

CITY OF HIGHLAND REGULAR MEETING OF THE CITY COUNCIL AGENDA

REGULAR MEETING

January 28, 2020

6:00 p.m.

City Hall

Donahue Council Chambers

27215 Base Line

Highland, California

CITY COUNCIL MEMBERS

LARRY McCALLON, MAYOR

PENNY LILBURN, MAYOR PRO TEM

JESSE CHAVEZ, COUNCIL MEMBER

ANAELI SOLANO, COUNCIL MEMBER

JOHN P. TIMMER, COUNCIL MEMBER

STAFF

Joseph A. Hughes - City Manager

Chuck Dantuono - Director of Administrative Services/City Treasurer

Betty Hughes - City Clerk

Lawrence Mainez - Community Development Director

Ernest Wong - Public Works Director/City Engineer

Maricela Marroquin - City Attorney

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.

Visit the City's Website at: www.cityofhighland.org

City of Highland complies with the Americans with Disabilities Act of 1990. If you require special assistance to participate in this meeting, please call the City Clerk's Department at (909) 864-6861, ext. 226, at least 48 hours prior to the meeting.

Pursuant to Government Code Section 54957.5, any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Highland to all or a majority of the City Council less than 72 hours prior to that meeting are available for public inspection at City Hall, 27215 Base Line, Highland, CA 92346, during normal business hours.

**CITY COUNCIL REGULAR MEETING
JANUARY 28, 2020 - 6:00 p.m.**

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT FROM CLOSED SESSION

SPECIAL PRESENTATIONS

PUBLIC COMMENT

To address the City Council, 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 taking action on any item not on the agenda. Individual speakers are limited to three minutes each.

CITY COUNCIL CONSENT CALENDAR

1. Waive the Reading of All Ordinances
RECOMMENDATION: Waive the reading of all Ordinances in their entirety and read by title only.
2. Treasurer's Report for December 2019
RECOMMENDATION: That the City Council receive and file Treasurer's Report for December 2019.
3. Claim Consideration – Richard Zane
RECOMMENDATION: George Hills Company recommends Council reject claim.
4. Amendment No. 2 to Employee Agreement between Joseph Hughes and the City of Highland
RECOMMENDATION: That the City Council authorize the Mayor to execute Amendment No. 2 to the February 28, 2006 Employment agreement between Joseph Hughes and the City of Highland.
5. Staff Agency Appointment – PARSAC
RECOMMENDATION: That the City Council adopt Resolution No. 2020-_____ appointing Chuck Dantuono, Director of Administrative Services/City Treasurer, as the City's Director to the Board of Directors of PARSAC, and Leticia Nava-Cruz, Senior Accountant, as the Alternate Director.

CITY COUNCIL PUBLIC HEARING

The order of business for Public Hearings shall be:

- 1) Mayor opens Public Hearing;
- 2) Staff presentation;
- 3) Applicant/Representative presentation;
- 4) Speakers in favor of proposal;
- 5) Speakers in opposition to proposal;
- 6) Applicant rebuttal;
- 7) Mayor closes Public Hearing;
- 8) Council discussion, motion and vote.

ONCE THE PUBLIC HEARING IS CLOSED NO FURTHER TESTIMONY IS TAKEN.

No public hearing.

CITY COUNCIL LEGISLATIVE

6. An Application by Kristopher Sovers for the Mills Act Tax Adjustment Program
RECOMMENDATION: The Historic and Cultural Preservation Board recommends the City Council approve the Mills Act Agreement between the City of Highland and Mr. Kristopher Sovers for the property located at 27156 Pacific Street, Highland, CA 92346, for a term of ten (10) years.
7. Application of Recreation Trails Program (RTP) Funds
RECOMMENDATION: That the City Council:
 1. Adopt City Council Resolution No. 2020-_____ authorizing staff to submit an application for, and receipt of, RTP Grant Funds; and
 2. Authorize the City Manager or his designee to execute any documents necessary or appropriate as required for application or receipt of the RTP Grant.
8. Design Services Proposal/TKE Engineering, Inc.
RECOMMENDATION: That the City Council:
 1. Approve the proposal from TKE Engineering, Inc., to provide design services for Pacific Street Pavement Rehabilitation Project (Project No. str20002); and
 2. Authorize the City Manager to approve contract amendments up to 10% of the contract amount.
9. Miller Park Amphitheater Veterans Memorial – City of Fontana
RECOMMENDATION: That the City Council review the City of Fontana's request to nominate an individual to be honored on the Veterans Memorial in Fontana.
10. City Manager Report and Comments (Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)
RECOMMENDATION: Discussion and possible action.
11. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)
RECOMMENDATION: Discussion and possible action.

ANNOUNCEMENTS

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and/or (d)(3):

One case.

ADJOURN

Regular Meetings

February 11, 25; March 10, 24; April 14, 29; May 12, 26; June 9, 23; July (dark); August 11, 25; September 8, 22; October 13, 27; November 10, 24; December 8, 22 (dark)

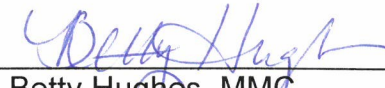
I, Betty Hughes, City Clerk, certify I caused to be posted this Agenda on or before January 16, 2020, by 5:30 p.m., on our website at www.cityofhighland.org and in the following designated areas:

Highland Branch Library
7863 Central Avenue

Fire Station No. 1
26974 Base Line

City Hall
27215 Base Line

Date: January 16, 2020



Betty Hughes, MMC
City Clerk

SPEAKERS ARE LIMITED TO 3 MINUTES PER PERSON

To address the City Council, complete this form and return it to the City Clerk prior to the start of the meeting. The Mayor will call you at the appropriate time to speak.

Name: Thomas Fleming Representing: _____

Address: 26080 E. Baseline St. Phone: 949-209-6637

☐ Speaking to a matter on the agenda:

_____ Item Number ☐ In favor ☐ In opposition

☒ Speaking to a matter not on the agenda regarding: Highland condition.

1.28.20
cc

SPEAKERS ARE LIMITED TO 3 MINUTES PER PERSON

To address the City Council, complete this form and return it to the City Clerk prior to the start of the meeting. The Mayor will call you at the appropriate time to speak.

Name: DEREK BELFAY Representing: SONS OF THE AMERICAN LEGION

Address: _____ Phone: _____

☐ Speaking to a matter on the agenda:

_____ Item Number

☐ In favor

☐ In opposition

☒ Speaking to a matter not on the agenda regarding: DONATION OF POW/MIA
FLAGS TO CITY FOR CITY FLAG POLE & 9/11 USPS STAMP FACSIMILE
PLACARD

SPEAKERS ARE LIMITED TO 3 MINUTES PER PERSON

To address the City Council, complete this form and return it to the City Clerk prior to the start of the meeting. The Mayor will call you at the appropriate time to speak.

Name: JEFF NOVAK Representing: self

Address: 7343 Olive Tree Ln Phone: 91528-3111
Highland

☐ Speaking to a matter on the agenda:

_____ Item Number

☐ In favor

☐ In opposition

☒ Speaking to a matter not on the agenda regarding: Code Enforcement

SPEAKERS ARE LIMITED TO 3 MINUTES PER PERSON

To address the City Council, complete this form and return it to the City Clerk prior to the start of the meeting. The Mayor will call you at the appropriate time to speak.

Name: Fred Vauger Representing: Himself

Address: 7123 Amberwood Ln. Phone: _____

☐ Speaking to a matter on the agenda:

_____ Item Number

☐ In favor

☐ In opposition

☒ Speaking to a matter not on the agenda regarding: citizen input
on website redesign



STAFF REPORT

TO THE CITY COUNCIL

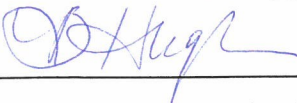
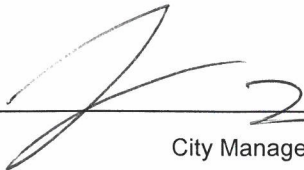
DATE: January 28, 2020

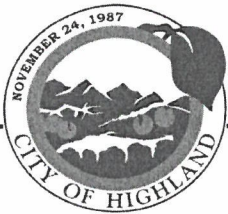
FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Waive the Reading of All Ordinances

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

Approved _____	Motion _____	Second _____	Agenda Item No. <u>1</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
			
City Clerk		City Manager	



STAFF REPORT

TO THE CITY COUNCIL

DATE: January 28, 2020

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer *AD*

SUBJECT: Treasurer's Report for December 2019

RECOMMENDATION: City Council to receive and file the Treasurer's Report for December 2019.

FISCAL IMPACT:

Cash and Investments:	
General Fund	\$ 3,438,247.21
Special Revenue Funds	\$30,801,738.56
Internal Service Funds	\$ 4,226,619.39
Capital Projects Funds	\$23,508,420.86
Housing Authority Fund	\$ 3,597,570.49
Agency Funds	\$ 2,196,481.12
SARDA Funds	\$ 3,859,729.28

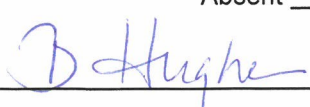
PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

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 receipt. 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 \$65M.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>2</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

CITY OF HIGHLAND
Treasurer's Report
as of December 31, 2019

CASH AND BANK ACCOUNTS:

Cash on Hand-Office Petty Cash & Change Fund Accounts	1,150.00
Wells Fargo Checking-Account #2833979236	10,338,160.64

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	2.043%		
General Fund			4,906,282.46	
Special Revenue Funds			20,287,616.00	
Internal Service Funds			4,537,668.00	
Capital Projects Funds			13,311,307.00	
Total City LAIF Funds				43,042,873.46
Housing Authority Fund			3,480,525.17	
Total Housing Authority LAIF Funds				3,480,525.17
Total LAIF Funds				46,523,398.63

- 1) Maximum limits on accounts are \$65M City and \$65M Housing Authority.
- 2) Quarterly interest earnings are deposited directly to accounts.
- 3) Funds are available within 24 hours or less depending on time of wire.
- 4) Pooled Money Investment Board Report dated November 2019 on-line for listing of investments.
- 5) Market Value is based on the September 30, 2019 applicable percentage of 1.001642817.
- 6) Market Value is \$46,599,828.06 (\$46,523,398.63 x 1.001642817).

<u>California Asset Management Program (CAMP)</u>	n/a	1.800%		
General Fund			130,776.07	
Special Revenue Funds			1,542,186.00	
Capital Projects Funds			10,675,312.00	
Total CAMP Funds				12,348,274.07

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 #9AMMF05B2	n/a	1.15%	80,781.67	80,781.67
Fire Protection Expense Fund #128262-012				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	1.15%	247,890.86	247,890.86
Police Protection Expense Fund #128262-013				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	1.15%	91,686.37	91,686.37

Community Facilities District (CFD) 2001-1

Special Tax Fund #149239000				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	1.15%	254,548.75	254,548.75
Interest Account #149239001				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	1.15%	1,190.66	1,190.66
Principal Account #149239002				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	0.02	0.02
Reserve Fund #149239003				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	1.15%	483,776.24	483,776.24
Administrative Expense Fund #149239004				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	1.15%	31,710.46	31,710.46
Surplus Fund #149239006				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	1.15%	48,547.73	48,547.73

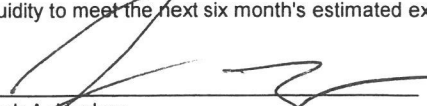
Community Facilities District (CFD) 2007-1

Administrative Expense Fund #260722000				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	1.15%	9,801.90	9,801.90
Fire Expense Fund #260722001				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	1.15%	11,916.21	11,916.21
Police Expense Fund #260722002				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	1.15%	4,407.94	4,407.94

TOTAL INVESTMENTS US BANK (COMMUNITY FACILITIES DISTRICTS)	1,266,258.81
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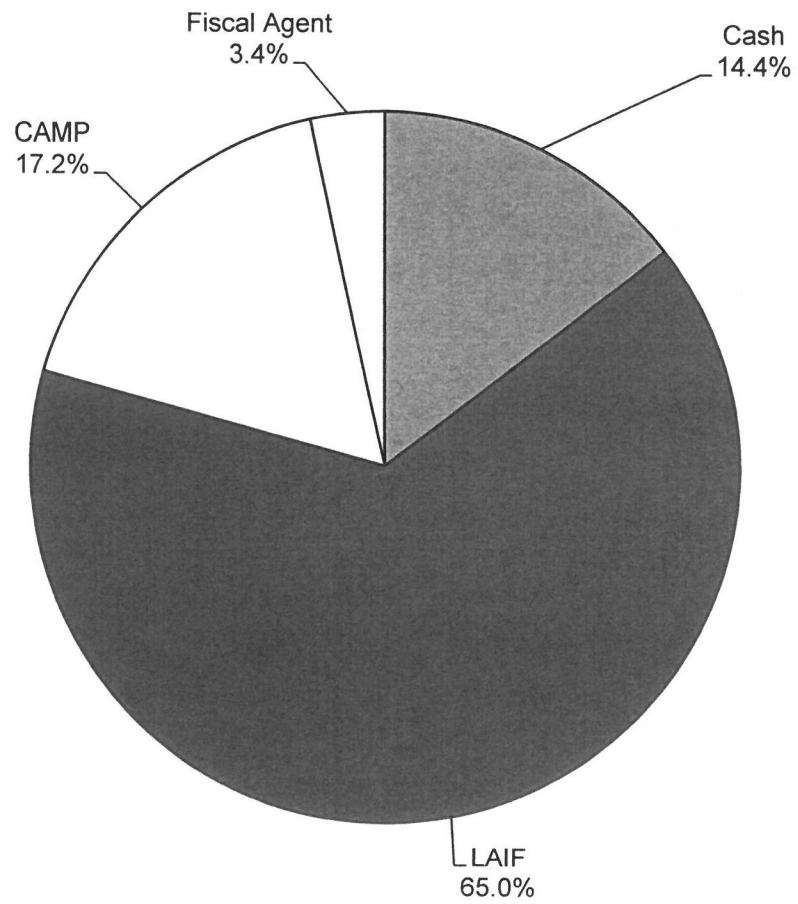
DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: FISCAL AGENT ACCOUNTS (continued)				
<u>US Bank Corporate Trust Services (SARDA)</u>				
2004B Tax Allocation Refunding Bonds				
Special Fund 786709001				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.25%	563.88	563.88
Interest Fund 786709002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Principal Fund 786709003				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 786709004				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.25%	177,155.26	177,155.26
2015A Tax Allocation Refunding Bonds				
Special Fund 268777000				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.25%	366.15	366.15
Interest Fund 268777001				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.21%	7.46	7.46
Principal Fund 268777002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 268777004				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.25%	959,789.89	959,789.89
Expense Account 268777006				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.25%	13,455.16	13,455.16
2017 Tax Allocation Refunding Bonds				
Debt Service Fund 259928000				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.25%	226.96	226.96
Interest Fund 259928001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Principal Fund 259928002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
TOTAL INVESTMENTS US BANK (SARDA)				1,151,564.76
TOTAL CASH AND INVESTMENTS				71,628,806.91

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.

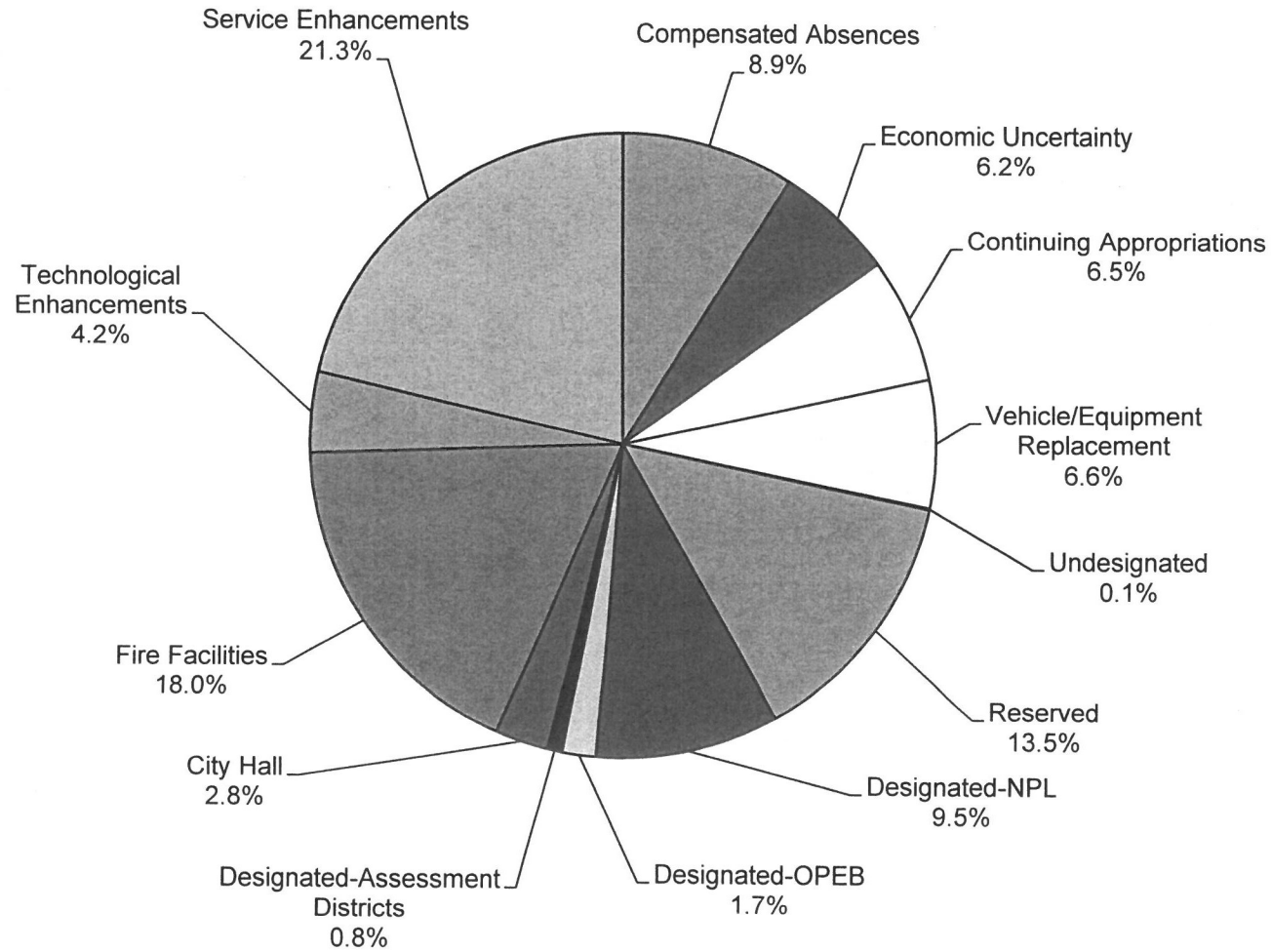
SIGNED: 
Joseph A. Hughes
CITY MANAGER

SIGNED: 
Chuck Dantuono
DIRECTOR OF ADMINISTRATIVE
SERVICES/CITY TREASURER

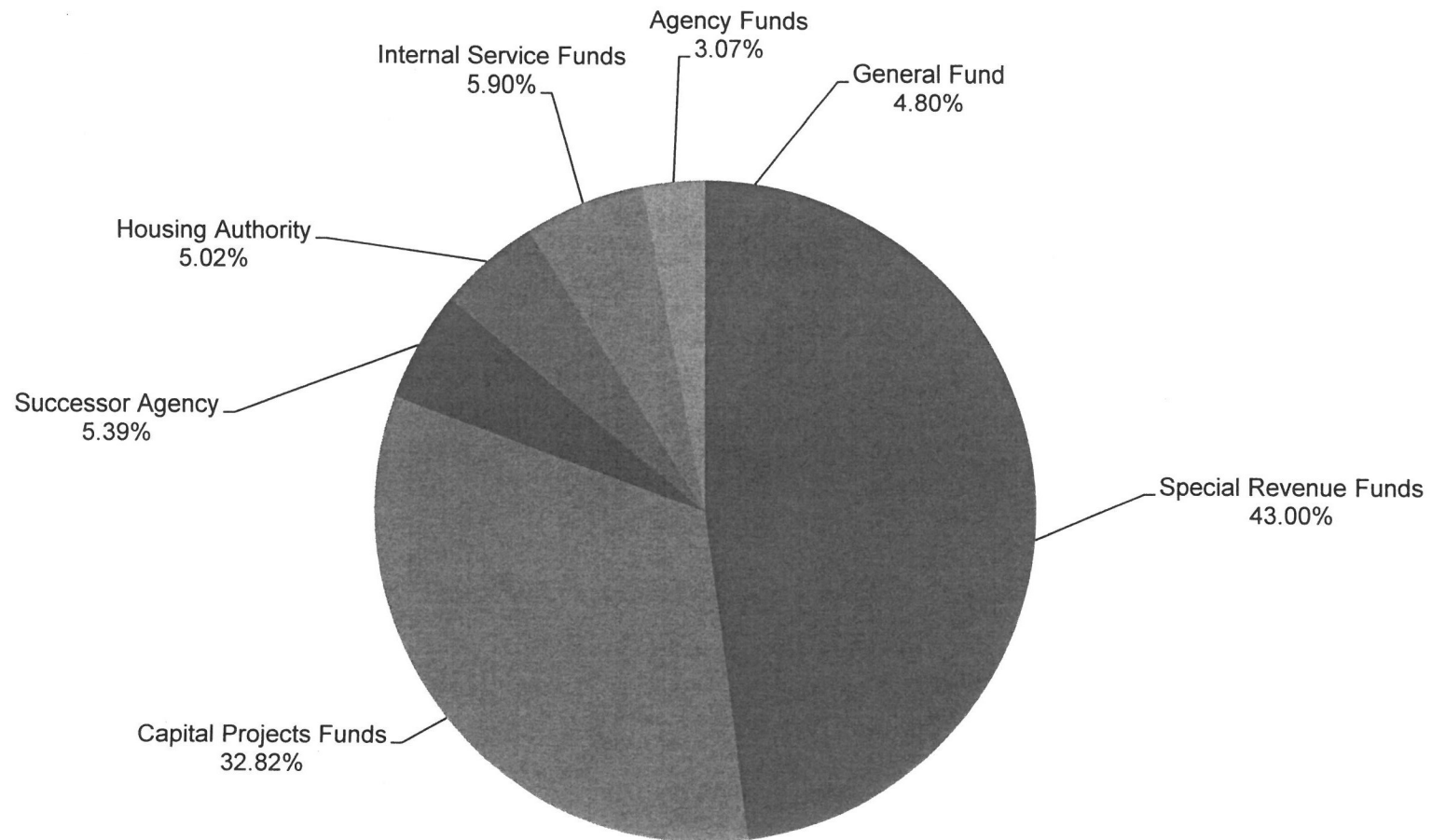
Treasurer's Report



General Fund Reserves



Cash & Investments





STAFF REPORT

TO THE CITY COUNCIL

DATE: January 28, 2020

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

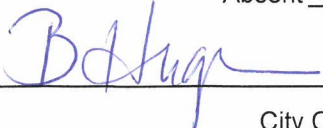
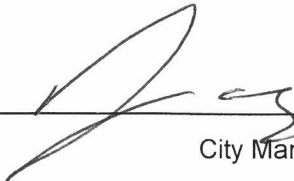
REVIEWED BY: Chuck Dantuono, Director of Administrator Services/City Treasurer
Nancy Wayne, George Hills Company, Claims Adjusters

SUBJECT: Claim Consideration – Richard Zane

RECOMMENDATION: George Hills Company recommends the City Council reject the claims.

BACKGROUND: The Claim and Amended Claim was received in the City Clerk's Office on December 9 and December 23, 2019, respectively. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

C:\MyFiles\WPDATA\StaffReports\cc special STF.wpd

Approved _____	Motion _____	Second _____	Agenda Item No. <u>3</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

January 14, 2020

TO: City of Highland

ATTN: Betty Hughes/Chuck Dantuono

RE: Our Client : City of Highland
Claimant : **Richard Zane**
Date of Incident : 11/27/19
Our File No. : GHC0028566

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

- **CLAIM REJECTION:** Please send a standard Rejection Notice to the claimant to commence the six-month Statute of Limitations.

Please provide us with a copy of the notice sent, as requested above. Should you have any questions, please feel free to contact the undersigned.

Very truly yours,

GEORGE HILLS COMPANY, INC.



Nancy Wayne
Account Manager/Sr. Claims Adjuster
Nancy.wayne@georgehills.com



December 24, 2019

Ms. Nancy Wayne
Account Manager/Senior Claims Adjuster
George Hills Company, Inc.
P. O. Box 1544
Wildomar, CA 92595

Re: Claimant(s): Richard Zane
Incident Date: November 27, 2019

Dear Ms. Wayne:

Enclosed is a copy of an amended Claim received and filed in the Office of the City Clerk on December 23, 2019, by the above referenced claimant(s). Please review and advise this office on the appropriate action to be taken. This item will be tentatively scheduled for the City Council regular meeting of Tuesday, January 14, 2020, pending your recommendation.

If you have any questions, please contact Chuck Dantuono at (909) 864-6861, ext. 224 or myself at ext. 226.

Sincerely,

Betty Hughes, MMC
City Clerk

cc: Joseph Hughes, City Manager
Chuck Dantuono, Director of Administrative Services
Maricela Marroquin, City Attorney

c:\users\bhughes\documents\my documents\claims\george hills letters\gh richard zane2 ltr.doc

Mayor
Penny Lilburn

Mayor Pro Tem
Larry McCallon

City Council
Jesse Chavez

City Council
Anaëli Solano

City Council
John P. Timmer

City Manager
Joseph A. Hughes

27215 Base Line, Highland, CA 92346

Tel: (909) 864-6861 • Fax: (909) 862-3180 • Web: www.cityofhighland.org

RECEIVED

DEC 9 8 2019

CITY OF HIGHLAND
CITY CLERK

RECEIVED

DEC 0 9 2019

CITY OF HIGHLAND

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

Received: 12.9.19
By: E. Rodriguez

☐ 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 EAST BASE LINE
HIGHLAND CA 92346
(909) 864-6861 X226

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM, PENAL CODE 572; 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 RICHARD ZANE
 - a. Complete Address of Claimant, including City, State and Zip Code:
3715 HOLLY VISTA DR.
HIGHLAND CA. 92346
 - b. Phone Number (909) 633-6622
 - c. Date of Birth 08-27-1944
 - d. Social Security Number _____

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

Issued by which State: CA

X Driver's License _____ Identification Card

Expiration Date: 08/27/2022

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

3. Occurrence or event from which the claim arises:

a. Date of occurrence 11/27/2019

b. Time of occurrence 8:10 PM

c. Place of occurrence (Exact and specific location)

CORNER 3RD ST & CENTRAL AVE

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).

TRAVELING WEST ON 3RD ST. TURN RIGHT ONTO CENTRAL

ASPHALT CURB PROTRUDES INTO LANE. HIT SOMETHING BECAUSE IT WAS THE CURB

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

ACTION BY THE CITY BEING A BLOCK CURB PROTRUDING SEVERAL FEET INTO ROADWAY
TRAVELING WEST ON 3RD ST AND TURNING NORTH ON CENTRAL A SHORT
ASPHALT CURB PROTRUDES INTO THE ROADWAY THAT WAS HARD TO
DISTINGUISH FROM THE ROAD. I DID NOT SEE IT AT ALL. I NOTICED
RECENTLY THAT WHITE REFLECTORS WERE ADDED TO THAT CURB. THEY
WERE NOT THERE WHEN I RAN OVER IT.

Action by the city being a black curb protruding several feet in the roadway.

Traveling west on 3rd St. and turning north on Central a short asphalt curb protrudes into the roadway that was hard to distinguish it from the road, I did not see it at all. I noticed recently that white reflectors were added to that curb, but were not there when I ran over it.

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".

RECEIVED AN ESTIMATE FROM TOM BELL COLLISION CENTER \$1389.07

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

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: \$ 1389.07

b. Estimate amount of future costs: \$

c. Total amount claimed: \$ 1389.07

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

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

a. _____

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: HIGHLAND CA.
City and State

Date: 12/9/2019

Richard Zang
Signature of Claimant

RICHARD ZANG
Printed name of person signing above



TOM BELL COLLISION REPAIR
1105 W. REDLANDS BLVD, REDLANDS, CA 92373
Phone: (909) 557-2130
FAX: (909) 557-2137

Workfile ID: 731697ee
PartsShare: 5FVZRw
Federal ID: 64-0607960
State EPA: CAL000394809
BAR: ARD00254473

Preliminary Estimate

Customer: Zane, Richard

Written By: Joe Morales

Insured: Zane, Richard
Type of Loss:
Point of Impact: 03 Right T-Bone (Right Side)

Policy #:
Date of Loss:

Claim #:
Days to Repair: 4

Owner:

Zane, Richard
3715 Holly Vista Dr
Highland, CA
(909) 633-6622 Cell

Inspection Location:

TOM BELL COLLISION REPAIR
1105 W. REDLANDS BLVD
REDLANDS, CA 92373
Repair Facility
(909) 557-2130 Other

Insurance Company:

VEHICLE

2012 HYUN Sonata Limited Automatic 4D SED 4-2.0L Turbocharged Gasoline Direct Injection White

VIN: 5NPEC4AB2CH376453	Interior Color:	Mileage In:	Vehicle Out:
License: 6TWM982	Exterior Color: White	Mileage Out:	
State: CA	Production Date: 9/2011	Condition:	Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Home Link

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

CD Player
Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device

ROOF

Electric Glass Sunroof
Skyview Roof

SEATS

Bucket Seats
Leather Seats
Heated Seats
Rear Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Traction Control
Stability Control
Signal Integrated Mirrors
Power Trunk/Gate Release

Get live updates at www.carwise.com/e/3HHuhn

Preliminary Estimate

Customer: Zane, Richard

2012 HYUN Sonata Limited Automatic 4D SED 4-2.0L Turbocharged Gasoline Direct Injection White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		WHEELS					
2	**	Repl RECOND RT/Front Wheel, alloy 18"	529103Q350	1	264.00 m	0.3	
3		R&I Spare Wheel, spare			m	0.3	
4	#	Subl 4 WHEEL ALIGNMENT		1	90.00 X		
5		PILLARS, ROCKER & FLOOR					
6		Repl RT Rocker molding	877523S000	1	343.88	0.9	1.8
7		Add for Clear Coat					0.7
8		TIRES					
9	*	Repl GDYR 225/45R18 Assurance MaxLife VSB 91V	GY05976	1	149.99	0.3	
10	#	Tire Disposal Fee		1	2.40 X		
11	#	REFINISH		1			
12	#	Color Tint		1		0.5	
13	#	Color Sand and Polish		1		0.3	
14	#	Undercoating		1	7.00 T	0.3	
15		OTHER CHARGES					
16	#	E.P.C.		1	3.00		
SUBTOTALS					860.27	2.9	2.5

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			757.87
Body Labor	2.9 hrs @	\$ 65.00 /hr	188.50
Paint Labor	2.5 hrs @	\$ 65.00 /hr	162.50
Paint Supplies	2.5 hrs @	\$ 44.00 /hr	110.00
Miscellaneous			99.40
Other Charges			3.00
Subtotal			1,321.27
Sales Tax	\$ 874.87 @	7.7500 %	67.80
Grand Total			1,389.07
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,389.07

THIS IS A PRELIMINARY ESTIMATE, ADDITIONAL CHANGES TO THE ESTIMATE MAY BE REQUIRED FOR THE ACTUAL REPAIR.

Preliminary Estimate

Customer: Zane, Richard

2012 HYUN Sonata Limited Automatic 4D SED 4-2.0L Turbocharged Gasoline Direct Injection White

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

Non-GM Parts/Accessories installed by the Dealer:

Non-GM parts and accessories are not covered under the GM New Vehicle Limited Warranty. They also may damage the vehicle, compromise its compliance with safety standards or void the GM Warranty on the vehicle itself. GM is not responsible for the consequences of installing any non-GM equipment, parts or accessories on the vehicle. A list of non-GM parts is available to you upon request.

X_____

Preliminary Estimate

Customer: Zane, Richard

2012 HYUN Sonata Limited Automatic 4D SED 4-2.0L Turbocharged Gasoline Direct Injection White

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1024, CCC Data Date 12/02/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

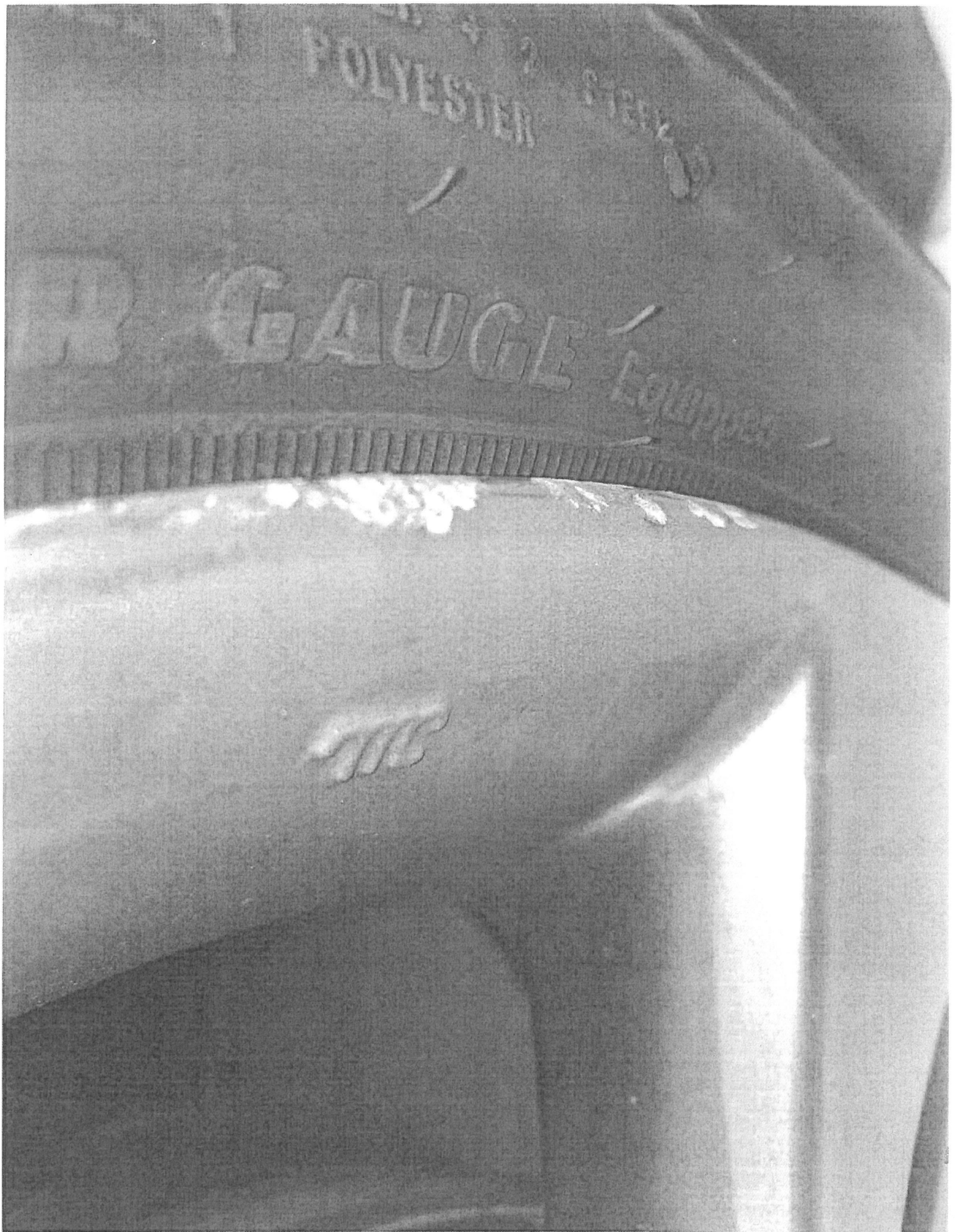
Preliminary Estimate

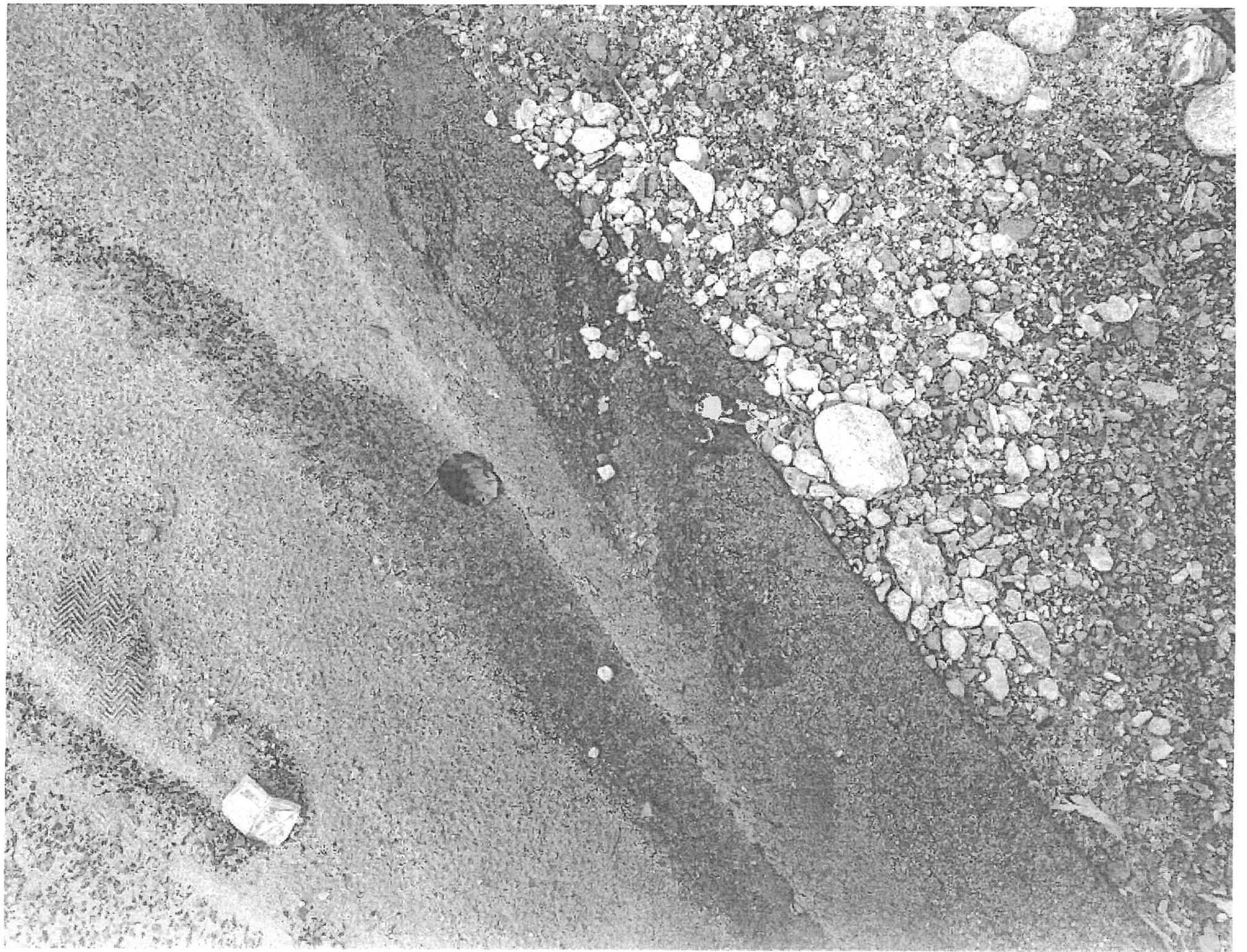
Customer: Zane, Richard

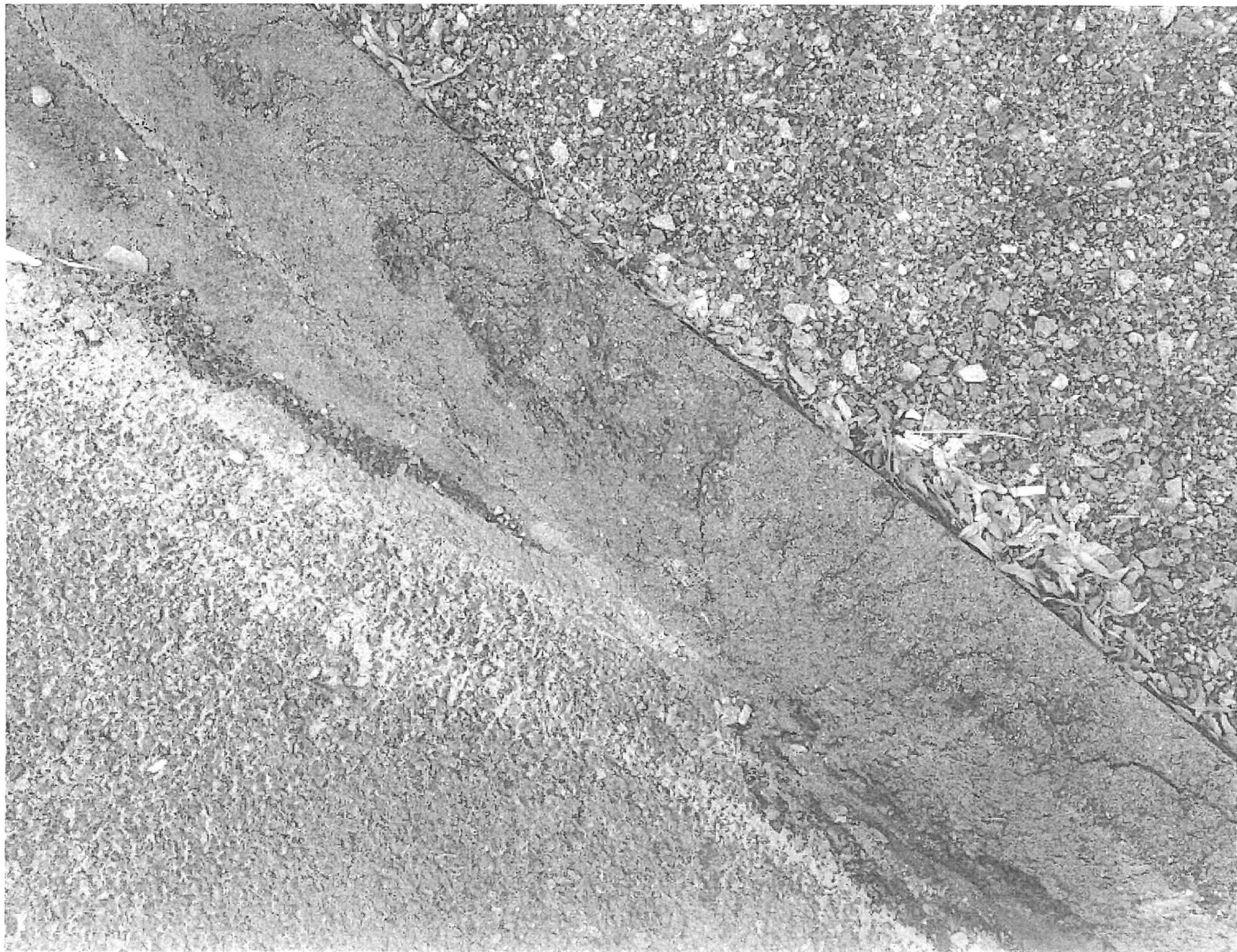
2012 HYUN Sonata Limited Automatic 4D SED 4-2.0L Turbocharged Gasoline Direct Injection White

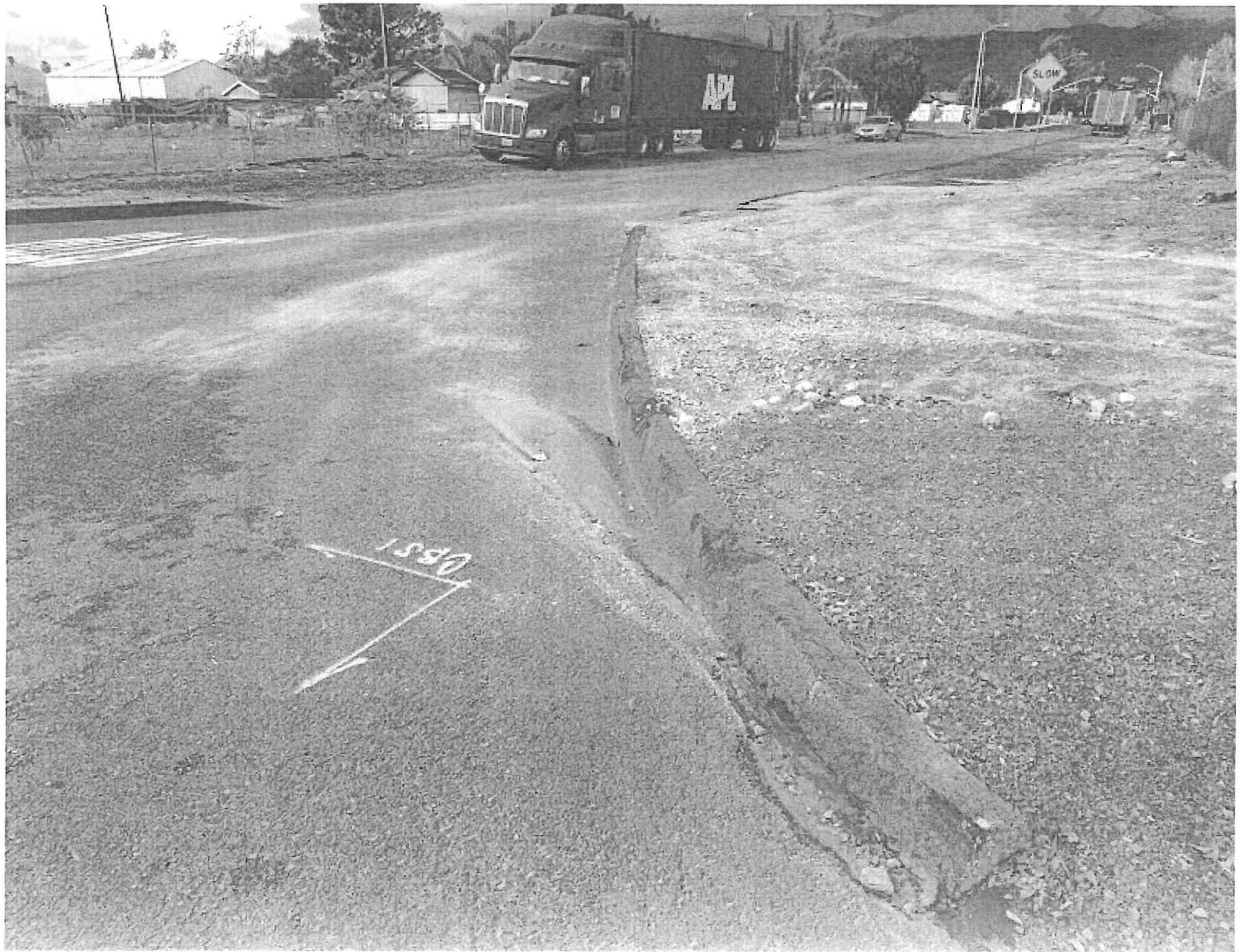
PARTS SUPPLIER LIST

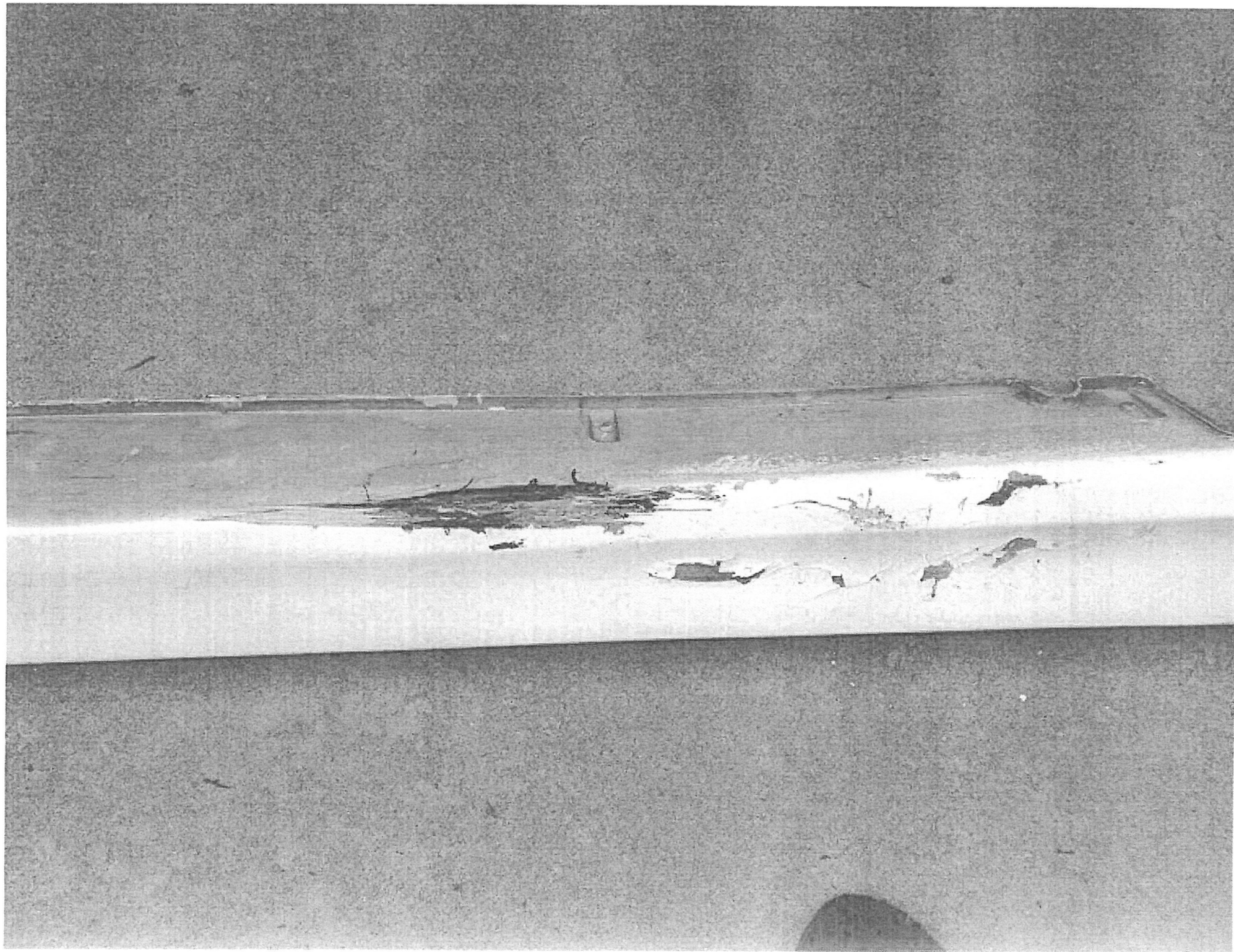
Line	Supplier	Description	Price
2	Keystone 2530 LINDSAY PRIVADO , UNIT C ONTARIO CA 91761 (800) 421-7866	#ALY70804U77 RECOND RT/Front Wheel, alloy 18" Quote: 457305511 Expires: 01/20/20	\$ 264.00



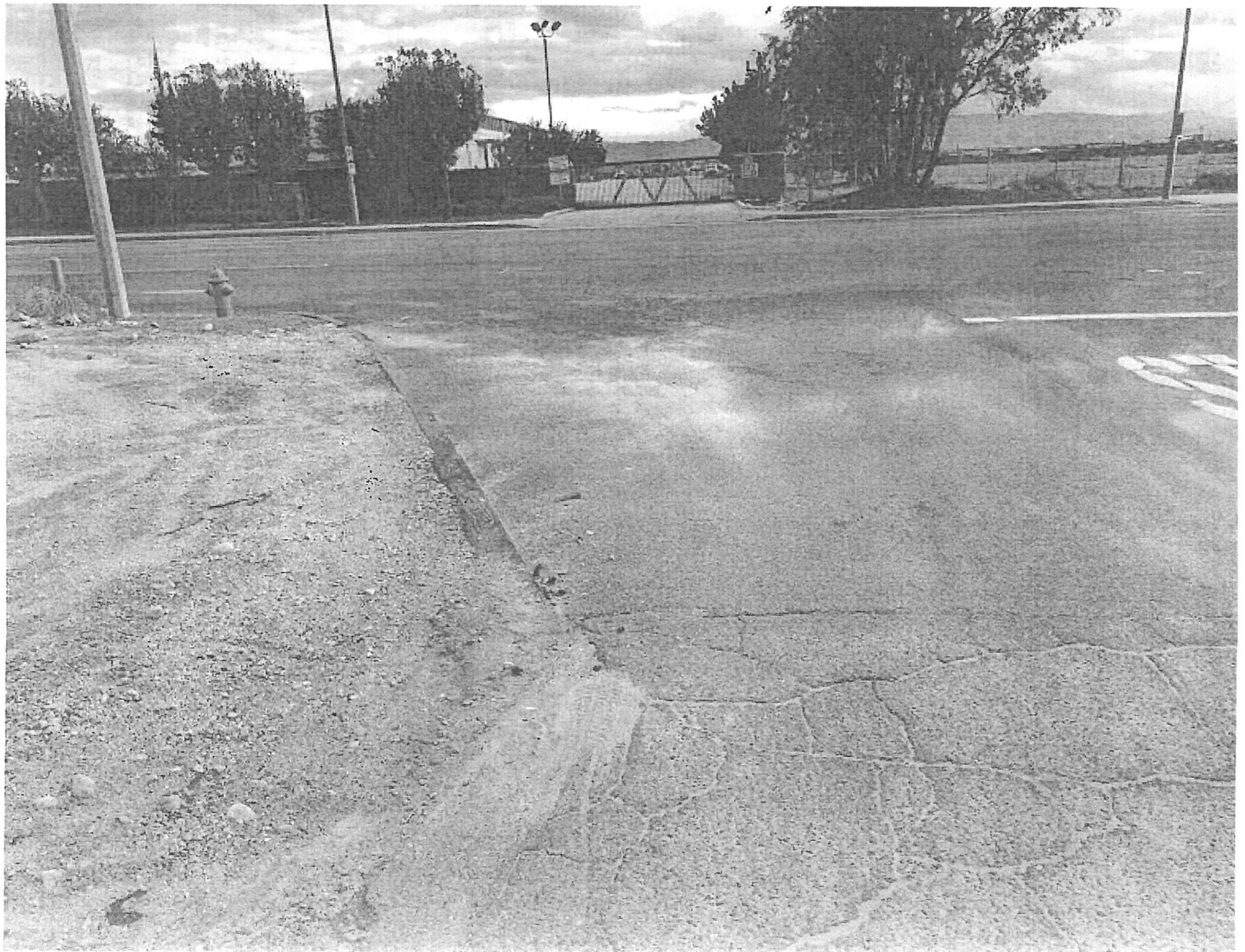


















STAFF REPORT

TO THE CITY COUNCIL

DATE: January 28, 2020

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer 

SUBJECT: Amendment No. 2 to Employment Agreement between Joseph Hughes and the City of Highland.

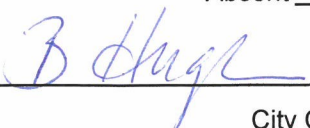
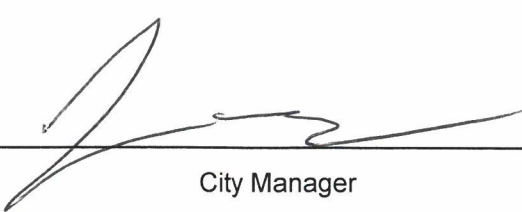
RECOMMENDATION: That the City Council authorize the Mayor to execute Amendment No. 2 to the February 28, 2006 Employment agreement between Joseph Hughes and the City of Highland.

FISCAL IMPACT: Total \$23,133. Salary: \$19,586 (\$215,442-\$195,856). Benefits: \$3,547.

PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

BACKGROUND: This action would amend the Employment Agreement as follows: 1) Provide for a 10% merit increase, 2) The severance provision would be adjusted from one (1) year to nine (9) months, 3) The City Manager shall be afforded a one-time offer to buy-back 100 hours of accrued Sick Leave at his discretion, and 4) The Termination & Removal provision be changed from four-fifths vote to three-fifths vote of its members.

The City Attorney prepared the attached proposed amendment and has approved as to form.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>4</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

Amendment No. 2 to
February 28, 2006 Employment Agreement
Between Joseph Hughes and City of Highland

THIS AMENDMENT NO. 2 to the Employment Agreement dated February 28, 2006, is made and entered into this 28th day of January, 2020, between the CITY OF HIGHLAND, a general law city and municipal corporation of the State of California (the "CITY"), and JOSEPH HUGHES, an individual ("Employee" or the "City Manager"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment No. 2 is made with the respect to the following facts and purposes:
 - a. On February 28, 2006, the Parties entered into an Employment Agreement.
 - b. On June 26, 2007, the Parties entered into "Amendment No. 1 to February 28, 2006 Employment Agreement Between Joseph Hughes and City of Highland" (referred to as "Amendment No. 1"), amending the original Employment Agreement. The original Employment Agreement and Amendment No. 1 will be referred to collectively as "Employment Agreement."
 - c. The Parties now desire to amend the compensation, health and welfare benefits, and separation provisions of the Employment Agreement.
2. Subsection A "Base Salary" of Section 3 entitled "COMPENSATION" of the Employment Agreement is hereby amended to read as follows:

"A. Base Salary

 - (1) Employee's annual base salary shall be increased to \$215,442.00, effective January 29, 2020.
 - (2) A merit salary increase of other salary/benefit incentives, including (but not limited to) additional severance, will be considered by the City Council at annual performance reviews.
 - (3) Employee shall be paid at the same intervals and in the same manner as regular City employees."
3. Section 4(A) of the Employment Agreement entitled "HEALTH AND WELFARE BENEFITS" is hereby amended to add a new subsection 7 to read as follows:

"(7) Sick Leave Buy-Back. Employee shall be afforded a one-time offer to buy-back 100 hours of accrued Sick Leave at Employee's discretion. This is in addition to the leave buy-back provisions afforded to regular

management employees of the City and shall not reduce them in any way.”

4. Subsection B(2) “Termination and Removal” of Section 5 entitled “SEPARATION” of the Employment Agreement, is hereby amended to read as follows:

“B. Termination and Removal

(2) The City Council may remove Employee at any time, with or without cause, by a three-fifths vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed meeting of the City Council.”

5. Subsection C(1) “Severance” of Section 5 entitled “SEPARATION” of the Employment Agreement, is hereby amended to read as follows:

“C. Severance

(1) In the event Employee is terminated by the City Council without cause during such time that the Employee is willing and able to perform the City Manager’s duties under this Agreement, then in that event the City agrees to pay Employee a lump sum cash payment equal to nine (9) months’ base salary then in effect.”

6. Except for the changes specifically set forth herein, all other terms and conditions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Highland has caused this Amendment No. 2 to the Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this amendment to the Employment Agreement, both induplicate, the day and year first above written.

“CITY”

“CITY MANAGER”/“EMPLOYEE”

Larry McCallon, Mayor

Joseph Hughes

ATTEST:

City Clerk

APPROVED AS TO FORM:

Maricela E. Marroquin, City Attorney



STAFF REPORT

TO THE CITY COUNCIL

DATE: January 28, 2020

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer

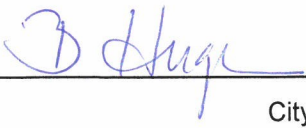
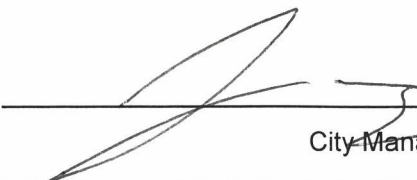
SUBJECT: Staff Agency Appointment-PARSAC.

RECOMMENDATION: That the City Council adopt Resolution No. 2020 ____ Appointing Chuck Dantuono, Director of Administrative Services/City Treasurer, as the City's Director to the Board of Directors of PARSAC, and Leticia Nava-Cruz, Senior Accountant, as the Alternate Director.

FISCAL IMPACT: None.

PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

BACKGROUND: Each member of PARSAC must appoint a Director and Alternate Director to PARSAC's Board of Directors. Chuck Dantuono will remain as the Director and Leticia "Tish" Nava-Cruz will remain as the Alternate Director. This is different from prior Resolutions in that it emphasizes that as Directors, the Director and Alternate Director have the ability to act on behalf of the City, a Member Agency of PARSAC, on all matters to come before the Board of Directors, as if the City itself were present and acting at such meeting.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>5</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

RESOLUTION NO. 2020 -

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HIGHLAND, CALIFORNIA, CONFIRMING THE APPOINTMENT
OF THE DIRECTOR AND ALTERNATE DIRECTOR TO THE PARSAC BOARD OF DIRECTORS
(RESCINDING RESOLUTION NO. 2019-002)**

WHEREAS, every member entity of PARSAC (Public Agency Risk Sharing Authority of California) must appoint a Director and Alternate Director to the PARSAC Board of Directors; and,

WHEREAS, the City of Highland is a member of PARSAC (Public Agency Risk Sharing Authority of California); and,

WHEREAS, Resolution No. 2020- appoints Chuck Dantuono, Director of Administrative Services/City Treasurer as the City's Director to the PARSAC Board of Directors and to serve at the pleasure of the City Council; and,

WHEREAS, Resolution No. 2020- appoints Leticia Nava-Cruz, Senior Accountant as the City's Alternate Director to the PARSAC Board of Directors and to serve at the pleasure of the City Council; and,

NOW THEREFORE, BE IT RESOLVED that the City Council hereby reaffirms the appointment of Chuck Dantuono to serve as its Director and appoints Leticia Nava-Cruz to serve as its Alternate Director on the PARSAC's Board of Directors, to act on behalf of the City, a Member Agency of PARSAC, on all matters to come before the Board of Directors, as if the City itself were present and acting at such meeting, and for such Director to be eligible for serving on the PARSAC Executive Committee.

APPROVED AND ADOPTED this 28th day of January, 2020.

Larry McCallon, Mayor

ATTEST:

Betty Hughes, City Clerk



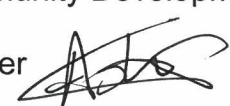
STAFF REPORT

TO THE CITY COUNCIL

DATE: January 28, 2020

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Lawrence A. Mainez, Community Development Director 
Kim Stater, Assistant Community Development Director 

PREPARED BY: Ash Syed, Associate Planner 

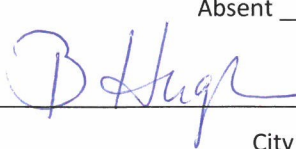
SUBJECT: An Application by Kristopher Sovers for the Mills Act Tax Adjustment Program

LOCATION: Highland Historical District
27156 Pacific Street, Highland, CA 92346
Assessor's Parcel Number: 1191-341-12

RECOMMENDATION: The Historic and Cultural Preservation Board recommends the City Council approve the Mills Act Agreement between the City of Highland and Mr. Kristopher Sovers for the property located at 27156 Pacific Street, Highland, CA 92346 for a term of ten (10) years.

FISCAL IMPACT: The Mills Act Program is a tax-based incentive program offered to qualified owners of historic properties. The Program reduces annual property taxes and allows the savings to be used for maintenance, preservation and restoration of the property. The reduction in taxes is calculated by the San Bernardino County Assessor's Office (Attachment 1 – Sample Mills Act Calculation).

Mills Act historic properties undergo a year-long, three-step appraisal process to determine tax savings for the fiscal year. On July 1st of each year, the Assessor's Office begins its assessment. Since Mr. Sovers' Mills Act application will be approved on January 14, 2020, the three-step appraisal process for his property will be complete on June 30, 2020, the end of the current fiscal year. Only then can the County Assessor provide an estimate for the tax savings Mr. Sovers would receive.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>6</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

Thus, only then will the exact tax reduction and its effect on Highland be known. The city currently has 4 active Mills Act contracts. The reduction in annual property tax received by the city is between \$500 and \$1,000 per property.

PREVIOUS ACTION: On December 5, 2019, the Historic and Cultural Preservation Board held a public meeting at which staff presented the Mills Act Application for Mr. Sovers' residence at 27156 Pacific Street, Highland, CA 92346. Following discussion regarding Mr. Sovers' request for the Mills Act property tax reduction and subsequent ten (10) year plan for maintaining and rehabilitating the home, the Historic and Cultural Preservation Board approved the Mills Act agreement, recommending that the City Council approve the agreement as well (Attachment 2 – Draft HCPB Minutes).

DESCRIPTION OF THE SITE: The Site is a contributing property within the Highland Historic District. It is located on the north side of Pacific Street, 200 feet west of the Pacific Street and Cole Avenue T-Junction (Attachment 3 – Area Map). Located on a 6,985 square foot lot, the single-story home offers 862 square feet of living space in addition to a detached garage/storage facility in the rear of the property. Constructed in 1898, the house features wood shingle siding, asphalt shingle roofing, and wide overhanging eaves supported by diagonal braces (Attachment 4 – Photos).

PROJECT REVIEW: The Mills Act Program, under State law, enables the City Council to enter into an Agreement with the owner of an historical property to reduce their annual property taxes and use the savings to preserve and rehabilitate their home. Maintenance can include, but is not limited to, exterior renovation, interior renovation, reconditioning of architectural features, painting, re-roofing, restoration of accessory structures, walls and fencing. Improvements must be made in compliance with the Secretary of the Interior's Standards.

The Agreement runs for a length of ten (10) years and is automatically renewed annually each following year unless canceled. When the owner requests an Agreement, the terms of the renovation must be approved by the Board and City Council. Once approved, the County Assessor will enact the tax reduction.

A Mills Act Agreement – Historic Property Preservation Agreement must be approved by the City Council and recorded to formalize the process. Based on their projected savings, the Applicants have provided a list of improvements to be made over the next ten (10) years. Proposed improvements are exterior, interior, landscape and hardscape. The cost of improvements exceeds the tax savings. The Historic and Cultural Preservation Board recommends approval of the Agreement with the attached list of improvements (Attachment 5 – Mills Act Agreement).

Attachments:

1. Sample Mills Act Calculation
2. Draft HCPB Minutes
3. Area Map
4. Photos
5. Mills Act Agreement

Attachment 1:

Sample Mills Act Calculation

**HYPOTHETICAL PROPERTY TAX
CALCULATION**
(SINGLE-FAMILY DWELLINGS/
CONDOS)

Current assessed valuation = \$ 250,000

Current taxes = \$ 3,125
($\$ 250,000 \times 0.0125$)

**Recalculation Using Mills Act
Assessment Method:**

Gross income = \$ 14,400
($\$ 1,200 \times 12 \text{ mo.}$)

Less expenses = \$ 2,000
(insurance, repairs, utilities)

Net income = \$ 12,400

Capitalization rate = 13.66%
Interest component at 6.75%
Historic property risk component at 4%
Amortization component at 1.67%
Property tax component at 1.24%
Total 13.66%

New valuation = \$90,776
(\$12,400)
(0.1366)

New taxes = \$ 1,135
($\$ 90,776 \times 0.0125$)

TOTAL SAVINGS OF \$ 1,990
IN ANNUAL PROPERTY TAXES

Attachment 2:

Draft HCPB Minutes

**MINUTES
HISTORIC AND CULTURAL PRESERVATION BOARD
REGULAR MEETING
December 5, 2019
5:00 P.M.**

CALL TO ORDER

The regular meeting of the Historic and Cultural Preservation Board of the City of Highland was called to order at 5:02 p.m. by Chair Mauricio at the Donahue Council Chambers, 27215 Base Line, Highland, California.

Present: Chair Tony Mauricio
 Vice Chair Patrick Sandford
 Member Pam Bible
 Member Lewis Cantrell

Absent: Member Colin Childs (arrived at 5:08 p.m.)

Staff Present: Kim Stater, Assistant Community Development Director
 Ash Syed, Associate Planner
 Nancy Stewart, Administrative Assistant III
 Shannon Wisniewski, Administrative Assistant III

The Pledge of Allegiance was led by Member Cantrell.

COMMUNITY INPUT

None

CONSENT CALENDAR

1. Minutes from October 3, 2019 Regular Meeting

A MOTION was made by Member Bible, seconded by Vice Chair Sandford, to approve the minutes, as submitted. Motion carried, 4-0, with Member Childs being absent.

BUSINESS ITEMS

2. An Application by Kristopher Sovers for the Mills Act Tax Adjustment Program.

Associate Planner Syed gave a brief presentation of the staff report. On page 18, the address listed in bold is incorrect and will be corrected.

Member Childs arrived at 5:08 p.m.

Applicant Kristopher Sovers addressed the Board and answered questions regarding planned improvements to his home.

A MOTION was made by Member Bible, seconded by Member Childs, to recommend the City Council approve the Mills Act Agreement application. Motion carried, 5-0.

3. Preparation for the 24th Annual Citrus Harvest Festival.

Associate Planner Syed presented the staff report.

The pros and cons of the 2018 vs. 2019 festival layout were discussed at length. Items addressed included the Palm Avenue businesses, the car show, the 2019 festival vendor survey, and the placement of the stage, food vendor booths and historic demonstrators. A modified layout was proposed utilizing the 2019 festival layout, placing the historic demonstrators on the west side of Palm between Main and Pacific across from the businesses.

A MOTION was made by Member Childs, seconded by Member Bible, to vote on the amended layout using part of Palm for the historic demonstrators in front the businesses. Motion carried, 3-2, with Chair Mauricio and Vice Chair Sandford dissenting.

Further discussion regarding the upcoming Harvest Festival followed, which included the home walking tour, the schedule of events and entertainment, and festival honorees.

4. A status of Certificate of Appropriateness Applications for properties within the Highland Historic District.

Member Bible recused herself, leaving the dais at 6:04 p.m.

Associate Planner Syed gave a review of the staff report, which was received and filed.

Member Bible returned to the dais at 6:06 p.m.

5. Agenda Items and date for next Historic and Cultural Preservation Board (HCPB) Special Meeting scheduled for January 2, 2020.

A Special Study Session will be held on January 2, 2020, to further discuss preparations for the Citrus Harvest Festival.

ANNOUNCEMENTS

Member Lewis Cantrell, formerly serving on the Public Nuisance Hearing Board, was introduced and welcomed.

Administrative Assistant III Stewart will be retiring at year end. Administrative Assistant III Wisniewski was introduced and will be filling in until a replacement is hired.

Attachment 3:

Area Map



Attachment 4:

Photos

























Attachment 5:

Mills Act Agreement

RECORDING REQUESTED BY:

City of Highland

WHEN RECORDED, RETURN TO:

City Clerk
City of Highland
27215 Base Line
Highland, CA 92346

Space Above This Line for Recorder's Use

MILLS ACT AGREEMENT

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, is made and entered into this **28th** day of **January, 2020**, by and between the City of Highland, a municipal corporation (hereinafter referred to as the "City") and **Kristopher Sovers** hereinafter referred to as the "owner").

W I T N E S S E T H:

A. Recitals

- (i) California Government Code Section 50280, *et. seq.* authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so as to retain its characteristics as property of historical significance;
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, common known as and generally located at the street address **27156 Pacific Street, Highland, CA 92346**, Highland, California, (hereinafter such property shall be referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as Exhibit "A" and is incorporated herein by this reference;
- (iii) The subject property is a contributing property of the Highland Historic District as defined by the City's General Plan and City of Highland Historic District;
- (iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement

both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to the Provisions of Chapter 3, of Part 2, of Division 1 of the California Revenue and Taxation Code.

B. Agreement

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on _____, ____ and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in Paragraph 2, below.
2. Renewal. Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "Renewal Date") a year shall automatically be added to the initial term of this Agreement unless notice of non-renewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of non-renewal of the Agreement on the other party in advance of the annual Renewal Date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual Renewal Date, or served by City to Owner at least sixty (60) days prior to the annual Renewal Date, one (1) year shall automatically be added to the term of the Agreement. If either City or Owner serves notice to the other of non-renewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.
3. Assessment of Valuation. As stated in Subsection (iv) of Section A (Recitals) the benefit to the Owner entails the provision of property tax relief according to the "capitalization of income" method set out in Revenue and Tax Code Section 439.2.
4. Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:
 - a. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto, marked as Exhibit "B", and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

- b. Owner shall, where necessary, restore and rehabilitate the Property according to the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and in accordance with the attached schedule of home improvements, drafted by the applicant and approved by the City Council, attached hereto as Exhibit "C".
5. Provision of Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.
6. Cancellation. If the City determines that a property owner has breached any of the conditions of the contract or the property no longer meets the standards for a qualified historical property, the City may (1) bring an action in court to enforce the contract by specific performance or injunction or, (2) cancel the contract after providing notice and a public hearing in accordance with California Government Code Sections 50285 and 50286, as the same may be amended from time to time. In the event of cancellation, the property owner is subject to a fee equal to 12.5% of the fair market value of the property at the time of cancellation.
7. Enforcement of Agreement. In lieu of and/or addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement by Owner by giving written notice to Owner by registered or certified mail addressed to the address stated in this Agreement. If the violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if it is not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days provided that acts to cure the breach or default may be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, State or Federal for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate.

City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default herein under.

8. Binding Effect of Agreement. The Owner hereby subjects the Historic Property described in Exhibit "A" hereto the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Historic Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

9. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City: City of Highland
 Community Development Department
 27215 Base Line
 Highland, CA 92346

To Owner: **Kristopher Sovers**
 27156 Pacific Street
 Highland, CA 92346

10. General Provisions.
- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of the heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connections with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications of other documents for the Historic Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.
- g. The property must undergo a full interior and exterior inspection prior to a new agreement going into effect, and every five years thereafter.
- h. The effective agreement shall be made binding upon and inure to the benefit of the property owner's successors-in-interest

11. Recordation. No later than twenty (20) days after parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of San Bernardino.
12. Amendments. This Agreement may be amended, in whole or in part, only be a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year written above.

CITY OF HIGHLAND

OWNER

Larry McCallon, Mayor

Kristopher Sovers

ATTEST:

Betty Hughes, MMC
City Clerk

Notary

EXHIBIT "A"

27156 PACIFIC STREET, HIGHLAND, CA 92346

ASSESSOR'S PARCEL NUMBER: 1191-341-12

LEGAL DESCRIPTION OF HISTORIC PROPERTY

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 1, NORTH, RANGE, 3, WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

BEGINNING AT A POINT 125 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE WEST 50 FEET; THENCE NORTH 160 FEET; THENCE EAST 50 FEET; THENCE SOUTH 160 FEET, TO THE POINT OF BEGINNING.

EXHIBIT “B”

THE SECRETARY OF THE INTERIOR’S STANDARDS FOR REHABILITATION

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development such as adding conjectural features or architectural elements from other buildings shall not be undertaken.
1. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
2. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
3. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be impaired.

EXHIBIT "C"

POTENTIAL HOME IMPROVEMENTS

MILLS ACT AGREEMENT

The following is a list of improvement projects planned to be completed over the ten (10) year term of the contract. These will prevent deterioration of the house, make it more comfortable to use, while, maintaining its historical appearance and character.

1. Year 1 - 3:
 - a. Replacement of "tube and knob" electrical
 - b. Flooring in master bedroom needs replaced from vinyl
 - c. Water heater replaced
 - d. Exterior House painting
 - e. Exterior Detached Garage painting
 - f. Fascia board Repair
 - g. Missing brick caps Replaced
 - h. Landscape front yard for better curb appeal
2. Year 4-6:
 - a. Porch Floor Repair
 - b. Window Replacement
 - c. Brick wall repair
 - d. Drainage Area repair
 - e. Galvanized plumbing pipes replaced
 - f. Repair interior doors
 - g. Install trim in Bathroom
 - h. Replace Carpet in two bedrooms
3. Year 7 - 10:
 - a. Replace non Historic Front Door
 - b. Concrete walk way Repair
 - c. Driveway replacement
 - d. Interior House Painting



STAFF REPORT

TO THE CITY COUNCIL

DATE: January 28, 2020

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Lawrence A. Mainez, Community Development Director
Ernie Wong, Public Works Director/City Engineer
Carlos Zamano, Assistant Public Works Director *EW Lamy*

PREPARED BY: Salvador Quintanilla, Associate Planner *SQA*

SUBJECT: Application of Recreation Trails Program (RTP) funds

LOCATION: Natural Parkland Trail, located easterly of Aplin Street and northerly of Base Line

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt City Council Resolution No. 2020- _____, authorizing staff to submit an application for, and receipt of, RTP Grant Funds; and
2. Authorize the City Manager or his designee to execute any documents necessary or appropriate as required for application or receipt of the RTP Grant.

FISCAL IMPACT: The maximum award amount is based on a point scale of the application which is determined by the State of California, Department of Parks and Recreation. Based on the current funds available, the City of Highland is eligible to receive up to \$1,560,000 in funding which may be used for the construction of a new trail, renovation of existing trails, an observation facility, and installation of new interpretative signs. Additionally, the City will have to participate in the RTP match amount which is based on the cost of the total RTP Project. The maximum amount of RTP funds allowed for

Approved _____	Motion _____	Second _____	Agenda Item No. <u>7</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

each Project is 88%. The City (Applicant) is responsible for providing a match amount that is a minimum of 12%. To satisfy the grant's matching fund requirement, staff recommends utilizing (1) the \$100,000 & \$10,000 General Capital Financing funds budgeted for Fiscal Year 19/20 and Fiscal Year 20/21 respectively for trails maintenance (Capital Construction Account 023-3890-4592), and (2) \$102,725 unbudgeted amount out of the \$719,561 current fund balance of Park Development Impact Fee (DIF) that can be used for trail improvements. These \$212,725 local match amount will allow the City to obtain the full \$1,560,000 RTP grant funds to be used to improve the City's Natural Parkland trail system. Unknown costs will include potential CEQA and NEPA exemption documentation.

PUBLIC NOTICE: As required by City Council Resolution, notice of the Agenda was posted at the City's designated posting locations and the Agenda was also posted on the City's website. No further notice is required.

BACKGROUND: The Recreational Trails Program (RTP) provides funds annually for recreational trails and trails-related projects. The RTP is administered at the federal level by the Federal Highway Administration (FHWA). It is administered at the state level by the California Department of Parks and Recreation (DPR) and the Department of Transportation (Caltrans) Active Transportation Program (ATP). Non-motorized DPR projects are administered by the Office of Grants and Local Services.

Approximately seventy percent (70%) of the funds received by California will be available for non-motorized projects on a competitive basis to cities, counties, districts, state agencies, federal agencies and nonprofit organizations with management responsibilities over public lands. Additionally, at least one-half of the funds for non-motorized trails will be available only to cities, counties, districts and nonprofit organizations with management responsibilities over public lands.

The California Department of Parks and Recreation recently released a call for grant funding available through the RTP. Eligible trail development projects include but are not limited to:

- Construction of new trails or expanding/linking trails
- Renovating of existing trails
- Construction of pedestrian bridges over roads and waterways
- Development of Trailheads Facilities
- Development of Trailside Features
- Landscaping and Habitat Restoration

ANALYSIS: In effort to renovate and expand our trails throughout the City, staff will be applying for a grant (Non-motorized Project) to receive funds to renovate existing trails in the Natural Parkland area under the RTP. This funding will help the City in providing safe, flexible, accessible, and efficient trail system for the residents of the City. The funding will provide much needed improvements to update the existing trails and proposed trails. This improvement will make it user friendly to the adjacent residents and

the rest of the community.

Based on the grant guidelines, staff has selected the Natural Parkland for the grant funding. The following are some of ideas staff is considering using the RTP funds:

1. Provide additional interpretive signs that will give information on the trail and history of the City along the Natural Parkland.
2. Renovate portions of the trails that have been damage from recent storm events and implement long term measures to prevent further damage.
3. Expand and link the existing trail to other trails
4. Construct drainage barriers to minimize the erosion on the existing and proposed trials.
5. Renovate existing trail heads to be compliant with the American with Disabilities Act (ADA).

Attachment:

1. **City Council Resolution No. 2020-_____**

ATTACHMENT 1

RESOLUTION NO. 2020-0__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS
FROM THE RECREATIONAL TRAILS PROGRAM**

WHEREAS, the “Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users” provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and

WHEREAS, the Applicant will enter into Contract with the State of California to complete the Project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

1. Approves the filing of an Application for the Recreational Trails Program; and
2. Certifies that the Project is consistent with the Applicant's general plan or equivalent planning document; and
3. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this Application, sufficient funds to operate and maintain the Project(s); and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the City Manager or his designee as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment request and so on, which may be necessary for the completion of the Project.
6. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED AND ADOPTED this 28th day of January 2020.

Larry McCallon
Mayor

ATTEST:

Betty Hughes, MMC
City Clerk

APPROVED AS TO FORM:

Maricela Marroquin
City Attorney



STAFF REPORT

TO THE CITY COUNCIL

DATE: January 28, 2020

FROM: Joseph Hughes, City Manager

REVIEWED BY: Ernest Wong, Public Works Director/City Engineer *EW*

PREPARED BY: Paul Nguyen, Project Manager *PN*

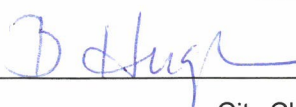
SUBJECT: Design Services Proposal/TKE Engineering, Inc.
Pacific Street Pavement Rehabilitation Project (Project No. str20002)

RECOMMENDATION: It is recommended that the City Council:

1. Approve the proposal from TKE Engineering, Inc. to provide design services for Pacific Street Pavement Rehabilitation Project (Project No. str20002)
2. Authorize the City Manager to approve contract amendments up to 10% of the contract amount.

FISCAL IMPACT: The proposed fee, based on actual time and material, is not-to-exceed \$177,568.00 and is funded using a combination of:

▪ City of Highland 2007 RDA Funds	\$ 109,263.00
▪ City of San Bernardino per Agreement 5/10/2016 (Project #6), Highland Historic District Design	\$ 22,111.00
▪ City of San Bernardino per Agreement 9/24/2018 (Project #2) Pacific St. (Victoria Ave. – Palm Ave.) Pavement Rehab	\$ 36,232.00
▪ City of San Bernardino per Agreement 9/24/2018 (Project #3) Pacific St. (Palm Ave. – Church St.) Pavement Rehab	\$ 9,962.00
	<u>\$ 177,568.00</u>

Approved _____	Motion _____	Second _____	Agenda Item No. <u>8</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

The 10% contingency amounts of \$17,757, if needed to cover any additional services as requested by City staff during the course of the project, will be funded proportionally out of the funds stated above.

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 No. str20002 encompasses realignment and pavement rehabilitation of Pacific Street from Palm Avenue to Church Avenue (see attached map). This project is part of a future larger project, which aims to construct various improvements to the City's Historic District. This future larger project includes pavement and drainage improvements of Pacific Street from Victoria Avenue to Church Avenue and Palm Avenue from Main Street to the 210 Freeway, including construction of a new roundabout at the Pacific Street/Palm Avenue intersection, and restriping of Pacific Street from Guthrie Street to Palm Avenue to create new bike lanes. To meet the design criteria and alignment of the roundabout, additional rights-of-way will need to be acquired from private properties and SBCTA. Since this project involves capital improvements in both Highland and San Bernardino, the two cities have executed two cooperative agreements for this project and other street improvement projects on May 10, 2016 and on September 24, 2018. The former agreement includes design for the future larger project and the later one includes design and construction for Project str20002.

Staff solicited a proposal from TKE Engineering for Project str20002. The proposed scope of work includes records research, survey, utility coordination, preparation of plans, specifications and estimates, and bid assistance. Because the pavement rehabilitation design for Project str20002 involves realignment of Pacific Street near Palm Avenue, TKE's proposal also includes development of the preliminary design for the ultimate improvements that include a roundabout. This is necessary in order to establish horizontal and vertical controls for Project str20002 and the future larger project. This effort would minimize throw-away interim improvements when the future larger project is implemented to match the pavement improvement to be constructed under Project str20002.

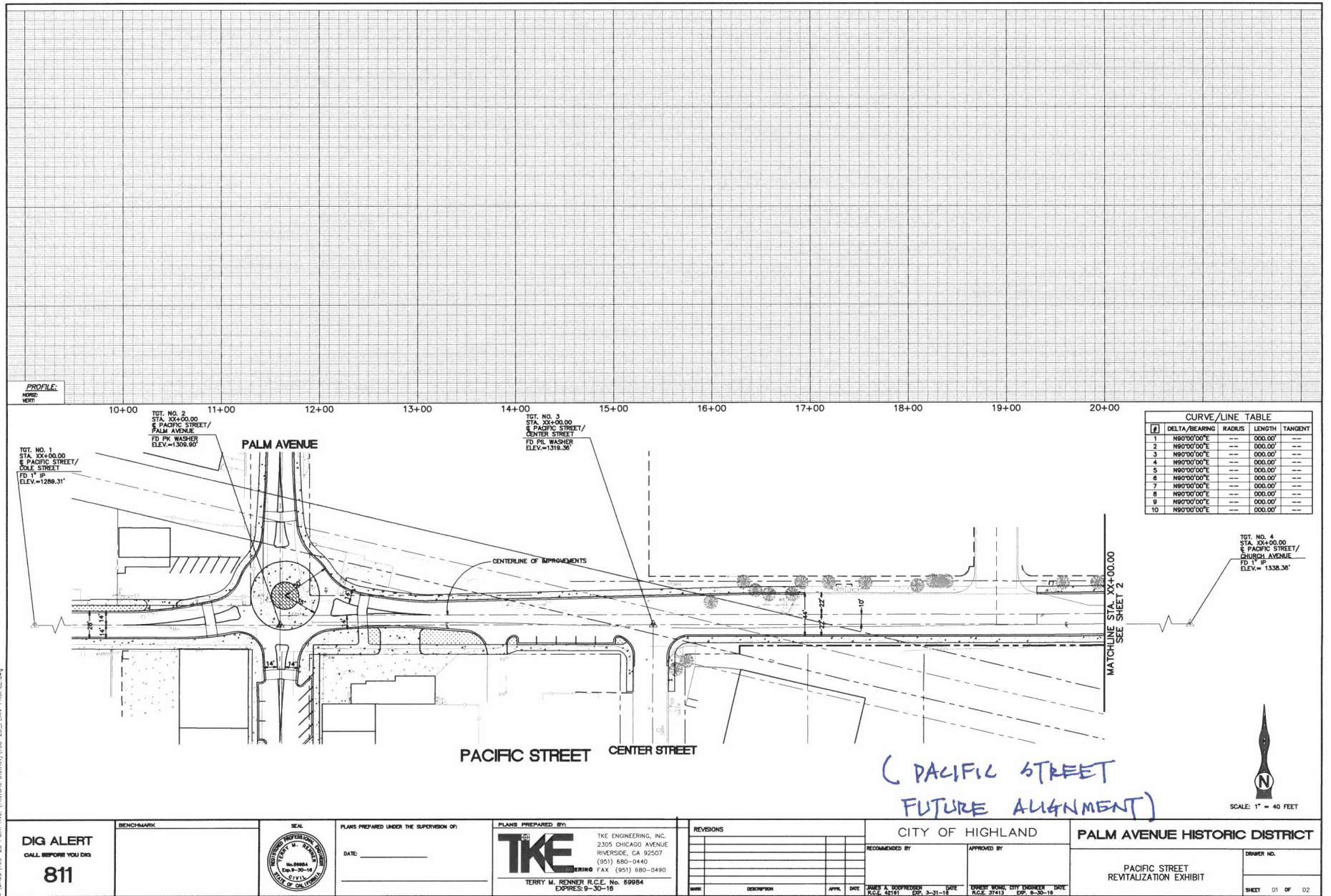
TKE Engineering has an on-going contract with the City for various engineering support services. They have an experienced team in Riverside to provide the required services for both projects. Staff has reviewed their proposed scope of work and fee and found them reasonable.



PROJECT LOCATION MAP str20002



S:\CADD\1318-28 Palm Ave. (Historic District)\1318-28_PALM-PROFILE.dwg





T K E E N G I N E E R I N G , I N C .

December 18, 2019

Carlos Zamano, P.E., Assistant Public Works Director
CITY OF HIGHLAND
27215 Base Line
Highland, CA 92346

Subject: Design of the Pacific Street Pavement Rehabilitation (Including the Historic District) Project

Dear Mr. Zamano:

TKE Engineering, Inc. is pleased to provide a proposal for professional engineering design services to the City of Highland (City). The City desires to retain professional engineering services for design of pavement rehabilitation along Pacific Street between Victoria Avenue and Church Avenue. The project includes pavement rehabilitation along portions of Pacific Street between 300 feet west of Palm Avenue and Church Avenue that will have future street improvements which will consist of a roundabout and street widening. The future improvements will likely include street reprofiling from the current elevations, therefore, the current project will include preliminary design to identify future street grades and alignments so that the currently constructed improvements will not require removal during construction of ultimate street improvements.

We value our relationship with the City and hope to continue our partnership for this project. TKE's Scope of Services and Fee is presented in the following paragraphs:

SCOPE OF WORK

TKE will provide project management and design services in three progressive phases, 65% Level Completion, 95% Level Completion and 100% Level Completion. TKE's scope of services is presented in the following paragraphs:

Task No. 1 Project Management

TKE will manage project delivery with our proven approach. It includes our project manager, Terry Renner, being responsible for all services provided by the project team. His long history of managing projects has resulted in numerous successful public works projects. He will attend all meetings on behalf of the project team.

Project management includes meetings with staff to ensure critical decisions are presented to the City for direction at appropriate times, meetings and communications with the project team, field reviews of the site at various stages of design, funding and design coordination, meeting with utility agencies, and regular review of project schedule and budget.

Task No. 2 Initial 'Kick Off' Meeting

Prior to commencement of services, we propose to meet City staff to review project obligations and to discuss all project requirements in detail. TKE's Project Manager will attend the meeting to determine project protocol and obtain City record drawings.

Task No. 3 Records Research

We will thoroughly research existing utility records and acquire copies of all available records. The purpose of the records research is to assemble survey records to establish locations of street centerlines, street rights-of-way, and easements and determine locations of all existing utilities and improvements. The research will consist of assembling copies of assessors' maps, tract maps, parcel maps, easement documents, monument ties, benchmark data, corner records, street improvement plans, and utility drawings. We will request the City provide copies of available pertinent City records, such as survey ties, benchmarks, and street, and/or storm drain improvement plans.

We will notify Underground Service Alert to acquire a complete list of underground utility purveyors. The utility drawings will include existing drawings from the City, and drawings and/or atlas maps from all private utility companies, and/or agencies. We will confer and coordinate with the following agencies as well as any additional agencies listed in the Underground Service Alert:

- East Valley Water District
- Verizon Telephone
- AT&T and PacBell
- Sprint
- Southern California Gas Co.
- Southern California Edison
- Time Warner Cable Television

We will send first utility notice letters to all listed utility companies and agencies requesting their data. We will maintain copies of the letters and correspondence for future reference. We shall also provide the City with a complete copy of all correspondence with all utility companies.

Task No. 4 Survey

TKE will conduct a supplemental conventional design survey of the project area beyond areas already surveyed, where precise elevations are required to match existing improvements and collect the geometric information necessary to create base mapping for the project limits. The survey will extend up to existing building footprints to ensure sufficient grade information is collected to adequately prepare ultimate design grades.

Our field survey crews will locate existing street centerline monuments. The crew will measure horizontal angle, horizontal distance, and vertical elevation difference between monuments. We will complete a traverse for each survey to ensure closure. Our crews will set 100-foot stationing along street centerlines and measure existing topography as needed to provide sufficient level of detail for precise design. In addition, we will collect 50-foot cross sections along the proposed street alignments with shots extending 10-feet beyond full width right-of-way on each side. Survey data will include trees over 2-inches in diameter, buildings, walkways, sidewalks, access ramps, driveways, curbs, gutters, cross gutters, edge of pavement, asphalt berms, fire hydrants, water valves, manholes, water meters, signs, street lights, power poles, mailboxes, walls, fences, structure, traffic signal poles and all other visible features.

Task No. 5 Base Construction Drawings

We will prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD 2019 software at a drawing scale of 1"=40' for the pavement rehabilitation work. The base construction drawings will include a plan view based on conventional survey data. We will add the sheet north arrow, graphic scale, existing improvements and utilities (based on both assembled records and field data), property lines, public and private right-of-way, easement areas, assessor parcel numbers, street centerline, street names, building locations, water service location; sewer manhole lids and water valve lids; cross gutters; driveways, pedestrian ramps; traffic stripes and legends; curb returns; details of private improvements, fences, gates, irrigation systems, mailboxes, trees and landscaping, and survey data to the plan view portion of the drawings. Once the base drawings are complete, we will perform a careful field review to ensure all underground facilities are shown correctly.

Task No. 6 30% Preliminary Design

Using the topographic mapping, TKE will prepare preliminary design concepts that will analyze environmental impacts, impacts to adjacent properties and developments, impacts to adjacent streets, conveyance of offsite drainage, street drainage, earthwork, utility relocations, slope and temporary construction easements, traffic impacts, constructability reviews and future street improvements. The analysis will extend along Pacific Street from Church Avenue to Palm Avenue and will include the analysis of the future roundabout. Preliminary roundabout design will be performed to establish future grading for the roundabout improvements to minimize removals of improvements constructed with the future project. The analysis will include a report identifying potential impacts, mitigation requirements and quantities as appropriate for each item listed above and will include preliminary engineer's estimate.

Task No. 7 Right-of-Way Map

We will prepare and maintain a right-of-way acquisition map for City use with ultimate right-of-way acquisition. The map will show all required rights-of-way for project construction. The map will be prepared on a 24" by 36" sheet with City Standard title block using AutoCAD 2019 software at an appropriate drawing scale. All parcels will be identified with Assessor Parcel Number, width of required right-of-way acquisition and total acquisition area.

Task No. 8 65% Design

65% Design will include preparation of preliminary construction drawings, preliminary technical specifications, and preliminary construction estimates.

For the area where future street and roundabout improvements will be constructed, TKE will prepare preliminary design to establish the vertical alignment of the future street and roundabout. The preliminary design will show proposed street geometrics including locations of proposed curb, gutter, sidewalk, on street parking, roundabout configuration, ADA access ramps, drive approaches, bike lanes, asphalt concrete pavement, signage, and striping. In addition, preliminary street grades will be prepared to establish project grading requirements.

For the pavement rehabilitation project limits, construction drawings will show proposed street rehabilitation strategies. Proposed improvements will be designed in accordance with the City's current approved capital improvements budget. The proposed improvements will be designed to minimize removals, grading and earthwork.

For the drawings, we will prepare a title sheet, construction sheets, and striping sheets.

The title sheet shall include the title of the job, a vicinity map showing the City in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction notes and quantities, an index for the drawings, list of utilities with phone numbers, general construction notes and references on the City's standard title block.

The construction sheets will show existing improvement demolition including limits of removals, saw cutting locations and relocations of private improvements and utility facilities, if required and proposed pavement rehabilitation strategies and limits.

The signing and striping sheets will include all required pavement markings, bike lane stripes, vehicular lane stripes and signage in accordance with the MUTCD, California supplement and all other applicable City requirements, for the project limits. The sheets will be prepared at 1"=40' scale and include full geometrical layouts at each intersection.

For the specifications, we will amend the City Standards Specifications, Bid Proposal and Technical Provisions as required for the projects. The construction specifications will be prepared in Microsoft Word format in accordance with City standards.

In addition, we will prepare quantity estimates for all proposed improvements prepared using an excel spreadsheet showing an itemized construction cost breakdown. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

Task No. 9 Coordination with Agencies/ Utilities

After 65% design is complete, plans will be sent to agencies having facilities in the project areas requesting that they verify their facilities are shown correctly and that they furnish any construction requirements they desire. We will highlight each agency's facilities and advise each of potential conflicts and relocation requirements. We will request that they respond within two weeks and we will follow up with telephone calls to confirm all agency requirements have been incorporated. We will document all conferences with utilities and agencies and copy the City via e-mail.

Task No. 10 Permit Acquisition

After the 65% design review meeting, TKE will begin application preparation for required permits. Applicable permits include:

- **City of San Bernardino Encroachment Permit-** Encroachment and excavation permits from the City of San Bernardino will be required for construction of the street improvements. TKE has an extensive history working with the City of San Bernardino on related encroachment and excavation permits and is familiar with the City requirements and processes. The permit process will require three weeks to acquire. The contractor will be required to prepare traffic control plans prior to final issuance of the permits.

Task No. 11 65% Design Review Meeting

Upon completion of 65% Design, TKE will forward three copies of plans, specifications and estimates to the City for review. After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Task No. 12 95% Design

95% design will include incorporation of City comments, final pavement rehabilitation design, signing and striping plans.

We will verify that the project will comply with ADA design requirements and that adequate drainage will be achieved.

95% Design will be submitted with a project summary memorandum together with updated project specifications and estimates.

Task No. 13 95% Design Review Meeting

Upon completion of 95% Design, TKE will forward three copies of plans, specifications and estimates to the City for review. After the City has completed its review, we will meet with City staff to acquire Staff's comments.

Task No. 14 100% Design

Final design will include incorporation of City comments, final plans, specifications, and estimates, ready for public bidding. Final documents will include mylars and hard copy specifications with signatures and electronic copies of final documents.

Final Design will be submitted with a project summary memorandum together with an updated project schedule, additional stakeholder meeting summary, and internal plan review documentation.

Task No. 15 Final Coordination with Agencies/Utilities

After the final drawings are approved by the City, we will again submit them to all agencies/utilities having underground facilities in the project area requesting that they verify their facilities are shown correctly and we will advise them of the project construction schedule and relocation requirements. In addition, we will coordinate final relocation construction prior to project bidding. We will document all meetings and conferences with utilities and agencies.

Schedule

TKE will provide the design services in accordance with the design schedule provided below or as required by the City. TKE is committed to meeting the City's desired schedule for the project and will be able to complete all design service as required by the City.

Fee

TKE's fee to provide the scope of service described above is shown in the attached fee table breakdown. TKE will invoice monthly in accordance with our attached rate schedule and will not exceed our fee without prior approval from the City.

Again, thank you for the opportunity to submit our proposal to provide professional on-call engineering design services. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



Terry Renner, P.E., Q.S.D.
Senior Vice President
TKE ENGINEERING, INC.

Attachment: Design Schedule
 Fee Table Breakdown

City of Highland
Engineering Services for Pavement Rehabilitation Pacific Street (Historic District)
City of Highland Project No. str14003
Fee Schedule Breakdown

Task No.	Task	Project Manager		Project Engineer		Assistant Engineer/Designer		Clerical		Survey Crew		Total
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
1.	Project Management	24	\$ 3,600	40	\$ 5,600		\$ -	40	\$ 3,000		\$ -	\$ 12,200
2.	Initial 'Kick Off' Meeting	2	\$ 300	4	\$ 560		\$ -	3	\$ 225		\$ -	\$ 1,085
3.	Records Research		\$ -	4	\$ 560	8	\$ 960	16	\$ 1,200		\$ -	\$ 2,720
4.	Survey		\$ -	2	\$ 280	16	\$ 1,920		\$ -	54	\$ 12,420	\$ 14,620
5.	Base Construction Drawings	2	\$ 300	24	\$ 3,360	80	\$ 9,600	4	\$ 300		\$ -	\$ 13,560
6.	30% Preliminary Design	40	\$ 6,000	80	\$ 11,200	160	\$ 19,200	24	\$ 1,800		\$ -	\$ 38,200
7.	Right-of-Way Map	2	\$ 300	4	\$ 560	8	\$ 960	2	\$ 150		\$ -	\$ 1,970
8.	65% Design	80	\$ 12,000	120	\$ 16,800	200	\$ 24,000	80	\$ 6,000		\$ -	\$ 58,800
9.	Coordination with Agencies/Utilities	2	\$ 300	4	\$ 560	2	\$ 240	8	\$ 600		\$ -	\$ 1,700
10.	Permit Acquisition	2	\$ 300	8	\$ 1,120	16	\$ 1,920	8	\$ 600		\$ -	\$ 3,940
11.	65% Design Review Meeting	2	\$ 300	4	\$ 560		\$ -	2	\$ 150		\$ -	\$ 1,010
12.	95% Design	8	\$ 1,200	24	\$ 3,360	40	\$ 4,800	40	\$ 3,000		\$ -	\$ 12,360
13.	95% Design Review Meeting	2	\$ 300	4	\$ 560		\$ -	2	\$ 150		\$ -	\$ 1,010
14.	Final Design	4	\$ 600	16	\$ 2,240	24	\$ 2,880	24	\$ 1,800		\$ -	\$ 7,520
15.	Final Coordination with Agencies/Utilities	2	\$ 300	4	\$ 560	2	\$ 240	8	\$ 600		\$ -	\$ 1,700
Subtotal:		172	\$ 25,800	342	\$ 47,880	556	\$ 66,720	261	\$ 19,575	54	\$ 12,420	\$ 172,395
											Reimbursables(@3%) ^{1.)}:	
											\$ 5,173	
											Total: \$ 177,568	

Rates:

Project Manager	\$ 150 /HR
Project Engineer	\$ 140 /HR
Assistant Engineer/Designer	\$ 120 /HR
Clerical	\$ 75 /HR
2-Man Survey Crew	\$ 230 /HR

Notes:

1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.

TKE Engineering, Inc.



STAFF REPORT

TO THE CITY COUNCIL

DATE: January 28, 2020

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Miller Park Amphitheater Veterans Memorial – City of Fontana

RECOMMENDATION: That the City Council review the City of Fontana's Request to Nominate an Individual to be Honored on the Veterans Memorial in Fontana

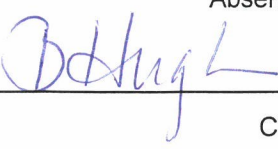
FISCAL IMPACT: None

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: Attached is a letter from the City of Fontana inviting City Council to nominate an individual from Highland to be honored on their Veterans Memorial during their unveiling of the Miller Park Amphitheater Veterans Memorial. The first plaque is provided by the City of Fontana.

In late 2018, the City Council nominated Daniel D. Yarnell for the Grand Terrace Veterans Wall.

c:\users\bhughes\documents\my documents\staffreports\2020 fontana veterans wall sr.doc

Approved _____	Motion _____	Second _____	Agenda Item No. <u>9</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	



Mayor Acquanetta Warren

January 13th, 2020

Greetings Mayor McCallon,

The City of Fontana cordially invites the City of Highland, its City Council and colleagues to the unveiling of our Miller Park Amphitheater Veterans Memorial on April 18, 2020. In honor of those who have served in the U.S. Armed Forces not only from Fontana, but its neighboring communities, we would like to invite the City of Highland to take part in the celebration by nominating a Veteran from your City to be recognized with an engraved brick that will lay for years to come along the memorial.

The ceremony will be in the afternoon with light refreshments and entertainment to follow. Miller Park is located at 17004 Arrow Blvd. Fontana, CA, 92335. A formal invitation will follow.

Veterans have always been a part of Fontana's history and this project is a token of our appreciation for those who have served in the U.S. Armed Services. The City of Fontana is honored to recognize the sacrifices made by these men and women.

The memorial includes eight granite walls with engraved bricks placed on the walking path alongside the memorial. Each wall represents a conflict our Veterans have served in, along with a representative picture, dates, number of personnel involved, number killed in action, and the number of wounded. It's to be a lasting tribute to our heroes that will proudly stand in the heart of our City as an inspiration for future generations.

The City of Fontana will follow-up with you over the next couple of weeks to confirm your participation. We ask that your nomination be in by January 30th, 2020. Please submit the form below with the according specifications.

Should you have any questions regarding this correspondence, please feel free to contact the City Manager's office at (909) 350-7653. Submissions by mail should be sent to: Veterans Memorial, City of Fontana, 8353 Sierra Avenue, Fontana, CA 92335 or emailed to truiz@fontana.org.

Sincerely,

Acquanetta Warren
Mayor

cc: Michael Milhiser, City Manager

Submission Instructions -

The nominations are to be only three lines, with a total of 18 characters each line, punctuation and spaces included, we suggest:

Line 1: Name

Line 2: Branch

Line 3: Their years of service

EX.)

Name:-----John-Doe-----

Branch:---U.S.-Marines---

Years of Service:-23-Yrs-of-Service

The page contains three horizontal rows of rectangular boxes, intended for students to write their answers. Each row consists of ten identical, empty square-like boxes placed side-by-side.



STAFF REPORT

TO THE CITY COUNCIL

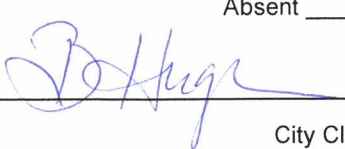
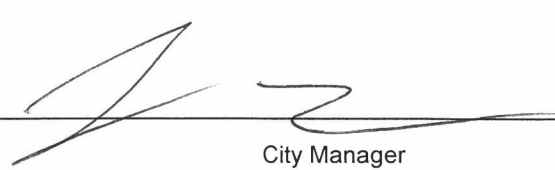
DATE: January 28, 2020

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

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

RECOMMENDATION: Discussion and possible action.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>10</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	



STAFF REPORT

TO THE CITY COUNCIL

DATE: January 28, 2020

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Council Member Comments
(Agency/Committee/AB1234 Reports, District Updates, etc.)

RECOMMENDATION: Discussion and possible action.

Approved _____ Motion _____
Denied _____ Ayes _____
Continued _____ Noes _____
Tabled _____ Abstain _____
Absent _____

Second _____ Agenda Item No. 11

File No. _____

City Clerk

City Manager