligation under written contract.

C. Section 104.1.1 is hereby added to the California Fire Code to read as follows:

104.1.1 Responsibilities.

The Chief is authorized to administer and enforce this Code. Under the Chief's direction, the fire department is authorized to enforce all ordinances of the jurisdiction and the laws of the State pertaining to the prevention of fires, the suppression or extinguishment of dangerous or hazardous fires, the storage, use and handling of hazardous materials, the installation and maintenance of automatic, manual and other private fire alarm systems and fire-extinguishing equipment, the maintenance and regulation of fire escapes, the maintenance of fire protection and the elimination of fire hazards on land and in buildings, structures and other property, including those under construction, the maintenance of means of egress, and the investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials. Employees and agents of the City of Highland are hereby authorized to interpret and enforce the provisions of this Code (except as provided in Section 112) and to make arrests and issue citations as authorized by law.

D. Section 108.1.1 is hereby added to the California Fire Code to read as follows:

108.1.1 Permit fees.

Permit fees as established by City Council resolution shall be collected by the Finance Department. Proof of receipt shall accompany all permit applications prior to inspection and approval by the fire department.

- E. Section 202 of the California Fire Code is hereby amended by adding the following definitions:

ALL-WEATHER DRIVING SURFACE. is an approved concrete, asphalt, or engineered surface approved by the Code Official of sufficient thickness, installed upon soil compacted to a minimum of 95% and designed to support the imposed loads of the fire apparatus.

BED AND BREAKFAST. See Lodging House.

EXPLOSIVE MATERIALS. Explosive materials are explosives, blasting agents and detonators including, but not limited to, dynamite and other high explosives; slurries, emulsions and water gels; black powder and pellet powder; initiating explosives; detonators or blasting caps; safety fuses; squibs; detonating cord; igniter cord; igniters and fireworks, 1.3G (Class B special fireworks) and any explosives as defined in Section 841 of Title 18 of the United States Code and published pursuant to Section 55.23 of Title 27 of the Code of Federal Regulations.

FIREWORKS. Fireworks means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment. The term fireworks includes, but is not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, roman candles, rockets, Daygo bombs, sparklers, party poppers, paper caps, chasers, fountains, smoke sparks, aerial bombs, and fireworks kits. (H&S 12511). Including, but not limited to, all fireworks defined in the California Health and Safety Code starting with Section 12500.

HIGH EXPLOSIVE. An explosive material, such as dynamite, which can be caused to detonate by means of a No. 8 test blasting cap when unconfined and any explosive defined in Section 12000 of the California Health and Safety Code.

HAZARDOUS FIRE AREA. Land which is covered with grass, grain, brush or forest, whether privately, or publicly owned, which is so situated or is of such inaccessible location that a fire originating upon such land would present an abnormally difficult job of suppression or would result in great and unusual damage through fire or resulting erosion. Such areas are designated on maps entitled "Hazardous Fire Areas of San Bernardino County" on file in the office of the Chief

MODEL ROCKET. Any toy or educational device, which weighs not more than 500 grams, including the engine and any payload, that is propelled by model rocket engines (H&SC 12519).

MODEL ROCKET ENGINE. A commercially manufactured, non-reusable rocket propulsion device which is constructed of a nonmetallic casing and solid propellant, wherein all of the ingredients are self-contained so as not to require mixing or handling by the user and which have design and construction characteristics determined by the State Fire Marshal to provide a reasonable degree of safety to

the user (H&SC 12520).

F. Section 305.5.1 is hereby added to the California Fire Code to read as follows:

305.5.1 Spark arresters required.

All chimneys attached to any appliance or fireplace that burns solid fuel shall be equipped with an approved spark arrester, and the spark arrester shall meet all the following requirements:

1. The net area of the spark arrester shall not be less than four times the net area of the outlet of the chimney.
2. The spark arrester screen shall have heat or corrosion resistance equivalent to 12-gauge wire, 19-gauge galvanized wire, or 24-gauge stainless steel.
3. Openings shall not permit the passage of spheres having a diameter larger than 1/2-inch and shall not block the passage of spheres having a diameter of less than 3/8-inch.
4. The spark arrester shall be accessible for cleaning, and the screen or chimney cap shall be removable to allow for cleaning of the chimney flue.

G. Section 307.1.2 is hereby added to the California Fire Code to read as follows:

307.1.2 Burning operations.

The burning of salvage vehicles and salvage or waste materials shall be prohibited:

307.1.2.1 Material restrictions.

Open burning of rubbish containing paper products, trash and debris containing non-organic material is prohibited.

H. Sections 315.8 and 315.9 are hereby added to the California Fire Code to read as follows:

315.8 Removal.

Combustible rubbish stored in containers outside of noncombustible vaults or rooms shall be removed from buildings at least once each working day or when determined by the Chief to be a fire hazard.

315.9 Abatement.

In the event that abatement is not performed as required in this code, the Chief may give notice to the owner of the property upon which such condition exists to correct such prohibited condition, and if the owner fails to correct such condition the Chief may cause the same to be done and may cause the expense of such correction to become a lien upon the property upon which such condition exists.

I. Section 324 is hereby added to the California Fire Code to read as follows:

SECTION 324 USE OF EQUIPMENT

324.1 General.

Except as otherwise provided in this section, no person shall use, operate, or cause to be operated, in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester maintained in effective working order, or the engine is constructed, equipped, and maintained for the prevention of fire.

324.2 Spark arrester.

Spark arresters affixed to the exhaust system of engines or vehicles subject to this section shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

324.3 Specifications.

A spark arrester is a device constructed of nonflammable material specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch (0.58 mm) in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels, or which is qualified and rated by the U.S. Forest Service.

EXCEPTIONS: Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California. Turbocharged engines are not subject to this section if all exhaust gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in effective mechanical condition.

J. Section 325 is hereby added to the California Fire Code to read as follows:

Section 325 RESTRICTED ENTRY

325.1 General.

The Chief shall determine and publicly announce when hazardous fire areas shall be closed to entry and when such areas shall again be opened to entry. Entry on, and occupation of, hazardous fire areas, except public roadways, inhabited areas, or established trails and camp sites which have not been closed during such time when the hazardous fire area is closed to entry, is prohibited.

EXCEPTIONS: (1) Residents and owners of private property within hazardous fire areas, and their invitees and guests going to, or being upon, their lands; (2) Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department, and

members of the U.S. Forest service

K. Section 326 is hereby added to the California Fire Code to read as follows:

SECTION 326 TRESPASSING ON POSTED PROPERTY

326.1 General.

When the fire code official determines that a specific area within a hazardous fire area presents an exceptional and continuing fire danger because of the density of natural growth, difficulty of terrain, proximity to structures or accessibility to the public, such areas shall be closed until changed conditions warrant termination of closure. Such areas shall be posted as hereinafter provided.

326.2 Signs.

Approved signs prohibiting entry by unauthorized persons and referring to applicable fire code chapters shall be placed on every closed area.

326.3 Trespassing.

Entering and remaining within areas closed and posted is prohibited.

Exception: Owners and occupiers of private or public property within closed and posted areas, their guests or invitees, and local, state or federal public officers and their authorized agents acting in the course of duty.

L. Section 327 is hereby added to the California Fire Code to read as follows:

SECTION 327 EXPLOSIVES AND BLASTING

327.1 General.

Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported, or disposed of within hazardous fire areas except by permit from the fire code official.

M. Section 328 is hereby added to the California Fire Code to read as follows:

SECTION 328 OUTDOOR FIRES

328.1 General.

Outdoor fires shall not be built, ignited or maintained in or upon hazardous fire areas except by permit from the fire code official.

EXCEPTION: Outdoor fires within inhabited premises or designated camp sites where such fires are built in a permanent barbecue, portable barbecues, outdoor fireplace, incinerator or grill and are a minimum of 30 feet (9,144 mm) from a grass-, grain-, brush-, or forest-, covered area.

328.2 Permits.

Permits shall incorporate such terms and conditions that will reasonably safeguard public safety and property. Outdoor fires shall not be built, ignited or maintained in or upon hazardous fire areas under the following conditions:

1. When high winds are blowing.
2. When a person aged 17 or over is not always present to watch and tend such fire.
3. When public announcement is made that open burning is prohibited.

328.3 Prohibited burning.

Permanent barbecues, portable barbecues, outdoor fireplaces or grills shall not be used for the disposal of rubbish, trash, or combustible waste material.

N. Section 503 of the California Fire Code is hereby amended by revising Section 503.1, and adding Sections 503.1.4 and 503.1.5, to read as follows:

503.1 Where required.

Fire apparatus access roads shall be provided and maintained in accordance with sections 503.1.1 through 503.1.5

503.1.4 Fire Apparatus access.

Plans for fire apparatus access roads or modification of fire apparatus access roads shall be submitted to the fire marshal for review and approval prior to construction.

503.1.5 Fire Lane designation.

The Chief may designate fire apparatus access roads as a "Fire Lane," pursuant to the provisions of Vehicle Code Section 22500.1.

O. Section 503.2.3 The California Fire Code is hereby amended to read as follows:

503.2.3 Surface.

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus, minimum of 75,000 lbs., and shall be provided with a surface so as to provide all-weather driving capabilities. Gravel, Turf block, Ritter Rings, Turf Paver and other similar products shall not be used for fire department access surfacing.

P. Section 503.2.7 the California Fire Code is hereby amended to read as follows:

503.2.7 Grade.

The gradient for fire apparatus access road grades shall not exceed a maximum of 10% unless approved by the City of Highland. A grade variance and plan review approval for a road, street, private lane or driveway with a slope of 10-12% may be approved at the discretion of the City of Highland Fire Marshall. A grade variance and plan review approval for a road, street, private lane or driveway with a slope of 12-16% may be approved at the discretion of the City of Highland Fire Chief/Fire Code Official.

Q. Section 505.1 California Fire Code is hereby amended to read as follows:

505.1 Premises identification.

Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall contrast with their background.

New Group R, Division 3 Occupancy addresses shall be posted with a minimum of 4-inch (102 mm) numbers, visible from the street, and during the hours of darkness the numbers shall be low voltage, internally electrically illuminated. Posted numbers shall contrast with their background and be legible from the street. Where building setbacks exceed 100 feet (30,480 mm) from the roadway or where the addresses are not visible from the roadway, additional non-illuminated contrasting 4-inch (102 mm) numbers shall be displayed at the property entrance.

New Group A, B, E, F, H, I, L, M, R Division I and S occupancy addresses shall be posted with a minimum of 8-inch (203 mm) numbers, visible from the street, and during the hours of darkness shall be electrically illuminated. Where the building setback exceeds 200 feet (60,960 mm) from the roadway or where the addresses are not visible from the roadway, additional non-illuminated contrasting 6-inch (152 mm) numbers shall be displayed at the property entrance. Where commercial occupancies have multiple tenants, addresses or unit numbers shall be posted with a minimum of 3-inch contrasting numbers and displayed on both the front and the rear doors of the tenant spaces.

R. Section 505.1.1 is hereby added to the California Fire Code to read as follows:

505.1.1 Map directory.

A lighted directory map shall be installed and maintained at each driveway entrance to multiple unit residential projects and mobile home parks, where the total number of units in the project exceeds fifteen (15).

S. Section 605.3.1 is hereby added to the California Fire Code to read as follows:

605.3.1 Sparks from chimneys or vents.

Chimneys or vents used in conjunction with fireplaces or heating appliances in

which solid or liquid fuel is used shall be equipped and maintained with an approved / listed spark arrester. An approved spark arrester shall be defined as a device constructed of stainless steel, copper, brass or woven galvanized wire mesh. The spark arrester screen shall have heat and corrosion resistance equivalent to 12-gauge wire, 19-gauge galvanized wire or 24-gauge stainless steel. Openings shall not permit the passage of spheres having a diameter larger than 1/2-inch (12.7 mm) and shall not block the passage of spheres having a diameter of less than 3/8-inch (9.5 mm). The screen shall be mounted per the manufacturers listing in or over all outside flue openings in a vertical or near vertical position, adequately supported to prevent movement and visible from the ground.

T. Section 605.3.2 is hereby added to the California Fire Code to read as follows:

605.3.2 Incinerators.

Free-standing non-commercial incinerators are prohibited. Commercial and industrial incinerators shall be constructed and installed in accordance with other governing agencies regulating emissions. For other requirements and for other types of incinerators, see the Building and Mechanical Codes.

U. Section 905.4 of the California Fire Code is amended by adding the following:

7. The centerline of the 2.5" outlet shall be no less than 18" above, and no more than 24" above, the finished floor.

8. Hose connections shall be provided on every floor of the building.

9. Every new building with any horizontal dimensions greater than 300 feet (91,440 mm) shall be provided with either access doors or a 2.5" outlet so that all portions of the building can be reached with 150 feet (45,720 mm) of hose from an access door or hose outlet. Required access doors shall be located in the exterior of the building and shall be accessible without the use of a ladder. The door dimensions shall be not less than 3 feet (914 mm) in width, and not less than 6 feet 8 inches (2,032 mm) in height.

V. Section 2809.1.1 is hereby added to the California Fire Code to read as follows:

2809.1.1 Pallet yards.

Pallet storage, handling, repair or manufacturing shall comply with the requirements of this Article. Pallets must be stored in an orderly manner not to exceed 16 feet in height, 20 feet in width, and 70 feet in length. Pile separation shall be a minimum of 20 feet and no closer than 26 feet to property lines or exposures. Fire department access roadways shall be no less than 26 feet in width with a vertical clearance of 14 feet 6 inches. All fire department roadways shall be maintained within 150 feet of all pallet storage and structures. Pallet yards shall be considered as a heavy industrial use.

W. Section 5601.2 the California Fire Code is hereby amended to read as follows:

5601.2 Permits required. Permits shall be obtained from the San Bernardino County Sheriff's Department for the following:

- To manufacture, possess, store, sell, display or otherwise dispose of explosives blasting agents or phosphoric compounds.
- To manufacture, possess, store, sell, display or otherwise dispose of explosives blasting agents or phosphoric compounds.
- To transport explosives or blasting agents. To use explosives or blasting agents.
- To operate a terminal for handling explosives or blasting agents.
- To transport blasting caps or electric blasting caps in the same vehicle with explosives.

X. Section 5601.2.2 is hereby added to the California Fire Code to read as follows:

5601.2.5 Permit holder.

The handling and firing of explosives or blasting agents shall be performed only by persons possessing a valid explosives permit issued by the San Bernardino County Sheriff's Department.

Y. Section 5601.2.4.3 is hereby added to the California Fire Code to read as follows:

5601.2.4.3 Display.

The maximum quantities, storage conditions, and fire protection requirements for gunpowder and ammunition displayed in a building shall be as follows:

Smokeless powder - 20 pounds in original containers. Containers shall not exceed one pound

Z. Section 5601.2.4.4 is hereby added to the California Fire Code to read as follows:

5601.2.4.4 Displays.

Permits are required to conduct a fireworks display. See Section 105.5.16 and 105.5.42 Permit application shall be made not less than 14 days prior to the scheduled date of the display. The permit application shall include a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of buildings, highways and other lines of communication; the lines behind which the audience will be restrained; and the location of nearby trees, telegraph or telephone lines and other overhead obstructions. At the time of permit application, the Chief shall be consulted regarding requirements for standby fire apparatus and personnel. All fireworks displays shall be electrically fired.

AA. Section 5601.2.4.5 is hereby added to the California Fire Code to read as

follows:

5601.2.4.5 Additional requirements.

In addition to the requirements set forth in this Article, the police department, the fire department or the San Bernardino County Sheriff's Department may, for the safety and security of the public, set additional requirements for a permit application.

BB. Section 5601.7 of the California Fire Code is hereby amended to read as follows:

5601.7 Seizure of fireworks.

The storage, use, sale, possession, and handling of fireworks 1.30 is prohibited. The sales, use and/or display of fireworks 1.4G (commonly referred to as Safe & Sane) is prohibited. The Chief, the police department and the San Bernardino County Sheriff's Department are authorized to seize, take, remove or cause to be removed, at the expense of the owner, all stocks of fireworks, offered or exposed for sale, stored, handled or held in violation of Title 19 CCR, Chapter 6.

EXCEPTION: Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted and conducted by a licensed pyrotechnic operator.

CC. Section 5604.1.1 is hereby added to the California Fire Code to read as follows:

5604.1.2 Temporary storage.

For the purpose of this part, temporary storage shall mean no longer than 4 hours or the end of the workday, whichever time is less.

DD. Section 5604.1.3 is hereby added to the California Fire Code to read as follows:

5604.1.3 Storage.

The police department and the Chief may authorize the storage of smokeless powder not to exceed 100 pounds, sporting black powder not to exceed 25 pounds, and up to 75,000 small arms primers in approved portable magazines in approved establishments. Sporting black powder, when authorized, shall be stored in an approved portable magazine. Small arms primers or percussion caps shall be stored in a manner prescribed by the police department, the San Bernardino County Sheriff's Department and the Chief.

EE. Section 5604.3.4 is hereby added to the California Fire Code to read as follows:

5604.3.4 Magazines required.

Explosive materials shall be stored in magazines in accordance with Section 5604.3. Magazines shall at all times be in the custody of a person holding a valid explosives permit who shall be at least 21 years of age and who shall be held responsible for compliance with all safety precautions.

FF. Section 5604.3.4.1 is hereby added to the California Fire Code to read as follows:

5604.3.4.1 Magazine size.

Indoor magazines shall not be of a size greater than the exit door or contain more than 50 pounds of explosive materials.

GG. Section 5604.3.5 is hereby added to the California Fire Code to read as follows:

5604.3.5 Powder.

The amount of powder stored in an indoor magazine shall not exceed 50 pounds.

HH. Section 5604.3.6 is hereby added to the California Fire Code to read as follows:

5604.3.6 Classification and use of magazines.

Magazines shall be classed as Type 1, 2, 3, 4 or 5 and used in accordance with Title 27, Code of Federal Regulations, Part 55, Subpart K, and Title 19, California Code of Regulations, Subchapter 6, Section 989, as amended.

II. Section 5604.3.7 is hereby added to the California Fire Code to read as follows:

5604.3.7 Use and handling.

The police department, San Bernardino County Sheriff's Department, and the fire department shall be notified prior to detonation of any explosives.

JJ. Section 5604.3.8 is hereby added to the California Fire Code added to read as follows:

5604.3.8 Personnel qualifications.

The handling and firing of explosives shall be performed only by person(s) possessing a valid explosives permit issued by the San Bernardino County Sheriff's Department.

KK. Section 5604.3.9 is hereby added to the California Fire Code to read as follows:

5604.3.9 Utility notification.

When blasting is being conducted in the vicinity of gas, electric, water, sewer, fire alarm, telephone, telegraph, cable television or stream utilities, the blasting person

shall notify the appropriate representative of such utilities at least 24 hours in advance of blasting specifying the location and intended time of such blasting.

EXCEPTION: In an emergency, advance notification may be waived by the Chief, the police department and the San Bernardino County Sheriff's Department. The fire department shall be notified prior to detonation of any explosives.

LL. Section 5604.10.2.1 is hereby added to the California Fire Code to read as follows:

5604.10.2.1 Deteriorated material handling.

When an explosive has deteriorated to an extent that it is in an unstable or dangerous condition, or when a liquid has leaked from an explosive material, the person in possession of such explosive material shall immediately contact the police department, the San Bernardino County Sheriff's Department and the Chief. The work of destroying explosive materials shall be directed by persons experienced in the destruction of explosive materials. Explosive materials recovered from blasting misfires shall be handled in a standard method for disposal. Only persons holding a valid explosives permit shall do the work of destroying explosives.

MM. Section 5605.1 the California Fire Code is hereby amended to read as follows:

5605.1 Manufacturing.

The manufacturing of fireworks is prohibited.

NN. Section 5605.1.2 is hereby added to the California Fire Code to read as follows:

5605.1.2 Pyrotechnic special effects material.

A permit is required to manufacture, compound, store or use pyrotechnic special effects material. A permit for use shall be granted only to a licensed pyrotechnic operator. See Section 105.5.16

OO. Section 5704.3.1.2 is hereby added to the California Fire Code to read as follows:

5704.3.1.2 Lubricating oil.

Lubricating oil that has been drained from motor vehicles shall be stored and handled as required for Class III-B liquids. Crankcase drainings and waste oil products may be stored in an above-ground tank as approved by the Chief. Drainings and used oils may also be stored outside a building in not more than 3 tight drums having an aggregate capacity not exceeding 180 gallons."

Section 14. Code Amendment. Chapter 15.32 of Title 15 (Buildings and Construction) of the Highland Municipal Code is hereby amended to read as follows:

“Chapter 15.32 California Existing Building Code.

Sections:

15.32.010 Adoption of the California Existing Building Code

15.32.020 Purpose

15.32.010 Adoption of the California Existing Building Code.

The California Existing Building Code, 2025 Edition (Part 10 of Title 24 of the California Code of Regulations), including Chapter 1, Division II “Scope and Administration”; based on the 2024 International Existing Building Code as published by the International Code Council, is adopted by reference. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and designated as the existing building code for the City of Highland. The Building Official is hereby designated as the authority charged with the administration and enforcement of this code.

15.32.020. Purpose.

The purpose of this code is to establish the minimum requirements to safeguard public health, safety and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation and energy conservation; Safety the life and property from fire and other hazards attributed to the built environment; And provide safety to firefighters and emergency responders during emergency operations.”

Section 15. Code Amendment. A new Chapter 15.36 (“California Green Building Standards Code”) is hereby added to Title 15 (Buildings and Construction) of the Highland Municipal Code to read as follows:

“Chapter 15.36 California Green Building Standards Code.

Sections:

15.36.010 Adoption of the California Green Building Standards Code

15.36.020 Purpose

15.36.010 Adoption of the California Green Building Standards Code.

The 2025 California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations), also referred to as the CAL-Green Code, as published by the International Code Council, is hereby adopted. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and designated as the green building standards code for the City of Highland. The Building Official is hereby designated as the authority charged with the administration and enforcement of this code.

15.36.020. Purpose.

The purpose of this code is to improve public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices in the following categories:

1. Planning and design
2. Energy efficiency
3. Water efficiency and conservation
4. Material conservation and resources efficiency
5. Environmental Quality”

Section 16. Code Amendment. Chapter 15.38 of Title 15 (Buildings and Construction) of the City of Highland Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 15.38. California Referenced Standards Code.

Sections:

15.38.010	Adoption of the California Referenced Standards Code
15.38.020	Purpose

15.38.010 Adoption of the California Referenced Standards Code.

The 2025 California Referenced Standards Code, 2025 Edition (Part 12, Title 24 of the California Code of Regulations) as published by the International Code Council, is hereby adopted. One complete copy of the same is on file and is open for inspection by the public in the office of the City Clerk and designated as the referenced standards code for the City of Highland. The Building Official is hereby designated as the authority charged with the administration and enforcement of this code.

15.38.020. Purpose.

The purpose of this code is to prescribe regulations for the design, operation and construction of new structures to reduce negative impact, create energy efficient structures, positive environmental conditions and encourage sustainable construction practices.”

Section 17. California Environmental Quality Act (CEQA). The City Council has determined that the adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”). The adoption of this Ordinance is categorically exempt from environmental review as a Class 8 Exemption pursuant to Section 15308 of the California Environmental Quality Act Guidelines (California Code of Regulations, Title 14, Chapter 3). It is further exempt in that there is no possibility that the adoption of this Ordinance, and the regulations established thereby, may have a significant effect on the environment, because the ordinance will impose greater limitations on development in the City, and will thereby serve to reduce potential significant adverse environmental impacts. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

Section 18. **Savings Clause.** The repeal, of this ordinance, or of any other ordinance creating a criminal offense does not constitute a bar to the prosecution and punishment of any act already committed in violation of the law so repealed.

Section 19. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or its application to any person or circumstance, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 20. **Certification and Publication.** The City Clerk shall certify the passage of this Ordinance and shall cause same to be published pursuant to state law within fifteen (15) days after its passage, and this ordinance shall become effective the later of thirty (30) days after its passage, or January 1, 2026.

PASSED, APPROVED, AND ADOPTED this __ day of _____ , 2025.

Penny Lilburn
Mayor

ATTEST:

Alondra Munoz,
City Clerk

APPROVED AS TO FORM:

Maricela Marroquin
City Attorney

Attachment “B”

Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND
MAKING EXPRESS FINDINGS AND DETERMINATIONS THAT
MODIFICATIONS TO THE 2025 CALIFORNIA BUILDING CODE, 2025
CALIFORNIA RESIDENTIAL CODE, 2025 CALIFORNIA PLUMBING
CODE (APPENDIX ONLY), 2025 WILDLAND-URBAN INTERFACE
CODE AND THE 2025 CALIFORNIA FIRE CODE AS ADOPTED BY THE
CITY OF HIGHLAND, ARE REASONABLY NECESSARY BECAUSE OF
LOCAL CLIMATIC, GEOLOGICAL AND/OR TOPOGRAPHICAL
CONDITIONS**

**THE CITY COUNCIL OF THE CITY OF HIGHLAND DOES HEREBY FIND
DETERMINE AND RESOLVE AS FOLLOWS:**

Section 1. Recitals.

WHEREAS, Health and Safety Code Section 17958 provides that the City of Highland ("City") shall adopt codes imposing the same or modified or changed requirements as are contained in the California Building Standards Code adopted and published by the State pursuant to Health and Safety Code Sections 17922 and 18930; and

WHEREAS, Health and Safety Code Sections 17958.5(a) and 18941.5(b) permit the City to make modifications to building standards contained in the Codes comprising the California Building Standards Code, provided the City Council makes express findings that such modifications are reasonably necessary because of local climatic, geological, and/or topographic conditions; and

WHEREAS, the City of Highland Community Development Department has determined that certain modifications to the Codes are reasonably necessary due to local conditions in the City of Highland, in order to more fully protect the public health, safety and welfare, and safeguard life and property within the City of Highland.

Section 2. Resolution.

A. The facts set forth in the Recitals in Section 1 above are true and correct.

B. The local conditions, more fully described below, exist within the City of Highland which justify amendments to the 2025 Wildland-Urban Interface Code, and 2025 California Fire Code. The City Council of the City of Highland finds that these local climatic, geological, and topographical conditions and findings include but are not limited to the following:

1. (Climatic) The City is subject to relatively low amounts of precipitation, very low humidity levels and extremely high temperatures. In addition, there have been

longstanding drought conditions in the area. These climatic conditions are conducive to the spread of fire. For example, during July, August and September temperatures often exceed 100 degrees Fahrenheit. During this same period, relative humidity is typically less than 30% and measurements of less than 10% are not uncommon. These recordings have been documented by the National Climatic Data Center. With the drying of brush and other combustible materials, these conditions cause an above average amount of fuel within the City and surrounding areas.

2. (Climatic) The City is subject to extremely strong winds, commonly referred to as “Santa Ana” winds which can easily reach 40 miles per hour and have had recorded gusts exceeding 100 miles per hour. These winds can exacerbate the spread of wildfires and structure fires as the prevailing winds compress as it rises across the foothills to the mountain ridges at the North and East sides of the City.

3. (Topographic) Much of the Northeast and Eastern portions of the City are in the wildland urban interface (WUI) area including the San Bernardino National Forest. This creates unique challenges with development in terms of emergency access, adequate water supply and an extended response time from the nearest fire stations(s). In addition, due to the sharp rise of the San Bernardino Mountain slopes from the valley floor and with several drainages, this area is subject to flooding even with seasonal precipitation that occurs at higher elevations.

4. (Geological) The San Andreas Fault runs through the Northeast portion of the city and is easily capable of producing a major earthquake exceeding 7.0 on the Richter scale. An earthquake of this size or greater could cause severe infrastructure damage to utilities, including water supply utilized for fighting fires, broken gas lines and downed power line. Fire services will be overtasked and many roads would not be useable or safe.

5. (Climatic) The City is prone to fires. On June 27, 2017 there was a 900-acre wildfire in Highland that forced the evacuation of about 200 residents. On July 12, 2017 there was a 33-acre fire that burned in the City. A few days later on July 14, 2017, there was a 450-acre brush fire that burned around homes in the City. In the neighboring City of San Bernardino, there was a brush fire on October 21, 2019 that destroyed or damaged nine homes. On October 24, 2019 there was a wildfire in San Bernardino that burned 145 acres. According to CalFire, 7,860 fires were reported to CalFire and the US Forest Service in 2019, an increase from the 7,571 fires in 2018. In 2020, these figures increased again to 9,639 fire incidents. In September 2020, the El Dorado Fire occurred in Yucaipa where 22,744 acres were burned, 10 structures were destroyed, and tragically, one firefighter died. In 2024, the Line Fire burned over 43,978 acres displacing thousands of residents, damaging 5 structures, destroying 2 structures and injuring 6 firefighters. The City is prone to strong winds which help fuel brush fires and can create a dangerous situation and create a risk to the public safety.

6. The City of Highland has topographic conditions consisting of slopes greater than 40 percent.

C. Based upon the recommendations of the Community Development Department, the City Council finds that the amendments are more restrictive than those of the standards adopted by the California Building Standards Commission, and adoption would decrease the potential for and incidence of injury, death and property damage due to the aforementioned local climatic, geological and topographical conditions.

D. Based upon the local climatic, geological, and topographical conditions described in Section 2.B above, the City Council finds that following amendments to building standards in the 2025 California Building Code, California Residential Code, California Plumbing Code (appendix only), California Fire Code and California Wildland-Urban Interface Code, including adoption of certain appendices of said Codes, reflected in Ordinance _____, are more restrictive than those building standards adopted by the California Building Standards Commission; and they are reasonable necessary in order to protect and preserve the public health, safety, and welfare and thereby decrease the potential for and incidence of injury, death and property damage.

E. Adoption of building standards contained in Appendices F, G, H, I, J, and N of the 2025 California Building Code, Volumes 1 and 2 ("CBC"), as set forth in Highland Municipal Code Section 15.04.010, will serve to provide greater protection of the public health and safety and are reasonably necessary based upon the following local conditions, as more fully described in Section 2. B. of this Resolution:

<u>California Building Code</u>	<u>Applicable Findings -Sec. 2.B</u>
105.2	Administrative
105.5	Administrative
109.6.1	Administrative
109.7	Administrative
109.7.1	Administrative
108.7.2	Administrative
109.8	Administrative
CBC Appendix F	3
CBC Appendix G	3,6
CBC Appendix H	1,2,4
CBC Appendix I	2,4
CBC Appendix J	1-6
CBC Appendix N	1-6

F. Adoption of building standards contained in Appendices AB, BF and CI of the 2025 California Residential Code ("CRC"), as set forth in Highland Municipal Code Section 15.06.010, will serve to provide greater protection of the public health and safety

and are reasonably necessary based upon the following local conditions, as more fully described in Section 2. B. of this Resolution:

<u>California Residential Code Sections</u>	<u>Applicable Findings -Sec. 2.B</u>
CRC Appendix AB	Administrative
CRC Appendix BF	2,4
CRC Appendix CI	3,6

G. Adoption of building standards contained in Appendix H of the 2025 California Plumbing Code (“CPC”), as set forth in Highland Municipal Code Section 15.12.010, will serve to provide greater protection of the public health and safety and are reasonably necessary based upon the following local conditions, as more fully described in Section 2. B. of this Resolution:

<u>California Plumbing Code Section</u>	<u>Applicable Findings -Sec. 2.B</u>
CPC Appendix H	4,6

H. Adoption of amendments to building standards contained in the 2025 California Wildland-Urban Interface Code (“CWUIC”), as set forth in Highland Municipal Code Section 15.16.030, will serve to provide greater protection of the public health and safety and are reasonably necessary based upon the following local conditions, as more fully described in Section 2. B. of this Resolution:

<u>Cal. Wildland-Urban Interface Code Sections</u>	<u>Applicable Findings -Sec. 2.B</u>
CWUIC 202	1-3, 5-6
CWUIC 404.2.1	1-6
CWUIC 404.4.1	1, 36
CWUIC 504.10.4	1-3, 56
CWUIC 602.3.3	1-6
CWUIC 604.6	1-6
CWUIC 609.2.8	1-6
CWUIC 610.3	1-6

I. Adoption of amendments to building standards contained in the 2025 California Fire Code (“CFC”), and Appendices Chapter 4, B, BB, C, CC, D, E, F, G, H, I, K, N, O, P, and Q, as set forth in Highland Municipal Code Sections 15.29.010 and 15.29.030, will serve to provide greater protection of the public health and safety and are reasonably necessary based upon the following local conditions, as more fully described in Section 2. B. of this Resolution:

Fire Code SectionsApplicable Findings -Sec. 2.B

CFC 103.4, 104.1.1	Administrative
CFC 108.1.1	Administrative
CFC 202	1-6
CFC 202.1	1-6
CFC 305.5.1	1-6
CFC 307.1.2	1-6
CFC 307.1.2.1	1-6
CFC 315.8, 315.9	1-6
CFC 324, 324.1, 324.2, 324.3	1-6
CFC 325, 325.1	1-6
CFC 326, 326.1, 326.2, 326.3	1-6
CFC 327, 327.1	1-6
CFC 328, 328.1, 328.2, 328.3	1-6
CFC 503.1	1-6
CFC 503.1.4, 503.1.5	1-6
CFC 503.2.3	1-6
CFC 503.2.7	1-6
CFC 505.1, 505.1.1	3, 4, 6
CFC 605.3.1	1-6
CFC 605.3.2	1-6
CFC 905.4	1-6
CFC 2809.1.1	1-6
CFC 5601.2	1-6
CFC 5601.2.5	1-6
CFC 5601.2.4.3	1-6
CFC 5601.2.4.4	1-6
CFC 5601.2.4.5	1-6
CFC 5601.7	1-6
CFC 5604.1.2	1-6
CFC 5604.1.3	1-6
CFC 5604.3.4	1-6

CFC 5604.3.4.1	1-6
CFC 5604.3.5	1-6
CFC 5604.3.6	1-6
CFC 5604.3.7	1-6
CFC 5604.3.8, 5604.3.9	1-6
CFC 5604.10.2.1	1-6
CFC 5605.1	1-6
CFC 5605.1.2	1-6
CFC 5704.3.1.2	1-6
CFC Appendix Chapter 4	1-6
CFC Appendix B,	1-6
CFC Appendix BB,	1-6
CFC Appendix C,	1-6
CFC Appendix CC,	1-6
CFC Appendix D,	1-6
CFC Appendix E,	1-6
CFC Appendix F,	1-6
CFC Appendix G,	1-6
CFC Appendix H,	1-6
CFC Appendix I,	1-6
CFC Appendix K,	1-6
CFC Appendix N,	3, 4, 5
CFC Appendix O,	1-6
CFC Appendix P,	1-6
CFC Appendix Q	1-6

J. Assembly Bill 130 Finding. Amendments to building standards affecting residential uses contained in Ordinance No. [REDACTED], are changes or modifications substantially equivalent to existing changes or modifications that were previously filed by the City of Highland and were in effect as of September 30, 2025. See Health and Safety Code Sections 17958.5 and 18941.5.

Section 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this resolution. The City

Council of the City of Highland hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that nay one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases be declared invalid.

Section 4. Direction to File. The City Clerk shall, and is hereby directed to, file a copy of this resolution, together with a copy of Ordinance No. _____ with the State Building Standards commission, as required by California Health and Safety Code Section 17958.7.

Section 5. Certification. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this __ day of _____, 2025.

Penny Lilburn
Mayor

ATTEST:

Alondra Munoz
City Clerk



Staff Report

to the City Council

Agenda
Item
No.17.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Lawrence Mainez, Community Development Director
Prepared By: Angela Tafolla, Senior Planner
Subject: Selection of an Event Date and Budget for the 28th Annual Citrus Harvest Festival

Recommendation:

The Historic and Cultural Preservation Board recommends the City Council:

1. Select March 28, 2026, as the Event Date for the Citrus Harvest Festival with a Rain Date of April 4, 2026; and
2. Adopt the Budget.

Fiscal Impact:

The Festival Account has a current balance of \$444.45. Attached is a Budget for the 2026 Citrus Harvest Festival as recommended by the Historic and Cultural Preservation Board ("Board") (Attachment 1). Expenses are estimated to be \$18,470 and revenues \$19,000.

Marketing is a significant expenditure. The attached Budget includes expenditures of \$1,250 for print and digital media with the SB Sun and its associated publications, \$500 for Facebook/Instagram Meta Ads, \$700 for an ad in the East Highlands Ranch Newsletter, \$1,200 for a replacement street banner over Base Line, and \$300 for the printing of posters and flyers. Green canvas pole banners will be installed at their traditional locations along Base Line and Palm Avenue.

In 2025, there was a recommendation to post a second street banner at the East Valley Water District Sterling Natural Resources Center (EVWD SNRC) at 5th Street and Del Rosa Drive to ensure residents were informed of the event City-wide. After receiving approval from EVWD, staff hung a large paper banner at the site several days in advance of the 2025 event. Staff is currently exploring options to expand marketing for the 2026 event. This includes inserts in the Burrtec Waste Industries quarterly flyer, inserts in the EVWD billing inserts and banner at SNRC. The Burrtec inserts have been coordinated and anticipated to run in the first quarter of the year. Staff recently reached out to EVWD and anticipates a response shortly.

The Budget does not reflect a Rain Date contingency or Staff's time. Costs associated with a Rain Date are approximately \$8,000 for re-advertising, vendor cancellations and modifications to entertainment and paid demonstrators. Traditionally, staff time is not charged to the CHF

fund. Planning, Public Works and Finance Departments spend many hours on the event. Personnel costs are estimated at \$25,000.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

Project Review:

Consistent with the traditional citrus harvesting seasons, the Historic and Cultural Preservation Board recommends the Festival be held on March 28, 2026, with a Rain Date the following week, April 4, 2026.

Attachments:

1. 2026 Draft Budget

2026 DRAFT CHF Budget

Item/Description	2025 Budget	2025 expenditures	2026 Budget
Advertising - Redlands Daily Facts / SB Sun	1,250.00	1,250.00	1,250.00
Advertising - East Highlands Ranch Newsletter	700.00	680.00	700.00
'Peach Jar' School District Electronic Newsletter	500.00	450.00	-
Hot 103.9 Radio Advertisement	1,400.00	1,250.00	-
Facebook/Instagram Meta Ads Manager			1,000.00
Historic Demonstrators/Exhibitors (5 x \$200 ea) (2 x \$300 WAPA/ Heritage Hills)	1,700.00	1,750.00	1,750.00
Entertainment DJ & MC	1,500.00	1,700.00	1,700.00
Citrus Valley Music Boosters & Beattie Middle School	250.00	-	500.00
Balloons street decorations	1,250.00	1,207.00	1,250.00
Insurance	1,800.00	1,717.00	1,800.00
Street Banner over Base Line (date modification) (replacement banner)	-	-	1,200.00
Portable toilets - add wash stations to all 4 locations for 2026 CHF	2,500.00	1,041.00	2,000.00
Posters Boards, Flyers, print marketing materials	600.00	200.00	300.00
Mobile Stage (rental)	1,100.00	1,143.00	1,420.00
Paper materials, copying, postage	500.00	250.00	250.00
Tables w/ umbrella & chairs for food court & stage area	800.00	740.00	900.00
Signs for parking & festival activities	-	-	-
Contest ribbons (126) & Plaques (1 Honorees + 2 Home Restoration)	550.00	117.82	550.00
Kid's activities	300.00	350.00	400.00
Miscellaneous supplies	400.00	496.00	500.00
Staff shirts (2 x \$25)	50.00	-	-
Contest materials	300.00	398.84	300.00
Car show dash plaques	570.00	687.88	700.00
TOTAL	\$ 18,020.00	\$ 15,428.54	\$ 18,470.00

Festival Revenue	Projected	Received	Projected
Sponsorship	12000.00	9800.00	12000.00
Retail vendor Booth spaces	3500.00	3000.00	3500.00
Food vendor booth spaces	2600.00	3400.00	3500.00
TOTAL	\$ 18,100.00	\$ 16,200.00	\$ 19,000.00



Staff Report

to the City Council

Agenda
Item
No.18.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Lawrence Mainez, Community Development Director
Prepared By: Lawrence Mainez, Community Development Director
Subject: Consideration of Proposals for the City's Tow Rotation List Program Beginning January 1, 2026 and ending December 31, 2027

Recommendation:

1. Review the proposals from the Tow Operators and award two (2) year agreements to participate in the City's Tow Rotation Program; and
2. Authorize the Mayor to execute the associated agreements.

Fiscal Impact:

The cost to the City regarding the implementation of the Tow Rotation Program will be borne by the owner of the towed vehicle with minimal fiscal impact on the City. Those costs will be recovered by payment at the time a vehicle owner collects his/her vehicle. The tow companies charge their own separate fees for services which are also collected at the time a vehicle owner collects their vehicle from the storage yard (fees for service will be attached to the Tow Company Agreements).

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

Since 1994, the City Council has regulated Tow Operators who have participated in the City's Tow Rotation Program. The Agreements have been for approximately two (2) year terms with the current Contract term ending December 31, 2025. Staff circulated a Request for Proposals (RFPs) on August 18, 2025, and posted a notice on the City's webpage that same week. Proposals were received until September 4, 2025, at 5:30 p.m. Staff received seven (7) Proposals which include (in alphabetical order): A & G Towing Services, Armada Towing, Bill & Wags Towing, Edwin's Towing, Pepe's Towing, Statewide Towing, and Wilson's Towing. Six (6) of the proposals are the same companies that are currently in the City's Tow Rotation Program. The proposal from Bill and Wags was also considered by the City Council during the last selection process but was eliminated due to the Council's motion to award contracts to only the existing six (6) tow companies. However, Bill and Wags has submitted a proposal again and is requesting the City Council's reconsideration for the next two-year program.

Review:

Staff has analyzed each Tow Operator/Company Proposal (hereinafter referred to as "Operator") and has the following comments and/or conclusions (a copy of each Operator's CHP Form 234A is attached - see Exhibit 2). A Summary Comparison of the tow operator's proposals is also attached as Exhibit 3 for City Council's information which includes a listing of the proposed tow rates.

1. A & G Towing, 591 East Ninth Street, San Bernardino, CA 92410

Staff Review: The Operator has participated in the Program for over seventeen (17) years in good standing. Its primary storage facility is located at 591 East Ninth Street (in the City of San Bernardino) but within an acceptable distance from the City's corporate boundaries. All the required forms, and proof of insurance were submitted.

Recommendation: The Operator meets all requirements of the RFP and therefore staff is recommending they be approved for a City Tow Rotation Agreement.

2. Armada Towing, 2285 East 6th Street, San Bernardino, CA 92410

(Main Office is 8623 Carob Street, Fontana, CA 92335)

Staff Review: The Operator has participated in the Program for over seventeen (17) years in good standing. Its primary storage facility is located at 2285 East Sixth Street (in the City of San Bernardino near Highland's westerly corporate boundary) which serves as its main and only facility contiguous to the City of Highland. All the required forms, and proof of insurance were submitted.

Recommendation: The Operator meets all requirements of the RFP. Staff is recommending they be approved for a City Tow Rotation Agreement.

3. Bill & Wag's Towing Inc. 945 W. Brookton Ave., Redlands, CA 92374

Staff Review: The Operator submitted a proposal during the last selection process, but the City Council opted to eliminate their proposal and narrow the number of contracts to only the existing six (6) tow companies. The Operator is once again requesting the City Council include them in this year's selection process. The Operator's closest storage facility is located at 946 W. Brookton Avenue (within the City of Redlands) approximately 2 miles from the City's southerly corporate boundary. All the required forms, and proof of insurance were submitted by the required deadline.

Recommendation: The Operator meets all requirements of the RFP except for the distance to the storage facility from City's corporate boundary which exceeds the required maximum of 1.5 miles. However, the City Council has waived this requirement in the last eight (8) Program cycles provided that the tow company can meet the response time of 20 minutes maximum. At the request of the Operator, staff is including their proposal again for the City Council's consideration.

4. Edwin's Towing Inc. 25003 E. 5th Street, San Bernardino, CA 92410

Staff Review: The Operator has participated in the Program for four (4) years and will be the only tow operator within the City's corporate boundaries. On September 7, 2021, the Planning Commission approved a Conditional Use Permit (CUP-21-005) entitlement authorizing Edwin's Towing, Inc. to operate a towing business/yard at 25003 E. 5th Street within the City's Business Park Zoning District. All the required forms, and proof of insurance were submitted by the required deadline.

Recommendation: The Operator meets all requirements of the RFP. Staff recommends they be approved for a City Tow Rotation Agreement.

5. Pepe's Tow Service, Inc., 1303 Victoria Street, San Bernardino, CA 92408
(Main Office is 14351 Veterans Way, Moreno Valley, CA 92553)

Staff Review: The Operator has participated in the Program for over seventeen (17) years in good standing. Its primary storage facility is located at 1303 Victoria Street, within the City of San Bernardino and its secondary storage facility is located at 2000 West Key Street, Colton, CA. All the required forms, and proof of insurance were submitted. The primary storage facility in San Bernardino is over two (2) miles from the City's boundary.

Recommendation: The Operator meets all requirements of the RFP except for the distance to the storage facility which exceeds the required maximum of 1.5 miles. However, the City Council has waived this requirement in the last eight (8) Program cycles and has not posed a problem with regards to response time - which is a maximum of 20 minutes. The City Council may again waive the distance requirement if it so chooses. Staff recommends Pepe's be approved for a City Tow Rotation Agreement.

6. Statewide Towing & Recovering Inc. 376 S. Waterman Ave, San Bernardino, CA 92408

Staff Review: The Operator has participated in the Program for four (4) years. The Operator's closest storage facility is located at 376 E. Waterman Avenue (within the City of San Bernardino) approximately 1.4 miles from the City's westerly corporate boundary. All the required forms, and proof of insurance were submitted by the required deadline.

Recommendation: The Operator meets all requirements of the RFP. Staff recommends they be approved for a City Tow Rotation Agreement.

7. Wilson Towing L.L.C., 2310 East Third Street, San Bernardino, CA 92410

Staff Review: The Operator has participated in the program since 1994 (31 years) and is in good standing. The Operator's storage facility is located at 2310 E. 3rd Street (within the City of San Bernardino) at the City's westerly corporate boundaries. All the required forms, and proof of insurance were submitted by the required deadline.

Recommendation: The Operator meets all requirements of the RFP. Staff recommends they be approved for a City Tow Rotation Agreement.

Analysis:

The Tow Operators meet the requirements outlined in the RFP. However, only Edwin Towing is located within the City's corporate boundary. Four (4) are located within the City's preferred one and one-half mile (1.5 miles) radius from the City's corporate boundary (A&G Towing, Armada Towing, Statewide Towing, and Wilson's Towing). Pepe's Towing and Bill & Wags Towing are beyond the distance from the City's corporate boundary requirement (2 miles respectively); however, staff recommends they be given the same waiver consideration as in the past. The six (6) existing tow companies have served the City of Highland well over the last two years.

No concerns have been identified by the City's Code Enforcement Division, Public Works Department, Fire Department, and City Police Department.

Section 2(K) of the related Agreement stipulates that the tow operator shall also be available to tow any City vehicle at no charge, inclusive of vehicles associated with Police and Fire.

Not included in this round of Tow Rotation Agreements is a future Tow Yard and Office recently entitled by the Planning Commission to be located within the City limits at 24989 5th Street. It will take some time for the business owner to develop their property, so they were not included as a Tow Company for City Council's consideration. However, they will be considered once they obtain their City Business License and Certificate of Occupancy late in 2026.

The City Attorney reviewed the draft Agreement as to form (see RFP, Exhibit 1 and Exhibit 4). All seven (7) interested Tow Companies have acknowledged and signed the Agreement as of the posting date of this staff report.

As noted herein, staff is recommending the City Council award Agreements to all six (6) existing Tow Companies to participate in the City's two (2) year Tow Rotation Program (January 1, 2026, and December 31, 2027), and provide direction concerning the proposal from Bill & Wags Towing.

Attachments:

1. Exhibit 1 - Request for Proposal Packet (inclusive of the Final Agreement as to Form)
2. Exhibit 2 - Operators' Proposals (California Highway Patrol Form 234A)
3. Exhibit 3 - Summary Comparison
4. Exhibit 4 - Final Tow Company Agreement

EXHIBIT 1

RFP Packet

REQUEST FOR PROPOSAL

TOWING SERVICE ROTATION LIST FOR THE CITY OF HIGHLAND

TOW ROTATION PROGRAM 2026 and 2027



City of Highland
27215 Base Line
Highland, CA 92346

August 18, 2025

REQUEST FOR PROPOSALS
TOW SERVICES ROTATION LIST
FOR THE CITY OF HIGHLAND

TOW ROTATION PROGRAM

The City Council of the City of Highland is inviting proposals from qualified towing companies who wish to enter into an agreement with the City for the provision of rotational towing services for the removal of vehicles from the public right-of-way (i.e. "Off-Site Vehicle Removal") and for the removal of inoperative vehicles from private property (i.e. "Vehicle Abatement Services") **at no cost or charge** to the City of Highland, its Fire Department and/or the City's Police Department as well as the towing of City vehicles (i.e. cars, trucks, police / sheriff patrol cars, and fire trucks and equipment) as necessary.

The Agreement attached contains rules and regulations a tow company must agree to comply with in order to receive a position on a rotation tow listing with the City. Participation in the City of Highland Rotation Tow Program ("Program" is voluntary), Compliance with the terms and conditions of the Tow Services Agreement is mandatory for towing companies participating in the Program.

GENERAL REQUIREMENTS:

1. No tow company submitting an application for the Program shall have a financial interest in any other tow company and/or applicant within the City of Highland. Financial interest includes shared: business license, insurance, TOW TRUCK and equipment ownership, and employees.
2. The tow company must be located within a one and one-half (1½) mile radius from City limits in order to respond in less than twenty (20) minutes (maximum Response Time) and have an active City business license to be considered for the Program.
3. A tow company must have a valid business license at all times that it participates in the Program. Any tow company that fails to maintain a valid business license with the City shall be removed from the Program as set forth in the Agreement.
4. Each location, if an Operator has more than one Storage Facility, will be reviewed on an individual basis, and any new proposed locations in the City shall be approved by the City's Planning Division before the Operator is allowed to participate in the Program.
5. The performance period of the Agreement will be for two (2) years, beginning

January 1, 2026, and terminating on December 31, 2027. Tow companies and/or operators not participating in the Request for Proposal (RFP) process will not be eligible to participate in the Program until the City establishes an open enrollment period.

6. The fees charged for response calls must be reasonable. The reasonableness of the fees charged will be determined in the following manner (Form CHP 234A may be used to list rates for services):
 - A. The tow company shall submit his/her proposed hourly rate to the City. The City shall determine the validity and reasonableness of the submitted rate.
 - B. Validity will be based upon telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate in excess of a tow company's retail rate will be considered invalid and will not be accepted. A tow company who submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from participating in the Program until the next enrollment period.
 - C. Reasonableness shall be determined as compared to other rates.
7. For special operations involving Class B, C, and D tow trucks, the tow company shall submit proposed fees for vehicle recovery operations and load salvage operations. Fees shall be reasonable and consistent with industry standards for similar operations.
 - A. The proposal shall include hourly rates for the following:
 - 1) Auxiliary Equipment, e.g., airbags, converter gear / dolly, additional trailers, etc.
 - 2) Contracted Equipment, e.g., airbags, converter gear / dolly, additional trailers, forklifts, scoop loaders, etc.
 - 3) Contract labor.
 - B. The City shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.
8. The tow company shall submit his/her proposed storage fees, for inside and outside storage, to the City. The City shall determine the reasonableness of the fees for inside and outside storage, based upon the average of the proposed fees submitted by those applying for rotation.

SCOPE OF WORK:

This RFP includes the information necessary to be considered for the Program. The RFP contains the following documents:

1. Agreement for Towing Services (included herein) - The Agreement sets forth the parameters a tow company must adhere to such as:
 - A. Tow truck classifications and driver requirements.
 - B. Rate structures or limitations.
 - C. Response to calls regulation and restrictions.
 - D. Storage facility requirements.
 - E. Insurance requirements and limitations.
 - F. Inspections, audits, and compliance with the law provisions.
 - G. Procedures for disciplinary action and hearing process.
2. Attachments to the Agreement include:
 - A. General Equipment Specifications and Use Requirements.
 - B. Reserved for Operator's Proposal.

PROPOSAL SUBMITTAL REQUIREMENTS:

The following items must be submitted to City to be considered for the Program:

1. Completion of the California Highway Patrol Form CHP 234A (Form CHP 234A is to be used as the Program Application). Current Vehicle Inspection Certification (Form CHP 234B) shall be submitted on each vehicle to be used in the Program. Vehicles may be added to the list of approved vehicles as outlined in the Agreement.
2. Proof of insurance from a California admitted or approved company verifying required levels and amounts of coverage.
3. A Rate Schedule as identified in the attached Agreement. Form CHP 234A may be used as long as all required rates of the Agreement are included on said Form.
4. A copy of the City of Highland Business License for the Tow Company/Operator.
5. A fully dimensioned Site Plan of the tow company's business and storage yard shall be submitted with the Application package. The plan shall be drawn to an engineer scale not to exceed 1" = 50' or less than 1" = 20', with a north arrow oriented to top of the Plan. The Plan shall include the following information:

- A. Name, address and phone number of the applicant / tow company.
- B. Property lines and lot dimensions.
- C. Dimensions of all access points to the Site (pedestrian and vehicular), off-street parking areas, loading areas, and parking spaces for customers and employees.
- D. Location of all building structures and the distances between buildings and the property lines.
- E. Location of all driveways and landscape planters or areas.
- F. Location of all building security lights and parking lot lights.
- G. Location and type of perimeter fencing.

Tow companies and operators interested in participating in the Program shall submit the requested information, completed Forms, and any other pertinent information to:

Lawrence Mainez
Community Development Director
City of Highland
27215 Base Line
Highland, CA 92346

All proposals are due to the City of Highland by no later than 5:30 p.m. on Thursday, September 4, 2025. An applicant shall submit two (2) copies of the proposal. One (1) proposal must be a reproducible, unbound copy (no colored copies). Failure to comply with the instruction set forth in the RFP and the Agreement will be considered as non-responsive and will not be accepted. Furthermore, the City Council reserves the right to reject any and all bids at any time during this process.

This new Agreement will replace all existing operators on the City's Tow Rotation Program list in effect with the City of Highland.

Any questions regarding this RFP should be forwarded to Lawrence Mainez, Community Development Director, at Highland City Hall, (909) 864-6861 Extension 215, lmainez@cityofhighland.org or Camille Duarte, Administrative Assistant III, Extension 214, cduarte@cityofhighland.org.

AGREEMENT FOR SERVICES:

The following is the Agreement which will be required to be executed by all Tow Companies prior to the Proposals being approved by the City Council.

**AGREEMENT BETWEEN THE CITY OF HIGHLAND AND
FOR TOWING SERVICES
IN THE CITY OF HIGHLAND**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of Highland (hereinafter referred to as "CITY") and _____, a Towing Company (hereinafter referred to as the "OPERATOR"). The CITY and OPERATOR shall be referred to collectively as "the Parties."

W I T N E S S E T H

WHEREAS, CITY seeks to engage the services of the OPERATOR to participate in CITY Tow Rotation Program ("PROGRAM") for towing services throughout the CITY for the removal of vehicles from the public Right-of-Way (i.e. "Off-Site Vehicle Removal") and the removal of inoperable vehicles from private property (i.e. "Vehicle Abatement Services") at no cost or charge to the CITY, or its contract services with the San Bernardino County Sheriff's Department.

WHEREAS, CITY agrees to utilize, on a rotational basis, for the PROGRAM, only those OPERATOR(S) located in the CITY or located within a mile and a half of the CITY, who have signed an Agreement with the CITY.

WHEREAS, the OPERATOR who is a signatory to this Agreement, has completed and submitted the necessary Towing Applications and other documents required by CITY and has been approved by the CITY to participate in the PROGRAM.

WHEREAS, OPERATOR represents that it has the necessary expertise, equipment, storage facilities, personnel and insurance to meet all requirements of CITY to provide towing services within the CITY.

WHEREAS, CITY has relied upon OPERATOR representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Section 1. Definitions.

The following defined terms shall be used in this Agreement:

APPEAL: The final level of review for written reprimands, suspensions, terminations, or review of a CITY'S decision regarding disciplinary action.

AREA: City of Highland Corporate Boundary.

CHP: The Department of the California Highway Patrol.

ENROLLMENT PERIOD: The period of time when a tow company may submit an application for inclusion on the CITY'S Rotation Tow List.

LOAD SALVAGE OPERATIONS: Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, C, and D TOW TRUCKS.

NOTICE: All notices relating to this Agreement shall be in writing and delivered to the other Party in person, via FAX, or by US Mail.

OPERATOR: A tow service which has signed the Tow Service Agreement, and is approved to receive CITY referred calls. The term, "operator" refers to the company, its owner(s), and its manager(s) who have authority to enter into an Agreement with the CITY for towing services and to conduct business in accordance with the terms of this Agreement.

PORTAL TO PORTAL: Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the TOW TRUCK back into service when unusual circumstances require additional time that are not part of normal operating procedures. (Examples: 1) 4 X 4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment; 2) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; 3) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.)

POSSESSION: Pursuant to Section 3068.1 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit.

PUBLIC SAFETY RESPONSE: A response which results in a storage of a vehicle at the direction of an officer. This does not include storage at the request of the vehicle operator, registered owner, or agent.

RECOVERY OPERATION: An operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C or D TOW TRUCK(s).

RESPONSE TIME: The period of time from an operator's notification by the CITY Communications Center of a call to the arrival of the TOW TRUCK at the location requested.

RETAIL RATE: The usual customary retail rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.

SUSPENSION: Removal of an operator from the CITY'S Rotation Tow List for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION: Permanent removal of a tow operator from the CITY'S Rotation Tow List for the remainder of the term of the Agreement and disqualification from any further participation in the PROGRAM.

TOW TRUCK: A tow truck as defined in Section 615(a) of the California Vehicle Code. Also includes slide back carriers and wheel life vehicles.

TOW DISTRICT: The geographical area in which an operator may receive CITY referred calls.

WRITTEN REPRIMAND: A written notice to an operator which specifies any violation(s) of the Tow Service Agreement, orders corrective action, and warns of further action(s) to be taken if corrective action is not taken.

Section 2. General Responsibilities of OPERATOR.

- A. OPERATOR shall provide towing services at the request and direction of the San Bernardino County Sheriff's Department (hereinafter referred to as the "HIGHLAND POLICE DEPARTMENT") and CITY'S Code Compliance Division for all tows necessary from public Right-of-Way and from private property. Calls for towing services from public Right-of-Way shall be initiated by the HIGHLAND POLICE DEPARTMENT and calls for towing services from private property shall

be initiated by the CITY'S Code Compliance Division under the CITY'S Vehicle Abatement Program.

- B. The OPERATOR shall be responsible for reasonable cleanup of debris left at the scene of a collision or at the direction of the HIGHLAND POLICE DEPARTMENT.
- C. There shall be no charge or fee to the CITY, including the CITY'S Code Compliance Division, or the HIGHLAND POLICE DEPARTMENT for any towing services by the OPERATOR **to include vehicles towed at the request of the CITY/HIGHLAND POLICE DEPARTMENT in which the vehicle is used in the commission of a crime or other matters in which the vehicle must be impounded for investigation and/or further analysis.** All charges or fees shall be applied only to the legal owner or registered owner of the vehicle or to the property owner as appropriate. All reference to charges or fees in this Agreement and in exhibits thereto shall refer to charges against the vehicle owner and not to the CITY, including the CITY'S Code Compliance Division, or the HIGHLAND POLICE DEPARTMENT.
- D. If the OPERATOR called is unable to respond within 20 minutes ("MAXIMUM RESPONSE TIME"), the OPERATOR must advise the originator of the call (either the HIGHLAND POLICE DEPARTMENT or CITY'S Code Compliance Division, as appropriate) at the time of the call regarding the anticipated RESPONSE TIME. If the anticipated RESPONSE TIME is unacceptable, other towing arrangements will be made by HIGHLAND POLICE DEPARTMENT or CITY'S Code Compliance Division.
- E. The OPERATOR will furnish satisfactory evidence of liability insurance, provide adequate protection of disabled vehicles, and any property contained in such vehicles, while being towed and during storage. Policy expiration dates and any notice of cancellation will be furnished to the CITY immediately upon receipt by the OPERATOR.
- F. The OPERATOR shall maintain records of tow services furnished including a description of vehicles, nature of service and time and location of calls. Such records may be inspected at any time by the HIGHLAND POLICE DEPARTMENT and CITY. The OPERATOR shall mark the windshield of each vehicle towed as part of the PROGRAM to read: "City of Highland" and either "impounded" or "stored."
- G. The OPERATOR and its TOW TRUCK drivers shall be properly licensed, in accordance with California Vehicle Code ("CVC") Sections 12804.7 and 12804.9(b) and the CITY's business license requirements.

- H. Towing vehicles shall be maintained in compliance with the provisions of CVC Sections 24605, 25253, 25300, 27700, and 27907.
- J. The OPERATOR shall comply with CVC Section 10652 in reporting the storage of vehicles over 30 days. The HIGHLAND POLICE DEPARTMENT will be furnished a copy of the Report, which the OPERATOR is required to furnish to the Department of Justice by Registered Mail.
- K. The OPERATOR shall also be available as necessary to tow any CITY vehicle **at no charge.** Such vehicles will include CITY Vehicles, Highland Fire Department / CDF California Department of Forestry ("CalFire") Trucks and associated vehicles, and HIGHLAND POLICE DEPARTMENT patrol cars and associated vehicles. **Further, the OPERATOR shall assist the CITY and HIGHLAND POLICE DEPARTMENT in changing flat tires, jump start dead batteries and/or other incidental vehicle problems that may occur from time-to-time during the Agreement period.**
- L. The OPERATOR shall provide to the CITY applicable Forms CHP 234A, CHP 234B and CHP 234F that shall be kept current during the time period of this Agreement (**see Attachment B**).

Section 3. Responsibilities of CITY.

- A. The CITY shall establish and maintain a Rotational Tow List ("LIST") for each class of TOW TRUCK, which shall be used by the HIGHLAND POLICE DEPARTMENT and CITY'S Code Compliance Division.

Section 4. Rotation Lists.

- A. The CITY shall maintain a LIST for each class of TOW TRUCK to ensure an equitable distribution of calls.
- B. Nothing shall prohibit a Class B, Class C, or Class D OPERATOR from maintaining a place on a lighter class LIST.
 - 1. Regardless of the class of TOW TRUCK utilized or responding to the call, charges shall not be more than the class of vehicle towed or serviced, except when recovery operations require a larger class of truck.
- C. A call to an OPERATOR shall constitute one turn on the LIST and the OPERATOR shall be moved to the bottom of the LIST. This includes when the OPERATOR fails to answer the phone, is unable to respond, or is canceled because the OPERATOR cannot respond in less time than the MAXIMUM RESPONSE TIME. If it is determined that the OPERATOR is not needed and is

canceled by the CITY/HIGHLAND POLICE DEPARTMENT, up to and including the time the OPERATOR arrives at the scene, there shall be no charges and the OPERATOR will be placed back at the top of the LIST.

1. If the OPERATOR is canceled by the vehicle's owner or agent prior to the OPERATOR taking POSSESSION of the vehicle, there shall be no charges for towing. The OPERATOR shall immediately contact the CITY/HIGHLAND POLICE DEPARTMENT and advise them of the cancellation. The OPERATOR will then be placed back at the top of the LIST.
 2. If service, other than towing and recovery, has begun and is canceled by the vehicle's owner or agent, the OPERATOR may charge a minimum of one-half of the regular hourly service charge, for the time expended on the call. For purposes of cancellation, service begins when physical work on the vehicle has begun, not the response. No lien shall arise for the service unless the OPERATOR has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.
 - a. The OPERATOR shall not attempt to take POSSESSION of the vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien by law. Refer to Civil Code Section 3068.1 for when a lien begins.
- D. If two or more OPERATORS are called to the same incident, distribution of the vehicles shall be at the discretion of the HIGHLAND POLICE DEPARTMENT.
- E. HIGHLAND POLICE DEPARTMENT may direct an OPERATOR to move vehicles to help clear a roadway or for lifesaving operations. OPERATORS shall provide the assistance as directed. There shall be no charge for this assistance, and the assistance provided should not change the OPERATOR'S place on the LIST.
- F. An OPERATOR must have a business office and/or storage facility located within the CITY, or within a one and half mile radius of the CITY'S boundaries. A secondary business and storage facility, whether within the CITY limits or not, does not qualify the OPERATOR for an additional position on the LIST.

Section 5. TOW TRUCK Classifications.

- A. An OPERATOR shall equip and maintain TOW TRUCKS covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations and the specifications contained in this Agreement, and consistent with industry standards and practices.
 - 1. Notwithstanding CVC Section 615, all TOW TRUCKS shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of the Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary TOW TRUCK for the LIST.
 - 2. An OPERATOR who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.
- B. A violation of the Gross Vehicle Weight Rating ("GVWR") and safe loading requirements of a TOW TRUCK shall be cause for immediate suspension. This includes exceeding the TOW TRUCK'S GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the TOW TRUCK'S unladen weight on the front axle when lifting / carrying a load.
- C. There will be four classes of TOW TRUCKs covered under this Agreement.
 - 1. Class A - Light Duty
 - a. An OPERATOR shall maintain a minimum of one TOW TRUCK with a manufacturer's GVWR of at least 10,000. Class A equipment specifications can be found in Attachment A of this Agreement.
 - 1) The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.
 - 2) A "trailer for hire" shall not be approved for listing as a Class A TOW TRUCK.
 - 3) Tow companies whose equipment had previously been approved, but who do not have wheel lift capabilities, may apply for and receive a Class A Tow Rotation Listing. However, equipment purchased on or after July 1, 2000, shall not be approved unless the equipment brings the OPERATOR into compliance with the minimum requirements.

2. Class B - Medium Duty

- a. An OPERATOR shall maintain at least one TOW TRUCK with a manufacturer's GVWR of at least 19,501 pounds. The TOW TRUCK shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

- 1) The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.

3. Class C - Heavy Duty

- a. An OPERATOR shall maintain at least one three-axle TOW TRUCK with a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 33,000 pounds. The TOW TRUCK shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

- b. The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.

4. Class D - Super Heavy Duty

- a. An OPERATOR shall maintain at least one three-axle TOW TRUCK with a manufacturer's GVWR of at least 50,000 pounds. The TOW TRUCK shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

- b. The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.

- 5. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Attachment B of this Agreement.

- D. The OPERATOR shall only use those TOW TRUCKS approved by the CITY to be part of the PROGRAM.

Section 6. Tow Drivers.

- A. The OPERATOR shall ensure that TOW TRUCK drivers responding to calls initiated by the HIGHLAND POLICE DEPARTMENT OR CITY'S Code Compliance Division are qualified and competent employees of the OPERATOR. The OPERATOR shall ensure that the TOW TRUCK drivers are trained and proficient in the use of the TOW TRUCK and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the PROGRAM. TOW TRUCK drivers shall be at least 18 years old and possess the following minimum Class Driver's License:
1. Class A TOW TRUCK - A valid Class C License, or a valid Class A License with valid Medical Certificate.
 2. Class B TOW TRUCK - A valid Class C License for non-regulated vehicles, or a valid Class A License with valid Medical Certificate for regulated vehicles pursuant to CVC Section 34500.
 3. Class C TOW TRUCK - A valid Class A License with valid Medical Certificate.
 4. Class D TOW TRUCK - A valid Class A License with valid Medical Certificate.
- B. The Class A Licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes (Refer to Attachment A).
- C. The OPERATOR shall maintain a current list of drivers.
1. The OPERATOR shall provide a current list of his/her drivers to the CITY. The OPERATOR shall notify the CITY upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the CITY within seven (7) calendar days of any change in driver status.
 2. OPERATORS, shall at a minimum, maintain the following information for each employee (Form CHP 234F may be used to provide the information):
 - a. Full Name.
 - b. Date of Birth.
 - c. California Driver License Number.
 - d. Copy of valid Medical Certificate, if applicable.

- e. Job Title / Description.
 - f. Current Home Address.
 - g. Current Home Telephone Number.
 - h. Type(s) of truck(s) driver has been trained and instructed to operate.
- D. All TOW TRUCK drivers and the OPERATOR shall be enrolled in the California Department of Motor Vehicles Employer Pull Notice Program ("Pull Notice Program").
- 1. Upon the addition of new drivers, an OPERATOR will be granted a maximum of 30 days to enroll in the Pull Notice Program.
 - 2. Pull Notices shall be kept on file, signed, and dated by the OPERATOR.
 - 3. The CITY may require an OPERATOR to provide copies of Pull Notice Reports to the CITY from time to time.

Section 7. Rates.

- A. Fees charged for response calls originating from the CITY's Code Compliance Division or HIGHLAND POLICE DEPARTMENT, shall not exceed the rates set forth in Attachment B.
- B. The rate for towing shall be from PORTAL to PORTAL and may be at a one hour minimum. Charges in excess of one hour may be charged in up to fifteen (15) minute increments. There shall be no additional charges for mileage, labor, etc. and/or for an OPERATOR'S time to release a vehicle when the storage facility is not at the same location and the request for the vehicle's release is made within typical business hours and days. In addition, if the HIGHLAND POLICE DEPARTMENT requests a tow from a storage facility to the Special Investigation Division (SID) of the San Bernardino County Sheriff's Department, there shall be no additional charges to the CITY or owner of the vehicle. Secondary towing requested by the vehicle owner or his/her agent may be negotiated by the OPERATOR in accordance with the OPERATOR'S private business practices.
 - 1. The OPERATOR may charge up to a one-hour minimum per call on PUBLIC SAFETY RESPONSE calls.

2. The OPERATOR shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- C. Rates for service calls (out of gas, lockouts, etc.) shall be from PORTAL TO PORTAL, and may be at the hourly rate with a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in up to fifteen (15) minute increments.
- D. Fees for Special Operations.
1. For special operations involving Class B, C, and D TOW TRUCKS such as vehicle recovery operations and LOAD SALVAGE OPERATIONS, the fees shall not exceed the rates set forth in Attachment B. Charges in excess of thirty-minutes may be charged in up to fifteen (15) minute increments.
 2. OPERATOR shall submit a mark-up rate (percentage of the cost to the OPERATOR) for retail equipment and specialized labor not otherwise listed on Attachment B.
 3. If OPERATOR performs a service for which a required rate was not submitted to, and approved by, the CITY, the OPERATOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the OPERATOR may only charge for the actual rate paid for the labor.
- E. The total fees charged for after-hours release shall be no more than one-half (1/2) the hourly rate, and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours.
- F. Storage Fees.
1. Storage fees, for inside and outside storage, shall not exceed the rates set forth in Attachment B.
 2. The OPERATOR shall display in plain view at all cashier's stations, a sign as described in Section 3070 of the Civil Code, disclosing all storage fees and charges in force, including the maximum storage rate.
 3. Vehicles stored 24 hours or less shall be charged no more than one day storage. Each day thereafter shall be calculated by calendar day.

- G. This Section of the Agreement shall not apply if the OPERATOR responds to a CITY/HIGHLAND POLICE DEPARTMENT call in a location where towing rates for all tow companies are established by a City or County Ordinance.
- H. The schedule of rates charged by the OPERATOR shall be made available upon demand to person(s) for whom the tow services were provided or his/her agent, or any CITY representative.
- I. The Rate Schedule included in Attachment B represents the maximums an OPERATOR may charge on a CITY/HIGHLAND POLICE DEPARTMENT call. An OPERATOR is not precluded from charging less when deemed appropriate by the OPERATOR. These requirements shall not be construed as requiring a charge when an OPERATOR would not normally charge for such service.
 - 1. No OPERATOR or employee shall refer to any rate as the minimum required or set by the CITY.

Section 8. Response to Calls.

- A. The OPERATOR shall respond to CITY/HIGHLAND POLICE DEPARTMENT calls 24 hours a day, seven days a week, within the MAXIMUM RESPONSE TIME. The OPERATOR shall advise CITY/HIGHLAND POLICE DEPARTMENT, at the time of the notification, if they are either unable to respond or unable to meet the MAXIMUM RESPONSE TIME. If, after accepting the call, the OPERATOR is unable to respond or will be delayed in responding, the OPERATOR shall immediately notify the CITY/HIGHLAND POLICE DEPARTMENT. The OPERATOR shall not assign initial calls to other OPERATORS.
 - 1. Failure(s) to respond and/or failure(s) to meet the MAXIMUM RESPONSE TIME requirements shall constitute failure to comply with the terms and conditions of this Agreement.
 - a. The CITY may take immediate disciplinary action for any violation of the requirement to respond within the MAXIMUM RESPONSE TIME.
 - b. When an OPERATOR will be temporarily unavailable to provide services due to a preplanned / scheduled activity, e.g. vacation, maintenance, medical leave, etc., the OPERATOR shall notify the CITY at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- B. The OPERATOR, or his/her employee(s) responding to a CITY/HIGHLAND

POLICE DEPARTMENT call, shall perform the towing or service required for which he/she was called. This requirement may be waived by the CITY/HIGHLAND POLICE DEPARTMENT, if the requested equipment is inadequate for the service to be performed.

1. Any refusal to respond or to perform the required towing or service will subject the OPERATOR to SUSPENSION, if deemed appropriate by the CITY.
- C. An OPERATOR shall not respond to a CITY/HIGHLAND POLICE DEPARTMENT call assigned to another OPERATOR, unless requested to do so by the CITY/HIGHLAND POLICE DEPARTMENT.
1. There may be times when the OPERATOR assigned the initial CITY/HIGHLAND POLICE DEPARTMENT call may require the assistance of an additional OPERATOR at the scene. The OPERATOR assigned the initial call may, subject to prior agreement with the CITY/HIGHLAND POLICE DEPARTMENT, and with the concurrence of the CITY/HIGHLAND POLICE DEPARTMENT, request a specific OPERATOR to assist him/her. The request shall be routed to the additional OPERATOR through the CITY/HIGHLAND POLICE DEPARTMENT.
 2. There may be times when an OPERATOR, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a HIGHLAND POLICE DEPARTMENT officer requests his/her assistance in clearing the roadway. In such a case, the OPERATOR may be requested to move the vehicle to a safe location, as directed by the HIGHLAND POLICE DEPARTMENT officer and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the OPERATOR'S place in the rotation on the LIST.
- D. Only the TOW TRUCK personnel and equipment requested shall respond to a CITY/HIGHLAND POLICE DEPARTMENT call. Additional TOW TRUCK personnel and equipment shall be at the approval of the CITY/HIGHLAND POLICE DEPARTMENT. This shall not preclude the OPERATOR from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

Section 9. Storage Facility.

- A. The OPERATOR shall provide adequate security of vehicles and property at the place of storage. At a minimum, a fenced or enclosed area shall be provided. The

OPERATOR is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.

- B. If an OPERATOR has a storage facility within the CITY, the storage facility shall be in compliance with all Zoning and Development Regulations in effect during the term of this Agreement. In addition to Zoning and Development Regulations for such a use, OPERATOR shall comply with the following:
1. Vehicle storage area shall be improved with an impervious material such as Portland Concrete Cement (PCC) or Asphaltic Concrete (AC) or other surface as approved by the CITY'S Planning Division. Bare soil is not permitted.
 2. All non-conforming signs shall be removed.
 3. The storage lot shall be fenced and screened from view. The screening material can be either landscaping (i.e. vines, bushes) or fencing material (i.e. slats), or combination thereof.
 4. Security lighting shall be provided in the storage lot area.
- C. If the Community Development Director determines that the Storage Facility does not comply with the CITY'S Zoning and Development Regulations and the conditions set forth in this Section 9, the CITY's Community Development Director, at his or her discretion, can seek to TERMINATE or SUSPEND the Agreement.
- D. The OPERATOR shall notify the CITY/HIGHLAND POLICE DEPARTMENT in writing prior to the removal of property from a stored vehicle and will provide a receipt to the registered owner or his or her representative with a copy placed in the stored vehicle. The requirement to notify the CITY/HIGHLAND POLICE DEPARTMENT prior to the removal of property may be waived by the CITY/HIGHLAND POLICE DEPARTMENT in writing if determined that proper safeguards and procedures are utilized by the OPERATOR.
1. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.
 2. The OPERATOR shall release personal property from the vehicle at the request of the vehicle owner or his/her agent. If such a release is made, the OPERATOR shall notify the CITY/HIGHLAND POLICE DEPARTMENT in writing prior to releasing the personal property.
 - a. Personal property is considered to be items which are not affixed to the vehicle.

- 1) Personal property includes: papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools, etc.
 - 2) Personal property from a stored vehicle shall be released upon request of the vehicle owner or agent, unless prohibited by CITY/HIGHLAND POLICE DEPARTMENT.
 3. Cargo shall be released upon demand of the carrier, unless prohibited by CITY/HIGHLAND POLICE DEPARTMENT, or pursuant to a court order.
- E. The primary storage facility shall normally be at the same location as the business address and shall not be located greater than one and one-half (1.5) miles from CITY limits. If the OPERATOR utilizes a second storage facility, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and personal property shall be released at the primary storage facility upon request of the owner or a person having a legal entitlement to the vehicle, except as set forth above. There shall be no additional charge for transporting an impounded and/or stored vehicle from the OPERATOR'S secondary storage facility to the primary storage facility if requested to do so by the CITY/HIGHLAND POLICE DEPARTMENT or the owner of the vehicle or his/her authorized representative. Prior to the utilization of new storage facilities not listed on the Application for Rotation Tow Listing, the OPERATOR shall obtain the CITY'S approval and furnish the address.
1. Secondary storage facilities shall be located reasonably close (as determined by the CITY'S Community Development Director and the HIGHLAND POLICE DEPARTMENT) to the main business office and approved by the CITY. Any changes to the location of the secondary storage facility without written approval by the CITY shall be prohibited and subject to Disciplinary Action as set forth in Section 18.
- F. OPERATOR shall maintain sufficient storage spaces.
- G. An OPERATOR'S place of business and storage facility, if separate from the place of business, shall have a sign that clearly identifies it to the public as a towing service. The sign shall also identify where a customer can file a complaint with the CITY regarding the PROGRAM. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.
- H. For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, and shall be manned during said business hours, except for the following holidays:

1. New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
 2. Business hours shall be posted in plain view to the public at both the place of business and/or storage facility.
- I. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles / property.
 - J. The release of vehicles shall be conducted in accordance with local HIGHLAND POLICE DEPARTMENT procedures.

Section 10. Insurance.

The OPERATOR shall maintain the following minimum levels of insurance from an insurance carrier admitted in California:

A. Minimum Scope of Insurance:

1. Insurance Services Office Commercial General Liability coverage (Occurrence for CG 0001).
2. Insurance Services Office Form Number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance.

B. Minimum Limits of Insurance:

1. Commercial Business Automobile Liability: \$2,000,000 per accident for bodily injury and property damage with a combined single limit for Class A TOW TRUCKS. The combined single limits for Class B, C, and D TOW TRUCKS shall be not less than \$2,000,000. These minimum standards are to include non-owned and hired auto coverage.
2. Employers Liability: \$1,000,000 per accident for bodily injury or disease.
3. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the TOW TRUCK.
 - a. Class A TOW TRUCK \$ 75,000
 - b. Class B TOW TRUCK \$100,000

- c. Class C TOW TRUCK \$200,000
 - d. Class D TOW TRUCK \$250,000
- 4. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000.
 - 5. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the OPERATOR in the storage yard.
 - 6. Uninsured Motorist: Legal minimum, combined single limit.
 - 7. In no case shall the required insurance coverage have a deductible greater than \$1,000.
- C. Deductibles and Self-Insured Retention:
Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, employees and volunteers: or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Other Insurance Provisions:
The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:
- 1. The CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers are to be covered as insured with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the OPERATOR; and with respect to liability arising out of work or operations performed by or on behalf of the OPERATOR under the Agreement including materials, parts or equipment furnished in connection with such work or operation. General liability coverage can be provided in the form of an endorsement the OPERATOR'S insurance, or as a separated owner's policy.
 - 2. For any claims related to this AGREEMENT, the OPERATOR'S insurance coverage shall be primary insurance as respects the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents,

employees, and volunteers. Any insurance or self-insurance maintained by the CITY or the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers shall be excess of the OPERATOR'S insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the OPERATOR, except after thirty (30) days' prior written notice by certified mail, returned receipt requested, has been given to the CITY.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, official, agents, employees or volunteers.

E. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage:

OPERATOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section. The endorsements should be on forms provided by the CITY or on other forms or policies that are approved by the CITY and amended to conform to the CITY'S requirements. All certificates and endorsements are to be received and approved by the CITY before service commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Section 11. Inspections.

- A. The HIGHLAND POLICE DEPARTMENT may conduct annual inspections of all TOW TRUCKS, at no charge to the OPERATOR and without notice during normal business hours.

The OPERATOR shall not dispatch a TOW TRUCK in response to a HIGHLAND POLICE DEPARTMENT or CITY Code Compliance Division call that has been found in violation of the terms and conditions of this Agreement. The HIGHLAND POLICE DEPARTMENT shall inspect a TOW TRUCK within thirty (30) calendar days of a request from an OPERATOR.

1. Any OPERATOR who fails an inspection is entitled to only one re-inspection. Failure to pass the re-inspection shall be cause for the

disqualification of the TOW TRUCK from use on the LIST. The TOW TRUCK shall be disqualified until the next enrollment period.

Section 12. Business Records.

- A. The OPERATOR shall maintain records, at his/her place of business, of tow services furnished.
 - 1. Invoices shall at a minimum include a description of vehicle(s), nature of service, start time, end time, location of call, and itemized costs of towing and storage.
 - 2. Records for each call shall indicate the TOW TRUCK driver's name and truck used.
- B. The OPERATOR shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-CITY/HIGHLAND POLICE DEPARTMENT tows.
- C. The CITY/HIGHLAND POLICE DEPARTMENT may inspect all OPERATOR's records without notice during normal business hours.
- D. OPERATOR shall permit the CITY/HIGHLAND POLICE DEPARTMENT to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
 - 1. The CITY/HIGHLAND POLICE DEPARTMENT shall provide a receipt for any original records removed from the place of business.
- E. Records shall be maintained and available for inspection for a period of two years plus the current term of this Agreement.
- F. Failure of the OPERATOR to comply with the inspection requirements shall be cause for SUSPENSION, if deemed appropriate by the CITY/HIGHLAND POLICE DEPARTMENT.

Section 13. Financial Interest.

- A. No OPERATOR shall be directly involved in the towing related business of any other OPERATOR. "Directly involved" shall mean anything in common between OPERATORS with regards to any of the following:

1. Business Licenses;
 2. Being listed on the same insurance policy;
 3. TOW TRUCK or Equipment Ownership, and;
 4. Employees and independent contractors.
- B. Storage facilities owned by an OPERATOR, and shared with another OPERATOR, shall only be approved if the OPERATOR charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.
1. Storage facilities shared by OPERATORS shall be physically separated and secured from each other. The CITY may waive this requirement in writing if deemed appropriate.
- C. The sale or transfer of the controlling interest (50% or more) in an OPERATOR shall immediately terminate an Agreement. The new owner(s) may apply to be a part of the LIST at any time during the remainder of the current Agreement term, regardless of the ENROLLMENT PERIOD.
- D. A terminated or suspended OPERATOR and the tow business he/she owned at the time of his/her SUSPENSION or TERMINATION shall not be eligible to be on the LIST for the duration of the SUSPENSION or TERMINATION.
1. This provision applies to the OPERATOR working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.
- E. Any violation of this Section is cause for SUSPENSION, if deemed appropriate by the CITY/HIGHLAND POLICE DEPARTMENT.

Section 14. Annual Meeting.

- A. The CITY/HIGHLAND POLICE DEPARTMENT may conduct an annual meeting to discuss issues concerning the tow rotation if it is determined that problems have surfaced and/or operational issues may necessitate a change in the administrative procedures. The meeting shall be mandatory for the OPERATOR or his/her designee wishing to remain on rotation. The CITY shall give the OPERATOR thirty days written NOTICE of such a meeting.

Section 15. Demeanor and Conduct.

- A. While involved in the PROGRAM, the OPERATOR and/or his/her employee(s) **shall conduct themselves in a manner which places the highest priority on providing exceptional customer service for the CITY and shall refrain from any act(s) of misconduct, to include, but not be limited to, any of the following:**
1. Rude or discourteous behavior.
 2. Lack of service, selective service, or refusal to provide service which the OPERATOR is/should be capable of performing.
 3. Any act of sexual harassment or sexual impropriety.
 4. Unsafe driving practices.
 5. Exhibiting any objective symptoms of alcohol and/or drug use.
 6. Appearing at the scene of a CITY rotation tow call with the odor of an alcoholic beverage emitting from his/her breath.
 - a. The OPERATOR / TOW TRUCK driver shall submit to a preliminary alcohol screening test upon demand of the HIGHLAND POLICE DEPARTMENT.
- B. All CITY related tow service complaints received by the CITY against the OPERATOR or his/her employee(s) will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the CITY may initiate disciplinary action as deemed appropriate. In any event, the OPERATOR will be notified of the results of any investigation.
- C. Should the filing of criminal charges be a possibility, the CITY/HIGHLAND POLICE DEPARTMENT will conduct the investigation to conclusion or assist the lead investigating agency, and, if warranted, request prosecution.
- D. Any violation of Subsection A above is cause for SUSPENSION or TERMINATION, if deemed appropriate by the CITY/HIGHLAND POLICE DEPARTMENT.

Section 16. Compliance with Law.

- A. The OPERATOR and his/her employee(s), shall at all times, comply, and perform all services in accordance with, the rules and regulations contained herein and all Federal, State, and Local laws and ordinances applicable to the

OPERATOR (Refer to Attachment A) as well as with generally accepted standards for performing similar services. CITY has relied upon OPERATOR'S representation of skill and expertise as an inducement for entering into this Agreement.. The OPERATOR shall keep itself apprised of all laws pertaining to the tow industry including, but not limited to, the requirements set forth in the California Vehicle Code and California Civil Code.

1. In the event of a minor traffic violation(s) by the TOW TRUCK driver(s) which is/are known by the CITY, the OPERATOR shall be advised of the violation(s) by the CITY. The OPERATOR will be granted the opportunity to take necessary steps to ensure that his/her driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) may be cause for disciplinary action against the OPERATOR and/or the involved employee(s).
 2. Any traffic violation(s) may, at the discretion of the CITY, be cause for immediate disciplinary action against the OPERATOR and/or the involved employee(s).
- B. The provisions contained in this Section, Compliance with Law, do not preclude the CITY from taking appropriate enforcement or administrative action for any violations of law.
- C. Any conviction of the OPERATOR involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CITY/HIGHLAND POLICE DEPARTMENT rotation tow call, or moral turpitude shall be cause for TERMINATION of the Agreement.
- D. Any conviction of an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CITY /HIGHLAND POLICE DEPARTMENT rotation tow call, or moral turpitude may be cause for termination.
- E. If an OPERATOR, or employee, is arrested/charged for a violation involving any of the above crimes, the OPERATOR may be SUSPENDED until the case is adjudicated.
- F. The OPERATOR shall strictly comply with all Federal, State and Local laws and Regulations, including, but not limited to the Immigration Reform and Control Act of 1986, codified at 8 U.S.C. §§ 1324a and 1324b (the "IRCA"), which require and

ensure the hiring and retention of employees who are United States citizens, permanent residents and/or who are otherwise authorized by law to work in the United States of America, and, as required by the IRCA, shall affirmatively verify the identity and employment authorization of every employee as a condition of employment or continued employment. The OPERATOR shall further include this requirement in any subcontract made pursuant to this Agreement.

Section 17. Compliance with Agreement.

- A. The OPERATOR agrees, as a condition of inclusion on the LIST, to comply with the terms and conditions of this Agreement. Furthermore, the OPERATOR agrees that failure by the OPERATOR or the OPERATOR's agents, employees, or independent contractors, to comply with these terms and conditions shall be cause for WRITTEN REPRIMAND, SUSPENSION or TERMINATION by the CITY. Alleged violations of the Agreement will be investigated by the CITY/HIGHLAND POLICE DEPARTMENT. The OPERATOR will be notified of the CITY/HIGHLAND POLICE DEPARTMENT'S findings within thirty (30) days of the initiation of the investigation.

Section 18. Disciplinary Action.

- A. The CITY shall take disciplinary action against OPERATOR for violations investigated and confirmed or sustained.
 - 1. The CITY shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.
- B. Records of violations shall be retained by the CITY for at least thirty-six (36) months.
- C. A violation of the equipment requirements related to safety shall be cause for immediate SUSPENSION. The period of the SUSPENSION shall be determined by the CITY/HIGHLAND POLICE DEPARTMENT. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the HIGHLAND POLICE DEPARTMENT has conducted an inspection and found that the OPERATOR is in compliance.
- D. A violation of the GVWR and safe loading requirements of a TOW TRUCK shall be cause for immediate SUSPENSION. This includes exceeding the TOW TRUCK's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the TOW TRUCK'S unladen weight on the front axle when lifting/carrying a load.

- E. A violation of overcharging shall be cause for SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has presented proof to the CITY that reimbursement has been made to the aggrieved customer(s).
- F. A violation of the Biennial Inspection of Terminals (BIT) Program requirements shall be cause for SUSPENSION. The period of the SUSPENSION shall be determined by the CITY/HIGHLAND POLICE DEPARTMENT. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has presented proof of compliance with the BIT requirements.
 - 1. Any unsatisfactory rating shall be cause for SUSPENSION.
- G. Failure of the OPERATOR to satisfy a court mandated reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in his/her custody will result in a SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of suspension is completed and the OPERATOR has presented proof of the reimbursement.
- H. Failure of the OPERATOR to comply with the inspection requirements of this Agreement will result in a SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has complied with the inspection requirement.
- I. Failure of the OPERATOR to maintain the minimum insurance requirements set forth in the Agreement is a major violation of the Agreement and will result in TERMINATION of the Agreement.
- J. Failure of the OPERATOR or employee to comply with Section 15, Demeanor and Conduct, and/or Section 16, Compliance with Law, of this Agreement, may be cause for SUSPENSION if deemed appropriate by the CITY.
 - 1. Minor traffic violations may be considered as minor violations of the Agreement.
 - 2. A TOW TRUCK driver, not under the immediate observation of the OPERATOR, while on-duty and driving a TOW TRUCK, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to SUSPENSION from participating as a TOW TRUCK driver under the provisions of this

Agreement. The length of SUSPENSION will be at the CITY'S discretion.

- K. If the OPERATOR is serving a SUSPENSION for one year or more, he/she shall be required to comply with all terms and conditions of the current Agreement at the time of the reinstatement. There will be no approval of equipment that is not in compliance with the equipment specifications contained in the Agreement at the time of the reinstatement.
- L. Major Violations. Violations of the terms and conditions of the Agreement that are subject to SUSPENSION for the first violation are categorized as major violations. Any subsequent or continuing major violations may be cause for TERMINATION.
 - 1. TERMINATION shall be invoked if, in the CITY'S judgment, continued participation in the PROGRAM by the affected OPERATOR may result in a hazard to public safety and/or welfare, or the OPERATOR has been convicted of a crime listed in Section 16 of this Agreement.
 - 2. In lieu of TERMINATION, the CITY may impose additional SUSPENSIONS for longer periods, if deemed appropriate.
- M. Minor Violations. Except as specifically stated in the Agreement, minor violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:
 - 1. 1st Violation in 12 months - letter of written reprimand.
 - 2. 2nd Violation in 12 months - 30 day SUSPENSION.
 - 3. 3rd Violation in 12 months - 60 to 90 day SUSPENSION.
 - 4. 4th Violation in 12 months - TERMINATION of the Agreement.
 - a. In lieu of a TERMINATION, the CITY may impose additional SUSPENSIONS for longer periods, if deemed appropriate.
- N. Nothing herein shall be deemed to prohibit the CITY from immediately suspending any OPERATOR whose conduct, or that of his/her employee(s), in the discretion of the CITY, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the Agreement.

Section 19. Written Reprimand/Suspension/Termination/Appeals.

- A. In the event that the CITY serves the OPERATOR with a WRITTEN REPRIMAND, the OPERATOR may request a meeting with the Community Development Director and Captain of the HIGHLAND POLICE DEPARTMENT to discuss corrective actions. If the CITY and HIGHLAND POLICE DEPARTMENT determine that the OPERATOR is unable to satisfactorily address the issue(s) outlined in the WRITTEN REPRIMAND in a timely manner, CITY shall provide a notice of SUSPENSION or TERMINATION. In the event the OPERATOR, or any of the OPERATOR'S employees, has caused a major violation of the Agreement or has violated any of the provisions of the Agreement that allow for immediate SUSPENSION or TERMINATION, the CITY may immediately serve the OPERATOR with a notice of SUSPENSION or TERMINATION.
- B. The OPERATOR may appeal any NOTICE of SUSPENSION or TERMINATION, by submitting a request in writing to the City Clerk of the CITY within seven (7) calendar days of the date of the NOTICE of SUSPENSION or TERMINATION. If an appeal is requested, it shall be held within thirty days of the CITY accepting the request. The appeal shall be conducted by the Highland City Council. The OPERATOR shall be entitled to present all relevant facts and circumstances in support of his or her position. The OPERATOR shall be further entitled to present testimony of at least one representative of a TOW TRUCK association or other qualified person. The OPERATOR shall be notified, in writing, of the decision of the City Council within ten (10) business days of the date the decision is rendered. The City Council's decision shall be final.
- C. A SUSPENSION or TERMINATION shall not take effect until the hearing and appeal process has been exhausted, with the exception of OPERATORS whose conduct is deemed to be a danger to the public, is a major violation of the Agreement, or whose conduct grossly violates the terms and conditions of the Agreement, as determined by the CITY. If an OPERATOR fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the CITY shall be final.

Section 20. Midterm Review of the Terms and Conditions of the Agreement.

- A. The purpose of this Section is to provide a process for a midterm review of the terms and conditions of the Agreement in the event that there is a legitimate and substantial change in conditions or law affecting the OPERATORS. OPERATOR shall meet with CITY within 30 days of receipt of notice from CITY that a midterm review is required. Examples of conditions may include, but not be limited to:
1. Substantial increase or decrease in business expenses.
 2. Advances in technology in the industry related to safety issues.

3. Changes in law requiring the CITY or the OPERATORS to perform specific functions or operations in order to comply.
4. Proposed changes to the terms and conditions agreed upon by the CITY and the OPERATORS at the time that the Agreement was signed (e.g. response times).

Section 21. Advertising.

- A. The OPERATOR shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the CITY or the Department of Motor Vehicles.
 1. Examples of prohibited displays include “Official CITY Tow”, “Approved by the CITY”, “CITY Rotation Tow”, etc.
 2. This will not preclude the CITY from implementing a system to mark and identify particular TOW TRUCKS as having passed the CITY’S inspection or as being assigned to specific TOW DISTRICTS within the CITY.
- B. Any violation of this Section is cause for SUSPENSION. At a minimum, the SUSPENSION should be for the duration of the advertisement.

Section 22. Reserved.

Section 23. Performance Period.

This Agreement shall begin on the date first written above and terminate on December 31, 2027. At the end of the Agreement period, CITY may establish an open enrollment period.

Section 24. Indemnification, Defense and Hold Harmless.

- A. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys’ fees and costs of defense (collectively, “Claims” hereinafter) OPERATOR shall defend, hold harmless and indemnify the CITY, the HIGHLAND POLICE DEPARTMENT, and their respective elected officials, officials, employees, contractors acting as public officials, subcontractors, agents, and volunteers (“Indemnitees”) with respect to any and all Claims, including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of OPERATOR or any of its officers, employees, subcontractors, or agents in the performance of this Agreement,

except for such loss or damage arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the Parties. Operator shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of CITY'S choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. This Section shall survive the expiration or termination of this Agreement.

Section 25. Independent Contractor.

- A. The OPERATOR is, and shall be, acting at all times in the performance of this Agreement an independent contractor, and not an officer or employee or agent of the CITY/HIGHLAND POLICE DEPARTMENT. OPERATOR shall secure at its own expense, and be responsible for any and all payments of all taxes, social security, State disability insurance compensation, unemployment compensation and other payroll deductions for OPERATOR and its officers, agents and employees and all business licenses in connection with services to be performed hereunder.

Section 26. Termination of Agreement.

- A. In the event of default in performance or failure to meet all rules and regulations or any provision of this Agreement, this Agreement may be immediately terminated by either Party by written notice to the other and the OPERATOR may be removed from the rotational list. The CITY may also terminate this Agreement immediately without cause, if it elects to temporarily or permanently abandon this PROGRAM. Upon notification by CITY all services will cease immediately except as specifically authorized in writing by the CITY. This Agreement may be terminated without cause by either Party without prejudice by giving thirty (30) days written notice to the other Party.
- B. Any TERMINATION of this Agreement by CITY shall be made in writing through the City Manager. Notice shall be delivered to OPERATOR as provided in Section 28 herein.

Section 27. Assignment of Agreement.

This Agreement shall not be delegated or assigned by OPERATOR to any other person or entity without the prior written consent of CITY.

Section 28. Notices.

All notices, requests, demands or other communications required to be given in writing under this Agreement shall be deemed to have been given, if delivered in person, or

when received if mailed by Certified Mail with Return to Receipt Requested, or otherwise actually delivered.

Notice to CITY shall be sent to both:

City of Highland
27215 Base Line
Highland, CA 92346
Attention: City Manager
(909) 864-6861

AND

City of Highland Police Department
27215 Base Line
Highland, CA 92346
Attention: Police Captain
(909) 425-9793

Notice to OPERATOR shall be sent to:

Attention: _____, Owner
(____) _____

Section 29. Entirety.

The foregoing Agreement, including Attachments A and B hereto, constitute the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the Parties. This Agreement may be amended only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to amend it.

Section 30. Severability.

The City Council hereby declares it would have approved this Agreement, and each Section, subsection, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions thereof be declared invalid or unconstitutional. If for any reason any portion of this Agreement shall be declared invalid or unconstitutional, then all other provisions hereof shall remain valid and enforceable.

Section 31. Execution.

This Agreement may be executed in several counterparts each of which shall constitute but one and the same Agreement.

Section 32. Governing Law/Venue.

The CITY and OPERATOR 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 geographic jurisdiction over the City of Highland.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

CITY OF HIGHLAND

OPERATOR

By: _____ By: _____
Penny Lilburn, Mayor Owner/ Representative Signature

Print Name: _____

ATTEST

APPROVED AS TO FORM:

By: _____ By: _____
Alondra Munoz, City Clerk Maricela Marroquin, City Attorney

ATTACHMENT A

I. GENERAL EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

A. TOW TRUCK and Car Carrier Classifications

1. TOW TRUCK and car carrier classifications are based on the truck chassis manufacturer's Gross Vehicle Weight Rating (GVWR), and the classification system used by the American Trucking Association and truck manufacturers.

- a. Class 3 - 10,000 – 14,000 pounds GVWR
- b. Class 4 - 14,001 – 16,000 pounds GVWR
- c. Class 5 - 16,001 – 19,500 pounds GVWR
- d. Class 6 - 19,501 – 26,000 pounds GVWR
- e. Class 7 - 26,001 – 33,000 pounds GVWR
- f. Class 8 - 33,001 or more GVWR

B. Equipment Limitations

1. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

C. Towing Limitations

- 1. The criteria to determine the safe towing limits for a truck are:
 - a. The total weight of the truck, including the lifted load, must fall within the Manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR, RAWR).
 - b. The truck must meet all applicable State and/or Federal Standards.

- c. For proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

D. Identification Labels

- 1. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

E. Recovery Equipment Rating

- 1. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
 - a. The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
 - b. Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE 1706.
 - c. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the Original Equipment Manufacturer (OEM) for the equipment.

F. Safety Chains

- 1. Safety chains shall be rated at no less than the rating specified by the OEM

G. Control / Safety Labels

1. All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

II. TOW TRUCK Classifications and Equipment Specifications

A. Class A TOW TRUCK

1. Equipment Specifications

- a. 10,000 – 19,500 pounds GVWR Chassis
- b. 4-ton recovery equipment rating
- c. Hydraulic or mechanical winch(es)
- d. 100 feet 3/8" X 19 cable or Original Equipment Manufacturer's (OEM) Specifications
- e. Tow chains, 5/16" alloy or OEM Specifications, J/T Hook assembly
- f. Safety chains, 5/16" alloy or OEM Specifications
- g. Tow sling rating 3,000 pounds
- h. Wheel lift safety straps
- i. Tow dolly
- j. One 3-ton snatch block
- k. Wheel lift rating
-retracted 3,000 pounds
-95" extension 3,000
pounds

2. Class A Car Carrier – One Car

- a. Equipment Specifications

- 1) 10,000 – 19,500 pounds GVWR Chassis
- 2) Hydraulic or mechanical winch
- 3) 50 feet 3/8" 6 X 9 cable or OEM Specifications
- 4) J/T Hook loading bridle / chains
- 5) Safety chains, 5/16" alloy or OEM Specifications; two pairs of safety chains for the vehicle being transported

3. Class A Car Carrier – Two Cars

a. Equipment Specifications

- 1) 16,001 – 19,500 pounds GVWR Chassis
- 2) Hydraulic or mechanical winch
- 3) 50 feet 3/8" 6 X 19 cable or OEM Specifications
- 4) J/T Hook loading bridle / chains
- 5) Safety chains 5/16" alloy or OEM Specifications, two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed

B. Class B TOW TRUCK

1. Equipment Specifications

- a. 19,501 – 33,000 pounds GVWR Chassis
- b. Air brakes or hydraulic w/air hookup package
- c. 14 ton recovery equipment rating
- d. Hydraulic or mechanical winch(es)
- e. 150 feet 7/16" 6 X 19 cable or OEM Specifications
- f. Tow chains, 1/2" alloy or OEM Specifications

- g. Safety chains, 1/2" alloy or OEM Specifications
- h. Tow sling rating 7,000 pounds
- i. Two 8-ton snatch blocks
- j. Wheel lift safety straps
- k. Wheel lift or Under lift rating retracted 10,000 pounds

2. Class B Car Carrier

- a. Equipment Specifications
 - 1) 19,501 pounds or more GVWR Chassis
 - 2) Hydraulic or mechanical winch
 - 3) 50 feet 3/8" 6 X 19 cable or OEM Specifications
 - 4) J/T Hook loading bridle / chains
 - 5) Safety chains 5/16" alloy or OEM Specifications, two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed

C. Class C TOW TRUCK

- 1. Equipment Specifications
 - a. 33,000 – 50,000 pounds GVWR Chassis, 200" wheelbase
 - b. 200" wheelbase with truck hitch
 - c. 240" wheelbase with under-lift
 - d. Air brakes w/air hookup package
 - e. 25 ton recovery equipment rating
 - f. Hydraulic or mechanical winch(es)
 - g. 200 feet 5/8" 6 X 19 cable or OEM Specifications

- h. Tow chains, 5/8" alloy or OEM Specifications
- i. Safety chains, 5/8" alloy or OEM Specifications
- j. Tow sling rating 12,000 pounds
- k. Two 12-ton snatch blocks
- l. Under lift rating
 - retracted 25,000 pounds
 - 100" extension** 12,000 pounds

D. Class D TOW TRUCK

1. Equipment Specifications

- a. 50,000 pounds GVWR Chassis, 300" wheelbase
- b. 240" wheelbase with truck hitch
- c. A minimum of 270" wheelbase with under-lift
- d. Air brakes w/air hookup package
- e. 30 ton recovery equipment rating
- f. Hydraulic or mechanical winch(es)
- g. 250 feet ³/₄" 6 X 19 cable or OEM Specifications
- h. Tow chains, 5/8" alloy or OEM Specifications
- i. Safety chains, 5/8" alloy or OEM Specifications
- j. Tow sling rating 20,000 pounds
- k. Two 12-ton snatch blocks
- 1. Under lift rating
 - retracted 32,000 pounds

- 100" extension** 16,000 pounds
- 2) Wheel Lift – wheel safety straps, steering wheel

* Measured from the center line of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar.

** Measured from the center line of the rear axle to the center of the lift forks.

III. Auxiliary Equipment

A. Class A

1. For each type or classification of towing equipment (sling, wheel lift, or carrier), certain types of equipment are required:

a. Required Equipment

- 1) Towing Sling – a J/T Hook tow chain assembly, a 4" X 4" X 48" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains
- 3) Car Carrier – J/T Hook loading bridle, a 4" X 4" X 48" and a 4" X 4" X 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains
- 4) Extension – Brake and tail lamps
- 5) Fire Extinguisher
- 6) Broom
- 7) Shovel
- 8) Reflective Triangles
- 9) Flares

- 10) Trash can(s) with absorbent
 - 11) One 3-ton rated snatch block
 - 12) Shop to truck radio (C/B excluded)
- b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:
- 1) Adequate emergency supply of fuel in an approved container
 - 2) Booster battery or hot box starting system
 - 3) Hydraulic jack capable of handling passenger cars and light trucks
 - 4) Metric and Standard lug wrenches
 - 5) Rubber mallet / hub cap tool
 - 6) Lockout tools
 - 7) Motorcycle straps
 - 8) First Aid Kit
 - 9) Tool kit – should include:
 - A) Assorted open end wrenches; Standard, 1/4”
7/8” and Metric, 6 – 19 mm
 - B) Assorted screwdrivers; Straight blade and Phillips
 - C) Crescent wrench
 - D) Ball peen hammer
 - E) Pliers
 - F) Battery and terminal cleaning tools
 - G) Point file
 - H) Allen wrench for Deco distributors

- I) Mechanic's wire
- J) Plastic electrical tape / duct tape
- K) Tire valve core tool
- L) Miscellaneous fuses
- M) Small pry bar
- N) Shop rags
- O) Flashlight
- P) Socket Sets; 1/4" – 1" and 6 – 19 mm
- Q) Ratchet and extensions
- 10) Sledgehammer
- 11) Bolt cutters
- 12) Crowbar

A. Class B

1. For each type or classification of towing equipment (sling, wheel lift or carrier), certain types of equipment are required:

a. Required Equipment

- 1) Towing Sling – a J/T Hook tow chain assembly, a 4" X 4" X 48" and a 4" X 4" X 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains
- 2) Wheel Lift – wheel safety straps, steering wheel clamp, towing dolly, and safety chains
- 3) Truck Hitch – tow chain assembly, 4" X 4" X 60" and 6" X 6" X 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains
- 4) Under Lift – an assortment of lift forks / adapters, safety tie down chains and safety chains
- 5) Extension – Brake and tail lamps

- 6) Fire Extinguisher(s)
 - 7) Broom
 - 8) Shovel
 - 9) Reflective Triangles
 - 10) Flares
 - 11) Trash can(s) with absorbent
 - 12) Two 8-ton rated snatch blocks
 - 13) Axle covers / caps
 - 14) Air hoses and necessary fittings to provide air to the towed vehicle
 - 15) Shop to truck radio (C/B excluded)
- b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:

- 1) Refer to Class A, Service and Other Equipment (III A, 1.b. above)

C. Classes C and D

- 1. For each type or classification of towing equipment, certain types of equipment are required:

- a. Required Equipment

- 1) Towing Sling – a tow chain assembly, a 4" X 4" X 60" and a 6" X 6" X 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains
- 2) Truck Hitch – tow chain assembly, 4" X 4" X 60" and 6" X 6" X 60" wooden crossbeams (necessary), aluminum tow angle(s), and safety chains
- 3) Under Reach – assortment of lift forks / adapters, safety tie down chain(s) and safety chains

- 4) Extension Brake and tail lamps
 - 5) Fire Extinguisher(s)
 - 6) Broom
 - 7) Shovel
 - 8) Reflective Triangles
 - 9) Flares
 - 10) Trash can(s) with absorbent
 - 11) Steering wheel clamp
 - 12) Two 12-ton rated snatch blocks
 - 13) Axle covers / caps
 - 14) Air hoses and necessary fitting to provide air to the towed vehicle
 - 15) Shop to truck radio (C/B excluded)
- b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:
- 1) Refer to Class A, Service and Other Equipment (III A, 1.b. above) for general service equipment requirements.

ATTACHMENT B
OPERATOR'S Submitted Proposal

EXHIBIT 2

Operators' Proposals (CHP Form 234A)

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

CHP AREA	
CHP AREA OF APPLICATION SAN BERNARDINO	CHP AREA NUMBER 860

BUSINESS	
BUSINESS NAME A&G TOWING	CHP AREA NAME DIS 2/5 ALL
BUSINESS ADDRESS 591 E. 9TH STREET SAN BERNARDINO, CA 92410	DAY PHONE NUMBER (INCLUDE AREA CODE) 909-384-0250
BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE SAME	NIGHT PHONE NUMBER (INCLUDE AREA CODE) 909-384-0250
NUMBER OF YEARS IN TOWING BUSINESS 29	AUTOMOBILE CLUB AFFILIATE(S) N/A

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?
☐ YES ☒ NO

VEHICLE STORAGE	
PRIMARY STORAGE YARD ADDRESS 591 E. 9TH STREET SAN BERNARDINO, CA 92410	☒ OWNED ☐ LEASED ☐ RENTED
SECONDARY STORAGE YARD ADDRESS N/A	☐ OWNED ☐ LEASED ☐ RENTED
ADDITIONAL STORAGE YARD ADDRESS N/A	☐ OWNED ☐ LEASED ☐ RENTED
OUTSIDE STORAGE CAPACITY 300	INSIDE STORAGE CAPACITY 20

FINANCIAL INTEREST	
LIST ALL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST) RODNEY SKIDMORE	
DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE TOW COMPANY(S):
DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE OTHER CHP AREA(S):
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE OTHER CHP AREA(S):
DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☐ YES ☒ NO	IF YES, LIST THE OTHER TOW COMPANY(S):

RATES				
	Class A	Class B	Class C	Class D
HOURLY RATE	\$364/383.24	\$400.40/416	\$494/572	\$572/603.20
INSIDE STORAGE	\$93.60	\$98.80	\$124.80	N/A
OUTSIDE STORAGE	\$80.08	\$88.40	\$109.20	\$109.20
LABOR (NONSKILLED)	\$88.40			
SPECIAL EQUIPMENT (LIST)				
FORKLIFT	\$332.80			
SKID STEER LOADER	\$332.80			
DUMP TRAILER + FEES	\$192.40			
SALVAGE & RECOVERY CLASS B	\$800.80/832			
SALVAGE & RECOVERY CLASS C/D	\$1140/1206.40			
RENTAL/SKILLED LABOR MARKUP (%)	COST +10%			

TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

☒ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 5
☒ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS: 1
☐ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS: 1
☒ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS: 2

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE 	PRINT NAME AND TITLE RODNEY SKIDMORE OWNER	DATE 8/25/2025
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TO BE COMPLETED BY CHP**AREA APPROVAL**☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE	I.D. NUMBER	DATE
----------------------------	-------------	------

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____.

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE	DATE
--------------------------------	------

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

CHP AREA	
CHP AREA OF APPLICATION HIGHLAND	CHP AREA NUMBER
BUSINESS	
BUSINESS NAME ARMADA TRANSPORT INC DBA ARMADA TOWING	CHP AREA NAME CITY OF HIGHLAND
BUSINESS ADDRESS 2285 SIXTH ST SAN BERNARDINO CA 92410	DAY PHONE NUMBER (INCLUDE AREA CODE) 909-884-6511
BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE 8623 CAROB ST FONTANA CA 92335	NIGHT PHONE NUMBER (INCLUDE AREA CODE) 909-884-6511
NUMBER OF YEARS IN TOWING BUSINESS 26	AUTOMOBILE CLUB AFFILIATE(S) AAA
HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE? ☐ YES ☒ NO	

VEHICLE STORAGE	
PRIMARY STORAGE YARD ADDRESS 2285 SIXTH ST SAN BERNARDINO CA 92410	☒ OWNED ☐ LEASED ☐ RENTED
SECONDARY STORAGE YARD ADDRESS	☐ OWNED ☐ LEASED ☐ RENTED
ADDITIONAL STORAGE YARD ADDRESS	☐ OWNED ☐ LEASED ☐ RENTED
OUTSIDE STORAGE CAPACITY 200	INSIDE STORAGE CAPACITY 10

FINANCIAL INTEREST	
LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST) MICHAEL ARMADA 50 %, ELIZABETH ARMADA 50%	
DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE TOW COMPANY(S):
DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE OTHER CHP AREA(S):
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☒ YES ☐ NO	IF YES, LIST THE OTHER CHP AREA(S): RANCHO, ARROWHEAD
DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☐ YES ☒ NO	IF YES, LIST THE OTHER TOW COMPANY(S):

RATES				
	Class A	Class B	Class C	Class D
HOURLY RATE	\$364.00	\$400.00	\$494.00	\$572.00
INSIDE STORAGE	\$85.00	\$89.00	\$94.00	\$94.00
OUTSIDE STORAGE	\$79.00	\$82.00	\$90.00	\$90.00
LABOR (NONSKILLED)	\$52.00			
SPECIAL EQUIPMENT (LIST)				
ROTATOR (HOURLY)	\$572.00			
LANDOLL (HOURLY)	\$494.00			
PALLET JACK (HOURLY)	\$ 78.00			
FORK LIFT (HOURLY)	\$ 140.00			
AFTER HOURS GATE FEE	\$182.00			
SALVAGE & RECOVERY (HOURLY)	\$1050.00			
RENTAL/SKILLED LABOR MARKUP (%)				

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TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

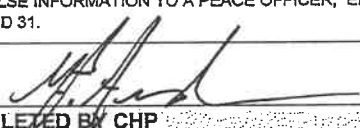
☒ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 12
☒ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS: 1
☒ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS: 4
☒ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS: 1

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE



PRINT NAME AND TITLE

MICHAEL ARMADA

DATE

08/28/25

TO BE COMPLETED BY CHP

AREA APPROVAL
☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____.

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)
☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

CHP AREA

CHP AREA OF APPLICATION HIGHLAND	CHP AREA NUMBER
--	-----------------

BUSINESS

BUSINESS NAME BILL & WAGS INC.	CHP AREA NAME HIGHLAND
BUSINESS ADDRESS 945 W BROCKTON AVE REDLANDS, CA 92374	DAY PHONE NUMBER (INCLUDE AREA CODE) 909-923-6100
BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE	NIGHT PHONE NUMBER (INCLUDE AREA CODE) 909-923-6100
NUMBER OF YEARS IN TOWING BUSINESS 60	AUTOMOBILE CLUB AFFILIATE(S) TESLA,ARI,FLEETNET

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?

☐ YES ☒ NO

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS 945 W BROCKTON AVE REDLANDS, CA 92374	☐ OWNED ☒ LEASED ☐ RENTED
SECONDARY STORAGE YARD ADDRESS	☐ OWNED ☐ LEASED ☐ RENTED
ADDITIONAL STORAGE YARD ADDRESS	☐ OWNED ☐ LEASED ☐ RENTED
OUTSIDE STORAGE CAPACITY	INSIDE STORAGE CAPACITY 4

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)

FLEET SALES & CONSULTING, INC., CASEY WILLIAMS KIRK

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE TOW COMPANY(S):
DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE OTHER CHP AREA(S):
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☐ YES ☐ NO	IF YES, LIST THE OTHER CHP AREA(S):
DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☐ YES ☒ NO	IF YES, LIST THE OTHER TOW COMPANY(S):

RATES

	Class A	Class B	Class C	Class D
HOURLY RATE	\$405.50	\$424	\$605	\$630
INSIDE STORAGE	\$87	\$93	\$98	\$98
OUTSIDE STORAGE	\$82	\$88	\$93	\$93
LABOR (NONSKILLED)	137.50			
SPECIAL EQUIPMENT (LIST)				
LANDOLL/LOWBED	\$467			
CONGEAR	\$190			
FORKLIFT	\$190			
SERVICE TRUCK	\$334			
ROTATOR	\$990			
RENTAL/SKILLED LABOR MARKUP (%)	15%			

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TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

☒ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 5
☐ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS:
☐ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS:
☒ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS: 5

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE 	PRINT NAME AND TITLE CASEY WILLIAMS KIRK, PRESIDENT	DATE 8/29/25
--	--	-----------------

TO BE COMPLETED BY CHP**AREA APPROVAL**
☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE	I.D. NUMBER	DATE
----------------------------	-------------	------

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)
☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE	DATE
--------------------------------	------

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

CHP AREA

CHP AREA OF APPLICATION CITY OF HIGHLAND TSA - BUSINESS HOURS RATES	CHP AREA NUMBER
---	-----------------

BUSINESS

BUSINESS NAME PEPE'S TOWING SERVICE	CHP AREA NAME
BUSINESS ADDRESS 1303 E. VICTORIA AVENUE, SAN BERARDINO, CA 92408	DAY PHONE NUMBER (INCLUDE AREA CODE) (951) 682-5682
BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE P.O BOX 7450, MORENO VALLEY, CA 92552	NIGHT PHONE NUMBER (INCLUDE AREA CODE) (951) 682-5682
NUMBER OF YEARS IN TOWING BUSINESS 46	AUTOMOBILE CLUB AFFILIATE(S)

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?

☐ YES ☒ NO

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS 1303 E. VICTORIA AVENUE, SAN BERNARDINO	☒ OWNED ☐ LEASED ☐ RENTED
SECONDARY STORAGE YARD ADDRESS	☐ OWNED ☐ LEASED ☐ RENTED
ADDITIONAL STORAGE YARD ADDRESS	☐ OWNED ☐ LEASED ☐ RENTED
OUTSIDE STORAGE CAPACITY 250	INSIDE STORAGE CAPACITY 10+

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)

MANUEL ACOSTA & JOSE ACOSTA

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE TOW COMPANY(S):
DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE OTHER CHP AREA(S):
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☒ YES ☐ NO	IF YES, LIST THE OTHER CHP AREA(S): RIVERSIDE, RANCHO CUCAMONGA, SAN BERNARDINO
DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☐ YES ☒ NO	IF YES, LIST THE OTHER TOW COMPANY(S):

RATES

	Class A	Class B	Class C	Class D
HOURLY RATE	\$385.00	\$412.00	\$520.00	\$600.00
INSIDE STORAGE	\$79.00	\$82.00	\$88.00	\$88.00
OUTSIDE STORAGE	\$77.00	\$79.00	\$88.00	\$88.00
LABOR (NONSKILLED)	\$77.00			
SPECIAL EQUIPMENT (LIST)				
4X4 OFF ROAD RECOVERY	\$495.00			
ROTATOR	\$600.00			
SALVAGE & RECOVERY	\$1,200.00			
PALLET JACK	\$107.00			
REEFER TRAILER	\$577.00			
CRKCLIFT	\$170.00			
BOBCAT/BACKHOE	\$170.00			
RENTAL/SKILLED LABOR MARKUP (%)	20.00 %			

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

CHP AREA

CHP AREA OF APPLICATION

CITY OF HIGHLAND TSA - AFTER HOURS RATES

CHP AREA NUMBER

BUSINESS

BUSINESS NAME

PEPE'S TOWING SERVICE

CHP AREA NAME

BUSINESS ADDRESS

1303 E. VICTORIA AVENUE, SAN BERNARDINO, CA 92408

DAY PHONE NUMBER (INCLUDE AREA CODE)

(951) 682-5682

BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE

P.O BOX 7450, MORENO VALLEY, CA 92552

NIGHT PHONE NUMBER (INCLUDE AREA CODE)

(951) 682-5682

NUMBER OF YEARS IN TOWING BUSINESS

46

AUTOMOBILE CLUB AFFILIATE(S)

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?

☐ YES ☒ NO

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS

1303 E. VICTORIA AVENUE, SAN BERNARDINO, CA 92408

☒ OWNED ☐ LEASED ☐ RENTED

SECONDARY STORAGE YARD ADDRESS

☐ OWNED ☐ LEASED ☐ RENTED

ADDITIONAL STORAGE YARD ADDRESS

☐ OWNED ☐ LEASED ☐ RENTED

OUTSIDE STORAGE CAPACITY

250+

INSIDE STORAGE CAPACITY

10+

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)

MANUEL ACOSTA & JOSE ACOSTA

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA?

☐ YES ☒ NO

IF YES, LIST THE TOW COMPANY(S):

DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA?

☐ YES ☒ NO

IF YES, LIST THE OTHER CHP AREA(S):

ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA?

☒ YES ☐ NO

IF YES, LIST THE OTHER CHP AREA(S):

RIVERSIDE, RANCHO CUCAMONGA, SAN BERNARDINO

DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY?

☐ YES ☒ NO

IF YES, LIST THE OTHER TOW COMPANY(S):

RATES

	Class A	Class B	Class C	Class D
HOURLY RATE	\$422.00	\$453.00	\$572.00	\$660.00
INSIDE STORAGE	\$79.00	\$82.00	\$88.00	\$88.00
OUTSIDE STORAGE	\$77.00	\$79.00	\$88.00	\$88.00
LABOR (NONSKILLED)	\$77.00			
SPECIAL EQUIPMENT (LIST)				
4X4 OFF ROAD RECOVERY	\$495.00			
ROTATOR	\$660.00			
SALVAGE & RECOVERY	\$1,320.00			
PALLET JACK	\$107.00			
REEFER TRAILER	\$577.00			
CRKCLIFT	\$170.00			
BOBCAT/BACKHOE	\$170.00			
RENTAL/SKILLED LABOR MARKUP (%)	20.00 %			

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TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

☒ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 59
☐ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS: 1
☒ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS: 1
☒ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS: 11

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE



PRINT NAME AND TITLE

Christopher Navarro - Operations Manager

DATE

8/26/2025

TO BE COMPLETED BY CHP**AREA APPROVAL**
☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____.

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)
☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

CHP AREA	
CHP AREA OF APPLICATION SAN BERNARDINO	CHP AREA NUMBER 860
BUSINESS	
BUSINESS NAME STATEWIDE ROAD SOLUTIONS LLC	CHP AREA NAME SAN BERNARDINO
BUSINESS ADDRESS 673 S. WATERMAN AVE., SAN BERNARDINO, CA 92408	DAY PHONE NUMBER (INCLUDE AREA CODE) 951-682-9336
BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE 190 N. MAIN STREET, RIVERSIDE, CA 92501	NIGHT PHONE NUMBER (INCLUDE AREA CODE) 951-682-9336
NUMBER OF YEARS IN TOWING BUSINESS 38	AUTOMOBILE CLUB AFFILIATE(S) CMMC/GOOD SAM

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?
☐ YES ☒ NO

VEHICLE STORAGE	
PRIMARY STORAGE YARD ADDRESS 673 S. WATERMAN AVE., SAN BERNARDINO, CA 92408	☐ OWNED ☒ LEASED ☐ RENTED
SECONDARY STORAGE YARD ADDRESS 190 N. MAIN STREET, RIVERSIDE, CA 92501	☐ OWNED ☒ LEASED ☐ RENTED
ADDITIONAL STORAGE YARD ADDRESS	☐ OWNED ☐ LEASED ☐ RENTED
OUTSIDE STORAGE CAPACITY 150	INSIDE STORAGE CAPACITY 2

FINANCIAL INTEREST	
LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST) FIRSTLINE ROAD SOLUTIONS LLC	
DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE TOW COMPANY(S):
DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE OTHER CHP AREA(S):
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☒ YES ☐ NO	IF YES, LIST THE OTHER CHP AREA(S): BANNING, RIVERSIDE AND RUNNING SPRINGS
DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☒ YES ☐ NO	IF YES, LIST THE OTHER TOW COMPANY(S): CLARK'S TOWING IN BANNING

RATES								
	DAY	Class A NIGHT	DAY	Class B NIGHT	DAY	Class C NIGHT	DAY	Class D NIGHT
HOURLY RATE	376.00	393.00	447.00	486.00	572.00	631.00	677.00	697.00
INSIDE STORAGE		76.00		N/A		N/A		N/A
OUTSIDE STORAGE		69.00		92.00		110.00		110.00
LABOR (NONSKILLED)		45.00						
SPECIAL EQUIPMENT (LIST)								
PLEASE SEE ATTACHED								
RENTAL/SKILLED LABOR MARKUP (%)		10%						

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TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

☐ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 3
☐ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS: 0
☐ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS: 0
☐ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS: 7

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE

PRINT NAME AND TITLE

DATE

James Kirk General Manager 2-18-25

TO BE COMPLETED BY CHP

AREA APPROVAL

☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

Highland Police Department

CHP AREA

CHP AREA OF APPLICATION SAN BERNARDINO	CHP AREA NUMBER 860
--	-------------------------------

BUSINESS

BUSINESS NAME TOWKINGS INC DBA EDWINS TOWING	CHP AREA NAME SAN BERNARDINO
BUSINESS ADDRESS 25003 5TH STREET, SAN BERNARDINO, CA 92410	DAY PHONE NUMBER (INCLUDE AREA CODE) 909-983-5100
BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE PO BOX 1115, RANCHO CUCAMONGA, CA 91729	NIGHT PHONE NUMBER (INCLUDE AREA CODE) 909-350-3211
NUMBER OF YEARS IN TOWING BUSINESS 15	AUTOMOBILE CLUB AFFILIATE(S)

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?
☐ YES ☒ NO

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS 25003 5TH STREET, SAN BERNARDINO, CA 92410	☐ OWNED ☒ LEASED ☐ RENTED
SECONDARY STORAGE YARD ADDRESS 14949 VALLEY BLVD, FONTANA, CA 92335	☐ OWNED ☒ LEASED ☐ RENTED
ADDITIONAL STORAGE YARD ADDRESS	☐ OWNED ☐ LEASED ☐ RENTED
OUTSIDE STORAGE CAPACITY 150	INSIDE STORAGE CAPACITY 20

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)

ANGELICA M GONZALEZ	
DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☒ YES ☐ NO	IF YES, LIST THE TOW COMPANY(S): EDWINS TOWING & TRUCK SERVICE INC
DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE OTHER CHP AREA(S):
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☒ YES ☐ NO	IF YES, LIST THE OTHER CHP AREA(S): BALDWIN PARK / RANCHO CUCAMONGA/ ARROWHEAD
DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☐ YES ☒ NO	IF YES, LIST THE OTHER TOW COMPANY(S):

RATES

	Class A	Class B	Class C	Class D
HOURLY RATE	416.00	436.00	540.00	572.00
INSIDE STORAGE	83.00	83.00	88.00	88.00
OUTSIDE STORAGE	83.00	83.00	88.00	88.00
LABOR (NONSKILLED)	45.00			
SPECIAL EQUIPMENT (LIST)				
ROTATOR	572.00			
LANDOLL	509.00			
SKID LOADER	192.00			
FORK LIFT	130.00			
SALVAGE AND RECOVERY C/D	1144.00			
RENTAL/SKILLED LABOR MARKUP (%)	10%			

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TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

☒ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 4
☒ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS: 1
☒ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS: 1
☒ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS: 2

COMMENTS

OUTSIDE BUSINESS HOURS:

SALVAGE AND RECOVERY: \$1248.00

CLASS A : \$447.00

CLASS B : \$473.00

CLASS C : \$592.00

CLASS D : \$624.00

ROTATOR: \$624.00

LANDOLL : \$529.00

SKID LOADER : \$199.00

FORKLIFT : \$135.00

APPLICANT'S CERTIFICATION

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SIGNATURE

PRINT NAME AND TITLE

ANGELICA M GONZALEZ

DATE

6/5/2025

TO BE COMPLETED BY CHP**AREA APPROVAL**☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

TYPE OR PRINT CLEARLY

CHP AREA	
CHP AREA OF APPLICATION CITY OF HIGHLAND	CHP AREA NUMBER
BUSINESS	
BUSINESS NAME WILSON TOWING LLC	CHP AREA NAME SAN BERNARDINO
BUSINESS ADDRESS 2310 E. 3RD STREET, SAN BERNARDINO, CA 92410	DAY PHONE NUMBER (INCLUDE AREA CODE) (909) 888-5455
BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE	NIGHT PHONE NUMBER (INCLUDE AREA CODE) (909) 888-5455
NUMBER OF YEARS IN TOWING BUSINESS 74+	AUTOMOBILE CLUB AFFILIATE(S)
HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE? ☐ YES ☒ NO	

VEHICLE STORAGE	
PRIMARY STORAGE YARD ADDRESS 2310 E 3RD STREET, SAN BERNARDINO, CA 92410	☐ OWNED ☒ LEASED ☐ RENTED
SECONDARY STORAGE YARD ADDRESS 2424 E 3RD STREET, SAN BERNARDINO, CA 92410	☐ OWNED ☒ LEASED ☐ RENTED
ADDITIONAL STORAGE YARD ADDRESS	☐ OWNED ☐ LEASED ☐ RENTED
OUTSIDE STORAGE CAPACITY 250+	INSIDE STORAGE CAPACITY 12

FINANCIAL INTEREST	
LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST) LILLIANA VACH	
DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE TOW COMPANY(S):
DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE OTHER CHP AREA(S):
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☐ YES ☒ NO	IF YES, LIST THE OTHER CHP AREA(S):
DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☐ YES ☒ NO	IF YES, LIST THE OTHER TOW COMPANY(S):

RATES				
	Class A	Class B	Class C	Class D
HOURLY RATE	\$375.00	\$425.00	\$500.00	\$600.00
INSIDE STORAGE	\$93.00			
OUTSIDE STORAGE	\$80.00	\$85.00	\$90.00	\$90.00
LABOR (NONSKILLED)	\$100.00			
SPECIAL EQUIPMENT (LIST)				
LANDOLL	\$480.00			
FORKLIFT	\$200.00			
SALVAGE RECOVERY	\$1,100.00			
RENTAL/SKILLED LABOR MARKUP (%)	25.00 %			

TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

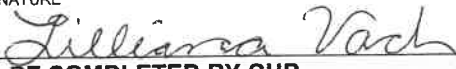
☒ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 9
☒ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS: 1
☒ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS: 1
☒ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS: 2

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE



PRINT NAME AND TITLE

Lilliana Vach

DATE

8/29/25

TO BE COMPLETED BY CHP**AREA APPROVAL**☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

EXHIBIT 3

Summary Comparison

2026-2027 REQUEST FOR PROPOSAL TOW ROTATION CONTRACT

	A & G	ARMADA	BILL & WAGS	EDWIN'S	PEPE'S	STATEWIDE	WILSON'S
Submitted On Time	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Within 1.5 Miles	Yes	Yes	No	Yes	No	Yes	Yes
Insurance Meets Regulations	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Business License	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Class A							
Hourly Rate	\$364/ 383.24	\$364	\$405.50	\$416	Day-\$385 Night-\$422	Day - \$376 Night - \$393	\$375
Inside Storage	\$93.60	\$85	\$87	\$83	Day-\$79 Night-\$79	\$76	\$93
Outside Storage	\$80.08	\$79	\$85	\$83	Day-\$77 Night-\$77	\$69	\$80
Labor	\$88.40	\$52	\$137.50	\$45	\$77	\$45	\$100
# Of Trucks	5	12	5	4	59	5	9
Class B							
Hourly Rate	\$400.4/ 416	\$400	\$424	\$436	Day-\$412 Night-453	Day - \$447 Night - \$486	\$425
Inside Storage	\$98.80	\$89	\$93	\$83	Day-\$82 Night-82	N/A	N/A
Outside Storage	\$88.40	\$82	\$88	\$83	Day-\$79 Night-79	\$110	\$85
# Of Trucks	1	1	0	1	Day 1/Night 0	0	1
Class C							
Hourly Rate	\$494/ 572	\$495	\$605	\$540	Day-\$520 Night-572	Day - \$572 Night - \$631	\$500
Inside Storage	\$124.8	\$94	\$98	\$88	Day-\$88 Night-88	N/A	N/A
Outside Storage	\$109.2	\$90	\$93	\$88	Day-\$88 Night-88	\$110	\$90
# Of Trucks	1	4	0	1	1	0	1
Class D							
Hourly Rate	\$572/ 603.2	\$572	\$630	\$572	Day-\$600 Night-660	Day - \$677 Night - \$697	\$600
Inside Storage	N/A	\$94	\$98	\$88	Day-\$88 Night-\$88	N/A	N/A
Outside Storage	\$109.2	\$90	\$93	\$88	Day-\$88 Night-88	\$110	\$90
# Of Trucks	2	1	5	2	11	8	2

Participation Years	17	17	0	4	17	4	31
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EXHIBIT 4

Final Tow Company Agreement Form

**AGREEMENT BETWEEN THE CITY OF HIGHLAND AND
FOR TOWING SERVICES
IN THE CITY OF HIGHLAND**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of Highland (hereinafter referred to as "CITY") and _____, a Towing Company (hereinafter referred to as the "OPERATOR"). The CITY and OPERATOR shall be referred to collectively as "the Parties."

W I T N E S S E T H

WHEREAS, CITY seeks to engage the services of the OPERATOR to participate in CITY Tow Rotation Program ("PROGRAM") for towing services throughout the CITY for the removal of vehicles from the public Right-of-Way (i.e. "Off-Site Vehicle Removal") and the removal of inoperable vehicles from private property (i.e. "Vehicle Abatement Services") at no cost or charge to the CITY, or its contract services with the San Bernardino County Sheriff's Department.

WHEREAS, CITY agrees to utilize, on a rotational basis, for the PROGRAM, only those OPERATOR(S) located in the CITY or located within a mile and a half of the CITY, who have signed an Agreement with the CITY.

WHEREAS, the OPERATOR who is a signatory to this Agreement, has completed and submitted the necessary Towing Applications and other documents required by CITY and has been approved by the CITY to participate in the PROGRAM.

WHEREAS, OPERATOR represents that it has the necessary expertise, equipment, storage facilities, personnel and insurance to meet all requirements of CITY to provide towing services within the CITY.

WHEREAS, CITY has relied upon OPERATOR representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Section 1. Definitions.

The following defined terms shall be used in this Agreement:

APPEAL: The final level of review for written reprimands, suspensions, terminations, or

review of a CITY'S decision regarding disciplinary action.

AREA: City of Highland Corporate Boundary.

CHP: The Department of the California Highway Patrol.

ENROLLMENT PERIOD: The period of time when a tow company may submit an application for inclusion on the CITY'S Rotation Tow List.

LOAD SALVAGE OPERATIONS: Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, C, and D TOW TRUCKS.

NOTICE: All notices relating to this Agreement shall be in writing and delivered to the other Party in person, via FAX, or by US Mail.

OPERATOR: A tow service which has signed the Tow Service Agreement, and is approved to receive CITY referred calls. The term, "operator" refers to the company, its owner(s), and its manager(s) who have authority to enter into an Agreement with the CITY for towing services and to conduct business in accordance with the terms of this Agreement.

PORTAL TO PORTAL: Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the TOW TRUCK back into service when unusual circumstances require additional time that are not part of normal operating procedures. (Examples: 1) 4 X 4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment; 2) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; 3) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.)

POSSESSION: Pursuant to Section 3068.1 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit.

PUBLIC SAFETY RESPONSE: A response which results in a storage of a vehicle at the direction of an officer. This does not include storage at the request of the vehicle operator, registered owner, or agent.

RECOVERY OPERATION: An operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which

requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C or D TOW TRUCK(s).

RESPONSE TIME: The period of time from an operator's notification by the CITY Communications Center of a call to the arrival of the TOW TRUCK at the location requested.

RETAIL RATE: The usual customary retail rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.

SUSPENSION: Removal of an operator from the CITY'S Rotation Tow List for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION: Permanent removal of a tow operator from the CITY'S Rotation Tow List for the remainder of the term of the Agreement and disqualification from any further participation in the PROGRAM.

TOW TRUCK: A tow truck as defined in Section 615(a) of the California Vehicle Code. Also includes slide back carriers and wheel life vehicles.

TOW DISTRICT: The geographical area in which an operator may receive CITY referred calls.

WRITTEN REPRIMAND: A written notice to an operator which specifies any violation(s) of the Tow Service Agreement, orders corrective action, and warns of further action(s) to be taken if corrective action is not taken.

Section 2. General Responsibilities of OPERATOR.

- A. OPERATOR shall provide towing services at the request and direction of the San Bernardino County Sheriff's Department (hereinafter referred to as the "HIGHLAND POLICE DEPARTMENT") and CITY'S Code Compliance Division for all tows necessary from public Right-of-Way and from private property. Calls for towing services from public Right-of-Way shall be initiated by the HIGHLAND POLICE DEPARTMENT and calls for towing services from private property shall be initiated by the CITY'S Code Compliance Division under the CITY'S Vehicle Abatement Program.
- B. The OPERATOR shall be responsible for reasonable cleanup of debris left at the scene of a collision or at the direction of the HIGHLAND POLICE DEPARTMENT.

- C. There shall be no charge or fee to the CITY, including the CITY'S Code Compliance Division, or the HIGHLAND POLICE DEPARTMENT for any towing services by the OPERATOR **to include vehicles towed at the request of the CITY/HIGHLAND POLICE DEPARTMENT in which the vehicle is used in the commission of a crime or other matters in which the vehicle must be impounded for investigation and/or further analysis.** All charges or fees shall be applied only to the legal owner or registered owner of the vehicle or to the property owner as appropriate. All reference to charges or fees in this Agreement and in exhibits thereto shall refer to charges against the vehicle owner and not to the CITY, including the CITY'S Code Compliance Division, or the HIGHLAND POLICE DEPARTMENT.
- D. If the OPERATOR called is unable to respond within 20 minutes ("MAXIMUM RESPONSE TIME"), the OPERATOR must advise the originator of the call (either the HIGHLAND POLICE DEPARTMENT or CITY'S Code Compliance Division, as appropriate) at the time of the call regarding the anticipated RESPONSE TIME. If the anticipated RESPONSE TIME is unacceptable, other towing arrangements will be made by HIGHLAND POLICE DEPARTMENT or CITY'S Code Compliance Division.
- E. The OPERATOR will furnish satisfactory evidence of liability insurance, provide adequate protection of disabled vehicles, and any property contained in such vehicles, while being towed and during storage. Policy expiration dates and any notice of cancellation will be furnished to the CITY immediately upon receipt by the OPERATOR.
- F. The OPERATOR shall maintain records of tow services furnished including a description of vehicles, nature of service and time and location of calls. Such records may be inspected at any time by the HIGHLAND POLICE DEPARTMENT and CITY. The OPERATOR shall mark the windshield of each vehicle towed as part of the PROGRAM to read: "City of Highland" and either "impounded" or "stored."
- G. The OPERATOR and its TOW TRUCK drivers shall be properly licensed, in accordance with California Vehicle Code ("CVC") Sections 12804.7 and 12804.9(b) and the CITY's business license requirements.
- H. Towing vehicles shall be maintained in compliance with the provisions of CVC Sections 24605, 25253, 25300, 27700, and 27907.
- J. The OPERATOR shall comply with CVC Section 10652 in reporting the storage of vehicles over 30 days. The HIGHLAND POLICE DEPARTMENT will be furnished a copy of the Report, which the OPERATOR is required to furnish to the Department of Justice by Registered Mail.

- K. The OPERATOR shall also be available as necessary to tow any CITY vehicle **at no charge.** Such vehicles will include CITY Vehicles, Highland Fire Department / CDF California Department of Forestry ("CalFire") Trucks and associated vehicles, and HIGHLAND POLICE DEPARTMENT patrol cars and associated vehicles. **Further, the OPERATOR shall assist the CITY and HIGHLAND POLICE DEPARTMENT in changing flat tires, jump start dead batteries and/or other incidental vehicle problems that may occur from time-to-time during the Agreement period.**
- L. The OPERATOR shall provide to the CITY applicable Forms CHP 234A, CHP 234B and CHP 234F that shall be kept current during the time period of this Agreement (**see Attachment B**).

Section 3. Responsibilities of CITY.

- A. The CITY shall establish and maintain a Rotational Tow List ("LIST") for each class of TOW TRUCK, which shall be used by the HIGHLAND POLICE DEPARTMENT and CITY'S Code Compliance Division.

Section 4. Rotation Lists.

- A. The CITY shall maintain a LIST for each class of TOW TRUCK to ensure an equitable distribution of calls.
- B. Nothing shall prohibit a Class B, Class C, or Class D OPERATOR from maintaining a place on a lighter class LIST.
1. Regardless of the class of TOW TRUCK utilized or responding to the call, charges shall not be more than the class of vehicle towed or serviced, except when recovery operations require a larger class of truck.
- C. A call to an OPERATOR shall constitute one turn on the LIST and the OPERATOR shall be moved to the bottom of the LIST. This includes when the OPERATOR fails to answer the phone, is unable to respond, or is canceled because the OPERATOR cannot respond in less time than the MAXIMUM RESPONSE TIME. If it is determined that the OPERATOR is not needed and is canceled by the CITY/HIGHLAND POLICE DEPARTMENT, up to and including the time the OPERATOR arrives at the scene, there shall be no charges and the OPERATOR will be placed back at the top of the LIST.
1. If the OPERATOR is canceled by the vehicle's owner or agent prior to the OPERATOR taking POSSESSION of the vehicle, there shall be no charges for towing. The OPERATOR shall immediately contact the CITY/HIGHLAND POLICE DEPARTMENT and advise them of the

cancellation. The OPERATOR will then be placed back at the top of the LIST.

2. If service, other than towing and recovery, has begun and is canceled by the vehicle's owner or agent, the OPERATOR may charge a minimum of one-half of the regular hourly service charge, for the time expended on the call. For purposes of cancellation, service begins when physical work on the vehicle has begun, not the response. No lien shall arise for the service unless the OPERATOR has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.
 - a. The OPERATOR shall not attempt to take POSSESSION of the vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien by law. Refer to Civil Code Section 3068.1 for when a lien begins.
- D. If two or more OPERATORS are called to the same incident, distribution of the vehicles shall be at the discretion of the HIGHLAND POLICE DEPARTMENT.
- E. HIGHLAND POLICE DEPARTMENT may direct an OPERATOR to move vehicles to help clear a roadway or for lifesaving operations. OPERATORS shall provide the assistance as directed. There shall be no charge for this assistance, and the assistance provided should not change the OPERATOR'S place on the LIST.
- F. An OPERATOR must have a business office and/or storage facility located within the CITY, or within a one and half mile radius of the CITY'S boundaries. A secondary business and storage facility, whether within the CITY limits or not, does not qualify the OPERATOR for an additional position on the LIST.

Section 5. TOW TRUCK Classifications.

- A. An OPERATOR shall equip and maintain TOW TRUCKS covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations and the specifications contained in this Agreement, and consistent with industry standards and practices.
 1. Notwithstanding CVC Section 615, all TOW TRUCKS shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of the Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary TOW TRUCK for the LIST.

2. An OPERATOR who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.
- B. A violation of the Gross Vehicle Weight Rating ("GVWR") and safe loading requirements of a TOW TRUCK shall be cause for immediate suspension. This includes exceeding the TOW TRUCK'S GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the TOW TRUCK'S unladen weight on the front axle when lifting / carrying a load.
 - C. There will be four classes of TOW TRUCKs covered under this Agreement.
 1. Class A - Light Duty
 - a. An OPERATOR shall maintain a minimum of one TOW TRUCK with a manufacturer's GVWR of at least 10,000. Class A equipment specifications can be found in Attachment A of this Agreement.
 - 1) The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.
 - 2) A "trailer for hire" shall not be approved for listing as a Class A TOW TRUCK.
 - 3) Tow companies whose equipment had previously been approved, but who do not have wheel lift capabilities, may apply for and receive a Class A Tow Rotation Listing. However, equipment purchased on or after July 1, 2000, shall not be approved unless the equipment brings the OPERATOR into compliance with the minimum requirements.
 2. Class B - Medium Duty
 - a. An OPERATOR shall maintain at least one TOW TRUCK with a manufacturer's GVWR of at least 19,501 pounds. The TOW TRUCK shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
 - 1) The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.
 3. Class C - Heavy Duty

- a. An OPERATOR shall maintain at least one three-axle TOW TRUCK with a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 33,000 pounds. The TOW TRUCK shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
 - b. The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.
 - 4. Class D - Super Heavy Duty
 - a. An OPERATOR shall maintain at least one three-axle TOW TRUCK with a manufacturer's GVWR of at least 50,000 pounds. The TOW TRUCK shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
 - b. The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.
 - 5. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Attachment B of this Agreement.
- D. The OPERATOR shall only use those TOW TRUCKS approved by the CITY to be part of the PROGRAM.

Section 6. Tow Drivers.

- A. The OPERATOR shall ensure that TOW TRUCK drivers responding to calls initiated by the HIGHLAND POLICE DEPARTMENT OR CITY'S Code Compliance Division are qualified and competent employees of the OPERATOR. The OPERATOR shall ensure that the TOW TRUCK drivers are trained and proficient in the use of the TOW TRUCK and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the PROGRAM. TOW TRUCK drivers shall be at least 18 years old and possess the following minimum Class Driver's License:
 - 1. Class A TOW TRUCK - A valid Class C License, or a valid Class A License with valid Medical Certificate.

2. Class B TOW TRUCK - A valid Class C License for non-regulated vehicles, or a valid Class A License with valid Medical Certificate for regulated vehicles pursuant to CVC Section 34500.
 3. Class C TOW TRUCK - A valid Class A License with valid Medical Certificate.
 4. Class D TOW TRUCK - A valid Class A License with valid Medical Certificate.
- B. The Class A Licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes (Refer to Attachment A).
- C. The OPERATOR shall maintain a current list of drivers.
1. The OPERATOR shall provide a current list of his/her drivers to the CITY. The OPERATOR shall notify the CITY upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the CITY within seven (7) calendar days of any change in driver status.
 2. OPERATORS, shall at a minimum, maintain the following information for each employee (Form CHP 234F may be used to provide the information):
 - a. Full Name.
 - b. Date of Birth.
 - c. California Driver License Number.
 - d. Copy of valid Medical Certificate, if applicable.
 - e. Job Title / Description.
 - f. Current Home Address.
 - g. Current Home Telephone Number.
 - h. Type(s) of truck(s) driver has been trained and instructed to operate.
- D. All TOW TRUCK drivers and the OPERATOR shall be enrolled in the California Department of Motor Vehicles Employer Pull Notice Program ("Pull Notice Program").

1. Upon the addition of new drivers, an OPERATOR will be granted a maximum of 30 days to enroll in the Pull Notice Program.
2. Pull Notices shall be kept on file, signed, and dated by the OPERATOR.
3. The CITY may require an OPERATOR to provide copies of Pull Notice Reports to the CITY from time to time.

Section 7. Rates.

- A. Fees charged for response calls originating from the CITY's Code Compliance Division or HIGHLAND POLICE DEPARTMENT, shall not exceed the rates set forth in Attachment B.
- B. The rate for towing shall be from PORTAL to PORTAL and may be at a one hour minimum. Charges in excess of one hour may be charged in up to fifteen (15) minute increments. There shall be no additional charges for mileage, labor, etc. and/or for an OPERATOR'S time to release a vehicle when the storage facility is not at the same location and the request for the vehicle's release is made within typical business hours and days. In addition, if the HIGHLAND POLICE DEPARTMENT requests a tow from a storage facility to the Special Investigation Division (SID) of the San Bernardino County Sheriff's Department, there shall be no additional charges to the CITY or owner of the vehicle. Secondary towing requested by the vehicle owner or his/her agent may be negotiated by the OPERATOR in accordance with the OPERATOR'S private business practices.
 1. The OPERATOR may charge up to a one-hour minimum per call on PUBLIC SAFETY RESPONSE calls.
 2. The OPERATOR shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- C. Rates for service calls (out of gas, lockouts, etc.) shall be from PORTAL TO PORTAL, and may be at the hourly rate with a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in up to fifteen (15) minute increments.
- D. Fees for Special Operations.
 1. For special operations involving Class B, C, and D TOW TRUCKS such as vehicle recovery operations and LOAD SALVAGE OPERATIONS, the fees shall not exceed the rates set forth in Attachment B. Charges in

excess of thirty-minutes may be charged in up to fifteen (15) minute increments.

2. OPERATOR shall submit a mark-up rate (percentage of the cost to the OPERATOR) for retail equipment and specialized labor not otherwise listed on Attachment B.
 3. If OPERATOR performs a service for which a required rate was not submitted to, and approved by, the CITY, the OPERATOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the OPERATOR may only charge for the actual rate paid for the labor.
- E. The total fees charged for after-hours release shall be no more than one-half (1/2) the hourly rate, and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours.
- F. Storage Fees.
1. Storage fees, for inside and outside storage, shall not exceed the rates set forth in Attachment B.
 2. The OPERATOR shall display in plain view at all cashier's stations, a sign as described in Section 3070 of the Civil Code, disclosing all storage fees and charges in force, including the maximum storage rate.
 3. Vehicles stored 24 hours or less shall be charged no more than one day storage. Each day thereafter shall be calculated by calendar day.
- G. This Section of the Agreement shall not apply if the OPERATOR responds to a CITY/HIGHLAND POLICE DEPARTMENT call in a location where towing rates for all tow companies are established by a City or County Ordinance.
- H. The schedule of rates charged by the OPERATOR shall be made available upon demand to person(s) for whom the tow services were provided or his/her agent, or any CITY representative.
- I. The Rate Schedule included in Attachment B represents the maximums an OPERATOR may charge on a CITY/HIGHLAND POLICE DEPARTMENT call. An OPERATOR is not precluded from charging less when deemed appropriate by the OPERATOR. These requirements shall not be construed as requiring a charge when an OPERATOR would not normally charge for such service.

1. No OPERATOR or employee shall refer to any rate as the minimum required or set by the CITY.

Section 8. Response to Calls.

- A. The OPERATOR shall respond to CITY/HIGHLAND POLICE DEPARTMENT calls 24 hours a day, seven days a week, within the MAXIMUM RESPONSE TIME. The OPERATOR shall advise CITY/HIGHLAND POLICE DEPARTMENT, at the time of the notification, if they are either unable to respond or unable to meet the MAXIMUM RESPONSE TIME. If, after accepting the call, the OPERATOR is unable to respond or will be delayed in responding, the OPERATOR shall immediately notify the CITY/HIGHLAND POLICE DEPARTMENT. The OPERATOR shall not assign initial calls to other OPERATORS.
 1. Failure(s) to respond and/or failure(s) to meet the MAXIMUM RESPONSE TIME requirements shall constitute failure to comply with the terms and conditions of this Agreement.
 - a. The CITY may take immediate disciplinary action for any violation of the requirement to respond within the MAXIMUM RESPONSE TIME.
 - b. When an OPERATOR will be temporarily unavailable to provide services due to a preplanned / scheduled activity, e.g. vacation, maintenance, medical leave, etc., the OPERATOR shall notify the CITY at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- B. The OPERATOR, or his/her employee(s) responding to a CITY/HIGHLAND POLICE DEPARTMENT call, shall perform the towing or service required for which he/she was called. This requirement may be waived by the CITY/HIGHLAND POLICE DEPARTMENT, if the requested equipment is inadequate for the service to be performed.
 1. Any refusal to respond or to perform the required towing or service will subject the OPERATOR to SUSPENSION, if deemed appropriate by the CITY.
- C. An OPERATOR shall not respond to a CITY/HIGHLAND POLICE DEPARTMENT call assigned to another OPERATOR, unless requested to do so by the CITY/HIGHLAND POLICE DEPARTMENT.
 1. There may be times when the OPERATOR assigned the initial CITY/HIGHLAND POLICE DEPARTMENT call may require the

assistance of an additional OPERATOR at the scene. The OPERATOR assigned the initial call may, subject to prior agreement with the CITY/HIGHLAND POLICE DEPARTMENT, and with the concurrence of the CITY/HIGHLAND POLICE DEPARTMENT, request a specific OPERATOR to assist him/her. The request shall be routed to the additional OPERATOR through the CITY/HIGHLAND POLICE DEPARTMENT.

2. There may be times when an OPERATOR, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a HIGHLAND POLICE DEPARTMENT officer requests his/her assistance in clearing the roadway. In such a case, the OPERATOR may be requested to move the vehicle to a safe location, as directed by the HIGHLAND POLICE DEPARTMENT officer and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the OPERATOR'S place in the rotation on the LIST.
- D. Only the TOW TRUCK personnel and equipment requested shall respond to a CITY/HIGHLAND POLICE DEPARTMENT call. Additional TOW TRUCK personnel and equipment shall be at the approval of the CITY/HIGHLAND POLICE DEPARTMENT. This shall not preclude the OPERATOR from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

Section 9. Storage Facility.

- A. The OPERATOR shall provide adequate security of vehicles and property at the place of storage. At a minimum, a fenced or enclosed area shall be provided. The OPERATOR is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.
- B. If an OPERATOR has a storage facility within the CITY, the storage facility shall be in compliance with all Zoning and Development Regulations in effect during the term of this Agreement. In addition to Zoning and Development Regulations for such a use, OPERATOR shall comply with the following:
 1. Vehicle storage area shall be improved with an impervious material such as Portland Concrete Cement (PCC) or Asphaltic Concrete (AC) or other surface as approved by the CITY'S Planning Division. Bare soil is not permitted.
 2. All non-conforming signs shall be removed.

3. The storage lot shall be fenced and screened from view. The screening material can be either landscaping (i.e. vines, bushes) or fencing material (i.e. slats), or combination thereof.
 4. Security lighting shall be provided in the storage lot area.
- C. If the Community Development Director determines that the Storage Facility does not comply with the CITY'S Zoning and Development Regulations and the conditions set forth in this Section 9, the CITY's Community Development Director, at his or her discretion, can seek to TERMINATE or SUSPEND the Agreement.
- D. The OPERATOR shall notify the CITY/HIGHLAND POLICE DEPARTMENT in writing prior to the removal of property from a stored vehicle and will provide a receipt to the registered owner or his or her representative with a copy placed in the stored vehicle. The requirement to notify the CITY/HIGHLAND POLICE DEPARTMENT prior to the removal of property may be waived by the CITY/HIGHLAND POLICE DEPARTMENT in writing if determined that proper safeguards and procedures are utilized by the OPERATOR.
1. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.
 2. The OPERATOR shall release personal property from the vehicle at the request of the vehicle owner or his/her agent. If such a release is made, the OPERATOR shall notify the CITY/HIGHLAND POLICE DEPARTMENT in writing prior to releasing the personal property.
 - a. Personal property is considered to be items which are not affixed to the vehicle.
 - 1) Personal property includes: papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools, etc.
 - 2) Personal property from a stored vehicle shall be released upon request of the vehicle owner or agent, unless prohibited by CITY/HIGHLAND POLICE DEPARTMENT.
 3. Cargo shall be released upon demand of the carrier, unless prohibited by CITY/HIGHLAND POLICE DEPARTMENT, or pursuant to a court order.
- E. The primary storage facility shall normally be at the same location as the business address and shall not be located greater than one and one-half (1.5) miles from CITY limits. If the OPERATOR utilizes a second storage facility, there

shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and personal property shall be released at the primary storage facility upon request of the owner or a person having a legal entitlement to the vehicle, except as set forth above. There shall be no additional charge for transporting

an impounded and/or stored vehicle from the OPERATOR'S secondary storage facility to the primary storage facility if requested to do so by the CITY/HIGHLAND POLICE DEPARTMENT or the owner of the vehicle or his/her authorized representative. Prior to the utilization of new storage facilities not listed on the Application for Rotation Tow Listing, the OPERATOR shall obtain the CITY'S approval and furnish the address.

1. Secondary storage facilities shall be located reasonably close (as determined by the CITY'S Community Development Director and the HIGHLAND POLICE DEPARTMENT) to the main business office and approved by the CITY. Any changes to the location of the secondary storage facility without written approval by the CITY shall be prohibited and subject to Disciplinary Action as set forth in Section 18.
- F. OPERATOR shall maintain sufficient storage spaces.
- G. An OPERATOR'S place of business and storage facility, if separate from the place of business, shall have a sign that clearly identifies it to the public as a towing service. The sign shall also identify where a customer can file a complaint with the CITY regarding the PROGRAM. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.
- H. For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, and shall be manned during said business hours, except for the following holidays:
1. New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
 2. Business hours shall be posted in plain view to the public at both the place of business and/or storage facility.
- I. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles / property.
- J. The release of vehicles shall be conducted in accordance with local HIGHLAND POLICE DEPARTMENT procedures.

Section 10. Insurance.

The OPERATOR shall maintain the following minimum levels of insurance from an insurance carrier admitted in California:

A. Minimum Scope of Insurance:

1. Insurance Services Office Commercial General Liability coverage (Occurrence for CG 0001).
2. Insurance Services Office Form Number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance.

B. Minimum Limits of Insurance:

1. Commercial Business Automobile Liability: \$2,000,000 per accident for bodily injury and property damage with a combined single limit for Class A TOW TRUCKS. The combined single limits for Class B, C, and D TOW TRUCKS shall be not less than \$2,000,000. These minimum standards are to include non-owned and hired auto coverage.
2. Employers Liability: \$1,000,000 per accident for bodily injury or disease.
3. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the TOW TRUCK.
 - a. Class A TOW TRUCK \$ 75,000
 - b. Class B TOW TRUCK \$100,000
 - c. Class C TOW TRUCK \$200,000
 - d. Class D TOW TRUCK \$250,000
4. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000.
5. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the OPERATOR in the storage yard.

6. Uninsured Motorist: Legal minimum, combined single limit.
7. In no case shall the required insurance coverage have a deductible greater than \$1,000.

C. Deductibles and Self-Insured Retention:

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions:

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers are to be covered as insured with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the OPERATOR; and with respect to liability arising out of work or operations performed by or on behalf of the OPERATOR under the Agreement including materials, parts or equipment furnished in connection with such work or operation. General liability coverage can be provided in the form of an endorsement the OPERATOR'S insurance, or as a separated owner's policy.
2. For any claims related to this AGREEMENT, the OPERATOR'S insurance coverage shall be primary insurance as respects the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY or the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers shall be excess of the OPERATOR'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the OPERATOR, except after thirty (30) days' prior written notice by certified mail, returned receipt requested, has been given to the CITY.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY and the HIGHLAND POLICE

DEPARTMENT, and their officers, official, agents, employees or volunteers.

E. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage:

OPERATOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section. The endorsements should be on forms provided by the CITY or on other forms or policies that are approved by the CITY and amended to conform to the CITY'S requirements. All certificates and endorsements are to be received and approved by the CITY before service commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Section 11. Inspections.

- A. The HIGHLAND POLICE DEPARTMENT may conduct annual inspections of all TOW TRUCKS, at no charge to the OPERATOR and without notice during normal business hours.

The OPERATOR shall not dispatch a TOW TRUCK in response to a HIGHLAND POLICE DEPARTMENT or CITY Code Compliance Division call that has been found in violation of the terms and conditions of this Agreement. The HIGHLAND POLICE DEPARTMENT shall inspect a TOW TRUCK within thirty (30) calendar days of a request from an OPERATOR.

1. Any OPERATOR who fails an inspection is entitled to only one re-inspection. Failure to pass the re-inspection shall be cause for the disqualification of the TOW TRUCK from use on the LIST. The TOW TRUCK shall be disqualified until the next enrollment period.

Section 12. Business Records.

- A. The OPERATOR shall maintain records, at his/her place of business, of tow services furnished.

1. Invoices shall at a minimum include a description of vehicle(s), nature of service, start time, end time, location of call, and itemized costs of towing and storage.

2. Records for each call shall indicate the TOW TRUCK driver's name and truck used.
- B. The OPERATOR shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-CITY/HIGHLAND POLICE DEPARTMENT tows.
 - C. The CITY/HIGHLAND POLICE DEPARTMENT may inspect all OPERATOR's records without notice during normal business hours.
 - D. OPERATOR shall permit the CITY/HIGHLAND POLICE DEPARTMENT to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
 1. The CITY/HIGHLAND POLICE DEPARTMENT shall provide a receipt for any original records removed from the place of business.
 - E. Records shall be maintained and available for inspection for a period of two years plus the current term of this Agreement.
 - F. Failure of the OPERATOR to comply with the inspection requirements shall be cause for SUSPENSION, if deemed appropriate by the CITY/HIGHLAND POLICE DEPARTMENT.

Section 13. Financial Interest.

- A. No OPERATOR shall be directly involved in the towing related business of any other OPERATOR. "Directly involved" shall mean anything in common between OPERATORS with regards to any of the following:
 1. Business Licenses;
 2. Being listed on the same insurance policy;
 3. TOW TRUCK or Equipment Ownership, and;
 4. Employees and independent contractors.
- B. Storage facilities owned by an OPERATOR, and shared with another OPERATOR, shall only be approved if the OPERATOR charges for the space

exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

1. Storage facilities shared by OPERATORS shall be physically separated and secured from each other. The CITY may waive this requirement in writing if deemed appropriate.
- C. The sale or transfer of the controlling interest (50% or more) in an OPERATOR shall immediately terminate an Agreement. The new owner(s) may apply to be a part of the LIST at any time during the remainder of the current Agreement term, regardless of the ENROLLMENT PERIOD.
- D. A terminated or suspended OPERATOR and the tow business he/she owned at the time of his/her SUSPENSION or TERMINATION shall not be eligible to be on the LIST for the duration of the SUSPENSION or TERMINATION.
1. This provision applies to the OPERATOR working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.
- E. Any violation of this Section is cause for SUSPENSION, if deemed appropriate by the CITY/HIGHLAND POLICE DEPARTMENT.

Section 14. Annual Meeting.

- A. The CITY/HIGHLAND POLICE DEPARTMENT may conduct an annual meeting to discuss issues concerning the tow rotation if it is determined that problems have surfaced and/or operational issues may necessitate a change in the administrative procedures. The meeting shall be mandatory for the OPERATOR or his/her designee wishing to remain on rotation. The CITY shall give the OPERATOR thirty days written NOTICE of such a meeting.

Section 15. Demeanor and Conduct.

- A. While involved in the PROGRAM, the OPERATOR and/or his/her employee(s) **shall conduct themselves in a manner which places the highest priority on providing exceptional customer service for the CITY and shall refrain from any act(s) of misconduct, to include, but not be limited to, any of the following:**
1. Rude or discourteous behavior.
 2. Lack of service, selective service, or refusal to provide service which the OPERATOR is/should be capable of performing.

3. Any act of sexual harassment or sexual impropriety.
 4. Unsafe driving practices.
 5. Exhibiting any objective symptoms of alcohol and/or drug use.
 6. Appearing at the scene of a CITY rotation tow call with the odor of an alcoholic beverage emitting from his/her breath.
 - a. The OPERATOR / TOW TRUCK driver shall submit to a preliminary alcohol screening test upon demand of the HIGHLAND POLICE DEPARTMENT.
- B. All CITY related tow service complaints received by the CITY against the OPERATOR or his/her employee(s) will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the CITY may initiate disciplinary action as deemed appropriate. In any event, the OPERATOR will be notified of the results of any investigation.
- C. Should the filing of criminal charges be a possibility, the CITY/HIGHLAND POLICE DEPARTMENT will conduct the investigation to conclusion or assist the lead investigating agency, and, if warranted, request prosecution.
- D. Any violation of Subsection A above is cause for SUSPENSION or TERMINATION, if deemed appropriate by the CITY/HIGHLAND POLICE DEPARTMENT.

Section 16. Compliance with Law.

- A. The OPERATOR and his/her employee(s), shall at all times, comply, and perform all services in accordance with, the rules and regulations contained herein and all Federal, State, and Local laws and ordinances applicable to the OPERATOR (Refer to Attachment A) as well as with generally accepted standards for performing similar services. CITY has relied upon OPERATOR'S representation of skill and expertise as an inducement for entering into this Agreement.. The OPERATOR shall keep itself apprised of all laws pertaining to the tow industry including, but not limited to, the requirements set forth in the California Vehicle Code and California Civil Code.
1. In the event of a minor traffic violation(s) by the TOW TRUCK driver(s) which is/are known by the CITY, the OPERATOR shall be advised of the violation(s) by the CITY. The OPERATOR will be granted the opportunity to take necessary steps to ensure that his/her driver(s) drive(s) in

compliance with law. Any subsequent traffic violation(s) may be cause for disciplinary action against the OPERATOR and/or the involved employee(s).

2. Any traffic violation(s) may, at the discretion of the CITY, be cause for immediate disciplinary action against the OPERATOR and/or the involved employee(s).
- B. The provisions contained in this Section, Compliance with Law, do not preclude the CITY from taking appropriate enforcement or administrative action for any violations of law.
 - C. Any conviction of the OPERATOR involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CITY/HIGHLAND POLICE DEPARTMENT rotation tow call, or moral turpitude shall be cause for TERMINATION of the Agreement.
 - D. Any conviction of an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CITY /HIGHLAND POLICE DEPARTMENT rotation tow call, or moral turpitude may be cause for termination.
 - E. If an OPERATOR, or employee, is arrested/charged for a violation involving any of the above crimes, the OPERATOR may be SUSPENDED until the case is adjudicated.
 - F. The OPERATOR shall strictly comply with all Federal, State and Local laws and Regulations, including, but not limited to the Immigration Reform and Control Act of 1986, codified at 8 U.S.C. §§ 1324a and 1324b (the "IRCA"), which require and ensure the hiring and retention of employees who are United States citizens, permanent residents and/or who are otherwise authorized by law to work in the United States of America, and, as required by the IRCA, shall affirmatively verify the identity and employment authorization of every employee as a condition of employment or continued employment. The OPERATOR shall further include this requirement in any subcontract made pursuant to this Agreement.

Section 17. Compliance with Agreement.

- A. The OPERATOR agrees, as a condition of inclusion on the LIST, to comply with the terms and conditions of this Agreement. Furthermore, the OPERATOR

agrees that failure by the OPERATOR or the OPERATOR's agents, employees, or independent contractors, to comply with these terms and conditions shall be cause for WRITTEN REPRIMAND, SUSPENSION or TERMINATION by the CITY. Alleged violations of the Agreement will be investigated by the CITY/HIGHLAND POLICE DEPARTMENT. The OPERATOR will be notified of the CITY/HIGHLAND POLICE DEPARTMENT'S findings within thirty (30) days of the initiation of the investigation.

Section 18. Disciplinary Action.

- A. The CITY shall take disciplinary action against OPERATOR for violations investigated and confirmed or sustained.
 - 1. The CITY shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.
- B. Records of violations shall be retained by the CITY for at least thirty-six (36) months.
- C. A violation of the equipment requirements related to safety shall be cause for immediate SUSPENSION. The period of the SUSPENSION shall be determined by the CITY/HIGHLAND POLICE DEPARTMENT. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the HIGHLAND POLICE DEPARTMENT has conducted an inspection and found that the OPERATOR is in compliance.
- D. A violation of the GVWR and safe loading requirements of a TOW TRUCK shall be cause for immediate SUSPENSION. This includes exceeding the TOW TRUCK's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the TOW TRUCK'S unladen weight on the front axle when lifting/carrying a load.
- E. A violation of overcharging shall be cause for SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has presented proof to the CITY that reimbursement has been made to the aggrieved customer(s).
- F. A violation of the Biennial Inspection of Terminals (BIT) Program requirements shall be cause for SUSPENSION. The period of the SUSPENSION shall be determined by the CITY/HIGHLAND POLICE DEPARTMENT. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has presented proof of compliance with the BIT requirements.

1. Any unsatisfactory rating shall be cause for SUSPENSION.
- G. Failure of the OPERATOR to satisfy a court mandated reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in his/her custody will result in a SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of suspension is completed and the OPERATOR has presented proof of the reimbursement.
 - H. Failure of the OPERATOR to comply with the inspection requirements of this Agreement will result in a SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has complied with the inspection requirement.
 - I. Failure of the OPERATOR to maintain the minimum insurance requirements set forth in the Agreement is a major violation of the Agreement and will result in TERMINATION of the Agreement.
 - J. Failure of the OPERATOR or employee to comply with Section 15, Demeanor and Conduct, and/or Section 16, Compliance with Law, of this Agreement, may be cause for SUSPENSION if deemed appropriate by the CITY.
 1. Minor traffic violations may be considered as minor violations of the Agreement.
 2. A TOW TRUCK driver, not under the immediate observation of the OPERATOR, while on-duty and driving a TOW TRUCK, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to SUSPENSION from participating as a TOW TRUCK driver under the provisions of this Agreement. The length of SUSPENSION will be at the CITY'S discretion.
 - K. If the OPERATOR is serving a SUSPENSION for one year or more, he/she shall be required to comply with all terms and conditions of the current Agreement at the time of the reinstatement. There will be no approval of equipment that is not in compliance with the equipment specifications contained in the Agreement at the time of the reinstatement.
 - L. Major Violations. Violations of the terms and conditions of the Agreement that are subject to SUSPENSION for the first violation are categorized as major violations. Any subsequent or continuing major violations may be cause for TERMINATION.

1. TERMINATION shall be invoked if, in the CITY'S judgment, continued participation in the PROGRAM by the affected OPERATOR may result in a hazard to public safety and/or welfare, or the OPERATOR has been convicted of a crime listed in Section 16 of this Agreement.
 2. In lieu of TERMINATION, the CITY may impose additional SUSPENSIONS for longer periods, if deemed appropriate.
- M. Minor Violations. Except as specifically stated in the Agreement, minor violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:
1. 1st Violation in 12 months - letter of written reprimand.
 2. 2nd Violation in 12 months - 30 day SUSPENSION.
 3. 3rd Violation in 12 months - 60 to 90 day SUSPENSION.
 4. 4th Violation in 12 months - TERMINATION of the Agreement.
- a. In lieu of a TERMINATION, the CITY may impose additional SUSPENSIONS for longer periods, if deemed appropriate.
- N. Nothing herein shall be deemed to prohibit the CITY from immediately suspending any OPERATOR whose conduct, or that of his/her employee(s), in the discretion of the CITY, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the Agreement.

Section 19. Written Reprimand/Suspension/Termination/Appeals.

- A. In the event that the CITY serves the OPERATOR with a WRITTEN REPRIMAND, the OPERATOR may request a meeting with the Community Development Director and Captain of the HIGHLAND POLICE DEPARTMENT to discuss corrective actions. If the CITY and HIGHLAND POLICE DEPARTMENT determine that the OPERATOR is unable to satisfactorily address the issue(s) outlined in the WRITTEN REPRIMAND in a timely manner, CITY shall provide a notice of SUSPENSION or TERMINATION. In the event the OPERATOR, or any of the OPERATOR'S employees, has caused a major violation of the Agreement or has violated any of the provisions of the Agreement that allow for immediate SUSPENSION or TERMINATION, the CITY may immediately serve the OPERATOR with a notice of SUSPENSION or TERMINATION.

- B. The OPERATOR may appeal any NOTICE of SUSPENSION or TERMINATION, by submitting a request in writing to the City Clerk of the CITY within seven (7) calendar days of the date of the NOTICE of SUSPENSION or TERMINATION. If an appeal is requested, it shall be held within thirty days of the CITY accepting the request. The appeal shall be conducted by the Highland City Council. The OPERATOR shall be entitled to present all relevant facts and circumstances in support of his or her position. The OPERATOR shall be further entitled to present testimony of at least one representative of a TOW TRUCK association or other qualified person. The OPERATOR shall be notified, in writing, of the decision of the City Council within ten (10) business days of the date the decision is rendered. The City Council's decision shall be final.
- C. A SUSPENSION or TERMINATION shall not take effect until the hearing and appeal process has been exhausted, with the exception of OPERATORS whose conduct is deemed to be a danger to the public, is a major violation of the Agreement, or whose conduct grossly violates the terms and conditions of the Agreement, as determined by the CITY. If an OPERATOR fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the CITY shall be final.

Section 20. Midterm Review of the Terms and Conditions of the Agreement.

- A. The purpose of this Section is to provide a process for a midterm review of the terms and conditions of the Agreement in the event that there is a legitimate and substantial change in conditions or law affecting the OPERATORS. OPERATOR shall meet with CITY within 30 days of receipt of notice from CITY that a midterm review is required. Examples of conditions may include, but not be limited to:
 - 1. Substantial increase or decrease in business expenses.
 - 2. Advances in technology in the industry related to safety issues.
 - 3. Changes in law requiring the CITY or the OPERATORS to perform specific functions or operations in order to comply.
 - 4. Proposed changes to the terms and conditions agreed upon by the CITY and the OPERATORS at the time that the Agreement was signed (e.g. response times).

Section 21. Advertising.

- A. The OPERATOR shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the CITY or the Department of Motor Vehicles.

1. Examples of prohibited displays include "Official CITY Tow", "Approved by the CITY", "CITY Rotation Tow", etc.
 2. This will not preclude the CITY from implementing a system to mark and identify particular TOW TRUCKS as having passed the CITY'S inspection or as being assigned to specific TOW DISTRICTS within the CITY.
- B. Any violation of this Section is cause for SUSPENSION. At a minimum, the SUSPENSION should be for the duration of the advertisement.

Section 22. Reserved.

Section 23. Performance Period.

This Agreement shall begin on the date first written above and terminate on December 31, 2027. At the end of the Agreement period, CITY may establish an open enrollment period.

Section 24. Indemnification, Defense and Hold Harmless.

A. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Claims" hereinafter) OPERATOR shall defend, hold harmless and indemnify the CITY, the HIGHLAND POLICE DEPARTMENT, and their respective elected officials, officials, employees, contractors acting as public officials, subcontractors, agents, and volunteers ("Indemnitees") with respect to any and all Claims, including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of OPERATOR or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the Parties. Operator shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of CITY'S choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. This Section shall survive the expiration or termination of this Agreement.

Section 25. Independent Contractor.

- A. The OPERATOR is, and shall be, acting at all times in the performance of this Agreement an independent contractor, and not an officer or employee or agent of the CITY/HIGHLAND POLICE DEPARTMENT. OPERATOR shall secure at its

own expense, and be responsible for any and all payments of all taxes, social security, State disability insurance compensation, unemployment compensation and other payroll deductions for OPERATOR and its officers, agents and employees and all business licenses in connection with services to be performed hereunder.

Section 26. Termination of Agreement.

- A. In the event of default in performance or failure to meet all rules and regulations or any provision of this Agreement, this Agreement may be immediately terminated by either Party by written notice to the other and the OPERATOR may be removed from the rotational list. The CITY may also terminate this Agreement immediately without cause, if it elects to temporarily or permanently abandon this PROGRAM. Upon notification by CITY all services will cease immediately except as specifically authorized in writing by the CITY. This Agreement may be terminated without cause by either Party without prejudice by giving thirty (30) days written notice to the other Party.
- B. Any TERMINATION of this Agreement by CITY shall be made in writing through the City Manager. Notice shall be delivered to OPERATOR as provided in Section 28 herein.

Section 27. Assignment of Agreement.

This Agreement shall not be delegated or assigned by OPERATOR to any other person or entity without the prior written consent of CITY.

Section 28. Notices.

All notices, requests, demands or other communications required to be given in writing under this Agreement shall be deemed to have been given, if delivered in person, or when received if mailed by Certified Mail with Return to Receipt Requested, or otherwise actually delivered.

Notice to CITY shall be sent to both:

City of Highland
27215 Base Line
Highland, CA 92346
Attention: City Manager
(909) 864-6861

AND

City of Highland Police Department
27215 Base Line
Highland, CA 92346
Attention: Police Captain
(909) 425-9793

Notice to OPERATOR shall be sent to:

Attention: _____, Owner
(____) _____

Section 29. Entirety.

The foregoing Agreement, including Attachments A and B hereto, constitute the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the Parties. This Agreement may be amended only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to amend it.

Section 30. Severability.

The City Council hereby declares it would have approved this Agreement, and each Section, subsection, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions thereof be declared invalid or unconstitutional. If for any reason any portion of this Agreement shall be declared invalid or unconstitutional, then all other provisions hereof shall remain valid and enforceable.

Section 31. Execution.

This Agreement may be executed in several counterparts each of which shall constitute but one and the same Agreement.

Section 32. Governing Law/Venue.

The CITY and OPERATOR 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 geographic jurisdiction over the City of Highland.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

CITY OF HIGHLAND

OPERATOR

By: _____ By: _____
Penny Lilburn, Mayor Owner/ Representative Signature

Print Name: _____

ATTEST

APPROVED AS TO FORM:

By: _____
Alondra Munoz, City Clerk

By: _____
Maricela Marroquin, City Attorney

ATTACHMENT A

I. GENERAL EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

A. TOW TRUCK and Car Carrier Classifications

1. TOW TRUCK and car carrier classifications are based on the truck chassis manufacturer's Gross Vehicle Weight Rating (GVWR), and the classification system used by the American Trucking Association and truck manufacturers.

- a. Class 3 - 10,000 – 14,000 pounds GVWR
- b. Class 4 - 14,001 – 16,000 pounds GVWR
- c. Class 5 - 16,001 – 19,500 pounds GVWR
- d. Class 6 - 19,501 – 26,000 pounds GVWR
- e. Class 7 - 26,001 – 33,000 pounds GVWR
- f. Class 8 - 33,001 or more GVWR

B. Equipment Limitations

1. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

C. Towing Limitations

- 1. The criteria to determine the safe towing limits for a truck are:
 - a. The total weight of the truck, including the lifted load, must fall within the Manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR, RAWR).
 - b. The truck must meet all applicable State and/or Federal Standards.

- c. For proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

D. Identification Labels

- 1. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

E. Recovery Equipment Rating

- 1. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
 - a. The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
 - b. Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE 1706.
 - c. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the Original Equipment Manufacturer (OEM) for the equipment.

F. Safety Chains

- 1. Safety chains shall be rated at no less than the rating specified by the OEM

G. Control / Safety Labels

1. All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

II. TOW TRUCK Classifications and Equipment Specifications

A. Class A TOW TRUCK

1. Equipment Specifications

- a. 10,000 – 19,500 pounds GVWR Chassis
- b. 4-ton recovery equipment rating
- c. Hydraulic or mechanical winch(es)
- d. 100 feet 3/8" X 19 cable or Original Equipment Manufacturer's (OEM) Specifications
- e. Tow chains, 5/16" alloy or OEM Specifications, J/T Hook assembly
- f. Safety chains, 5/16" alloy or OEM Specifications
- g. Tow sling rating 3,000 pounds
- h. Wheel lift safety straps
- i. Tow dolly
- j. One 3-ton snatch block
- k. Wheel lift rating
-retracted 3,000 pounds
-95" extension 3,000 pounds

2. Class A Car Carrier – One Car

- a. Equipment Specifications

- 1) 10,000 – 19,500 pounds GVWR Chassis
- 2) Hydraulic or mechanical winch
- 3) 50 feet 3/8" 6 X 9 cable or OEM Specifications
- 4) J/T Hook loading bridle / chains
- 5) Safety chains, 5/16" alloy or OEM Specifications; two pairs of safety chains for the vehicle being transported

3. Class A Car Carrier – Two Cars

a. Equipment Specifications

- 1) 16,001 – 19,500 pounds GVWR Chassis
- 2) Hydraulic or mechanical winch
- 3) 50 feet 3/8" 6 X 19 cable or OEM Specifications
- 4) J/T Hook loading bridle / chains
- 5) Safety chains 5/16" alloy or OEM Specifications, two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed

B. Class B TOW TRUCK

1. Equipment Specifications

- a. 19,501 – 33,000 pounds GVWR Chassis
- b. Air brakes or hydraulic w/air hookup package
- c. 14 ton recovery equipment rating
- d. Hydraulic or mechanical winch(es)
- e. 150 feet 7/16" 6 X 19 cable or OEM Specifications
- f. Tow chains, 1/2" alloy or OEM Specifications

- g. Safety chains, 1/2" alloy or OEM Specifications
- h. Tow sling rating 7,000 pounds
- i. Two 8-ton snatch blocks
- j. Wheel lift safety straps
- k. Wheel lift or Under lift rating retracted 10,000 pounds

2. Class B Car Carrier

- a. Equipment Specifications
 - 1) 19,501 pounds or more GVWR Chassis
 - 2) Hydraulic or mechanical winch
 - 3) 50 feet 3/8" 6 X 19 cable or OEM Specifications
 - 4) J/T Hook loading bridle / chains
 - 5) Safety chains 5/16" alloy or OEM Specifications, two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed

C. Class C TOW TRUCK

- 1. Equipment Specifications
 - a. 33,000 – 50,000 pounds GVWR Chassis, 200" wheelbase
 - b. 200" wheelbase with truck hitch
 - c. 240" wheelbase with under-lift
 - d. Air brakes w/air hookup package
 - e. 25 ton recovery equipment rating
 - f. Hydraulic or mechanical winch(es)
 - g. 200 feet 5/8" 6 X 19 cable or OEM Specifications

- h. Tow chains, 5/8" alloy or OEM Specifications
- i. Safety chains, 5/8" alloy or OEM Specifications
- j. Tow sling rating 12,000 pounds
- k. Two 12-ton snatch blocks
- l. Under lift rating
 - retracted 25,000 pounds
 - 100" extension** 12,000 pounds

D. Class D TOW TRUCK

1. Equipment Specifications

- a. 50,000 pounds GVWR Chassis, 300" wheelbase
- b. 240" wheelbase with truck hitch
- c. A minimum of 270" wheelbase with under-lift
- d. Air brakes w/air hookup package
- e. 30 ton recovery equipment rating
- f. Hydraulic or mechanical winch(es)
- g. 250 feet ³/₄" 6 X 19 cable or OEM Specifications
- h. Tow chains, 5/8" alloy or OEM Specifications
- i. Safety chains, 5/8" alloy or OEM Specifications
- j. Tow sling rating 20,000 pounds
- k. Two 12-ton snatch blocks
- 1. Under lift rating
 - retracted 32,000 pounds

- 100" extension** 16,000 pounds
- 2) Wheel Lift – wheel safety straps, steering wheel

* Measured from the center line of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar.

** Measured from the center line of the rear axle to the center of the lift forks.

III. Auxiliary Equipment

A. Class A

1. For each type or classification of towing equipment (sling, wheel lift, or carrier), certain types of equipment are required:

a. Required Equipment

- 1) Towing Sling – a J/T Hook tow chain assembly, a 4" X 4" X 48" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains
- 3) Car Carrier – J/T Hook loading bridle, a 4" X 4" X 48" and a 4" X 4" X 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains
- 4) Extension – Brake and tail lamps
- 5) Fire Extinguisher
- 6) Broom
- 7) Shovel
- 8) Reflective Triangles
- 9) Flares

- 10) Trash can(s) with absorbent
 - 11) One 3-ton rated snatch block
 - 12) Shop to truck radio (C/B excluded)
- b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:
- 1) Adequate emergency supply of fuel in an approved container
 - 2) Booster battery or hot box starting system
 - 3) Hydraulic jack capable of handling passenger cars and light trucks
 - 4) Metric and Standard lug wrenches
 - 5) Rubber mallet / hub cap tool
 - 6) Lockout tools
 - 7) Motorcycle straps
 - 8) First Aid Kit
 - 9) Tool kit – should include:
 - A) Assorted open end wrenches; Standard, 1/4” 7/8” and Metric, 6 – 19 mm
 - B) Assorted screwdrivers; Straight blade and Phillips
 - C) Crescent wrench
 - D) Ball peen hammer
 - E) Pliers
 - F) Battery and terminal cleaning tools
 - G) Point file
 - H) Allen wrench for Deco distributors

- I) Mechanic's wire
- J) Plastic electrical tape / duct tape
- K) Tire valve core tool
- L) Miscellaneous fuses
- M) Small pry bar
- N) Shop rags
- O) Flashlight
- P) Socket Sets; 1/4" – 1" and 6 – 19 mm
- Q) Ratchet and extensions
- 10) Sledgehammer
- 11) Bolt cutters
- 12) Crowbar

A. Class B

1. For each type or classification of towing equipment (sling, wheel lift or carrier), certain types of equipment are required:

a. Required Equipment

- 1) Towing Sling – a J/T Hook tow chain assembly, a 4" X 4" X 48" and a 4" X 4" X 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains
- 2) Wheel Lift – wheel safety straps, steering wheel clamp, towing dolly, and safety chains
- 3) Truck Hitch – tow chain assembly, 4" X 4" X 60" and 6" X 6" X 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains
- 4) Under Lift – an assortment of lift forks / adapters, safety tie down chains and safety chains
- 5) Extension – Brake and tail lamps

- 6) Fire Extinguisher(s)
 - 7) Broom
 - 8) Shovel
 - 9) Reflective Triangles
 - 10) Flares
 - 11) Trash can(s) with absorbent
 - 12) Two 8-ton rated snatch blocks
 - 13) Axle covers / caps
 - 14) Air hoses and necessary fittings to provide air to the towed vehicle
 - 15) Shop to truck radio (C/B excluded)
- b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:

- 1) Refer to Class A, Service and Other Equipment (III A, 1.b. above)

C. Classes C and D

1. For each type or classification of towing equipment, certain types of equipment are required:

a. Required Equipment

- 1) Towing Sling – a tow chain assembly, a 4" X 4" X 60" and a 6" X 6" X 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains
- 2) Truck Hitch – tow chain assembly, 4" X 4" X 60" and 6" X 6" X 60" wooden crossbeams (necessary), aluminum tow angle(s), and safety chains
- 3) Under Reach – assortment of lift forks / adapters, safety tie down chain(s) and safety chains

- 4) Extension Brake and tail lamps
 - 5) Fire Extinguisher(s)
 - 6) Broom
 - 7) Shovel
 - 8) Reflective Triangles
 - 9) Flares
 - 10) Trash can(s) with absorbent
 - 11) Steering wheel clamp
 - 12) Two 12-ton rated snatch blocks
 - 13) Axle covers / caps
 - 14) Air hoses and necessary fitting to provide air to the towed vehicle
 - 15) Shop to truck radio (C/B excluded)
- b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:
- 1) Refer to Class A, Service and Other Equipment (III A, 1.b. above) for general service equipment requirements.

ATTACHMENT B
OPERATOR'S Submitted Proposal



Staff Report

to the City Council

Agenda
Item
No.19.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Lawrence Mainez, Community Development Director
Prepared By: Camille Goritz, Administrative Assistant III
Subject: Appoint One (1) Member of the Public to the Community Trails Committee

Recommendation:

Appoint one (1) member of the public to the Community Trails Committee.

Fiscal Impact:

None.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

On August 12, 2025, the City Council declared one (1) seat vacant (Member Brent Merideth resigned as a result of being appointed to the Planning Commission) and posted that vacancy in accordance with the Maddy Act. Pursuant to Chapter 2.32.020 of the Highland Municipal Code, the Community Trails Committee shall consist of five members appointed by the City Council and shall serve without compensation. Each member of the Committee shall serve a two-year term of office and have a demonstrated knowledge and interest in one or more of the following: equestrian activities, bicycling, hiking, nature studies, or landscape/open space design. Four (4) applications have been submitted for consideration and are attached in the order they were received. Therefore, it would be appropriate for the City Council to appoint one (1) individual to the Community Trails Committee.

Attachments:

1. Public Service Applications (Redacted)

ATTACHMENT 1

Public Service Applications



RECEIVED
SEP 15 2025
CITY OF HIGHLAND

For Office Use Only:

Expires: Sept. 2026

PUBLIC SERVICE APPLICATION

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, submit a Statement of Economic Interests Form 700 and complete an ethics training course pursuant to AB 1234.

BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

- ☒ Community Trails Committee (see attached roles and responsibilities)
☐ Historic and Cultural Preservation Board (see attached roles and responsibilities)
☐ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: Bev Monahan

Address: _____

How long have you resided in Highland? 25 years

Home phone: Cell phone: _____

Work phone:

Email address:

Occupation/Employer: Retired ^{teacher} Redlands Unified.

Employer address: _____

Position held: _____

Available for meetings: ☐ Daytime ☐ Evenings ☒ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

betterment of our trails for the community,

Education, training or special knowledge which might be relevant to this appointment:

BS Biology, MS Education Administration
Avid road, MTB, & gravel cyclist. I have
been riding roads & trails in the surrounding area
for 25 years. Have traveled extensively in other
parts of our country & in Europe riding on roads & trails.

Employment, membership in service or community organizations or volunteer work which
might be relevant to this appointment:

Citrus Valley Velo Cycling team, Redlands Water
Bottle Transit Co (RWBTC) member, volunteered
for Redlands Classic numerous years, Redlands
Conservatory Trails cleanup, attended Highland
trails days in the past, attended Highland trails
meetings 20+ years ago for awhile.

Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☒ No

If so, please list the name and dates served:

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

Michael McMillian encouraged me to apply

SIGNATURE: _____

DATE: 9/15/25

☒ Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.

When you have completed this application, please submit to:

CITY CLERK
CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND CA 92346
(909) 864-6861, EXT. 226

This application will be kept on file for a period of one year from the date signed.



RECEIVED
SEP 15 2025
CITY OF HIGHLAND

For Office Use Only:

Expires: sep. 2026

PUBLIC SERVICE APPLICATION

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BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

- ☒ Community Trails Committee (see attached roles and responsibilities)
☐ Historic and Cultural Preservation Board (see attached roles and responsibilities)
☐ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: Joey Martin

Address: _____

How long have you resided in Highland? 3 years

Home phone: _____ Cell phone: _____

Work phone: _____

Email address: _____

Occupation/Employer: U.S. Forest Service

Employer address: _____

Position held: NEPA Planner

Available for meetings: ☐ Daytime ☐ Evenings ☒ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

My principle areas of interest in City Government are in parks, trails, open space, and community engagement. I am especially passionate about ensuring that Highland's trail system remains safe, sustainable, and welcoming for all residents, including hikers, cyclists, equestrians, and families. I am also interested in supporting programs that encourage citizen involvement and stewardship, such as Adopt-a-Trail and volunteer events. By serving, I hope to strengthen partnerships, enhance opportunities, and ensure sustainability.

Education, training or special knowledge which might be relevant to this appointment:

Bachelor's Degree - Environmental Science, Virginia Commonwealth University

Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

District Recreation Officer, Off Highway Vehicle Manager, and NEPA Planner - US Forest Service - 2015 - Present - Planned, developed & implemented recreation and natural resource programs across diverse landscapes. Provided technical advice and oversight for land use, trail management, and public access projects.

Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☒ No

If so, please list the name and dates served:

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

Additional experience - Partnered with nonprofits, utilities, and community organizations

(Southern California Mountains Foundation, PCTA, Backcountry Horsemen of America). Led volunteer stewardship initiatives and community outreach efforts promoting responsible recreation. Developed trail signage, visitor information, and safety education materials. Advocate for inclusive outdoor access.

SIGNATURE: _____

DATE: 9/6/2025

☒ Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.

When you have completed this application, please submit to:

CITY CLERK
CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND CA 92346
(909) 864-6861, EXT. 226

This application will be kept on file for a period of one year from the date signed.



RECEIVED

SEP 16 2025

CITY OF HIGHLAND
CITY CLERK

For Office Use Only:

Expires: Sept. 2026

PUBLIC SERVICE APPLICATION

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, submit a Statement of Economic Interests Form 700 and complete an ethics training course pursuant to AB 1234.

BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

- ☒ Community Trails Committee (see attached roles and responsibilities)
☐ Historic and Cultural Preservation Board (see attached roles and responsibilities)
☐ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: Mindy Ruotolo

Address: Highland CA 92346

How long have you resided in Highland? 2001

Home phone: _____ Cell phone: _____

Work phone: _____

Email address: _____

Occupation/Employer: USPS

Employer address: Higland Ca 92346

Position held: Mail carrier

Available for meetings: ☐ Daytime ☐ Evenings ☐ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

I am an avid outdoors hiker, cyclist, walker

Roads: free of pot holes, debris, cracks

Trails: well kept, clean and educational

Safe streets to walk dogs and children

Education, training or special knowledge which might be relevant to this appointment:

I' ve spent numerous hours hiking, cycling, and walking/running, in our city

AA degree in art

I have served and lived in Highland for over 27 years

Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

Highland post office for 27 years

Volunteered in Highland 4th of July parade

Entered Highland YMCA 5k race

Worked for the register of voters at the polls here in Highland

Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☒ No

If so, please list the name and dates served:

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

I have seen many changes to Highland.

I look forward to help keep Highland safe and enjoyable for all.

SIGNATURE: MEruotolo

DATE: 09/15/2025

☒ Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.

When you have completed this application, please submit to:

CITY CLERK
CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND CA 92346
(909) 864-6861, EXT. 226

This application will be kept on file for a period of one year from the date signed.



RECEIVED

SEP 18 2025

CITY OF HIGHLAND
CITY CLERK

For Office Use Only:

Expires: sep. 2026

PUBLIC SERVICE APPLICATION

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, submit a Statement of Economic Interests Form 700 and complete an ethics training course pursuant to AB 1234.

BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

- ☒ Community Trails Committee (see attached roles and responsibilities)
☐ Historic and Cultural Preservation Board (see attached roles and responsibilities)
☐ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: Jose Andres Ibarra

Address: _____

How long have you resided in Highland? Since 2019

Home phone: _____

Cell phone: _____

Work phone: _____

Email address: _____

Occupation/Employer: Sr Environmental Tech - City of Ontario - OMUC

Employer address: Ontario CA 91761

Position held: Sr. Environmental Tech

Available for meetings:

☐ Daytime

☒ Evenings

☐ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

My principal areas of interest are to share my knowledge, enjoy the outdoors and

Create positive relationships.

Education, training or special knowledge which might be relevant to this appointment:

Detail oriented in plan review, irrigation/wastewater/water industry knowledge and

Certification in logistics.

Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

Currently work for Ontario Municipal Utilities Company, serving a 2 year term at EVWD

For the community advisory committee.

Have you been, or are you now, a member of a governmental board, commission or committee? ☒ Yes ☐ No

If so, please list the name and dates served:

EVWD - from 2024 to 2026

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

SIGNATURE: Jose Andres Ibarra

DATE: 9/18/2025



Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.

When you have completed this application, please submit to:

CITY CLERK
CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND CA 92346
(909) 864-6861, EXT. 226

This application will be kept on file for a period of one year from the date signed.



Staff Report

to the City Council

Agenda
Item
No.20.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Carlos Zamano, City Manager
Prepared By: Alondra Muñoz, City Clerk
Subject: City Manager Report and Comments (Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)

Recommendation:

Discussion and possible action.

Fiscal Impact:

None.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

Attachments:

None



Staff Report

to the City Council

Agenda
Item
No.21.

Date: October 14, 2025
From: Carlos Zamano, City Manager
Reviewed By: Carlos Zamano, City Manager
Prepared By: Alondra Muñoz, City Clerk
Subject: Councilmember Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)

Recommendation:

Discussion and possible action.

Fiscal Impact:

None.

Public Notice:

The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

Background:

Attachments:

None