

# CITY OF HIGHLAND REGULAR MEETING OF THE CITY COUNCIL AGENDA

## REGULAR MEETING

September 8, 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

Carlos Zamano - 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](http://www.cityofhighland.org)

**The 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.

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### **SPECIAL NOTICE REGARDING COVID-19**

In accordance with Governor Newsom's Executive Order N-25-20 and N-29-20, this meeting is being conducted via teleconference/Zoom. Anyone can join the meeting virtually or by phone:

To join the Zoom meeting online: <https://zoom.us/j/94901287207>

- Listen to the meeting by calling (669) 900-9128 and enter the Meeting ID: 949 0128 7207#

Toll free phone numbers:

(877) 853-5247 or (888) 788-0099  
Meeting ID: 949 0128 7207#

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Submission of Public Comments: For those wishing to make public comments at the September 8, 2020 Council meeting regarding consent calendar items or any matter not listed on the agenda, please submit your comments by email to be read aloud at the meeting by the City Clerk. Email comments must be submitted by 5:00 p.m. on September 8, 2020 to the City Clerk at [publiccomment@cityofhighland.org](mailto:publiccomment@cityofhighland.org). If you are making a comment regarding an item on the agenda, please identify the agenda item in the subject line.

All email comments shall be subject to the same rules as would otherwise govern speaker comments at the Council meeting.

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**CITY COUNCIL REGULAR MEETING  
SEPTEMBER 8, 2020 - 6:00 p.m.**

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**SPECIAL PRESENTATIONS**

**COMMUNITY INPUT (ITEMS NOT ON THE AGENDA)**

The City Clerk shall read all email comments received before 5:00 p.m., provided that the reading shall not exceed three (3) minutes because this is the time limit for speakers at a Council Meeting. The email comments submitted shall become part of the record of the Council meeting.

**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. Minutes – August 20, 2020 City Council Special Meeting  
RECOMMENDATION: Approve the Minutes as submitted.
3. Minutes – August 25, 2020 City Council Regular Meeting  
RECOMMENDATION: Approve the Minutes as submitted.
4. Warrant Register  
RECOMMENDATION: Approve Warrant Register No. 709 for September 8, 2020, in the amount of \$1,195,578.21 and Payroll of \$100,801.67.
5. Claim Consideration – Francisco Tellez, Nicholas Tellez and Isaac Tellez  
RECOMMENDATION: George Hills Company recommends Council reject claim.
6. Notice of Completion – Bid No. 2019-08, “Sterling Avenue & Water Street Sidewalk and Bike Lane Improvements” and “Base Line, Central Avenue and Sterling Avenue ADA and Bus Stops Access Improvements” (Project Nos. swk16001 & swk17001)  
RECOMMENDATION: That the City Council:
  1. Accept Bid No. 2019-08, “Sterling Avenue & Water Street Sidewalk and Bike Lane Improvements” and “Base Line, Central Avenue and Sterling Avenue ADA and Bus Stops Access Improvements” (Project Nos. swk16001 & swk17001) as complete;
  2. Authorize the Mayor to sign the Notice of Completion; and
  3. Direct the City Clerk to file the Notice of Completion.

7. An Appeal (APP No. 20-001) of the Planning Commission's Denial of Conditional Use Permit (CUP) No. 20-004; a Request for an Expansion of an Existing State of California Department of Alcohol Beverage Control (ABC) Type 47 (On-Sale General – Eating Place) License for an Approximate 420 square-foot Outdoor Dining Area for an Existing Restaurant (JJ's Sports Bar and Grill) in the Carino Plaza. The Appellant is asking the City Council to overturn the Planning Commission's decision and permit the sale and consumption of alcohol within the existing outdoor dining area (Continued from August 25, 2020).  
RECOMMENDATION: That the City Council consider adopting Resolution No. 2020-\_\_\_\_\_ to approve Appeal No. 2020-001 thereby approving Conditional Use Permit No. 20-004; a request for an expansion of a Type 47 ABC license into an outdoor dining area at JJ's Sports Bar and Grill.
8. Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and Highland District Council on Aging, Inc., to Provide for Senior Services, Transportation Service and Senior Visitation to Low- and Moderate-Income Seniors  
RECOMMENDATION: That the City Council approve the contract and authorize execution by the Community Development Director.
9. Agreement with Siemens Industry, Inc., Intelligent Traffic Systems (Siemens) for Maintenance of Traffic Signal Maintenance  
RECOMMENDATION: That the City Council:
1. Find that traffic signal maintenance is part of the routine work to preserve publicly owned traffic signals per Public Contract Code Section 22002(d)(1) which is not a public project and is thus exempt from bidding requirements;
  2. Approve a contract with Siemens to provide maintenance of the City's Traffic Signals, subject to the City Attorney's final review and approval; and
  3. Authorize the Mayor to sign the agreement.
10. Selection of an Event Date and Budget for the 24th Annual Citrus Harvest Festival  
RECOMMENDATION: The Historic and Cultural Preservation Board recommends the City Council:
1. Select March 27, 2021, as the event date for the Citrus Harvest Festival; and
  2. Adopt the budget.

11. Trail Fence Replacement and Trail Repairs

RECOMMENDATION: That the City Council:

1. Approve purchase and installation of 240 linear feet of 8-foot high wrought iron fencing and two 14 linear feet sections of 8-foot high wrought iron fence with access gates adjacent to Emmerton Lane from UC Fence of San Bernardino for a total cost of \$28,000;
2. Authorize the City Manager to approve change orders with UC Fence up to 10% of cost to address any unforeseen conditions; and
3. Approve moving \$90,000 that was previously budgeted for in FY 2019/2020 and not expended, to FY 2020/2021 with the following budget adjustment; Transfer \$90,000 from 023-2100 (General Capital Financing-Fund Balance) to be expended from 023-3890-4592 Trails Maintenance.

**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**

12. Public Improvement Reimbursement Agreement with East Valley Water District for Traffic Signal Modifications at 5th Street and Del Rosa Drive

RECOMMENDATION: That the City Council:

1. Approve the Public Improvement Reimbursement Agreement with East Valley Water District (EVWD) for Traffic Signal Modifications at 5th Street and Del Rosa Drive;
2. Authorize the Mayor to sign the agreement; and
3. Approve the following budget adjustment: Transfer \$316,000 from 007-2100 (DIF-Fund Balance) to be expended from 007-8330-6550 (Traffic Improvements).

13. Land Lease Agreement between the City of Highland and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (AT&T Mobility) to Install a New Wireless Telecommunication Equipment Building within the City's Aurantia Park Property  
RECOMMENDATION: The Finance/Personnel Subcommittee recommends the City Council authorize the City Manager to execute the subject Land Lease Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (AT&T Mobility) to install a new wireless telecommunication building on the City's Aurantia Park property, subject to final review and approval by the City Attorney.
14. Dennis Johnson Memorial Bench, Monument and Tree  
RECOMMENDATION: The Public Facilities Subcommittee recommends that the City Council apply monetary donations received from the friends and family of Dennis Johnson (to date \$1,220) for the purchase and installation of a monument to be located near the Streater trailhead (southwest corner of Church Street and Lemon Street).
15. Review of the City's Planning Commission Recruitment and Appointment Process  
RECOMMENDATION: The Planning Commission Ad Hoc Committee recommends the City Council consider implementing the following actions related to the City's Planning Commission recruitment and appointment process:
1. Institute a public interview process for all Planning Commission applicants during a regularly scheduled City Council hearing;
  2. Add a short summary of the roles and responsibilities of the Planning Commission to future Notices of Vacancy;
  3. Require all Planning Commissioners attend a mandatory roles and responsibilities training conducted by the City Attorney and Community Development Director during a regularly scheduled Planning Commission meeting; and
  4. Reboot the current Planning Commission appointments effective immediately and direct the City Clerk to publish a Notice regarding Planning Commission recruitment and direct the Community Development Director to invite the current Planning Commissioners to participate in the reboot and interview process.
16. City Manager Report and Comments (Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)  
RECOMMENDATION: Discussion and possible action.
17. 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

September 22; October 13, 27; November 10, 24; December 8 (December 22-no meeting)

I, Betty Hughes, City Clerk, certify I caused to be posted this Agenda on or before September 3, 2020, by 5:30 p.m., on our website at [www.cityofhighland.org](http://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: September 3, 2020



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Betty Hughes, MMC  
City Clerk



# STAFF REPORT

## TO THE CITY COUNCIL

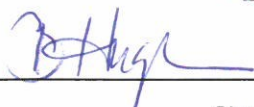
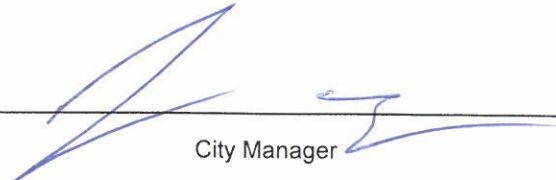
**DATE:** September 8, 2020

**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 _____  |                                                                                                      |                          |
| <br>City Clerk |               | <br>City Manager |                          |



# STAFF REPORT

## TO THE CITY COUNCIL

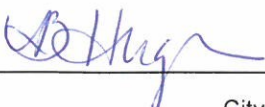
**DATE:** September 8, 2020

**FROM:** Joseph A. Hughes, City Manager

**PREPARED BY:** Betty Hughes, MMC, City Clerk

**SUBJECT:** Minutes – August 20, 2020 Special Meeting

**RECOMMENDATION:** Approve the minutes as submitted.

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

**MINUTES  
CITY COUNCIL SPECIAL MEETING  
AUGUST 20, 2020**

This meeting was conducted as a videoconference meeting in the Donahue Council Chambers, 27215 Base Line, Highland, California. All votes during the meeting were conducted by roll call.

**CALL TO ORDER**

The special meeting of the City Council of the City of Highland was called to order at 10:00 a.m. by Mayor McCallon.

**ROLL CALL**

Present: Chavez, Lilburn, McCallon, Solano, Timmer  
Absent: None

**PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)**

Received no public comment.

**CITY COUNCIL LEGISLATIVE**

1. City Clerk's Certification that There are Not More Candidates Than Offices (3) to be Elected in District 1, District 3 and District 5

**A MOTION** was made by Council Member Timmer, seconded by Council Member Solano, to receive and file the City Clerk's Certification that there are not more candidates than offices (3) to be elected in the City Council District 1, District 3 and District 5; appointed Jesus "Jesse" Chavez to office, the one person who was nominated in District 1; appointed Penny T. Lilburn to office, the one person who was nominated in District 3; and appointed Larry McCallon to office, the one person who was nominated in District 5; and canceled the election in all three districts. Motion carried, 5-0.

**RESOLUTION NO. 2020-044**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,  
CALIFORNIA, PROVIDING FOR THE APPOINTMENT TO THREE CITY  
COUNCIL OFFICES FOR DISTRICT 1, DISTRICT 3 AND DISTRICT 5,  
AND CANCELLING THE NOVEMBER 3, 2020 MUNICIPAL ELECTION  
IN THOSE DISTRICTS

## ADJOURN

There being no further business, Mayor McCallon adjourned the meeting at 10:02 a.m.

Submitted By:

Approved By:

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Betty Hughes, MMC  
City Clerk

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Larry McCallon  
Mayor





# STAFF REPORT

## TO THE CITY COUNCIL

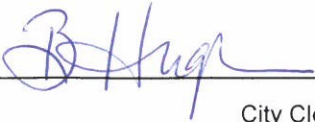
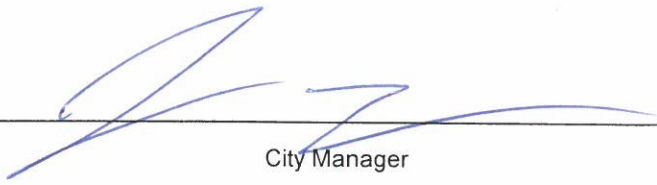
**DATE:** September 8, 2020

**FROM:** Joseph A. Hughes, City Manager

**PREPARED BY:** Betty Hughes, MMC, City Clerk

**SUBJECT:** Minutes – August 25, 2020 Regular Meeting

**RECOMMENDATION:** Approve the minutes as submitted.

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

**MINUTES  
CITY COUNCIL REGULAR MEETING  
AUGUST 25, 2020**

This meeting was conducted as a videoconference meeting in the Donahue Council Chambers, 27215 Base Line, Highland, California. All votes during the meeting were conducted by roll call.

**CALL TO ORDER**

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

**ROLL CALL**

Present: Chavez, Lilburn, McCallon, Solano, Timmer  
Absent: None

**SPECIAL PRESENTATIONS**

Mayor McCallon presented a Proclamation Condemning Racism and Discrimination in the City of Highland.

**COMMUNITY INPUT (ITEMS NOT ON THE AGENDA)**

City Clerk Hughes read public comment received from Sierra Felt-Morales regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Jackie Osuna regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Ryan Fletes regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Douglas J. Ingmire regarding illegal fireworks within the City of Highland.

City Clerk Hughes read public comment received from Alexis Rogers regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Bryce Lawson regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Jenna Valencia regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Blake Westerberg regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Kendall Green regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Cameron Smith regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Samantha Ponce regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Ellis Stevens regarding Highland addressing the matter of racism being a public health crisis.

City Clerk Hughes read public comment received from Lauren Dean regarding Highland addressing the matter of racism being a public health crisis.

### **CITY COUNCIL CONSENT CALENDAR**

**A MOTION** was made by Mayor Pro Tem Lilburn, seconded by Council Member Solano, to approve the consent calendar as submitted. Motion carried on a roll call vote, 5-0.

1. Waive the Reading of All Ordinances  
Waived the reading of all Ordinances in their entirety and read by title only.
2. Minutes – August 11, 2020 City Council Regular Meeting  
Approved the Minutes as submitted.
3. Warrant Register  
Approved Warrant Register No. 708 for August 25, 2020, in the amount of \$1,804,397.57 and Payroll of \$100,672.62.
4. Treasurer's Report for July 2020  
Received and filed Treasurer's Report for July 2020.
5. Notice of Completion – Bid No. 2019-06, "Fire Station No. 1 Sprayed Polyurethane Roof System"
  1. Accepted Bid No. 2019-06, "Fire Station No. 1 Sprayed Polyurethane Roof System," as complete;
  2. Authorized the Mayor to sign the Notice of Completion; and
  3. Directed the City Clerk to file the Notice of Completion.
6. Notice of Completion – Bid No. 2019-05, "Pavement Management Program - Sector D Pavement Rehabilitation" (Project No. str19001)
  1. Accepted Project No. str19001 (Bid No. 2019-05), "Pavement Management Program – Sector D Pavement Rehabilitation" as complete;
  2. Authorized the Mayor to sign the Notice of Completion; and
  3. Directed the City Clerk to file the Notice of Completion.

7. Easement Acceptance/Transition Properties L.P. (DRA 016-014; APN 1201-301-20; 27418 5th Street)
  1. Accepted the Grant of Easement for Landscape purposes from Transition Properties, L.P.; and
  2. Directed the City Clerk to record the Grant of Easement.
8. Traffic Signal Monitoring Services/AGA Engineering, Inc.
  1. Approved proposal from AGA Engineering, Inc. (AGA) to provide continued traffic signal monitoring services; and
  2. Authorized the City Manager to approve contract amendments up to 10% of the contract amount.
9. Professional Services Agreement/KOA Corporation for Local Roadway Safety Plan City Project No. LRS 19001-FPN LRSPL-5449(039)
  1. Approved the Professional Services Agreement with KOA Corporation (KOA) to develop a Local Safety Roadway Plan for the City of Highland;
  2. Authorized the City Manager to approve contract amendments up to 10% of the contract amount; and
  3. Approved the following budget adjustments: Transfer \$8,000 from 017-2100 (Measure I Fund Balance) to be expended from 017-8350-6550 (Traffic Improvements); Approve expending \$72,000 from 027-8490-6550 (Miscellaneous Grant Fund-Traffic Improvements) and approve \$72,000 to be reimbursed to 027-8490-3810 (State Grants).
10. Letter of Support – Active Transportation Program Grant Application for the Santa Ana River Trail Project

Approved request to provide a letter of support for a grant application to fund Phase III of the Santa Ana River Trail Project.

#### **CITY COUNCIL PUBLIC HEARING**

11. A Request for a One-Year Extension of Time (EOT) No. 20-001 for Tentative Tract Map No. 19916 (TTM No. 14-004) and Conditional Use Permit (CUP) No. 15-001, Facilitating Highland Park Planned Development (SPR No. 15-001) for a Residential Community Consisting of 46 Single-Family Lots, One Neighborhood Park/Water Quality Basin, and Two (2) Landscaped Letter Lots

Mayor McCallon opened the public hearing.

Associate Planner Quintanilla stated he is the Project Planner for the Extension of Time No. 20-001 for a one-year time extension for the Highland Park Development. The project site is located on the north side of Base Line between Club View Drive and Weaver Street. The original project was previously approved by the City Council in 2016 for the development of forty-six single family homes, a neighborhood park and two landscaped lettered lots. In 2019, before the project expired, the City Council approved a one-year time extension for this project. In an effort to finalize the conditions of approval the applicant is requesting the approval of a one-year time extension. If approved, this will be the second extension, out of the three possible extensions, for this project.

Council Member Timmer stated staff mentioned in the staff report that this is the second extension. Under the MAP act, they still have one extension to go, is that correct?

Associate Planner Quintanilla stated that is correct.

Council Member Timmer stated so that will be a total of six years then?

Associate Planner Quintanilla stated yes, a total of six years.

Council Member Timmer stated then after that there cannot legally be any further extensions, is that correct?

Associate Planner Quintanilla stated yes, that is correct.

Council Member Timmer stated okay, he just wants to make sure the extensions are in the works and there is only one left.

Mayor McCallon inquired if the applicant wishes to make any comments to City Council.

Ray Dorame, Mastercraft Homes Group, stated he would like to thank Council for standing by them through this extension. They hit a little bit of a road block last year with the downturn of the market and obviously with COVID. The good news is that the market has returned and we are in the process right now of resurrecting the plans, the map and the project itself. We are moving forward and we have had quite a few meetings with staff on the movement of this project. So it is most unfortunate that this is going through another extension. He never thought it would go this direction but here we are and again, we just ask for Council's support on this extension.

Mayor McCallon called for any public comments either in support or in opposition of this item.

City Clerk Hughes stated we have not received any public comments on this item.

Mayor McCallon stated with that, the public hearing is now closed.

**A MOTION** was made by Council Member Solano, seconded by Council Member Timmer, to adopt Resolution No. 2020-045 approving Extension of Time (EOT) No. 20-001. Motion carried on a roll call vote, 5-0.

RESOLUTION NO. 2020-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, TO APPROVE EXTENSION OF TIME APPLICATION NO. 20-001, FOR A ONE (1) YEAR EXTENSION FOR TENTATIVE TRACT MAP NO. 19915 (TTM NO. 14-004) AND CONDITIONAL USE PERMIT NO. 15-001 WHICH ESTABLISHED THE HIGHLAND PARK PLANNED DEVELOPMENT (SPR NO. 15-001) FOR 46 MEDIUM DENSITY LOTS, TWO (2) LANDSCAPED LETTERED LOTS AND A PARK/WATER QUALITY BASIN

12. An Appeal (APP No. 20-001) of the Planning Commission's Denial of Conditional Use Permit (CUP) No. 20-004; a Request for an Expansion of an Existing State of California Department of Alcohol Beverage Control (ABC) Type 47 (On-Sale General – Eating Place) License for an Approximate 420 square-foot Outdoor Dining Area for an Existing Restaurant (JJ's Sports Bar and Grill) in the Carino Plaza. The Appeal is asking the City Council to overturn the Planning Commission's decision and permit the sale and consumption of alcohol within the existing outdoor dining area.

Mayor McCallon opened the public hearing.

Associate Planner Quintanilla stated he is the Project Planner for Appeal No. 20-001. This project is to appeal the Planning Commission's denial for the expansion of existing ABC license into the outdoor dining area for JJ's Sports Bar & Grill. JJ's Sports Bar & Grill is a sit down restaurant located at 7955 Boulder which is at the northwest corner of Greenspot Road and Boulder Avenue in the Carino Plaza Shopping Center. JJ's Sports Bar & Grill has been operating successfully in the City since 2017. The existing full service restaurant currently has a Type 47 ABC license for the inside of the restaurant which allows the applicant to serve beer, wine and distilled spirits. The applicant is allowed to serve food and non-alcoholic beverages in the existing outdoor dining area. Staff approved a staff review permit for the establishment of a 420 square-foot dining area for the restaurant. Planning Commission held two public hearing items and on July 21, 2020, the Planning Commission denied the ABC license expansion to the outdoor dining area. Following the denial, the applicant filed an appeal to overturn the Planning Commission's denial of the expansion of the ABC license into the outdoor dining area. Please note, which is not relevant to this project, the Governor has temporarily approved an executive order to allow restaurants to operate and serve food and alcohol beverages outside. The operation of this restaurant will continue until the executive order expires. If the City Council wishes to uphold the Planning Commission's denial, staff has attached a resolution for your consideration.

Mayor McCallon inquired if the applicants would like to make a presentation to the Council.



Darren McBay, JJ's Sports Bar & Grill, stated all they are asking is - they know it has been tough times for them with the COVID virus and it has slashed their revenue immensely. Additionally, they have had to cut payroll and in doing so, they have had to layoff many people. They are hoping, they know it is temporarily getting them back on track and they are still down probably seven staff members, they would like to get them back, going forward as they are way behind. So they are hoping this will benefit them in the long run and get back the \$70,000 they are behind already now from the COVID. It has nothing to do with the City, but from the COVID. This will be essential to keeping them open, viable and trying to make back that money.

Joe Swidan, JJ's Sports Bar & Grill, stated they already have the patio approval to serve food. They would just love to be able to serve their customers a beverage while they are sitting down eating their meal on the patio, on the 420 square-foot patio. As far as the staffing right now, they are up to fifteen staff members and hopefully after COVID they will go back to their twenty-five staff members that live in Highland. They just want the City Council to approve this project so they can move forward in the future to be able to serve alcohol on the patio while the customers are sitting down eating their food.

Mayor McCallon called for any public comments either in support or in opposition of this item.

City Clerk Hughes read public comment received from Fred Yauger in support of this project.

Mayor McCallon inquired if any additional public comments have been received during the public hearing.

City Clerk Hughes responded we have not.

Mayor McCallon stated with that, the public hearing is now closed.

City Attorney Marroquin stated because there was a public comment, and she knows it was in support of the project, Council should see if there are any further comments or a rebuttal that the applicants want to make before we close the public hearing.

Mayor McCallon asked does the applicant wish to make any rebuttal. Hearing no response, he will close the public hearing.

Council Member Timmer stated he has a question of staff, referencing the Governor's new position saying that outdoor food sales and alcohol are now permitted under the COVID restrictions; we know the Governor is changing his mind back and forth on occasion. If they rescind that agreement, if we go ahead and approve this, as a City, to allow food and alcohol sales outside, will the Governor then overrule that and kind of eliminate any action we take? Or are we doing this over and above what the Governor can do?

City Attorney Marroquin stated this is a CUP application in order to have the alcohol beverages to be served on the outdoor patio. So irrespective, that would be the approval. If the Governor, which right now the Governor is saying is allowed, if the Governor were to sign another executive order to take action that were to say that it is not permitted, then that would overrule whatever the decision the City takes tonight because State law or State orders typically trump City related action. However, whatever action the Governor would take would only be short term. Once COVID is over and those restrictions are lifted, if the City were to approve the CUP, then they would be able to continue to serve alcohol outdoors.

Council Member Timmer stated he figured that is what it was but he wanted to confirm that. He appreciates the clarification.

Mayor Pro Tem Lilburn stated as she read through the staff report it appears that there are other restaurants and bars that are currently doing the same thing. She was curious as to why, she was reading through the minutes, it looks like this came before the Planning Commission and two approved it and two denied it. So it looks like they just threw it back to the City Council for us to move forward or make a decision. She thinks through the Governor's orders that this is something that is being allowed so she is not sure why they did not approve it.

Council Member Timmer stated the first Planning Commission hearing was 2-2 and so it was continued. They had an additional meeting, and it was 3-2 to deny the claim. The Planning Commission took a position and as he read the minutes, the main reasons for concern were the prior criminal activity that occurred at that facility and also the parking issue. Those are the reasons the Planning Commission had concerns. He has concerns about the same thing. However, to add something to that, he thinks we all know that the business community is really struggling with all the restrictions that the Government has put on with COVID. There was a compromise talked about during the Planning Commission meeting and why they did not move forward with that kind of puzzled him. He would like to bring it up and discuss it again. One of the things was yes, there are concerns with parking and the criminal problems, however, one of the recommendations staff made was to give them a six-month approval with an understanding that after six months they would re-evaluate that to see if they would make the approval permanent. He would think that this is something we would want to seriously look at because of the parking and the criminal activity. Hopefully by then the COVID issue may resolve itself. Who knows, six months from now, the way things are changing. He would go ahead and have some discussion on going ahead and approving the request for overturning the Planning Commission and approving the applicant's request for alcohol sales, with the proviso that we add a six-month review period. After that we can either determine whether that's appropriate or continue with the permanent approval. That's just a point for discussion at this point.

City Attorney Marroquin stated she would like to say something on this point. She thinks a six-month review period, if that is what the Council desires; it is certainly something that can be added to the condition. However, a conditional use permit runs with the land. We cannot do a temporary conditional use permit. So once a conditional use permit is issued it is permanent in nature unless it is revoked. So you can do a six-month review and come back and determine if there is additional conditions that need to be imposed or if you know revocation may be warranted but you cannot issue a conditional use permit and have six-month expiration or some sort of sunset clause.

Council Member Timmer stated his point is that we would have some kind of review period to ensure that the concerns expressed by the Planning Commission were unfounded and then we could make a decision at that point.

City Attorney Marroquin stated a six-month period would be completely allowed. So that type of condition would work.

Council Member Solano stated it would not be unreasonable to approve this. She knows one of the concerns of the Planning Commission was the detrimental cause to the surrounding areas and the center. However, she does see that he will provide additional security inside the restaurant, at the outdoor dining area and in the parking lot as well. She did notice in the Planning Commission staff report that was provided, when they provided the crime report, they also did mention that based on the calls for service, the Sheriff's Department did not provide any comment and were actually in support of the expansion of the ABC license to the dining area. With that being said, she would be in favor, as well, of the expansion of the license.

Mayor Pro Tem Lilburn asked was there any opposition from the current tenants and do they have plentiful parking?

Associate Planner Quintanilla stated we have not received any opposition from the tenants that are around the shopping center. In regards to the parking, we did a parking review and analysis of the site and based on the location and the timing of the various uses that are there and there are some who open early and close later. This restaurant opens later and closes a lot later, so based on that we did the analysis and determined that we have a sufficient amount of parking.

Council Member Timmer stated as you may recall, quite a few months ago, we had one of the tenants in that complex address the City Council in public forum referencing his concerns of some of the activities that were there. So, we have had a complaint but not officially with this application.

Mayor Pro Tem Lilburn stated and new owners too, she believes.

Council Member Timmer stated yes. He would make a motion that we go ahead and approve the application and overturn the Planning Commissions denial with the proviso that we add a six-month review period in the appropriate language that would meet the City Attorney's issues that she brought up.

**A MOTION** was made by Council Member Timmer, seconded by Mayor Pro Tem Lilburn, to:

1. Approve the appeal of the Planning Commission's denial of Conditional Use Permit No. 20-004; a request for an extension of an existing State of California Department of Alcohol Beverage Control (ABC) Type 47 (On-Sale General – Eating Place) license for an approximate 420 square-foot outdoor dining area for an existing restaurant (JJ's Sports Bar and Grill) with a six- month review period in the appropriate language. Motion carried on a roll call vote, 5-0.

City Attorney Marroquin stated we do not have a resolution overturning the denial. What we had presented to the City Council was upholding the Planning Commission's decision. What she recommends, at this point, is that staff comes back and brings this item at the next City Council meeting with a resolution overturning the Planning Commission's decision on this. So that would come back at the next City Council meeting and could be a consent item, but we do not have an actual resolution for us tonight.

Mayor McCallon stated can it be a consent item or should the public hearing be continued?

City Attorney Marroquin stated we could also continue the public hearing if you like, if you want to have additional public comments, but because we have already closed the public hearing we could also just have the resolution considered without a public hearing. It depends on your discretion.

Mayor McCallon stated he was just asking for legal opinion.

Mayor Pro Tem Lilburn stated so that is in two weeks, is this business still able to go forward and conduct business?

Mayor McCallon stated under the Governor's order, yes they can.

Darren McBay stated if the Governor were to lift it tomorrow, where would we be? Would we be able to serve outside on the patio?

Mayor McCallon stated no, because don't you have to get your license changed?

City Attorney Marroquin stated she thinks we would have to come back with the resolution that formally makes the findings which we have gotten some information today that was flushed out by the Council. We would have to come back and present that resolution in order to actually overturn the Planning Commission's decision. So that's what is going to be presented. Again, all that you had before you tonight was a resolution upholding the Planning Commission's decision to not permit the ABC license expansion. What's going to come back at the next Council meeting is a resolution stating the denial was overturned and they can have the ABC license expansion.

Darren McBay stated so would that be perfunctory or rubber stamped from this point to that point? Is that correct?

City Attorney Marroquin stated you have a 5-0 motion, so presumably unless someone you know doesn't approve, any of the findings that are brought forth, then yes, you had the Council determine they want a resolution.

## **CITY COUNCIL LEGISLATIVE**

### **13. Measure I 5-Year Capital Improvement Plan (2020/2021-2024/2025)**

Public Works Director/City Engineer Zamano gave a brief review of the staff report.

**A MOTION** was made by Council Member Timmer, seconded by Council Member Solano, to:

1. Approve the Measure I Capital Improvement Plan Expenditure Strategy (2020/2021-2024/2025); and
2. Approve Resolution No. 2020-046 adopting the Measure I 5-Year Capital Improvement Plan (2020/2021-2024/2025). Motion carried on a roll call vote, 5-0.

#### **RESOLUTION NO. 2020-046**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA,  
ADOPTING THE MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR  
FY2020/2021 THROUGH FY2024/2025**

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

City Manager Hughes stated he would like to update the City Council on three items. The first is COVID-19, county-wide there are 45,666 confirmed cases. The City of Highland has 1,298. County-wide there have been 344,536 residents tested and in the City of Highland there have been 9,093. There have been 15 deaths in the City of Highland and 695 county-wide related to COVID-19. City Hall lobby remains open with face coverings being required and we are limiting people to five residents at a time. As the Council is aware, the COVID numbers spiked about a month ago but we are starting to see the numbers coming down in the County. Hospitalization rates are trending down and now actually if you look at the County's website, there is a nice bell shaped curve with both hospitalizations and the ICU numbers going down. Parks are still open for passive use. The County of San Bernardino still has their funding for COVID Compliance Business Program for \$2,500 per business and we encourage all businesses in Highland to apply for that grant program. Please visit the City of Highland's website for links to the County, State and Federal guidelines and also follow the City on Facebook for updates. Any specific questions regarding COVID-19 residents can call the County hotline; it is still available at 909-367-3911. There are two other items he would like to bring the Council up to date on. The City Council approved a battery backup upgrade to all of our traffic signals in the City a few months back. That work has been completed, so now all City maintained traffic signals have a new battery backup installed. Also, the Planning Department worked on a grant application called the Leap Grant through the State of California. He is happy to report that the City did receive a grant and it will allow the City to purchase a stream lining permit process software for both housing and commercial projects.



15. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)

There was discussion between Council Members regarding racism.

**ANNOUNCEMENTS**

None

**CLOSED SESSION**

At 7:16 p.m., the City Council convened into closed session regarding the following:

**CITY COUNCIL CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8:

Property: Northwest corner of Victoria Avenue and 6th Street  
(APN 1192-281-12-0000)

Agency Negotiator: Joseph Hughes

Negotiating Parties: Those entities designated in Govt. Code Section 54222.

Under Negotiation: Price and terms of payment.

At 7:27 p.m., the City Council adjourned closed session, making no announcements.

**ADJOURN**

There being no further business, Mayor McCallon adjourned the meeting at 7:30 p.m. in memory of Dr. James Caley, Gary Huizenga, Tony "Butch" Dale Cerquettini, and Reymundo Ballesteros.

Submitted By:

Approved By:

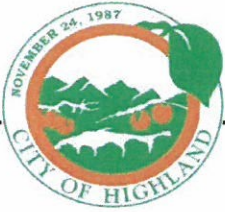
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Betty Hughes, MMC  
City Clerk

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Larry McCallon  
Mayor





# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** September 8, 2020

**FROM:** Joseph A. Hughes, City Manager

**REVIEWED BY:** Chuck Dantuono, Director of Administrative Services/City Treasurer *CD*

**PREPARED BY:** Leticia Nava-Cruz, Senior Accountant

**SUBJECT:** Warrant Register #709

**RECOMMENDATION:** City Council to approve Warrant Register #709; Warrants in the amount of \$1,195,578.21 and Payroll in the amount of \$100,801.67.

**FISCAL IMPACT:** The total of Cash and Expenditures is \$1,296,379.88.

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

**BACKGROUND:** See Printouts Attached.

|                                |               |                                    |                          |
|--------------------------------|---------------|------------------------------------|--------------------------|
| Approved _____                 | Motion _____  | Second _____                       | Agenda Item No. <u>4</u> |
| Denied _____                   | Ayes _____    |                                    |                          |
| Continued _____                | Noes _____    |                                    | File No. _____           |
| Tabled _____                   | Abstain _____ |                                    |                          |
|                                | Absent _____  |                                    |                          |
| <i>B. Hughes</i><br>City Clerk |               | <i>[Signature]</i><br>City Manager |                          |

CITY OF HIGHLAND  
WARRANT REGISTER #709

September 8, 2020

**Warrants:**

|                                                   |            |
|---------------------------------------------------|------------|
| 8/25/2020 Ck#81384-81427                          | 938,650.35 |
| 8/28/2020 Payroll Wire #501-503 & Ck #81428-81430 | 53,486.06  |
| 9/1/2020 Ck#81431-81474 & Wire 121042882          | 203,441.80 |

**Total Warrants** \$ 1,195,578.21

**Payroll:**

|                                      |            |
|--------------------------------------|------------|
| 8/28/2020 Direct Deposits #9957-9996 | 100,221.17 |
| 8/28/2020 Ck #585-586                | 580.50     |

**Total Payroll** \$ 100,801.67

**Total Warrants & Payroll** \$ 1,296,379.88

**APPROVED BY:**

\_\_\_\_\_  
Larry McCallon  
Finance Subcommittee

\_\_\_\_\_  
Joseph A. Hughes  
City Manager

\_\_\_\_\_  
John Timmer  
Finance Subcommittee

\_\_\_\_\_  
Chuck Dantuono  
Director of Administrative  
Services/City Treasurer

08/25/2020 10:35:31AM

**Voucher List**  
**CITY OF HIGHLAND**

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Bank code : wfb

| Voucher | Date      | Vendor                                | Description/Account                                                         | Amount          |
|---------|-----------|---------------------------------------|-----------------------------------------------------------------------------|-----------------|
| 81384   | 8/25/2020 | 000015 AMERICAN PLANNING ASSOCIATION  | APA CA VIRTUAL CONF<br>APA CA VIRTUAL CONF: K. STATER<br>001.4100.4320      | 175.00          |
|         |           |                                       | APA CA VIRTUAL CONF<br>APA CA VIRTUAL CONF: A. SYED<br>001.4100.4320        | 175.00          |
|         |           |                                       | APA CA VIRTUAL CONF<br>APA CA VIRTUAL CONF: A. TAFOLLA<br>001.4100.4320     | 175.00          |
|         |           |                                       | APA CA VIRTUAL CONF<br>APA CA VIRTUAL CONF: S. QUINTANILLA<br>001.4100.4320 | 175.00          |
|         |           |                                       | APA CA VIRTUAL CONF<br>APA CA VIRTUAL CONF: R. HAMERLY<br>001.4100.4320     | 175.00          |
|         |           |                                       | APA CA VIRTUAL CONF<br>APA CA VIRTUAL CONF: R. HALLER<br>001.4100.4320      | 175.00          |
|         |           |                                       | APA CA VIRTUAL CONF<br>APA CA VIRTUAL CONF: J. GAMBOA<br>001.4100.4320      | 175.00          |
|         |           |                                       | APA CA VIRTUAL CONF<br>APA CA VIRTUAL CONF: T. ZAMAN<br>001.4100.4320       | 175.00          |
|         |           |                                       | APA CA VIRTUAL CONF<br>APA CA VIRTUAL CONF: M. HALL<br>001.4100.4320        | 175.00          |
|         |           |                                       | <b>Total :</b>                                                              | <b>1,575.00</b> |
| 81385   | 8/25/2020 | 000043 BALLARD PLUMBING HEATING & AIR | STATION #2 A/C REPAIRS<br>STATION #2 A/C REPAIRS<br>028.2050.4588           | 275.00          |
|         |           |                                       | STATION #2 A/C REPAIRS<br>029.2100.4588                                     | 275.00          |
|         |           |                                       | <b>Total :</b>                                                              | <b>550.00</b>   |
| 81386   | 8/25/2020 | 000085 EAST VALLEY WATER DISTRICT     | LMD'S-AUG                                                                   |                 |

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| Voucher | Date      | Vendor                            | Description/Account | Amount          |
|---------|-----------|-----------------------------------|---------------------|-----------------|
| 81386   | 8/25/2020 | 000085 EAST VALLEY WATER DISTRICT | (Continued)         |                 |
|         |           |                                   | LMD'S-AUG           |                 |
|         |           |                                   | 012.8500.4030       | 2,399.40        |
|         |           |                                   | SEELEY PARK-AUG     |                 |
|         |           |                                   | SEELEY PARK-AUG     |                 |
|         |           |                                   | 016.8540.4030       | 431.89          |
|         |           |                                   | STATION #3-JUL      |                 |
|         |           |                                   | STATION #3-JUL      |                 |
|         |           |                                   | 029.2100.4030       | 187.92          |
|         |           |                                   | STATION #3-JUL      |                 |
|         |           |                                   | 028.2050.4030       | 187.92          |
|         |           |                                   | STATION #3-AUG      |                 |
|         |           |                                   | STATION #3-AUG      |                 |
|         |           |                                   | 029.2100.4030       | 129.82          |
|         |           |                                   | STATION #3-AUG      |                 |
|         |           |                                   | 028.2050.4030       | 129.81          |
|         |           |                                   | <b>Total :</b>      | <b>3,466.76</b> |
| 81387   | 8/25/2020 | 000090 FEDEX                      | OVERNIGHT MAIL      |                 |
|         |           |                                   | OVERNIGHT MAIL      |                 |
|         |           |                                   | 001.1700.4210       | 44.40           |
|         |           |                                   | OVERNIGHT MAIL      |                 |
|         |           |                                   | 001.4100.4210       | 61.58           |
|         |           |                                   | <b>Total :</b>      | <b>105.98</b>   |
| 81388   | 8/25/2020 | 000127 K & L HARDWARE             | STATION #1 SUPPLIES |                 |
|         |           |                                   | STATION #1 SUPPLIES |                 |
|         |           |                                   | 028.2050.4070       | 40.02           |
|         |           |                                   | STATION #1 SUPPLIES |                 |
|         |           |                                   | 029.2100.4070       | 40.01           |
|         |           |                                   | STATION #1 SUPPLIES |                 |
|         |           |                                   | STATION #1 SUPPLIES |                 |
|         |           |                                   | 028.2050.4070       | 18.41           |
|         |           |                                   | STATION #1 SUPPLIES |                 |
|         |           |                                   | 029.2100.4070       | 18.40           |
|         |           |                                   | PARKS SUPPLIES      |                 |
|         |           |                                   | PARKS SUPPLIES      |                 |
|         |           |                                   | 001.6000.4206       | 10.75           |

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| Voucher | Date      | Vendor                               | Description/Account                  | Amount        |
|---------|-----------|--------------------------------------|--------------------------------------|---------------|
| 81388   | 8/25/2020 | 000127 K & L HARDWARE                | (Continued)                          |               |
|         |           |                                      | CORP YARD SUPPLIES                   |               |
|         |           |                                      | CORP YARD SUPPLIES                   |               |
|         |           |                                      | 004.8310.4206                        | 96.91         |
|         |           |                                      | STATION #2 SUPPLIES                  |               |
|         |           |                                      | STATION #2 SUPPLIES                  |               |
|         |           |                                      | 028.2050.4070                        | 27.35         |
|         |           |                                      | STATION #2 SUPPLIES                  |               |
|         |           |                                      | 029.2100.4070                        | 27.34         |
|         |           |                                      | CORP YARD SUPPLIES                   |               |
|         |           |                                      | CORP YARD SUPPLIES                   |               |
|         |           |                                      | 004.8310.4206                        | 9.69          |
|         |           |                                      | <b>Total :</b>                       | <b>288.88</b> |
| 81389   | 8/25/2020 | 000168 LETICIA NAVA-CRUZ, PETTY CASH | PETTY CASH-AUG                       |               |
|         |           |                                      | PETTY CASH-AUG                       |               |
|         |           |                                      | 001.0020                             | 40.00         |
|         |           |                                      | <b>Total :</b>                       | <b>40.00</b>  |
| 81390   | 8/25/2020 | 000175 THE PRESS ENTERPRISE          | LEGAL ADVERTISING                    |               |
|         |           |                                      | LEGAL ADVERTISING                    |               |
|         |           |                                      | 001.1200.4300                        | 272.80        |
|         |           |                                      | <b>Total :</b>                       | <b>272.80</b> |
| 81391   | 8/25/2020 | 000203 SOUTHERN CALIFORNIA EDISON    | LS#3-AUG                             |               |
|         |           |                                      | LS#3-AUG                             |               |
|         |           |                                      | 013.8510.4011                        | 46.58         |
|         |           |                                      | LS#3-AUG                             |               |
|         |           |                                      | LS#3-AUG                             |               |
|         |           |                                      | 013.8510.4011                        | 70.84         |
|         |           |                                      | LMD#76-AUG                           |               |
|         |           |                                      | LMD#76-AUG                           |               |
|         |           |                                      | 012.8500.4010                        | 11.86         |
|         |           |                                      | REAL JOURNEY ACADEMY LMD ZONE 73-AUG |               |
|         |           |                                      | REAL JOURNEY ACADEMY LMD ZONE 73-AUG |               |
|         |           |                                      | 012.8500.4010                        | 11.80         |
|         |           |                                      | TRAFFIC SIG PALM/CYPRESS-AUG         |               |
|         |           |                                      | TRAFFIC SIG PALM/CYPRESS-AUG         |               |

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| Voucher | Date      | Vendor                            | Description/Account                      | Amount           |
|---------|-----------|-----------------------------------|------------------------------------------|------------------|
| 81391   | 8/25/2020 | 000203 SOUTHERN CALIFORNIA EDISON | (Continued)                              |                  |
|         |           |                                   | 013.8510.4011                            | 30.11            |
|         |           |                                   | SMART N FINAL SCE FEES-AUG               |                  |
|         |           |                                   | SMART N FINAL SCE FEES-AUG               |                  |
|         |           |                                   | 013.8510.4011                            | 18.21            |
|         |           |                                   | <b>Total :</b>                           | <b>189.40</b>    |
| 81392   | 8/25/2020 | 000207 KONICA MINOLTA             | COPIER LEASE-SEP                         |                  |
|         |           |                                   | COPIER LEASE-SEP                         |                  |
|         |           |                                   | 042.9510.4205                            | 1,054.54         |
|         |           |                                   | COPIER LEASE-SEP                         |                  |
|         |           |                                   | 001.2000.4205                            | 625.29           |
|         |           |                                   | <b>Total :</b>                           | <b>1,679.83</b>  |
| 81393   | 8/25/2020 | 000222 UNDERGROUND SERVICE ALERT  | DIG SAFE BOARD FEES-AUG                  |                  |
|         |           |                                   | DIG SAFE BOARD FEES-AUG                  |                  |
|         |           |                                   | 004.8310.4553                            | 67.69            |
|         |           |                                   | <b>Total :</b>                           | <b>67.69</b>     |
| 81394   | 8/25/2020 | 000237 WILLDAN ASSOCIATES         | BUILDING AND SAFETY PLAN CHECK-JUL       |                  |
|         |           |                                   | BUILDING AND SAFETY PLAN CHECK-JUL       |                  |
|         |           |                                   | 001.4500.4540                            | 2,945.00         |
|         |           |                                   | BUILDING AND SAFETY INSP/BO/CODE ENFORCE |                  |
|         |           |                                   | INSPECTION/BO SERVICES-JUL               |                  |
|         |           |                                   | 001.4500.4540                            | 14,857.50        |
|         |           |                                   | CODE ENFORCEMENT SERVICES-JUL            |                  |
|         |           |                                   | 001.4600.4538                            | 9,766.25         |
|         |           |                                   | <b>Total :</b>                           | <b>27,568.75</b> |
| 81395   | 8/25/2020 | 000598 PR PRINTING                | POLICE RECEIPT BOOKS                     |                  |
|         |           |                                   | POLICE RECEIPT BOOKS                     |                  |
|         |           |                                   | 001.2000.4250                            | 462.24           |
|         |           |                                   | BUS CARDS: HERNANDEZ & WIRZ              |                  |
|         |           |                                   | BUS CARDS: HERNANDEZ & WIRZ              |                  |
|         |           |                                   | 001.4500.4200                            | 79.92            |
|         |           |                                   | <b>Total :</b>                           | <b>542.16</b>    |
| 81396   | 8/25/2020 | 000662 HI WAY SAFETY INC          | OVERHEAD STREET NAME SIGNS               |                  |
|         |           |                                   | OVERHEAD STREET NAME SIGNS               |                  |



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| Voucher        | Date      | Vendor                           | Description/Account                                                                                                                                                                               | Amount          |
|----------------|-----------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 81396          | 8/25/2020 | 000662 HI WAY SAFETY INC         | (Continued)<br>027.8490.6813                                                                                                                                                                      | 2,234.30        |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                   | <b>2,234.30</b> |
| 81397          | 8/25/2020 | 000718 HOUSTON & HARRIS PCS, INC | CLEAN CATCH BASIN: BOBCAT LN<br>CLEAN CATCH BASIN: BOBCAT LN<br>004.8310.4666                                                                                                                     | 2,397.50        |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                   | <b>2,397.50</b> |
| 81398          | 8/25/2020 | 001035 DEPARTMENT OF JUSTICE     | FINGERPRINT APPS-JUL<br>FINGERPRINT APPS-FLOREZ<br>001.1600.4236<br>FINGERPRINT APPS-FAUST<br>001.1700.4236                                                                                       | 32.00           |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                   | <b>64.00</b>    |
| 81399          | 8/25/2020 | 001072 AUTO ZONE                 | CORP YARD SUPPLIES<br>CORP YARD SUPPLIES<br>004.8310.4240<br>ME542 VEH MAINTENANCE SUPPLIES<br>ME542 VEH MAINTENANCE SUPPLIES<br>028.2050.4240<br>ME542 VEH MAINTENANCE SUPPLIES<br>029.2100.4240 | 60.11           |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                   | <b>120.43</b>   |
| 81400          | 8/25/2020 | 001122 GALLS, LLC                | UNIFORMS: CODE ENFORCEMENT<br>UNIFORMS: CODE ENFORCEMENT<br>001.4600.4249                                                                                                                         | 962.53          |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                   | <b>962.53</b>   |
| 81401          | 8/25/2020 | 001439 OFFICE SOLUTIONS          | OFFICE SUPPLIES<br>OFFICE SUPPLIES<br>001.4100.4200<br>VARIOUS OFFICE SUPPLIES<br>VARIOUS OFFICE SUPPLIES<br>001.4600.4200                                                                        | 72.89           |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                   | <b>104.54</b>   |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                   | <b>177.43</b>   |

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| Voucher | Date      | Vendor                                | Description/Account     | Amount        |
|---------|-----------|---------------------------------------|-------------------------|---------------|
| 81402   | 8/25/2020 | 001476 TIME WARNER CABLE              | STATION #1 TELE/INT-AUG |               |
|         |           |                                       | STATION #1 TELE/INT-AUG |               |
|         |           |                                       | 028.2050.4065           | 158.53        |
|         |           |                                       | STATION #1 TELE/INT-AUG |               |
|         |           |                                       | 029.2100.4065           | 158.52        |
|         |           |                                       | STATION #2 TELE/INT-AUG |               |
|         |           |                                       | STATION #2 TELE/INT-AUG |               |
|         |           |                                       | 028.2050.4065           | 194.82        |
|         |           |                                       | STATION #2 TELE/INT-AUG |               |
|         |           |                                       | 029.2100.4065           | 194.82        |
|         |           |                                       | STATION #3 TELE/INT-AUG |               |
|         |           |                                       | STATION #3 TELE/INT-AUG |               |
|         |           |                                       | 028.2050.4065           | 98.71         |
|         |           |                                       | STATION #3 TELE/INT-AUG |               |
|         |           |                                       | 029.2100.4065           | 98.70         |
|         |           |                                       | <b>Total :</b>          | <b>904.10</b> |
| 81403   | 8/25/2020 | 001679 MC CRAY'S ENTERPRISES          | 542A EMERGENCY REPAIRS  |               |
|         |           |                                       | 542A EMERGENCY REPAIRS  |               |
|         |           |                                       | 028.2050.4240           | 103.27        |
|         |           |                                       | 542A EMERGENCY REPAIRS  |               |
|         |           |                                       | 029.2100.4240           | 103.26        |
|         |           |                                       | <b>Total :</b>          | <b>206.53</b> |
| 81404   | 8/25/2020 | 001764 DEPENDABLE COFFEE & WATER SVC. | BREAKROOM SUPPLIES      |               |
|         |           |                                       | BREAKROOM SUPPLIES      |               |
|         |           |                                       | 042.9510.4200           | 24.37         |
|         |           |                                       | BREAKROOM SUPPLIES      |               |
|         |           |                                       | BREAKROOM SUPPLIES      |               |
|         |           |                                       | 042.9510.4200           | 77.32         |
|         |           |                                       | BREAKROOM SUPPLIES      |               |
|         |           |                                       | BREAKROOM SUPPLIES      |               |
|         |           |                                       | 042.9510.4200           | 10.45         |
|         |           |                                       | BREAKROOM SUPPLIES      |               |
|         |           |                                       | BREAKROOM SUPPLIES      |               |
|         |           |                                       | 042.9510.4200           | 13.44         |
|         |           |                                       | <b>Total :</b>          | <b>125.58</b> |

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| Voucher | Date      | Vendor                                | Description/Account                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Amount                                                                                                          |
|---------|-----------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| 81405   | 8/25/2020 | 001954 PACIFIC PRODUCTS & SERVICE LLC | STREET SIGN REPLACEMENT PARTS<br>STREET SIGN REPLACEMENT PARTS<br>004.8310.4206<br>STREET SIGN REPLACEMENT PARTS<br>STREET SIGN REPLACEMENT PARTS<br>004.8310.4206                                                                                                                                                                                                                                                                                                               | 1,795.92                                                                                                        |
|         |           |                                       | <b>Total :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>42.67</b><br><b>1,838.59</b>                                                                                 |
| 81406   | 8/25/2020 | 001996 HINDERLITER, DELLAMAS & ASSOC  | SALES TAXES AUDIT<br>SALES TAXES AUDIT 07/2020-09/2020<br>001.1450.4505                                                                                                                                                                                                                                                                                                                                                                                                          | 450.00                                                                                                          |
|         |           |                                       | <b>Total :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>450.00</b>                                                                                                   |
| 81407   | 8/25/2020 | 002067 MCCALLON, LARRY                | CANDIDATE STATEMENT REFUND<br>CANDIDATE STATEMENT REFUND<br>001.1450.9550                                                                                                                                                                                                                                                                                                                                                                                                        | 535.00                                                                                                          |
|         |           |                                       | <b>Total :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>535.00</b>                                                                                                   |
| 81408   | 8/25/2020 | 002190 ENGINEERING RESOURCES OF SO CA | STR17005A MSRI NON PART-APR<br>STR17005A MSRI NON PART-APR<br>017.8350.6550<br>ENGINEERING SERVICES-JUL<br>ENGINEERING SERVICES-JUL<br>001.3200.4550<br>ICH09001 PM IVDA AGMT-JUL<br>ICH09001 PM IVDA AGMT-JUL<br>027.8490.6813<br>STR2001 DE MSRI-JUL<br>STR2001 DE MSRI-JUL<br>017.8350.6550<br>OLA18001 DE MSRI-JUL<br>OLA18001 DE MSRI-JUL<br>017.8350.6550<br>OLA19001 DE MSRI-JUL<br>OLA19001 DE MSRI-JUL<br>017.8350.6550<br>OLA20001 DE MSRI-JUL<br>OLA20001 DE MSRI-JUL | 602.32<br><br><br><br><br>268.16<br><br><br>700.70<br><br><br>25,457.50<br><br><br>1,059.75<br><br><br>1,030.45 |

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| Voucher | Date      | Vendor                                | Description/Account                                                                                                                                           | Amount               |
|---------|-----------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 81408   | 8/25/2020 | 002190 ENGINEERING RESOURCES OF SO CA | (Continued)<br>017.8350.6550                                                                                                                                  | 460.00               |
| Total : |           |                                       |                                                                                                                                                               | 29,578.88            |
| 81409   | 8/25/2020 | 002527 LILBURN, PENNY                 | CANDIDATE STATEMENT REFUND<br>CANDIDATE STATEMENT REFUND<br>001.1450.9550                                                                                     | 403.00               |
| Total : |           |                                       |                                                                                                                                                               | 403.00               |
| 81410   | 8/25/2020 | 003044 THOMSON REUTERS WEST           | CODEBOOKS<br>CODEBOOKS<br>001.1200.4300                                                                                                                       | 1,162.14             |
| Total : |           |                                       |                                                                                                                                                               | 1,162.14             |
| 81411   | 8/25/2020 | 003073 EWING IRRIGATION PRODUCTS INC  | PARKS SUPPLIES<br>PARKS SUPPLIES<br>001.6000.4206<br>TRAILS SUPPLIES<br>TRAILS SUPPLIES<br>016.8540.4206<br>PARKS SUPPLIES<br>PARKS SUPPLIES<br>001.6000.4206 | 245.63<br><br>202.89 |
| Total : |           |                                       |                                                                                                                                                               | 234.05               |
| 81412   | 8/25/2020 | 003144 REVENUE & COST SPECIALISTS,    | CITY FEE STUDY UPDATE<br>CITY FEE STUDY UPDATE<br>001.1700.4621                                                                                               | 5,318.00             |
| Total : |           |                                       |                                                                                                                                                               | 5,318.00             |
| 81413   | 8/25/2020 | 003360 DIRECTV                        | POLICE SATELLITE CABLE-AUG<br>POLICE SATELLITE CABLE-AUG<br>001.2000.4065                                                                                     | 78.00                |
| Total : |           |                                       |                                                                                                                                                               | 78.00                |
| 81414   | 8/25/2020 | 003445 BOOT BARN, INC.                | UNIFORM: A HALLOWAY<br>UNIFORM: A HALLOWAY<br>001.6010.4249<br>UNIFORM BOOTS (COLEMAN)                                                                        | 249.50               |

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| Voucher | Date      | Vendor                 | Description/Account          | Amount          |
|---------|-----------|------------------------|------------------------------|-----------------|
| 81414   | 8/25/2020 | 003445 BOOT BARN, INC. | (Continued)                  |                 |
|         |           |                        | UNIFORM BOOTS (COLEMAN)      |                 |
|         |           |                        | 001.6000.4249                | 150.00          |
|         |           |                        | UNIFORM BOOTS (LAYNE)        |                 |
|         |           |                        | UNIFORM BOOTS (LAYNE)        |                 |
|         |           |                        | 004.8310.4249                | 150.00          |
|         |           |                        | UNIFORM BOOTS (PECK)         |                 |
|         |           |                        | UNIFORM BOOTS (PECK)         |                 |
|         |           |                        | 001.6000.4249                | 150.00          |
|         |           |                        | UNIFORM BOOTS (HALLOWAY)     |                 |
|         |           |                        | UNIFORM BOOTS (HALLOWAY)     |                 |
|         |           |                        | 001.6010.4249                | 150.00          |
|         |           |                        | UNIFORM BOOTS (RAMOS)        |                 |
|         |           |                        | UNIFORM BOOTS (RAMOS)        |                 |
|         |           |                        | 004.8310.4249                | 150.00          |
|         |           |                        | UNIFORMS: LAYNE              |                 |
|         |           |                        | UNIFORMS: LAYNE              |                 |
|         |           |                        | 004.8310.4249                | 51.81           |
|         |           |                        | UNIFORMS: RAMOS              |                 |
|         |           |                        | UNIFORMS: RAMOS              |                 |
|         |           |                        | 004.8310.4249                | 196.49          |
|         |           |                        | <b>Total :</b>               | <b>1,247.80</b> |
| 81415   | 8/25/2020 | 003814 KONE INC.       | ELEVATOR REPAIRS LIBRARY/ELC |                 |
|         |           |                        | ELEVATOR REPAIRS LIBRARY/ELC |                 |
|         |           |                        | 001.6000.4587                | 2,289.76        |
|         |           |                        | <b>Total :</b>               | <b>2,289.76</b> |
| 81416   | 8/25/2020 | 004193 AECOM USA INC.  | BRG07001 DES HBP MAR-APR     |                 |
|         |           |                        | BRG07001 DES HBP MAR-APR     |                 |
|         |           |                        | 030.8495.6813                | 136,394.54      |
|         |           |                        | BRG07001 DES RDA07-MAR-APR   |                 |
|         |           |                        | BRG07001 DES RDA07-MAR-APR   |                 |
|         |           |                        | 010.3830.6813                | 17,671.36       |
|         |           |                        | BRG07001 DES HBP APR-JUN     |                 |
|         |           |                        | BRG07001 DES HBP APR-JUN     |                 |
|         |           |                        | 030.8495.6813                | 86,526.06       |
|         |           |                        | BRG07001 DES RDA07 APR-JUN   |                 |

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| Voucher        | Date      | Vendor                           | Description/Account                                                                                                                                                                                                                                                   | Amount                                  |
|----------------|-----------|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 81416          | 8/25/2020 | 004193 AECOM USA INC.            | (Continued)<br>BRG07001 DES RDA07 APR-JUN<br>010.3830.6813                                                                                                                                                                                                            | 11,210.37                               |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                                                                                       | <b>251,802.33</b>                       |
| 81417          | 8/25/2020 | 004298 ZOLL MEDICAL CORPORATION  | FS#1-3: PARAMEDIC SUPPLIES<br>FS#1-3: PARAMEDIC SUPPLIES<br>028.2050.4211<br>FS#1-3: PARAMEDIC SUPPLIES<br>FS#1-3: PARAMEDIC SUPPLIES<br>028.2050.4211<br>FS#1-3: PARAMEDIC SUPPLIES<br>FS#1-3: PARAMEDIC SUPPLIES<br>028.2050.4211                                   | 1,151.58<br><br><br><br><br>207.78      |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                                                                                       | <b>366.67</b>                           |
| 81418          | 8/25/2020 | 004416 SIEMENS MOBILITY, INC.    | TRAFFIC SIGNAL MAINTENANCE-JUL<br>TRAFFIC SIGNAL MAINTENANCE-JUL<br>004.8310.4580<br>STREET LIGHT MAINTENANCE-JUL<br>STREET LIGHT MAINTENANCE-JUL<br>004.8310.4580<br>TRAFFIC SIGNAL RESPONSE CALL OUTS-JUL<br>TRAFFIC SIGNAL RESPONSE CALL OUTS-JUL<br>004.8310.4580 | 3,283.64<br><br><br><br><br>2,528.50    |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                                                                                       | <b>9,313.99</b>                         |
| 81419          | 8/25/2020 | 004662 SKYLINE SAFETY AND SUPPLY | GRAFFITI SUPPLIES<br>GRAFFITI SUPPLIES<br>001.6010.4206                                                                                                                                                                                                               | 249.91                                  |
| <b>Total :</b> |           |                                  |                                                                                                                                                                                                                                                                       | <b>249.91</b>                           |
| 81420          | 8/25/2020 | 005215 WATER STREET LAND, LLC.   | TR 16745/TR 18935 DIF REIMB<br>TR 16745/TR 18935 DIF REIMB<br>007.8330.4450<br>TR13936 DIF REIMB<br>TR13936 DIF REIMB<br>007.8330.4450                                                                                                                                | 303,517.41<br><br><br><br><br>38,420.59 |

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| Voucher | Date      | Vendor | Description/Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Amount                                                                                      |
|---------|-----------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 81420   | 8/25/2020 | 005215 | 005215 WATER STREET LAND, LLC. (Continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Total : 341,938.00                                                                          |
| 81421   | 8/25/2020 | 005272 | CHAVEZ, JESUS<br>CANDIDATE STATEMENT REFUND<br>CANDIDATE STATEMENT REFUND<br>001.1450.9550                                                                                                                                                                                                                                                                                                                                                                                                                                        | 329.00<br>Total : 329.00                                                                    |
| 81422   | 8/25/2020 | 005324 | CHARLES ABBOTT ASSOCIATES, INC<br>FIRE MARSHALL SERVICES-JUL<br>FIRE MARSHALL SERVICES-JUL<br>029.2100.4540<br>COVID-19 OUTDOOR DINING INSPECTIONS-JUL<br>030.8495.4349<br>FIRE PLAN REVIEW-JUL<br>FIRE PLAN REVIEW-JUL<br>029.2100.4540                                                                                                                                                                                                                                                                                          | 4,420.00<br>170.00<br>237.50<br>Total : 4,827.50                                            |
| 81423   | 8/25/2020 | 005326 | RP LANDSCAPE & IRRIGATION<br>LANDSCAPING-AUG<br>LANDSCAPING-AUG<br>012.8500.4585<br>LANDSCAPING-AUG<br>MEMORIAL PARK LANDSCAPING-AUG<br>001.6000.4585<br>POLICE STATION LANDSCAPING-AUG<br>001.2000.4585<br>CITY HALL LANDSCAPING-AUG<br>042.9510.4585<br>LIBRARY LANDSCAPING-AUG<br>001.6000.4585<br>YMCA LANDSCAPING-AUG<br>001.6000.4585<br>CORP YARD LANDSCAPING-AUG<br>004.8310.4585<br>AURANTIA PARK LANDSCAPING-AUG<br>001.6000.4585<br>COMMUNITY PARK LANDSCAPING-AUG<br>001.6000.4585<br>CANYON OAK PARK LANDSCAPING-AUG | 17,515.00<br>400.00<br>500.00<br>500.00<br>600.00<br>600.00<br>400.00<br>933.00<br>3,691.00 |



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| Voucher | Date      | Vendor                            | Description/Account              | Amount           |
|---------|-----------|-----------------------------------|----------------------------------|------------------|
| 81423   | 8/25/2020 | 005326 RP LANDSCAPE & IRRIGATION  | (Continued)                      |                  |
|         |           |                                   | 016.8540.4585                    | 356.00           |
|         |           |                                   | CUNNINGHAM PARK LANDSCAPING-AUG  |                  |
|         |           |                                   | 016.8540.4585                    | 453.00           |
|         |           |                                   | SEELEY PARK LANDSCAPING-AUG      |                  |
|         |           |                                   | 016.8540.4585                    | 299.00           |
|         |           |                                   | OAK CREEK PARK LANDSCAPING-AUG   |                  |
|         |           |                                   | 016.8540.4585                    | 556.00           |
|         |           |                                   | <b>Total :</b>                   | <b>26,803.00</b> |
| 81424   | 8/25/2020 | 005572 PAVEMENT COATINGS CO.      | STR17005C RET RELEASE-CON MSRI   |                  |
|         |           |                                   | STR17005C RET RELEASE-CON MSRI   |                  |
|         |           |                                   | 017.8350.6550                    | 17,791.26        |
|         |           |                                   | <b>Total :</b>                   | <b>17,791.26</b> |
| 81425   | 8/25/2020 | 005671 HOME DEPOT CREDIT SERVICES | STATION #1 GRINDER RENTAL        |                  |
|         |           |                                   | STATION #1 GRINDER RENTAL        |                  |
|         |           |                                   | 028.2050.4203                    | 87.50            |
|         |           |                                   | STATION #1 GRINDER RENTAL        |                  |
|         |           |                                   | 029.2100.4203                    | 87.50            |
|         |           |                                   | STATION #1 GRINDER RENTAL CREDIT |                  |
|         |           |                                   | 028.2050.4203                    | -16.31           |
|         |           |                                   | STATION #1 GRINDER RENTAL CREDIT |                  |
|         |           |                                   | 029.2100.4203                    | -16.31           |
|         |           |                                   | <b>Total :</b>                   | <b>142.38</b>    |
| 81426   | 8/25/2020 | 005672 IE GENERAL ENGINEERING     | SWK16001 SCH II A ART3 PPE 2A    |                  |
|         |           |                                   | SWK16001 SCH II A ART3 PPE 2A    |                  |
|         |           |                                   | 005.8320.6545                    | 33,012.37        |
|         |           |                                   | SWK16001 SCH II A DIF LOC PPE 2A |                  |
|         |           |                                   | SWK16001 SCH II A DIF LOC PPE 2A |                  |
|         |           |                                   | 007.8330.6545                    | 17,775.90        |
|         |           |                                   | SWK16001 SCH II B DIF LOC PPE 2A |                  |
|         |           |                                   | SWK16001 SCH II B DIF LOC PPE 2A |                  |
|         |           |                                   | 005.8320.6545                    | 31,607.63        |
|         |           |                                   | SWK17001 SCH IV ART 3 PPE 2A     |                  |
|         |           |                                   | SWK17001 SCH IV ART 3 PPE 2A     |                  |
|         |           |                                   | 007.8330.6545                    | 61,814.41        |

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| Voucher                         | Date      | Vendor                        | Description/Account                    | Amount                             |
|---------------------------------|-----------|-------------------------------|----------------------------------------|------------------------------------|
| 81426                           | 8/25/2020 | 005672 IE GENERAL ENGINEERING | (Continued)                            |                                    |
|                                 |           |                               | SWK17001 SCH IV RDA04 PPE 2A           |                                    |
|                                 |           |                               | SWK17001 SCH IV RDA04 PPE 2A           |                                    |
|                                 |           |                               | 010.3830.6545                          | 33,284.68                          |
|                                 |           |                               | SWK16001 SCH II A ART3 PPE 2B          |                                    |
|                                 |           |                               | SWK16001 SCH II A ART3 PPE 2B          |                                    |
|                                 |           |                               | 005.8320.6545                          | 2,358.03                           |
|                                 |           |                               | SWK16001 SCH II A DIF LOC PPE 2B       |                                    |
|                                 |           |                               | SWK16001 SCH II A DIF LOC PPE 2B       |                                    |
|                                 |           |                               | 007.8330.6545                          | 1,269.70                           |
|                                 |           |                               | SWK16001 SCH II B DIF LOC PPE 2B       |                                    |
|                                 |           |                               | SWK16001 SCH II B DIF LOC PPE 2B       |                                    |
|                                 |           |                               | 005.8320.6545                          | 2,257.68                           |
|                                 |           |                               | SWK17001 SCH IV ART 3 PPE 2B           |                                    |
|                                 |           |                               | SWK17001 SCH IV ART 3 PPE 2B           |                                    |
|                                 |           |                               | 007.8330.6545                          | 4,415.32                           |
|                                 |           |                               | SWK17001 SCH IV RDA04 PPE 2B           |                                    |
|                                 |           |                               | SWK17001 SCH IV RDA04 PPE 2B           |                                    |
|                                 |           |                               | 010.3830.6545                          | 2,377.48                           |
|                                 |           |                               | <b>Total :</b>                         | <b>190,173.20</b>                  |
| 81427                           | 8/25/2020 | 005699 FASTENAL COMPANY       | CORP YARD: STREET MAINTENANCE MATERIAL |                                    |
|                                 |           |                               | CORP YARD: STREET MAINTENANCE MATERIAL |                                    |
|                                 |           |                               | 004.8310.4203                          | 618.22                             |
|                                 |           |                               | <b>Total :</b>                         | <b>618.22</b>                      |
| 44 Vouchers for bank code : wfb |           |                               |                                        | <b>Bank total : 938,650.35</b>     |
| 44 Vouchers in this report      |           |                               |                                        | <b>Total vouchers : 938,650.35</b> |

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| Voucher | Date      | Vendor                                | Description/Account    | Amount |
|---------|-----------|---------------------------------------|------------------------|--------|
| 501     | 8/28/2020 | 000004 PUBLIC EMPLOYEE RETIREMENT SYS | EPMC: PAYMENT          |        |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 041.1145               | 0.34   |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 042.1145               | 0.78   |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 070.1145               | 0.62   |
|         |           |                                       | PERS: Payment          |        |
|         |           |                                       | 016.1145               | 163.99 |
|         |           |                                       | PERS: Payment          |        |
|         |           |                                       | 023.1145               | 93.53  |
|         |           |                                       | PERS: Payment          |        |
|         |           |                                       | 024.1145               | 18.77  |
|         |           |                                       | PERS: Payment          |        |
|         |           |                                       | 041.1145               | 445.93 |
|         |           |                                       | PERS: Payment          |        |
|         |           |                                       | 042.1145               | 298.97 |
|         |           |                                       | PERS: Payment          |        |
|         |           |                                       | 070.1145               | 734.13 |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 001.1145               | 25.56  |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 004.1145               | 4.04   |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 006.1145               | 0.59   |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 010.1145               | 1.07   |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 012.1145               | 0.57   |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 016.1145               | 0.55   |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 023.1145               | 0.24   |
|         |           |                                       | PERS SURVIVOR: Payment |        |
|         |           |                                       | 024.1145               | 0.05   |
|         |           |                                       | EPMC: Payment          |        |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor | Description/Account                        | Amount           |
|---------|-----------|--------|--------------------------------------------|------------------|
| 501     | 8/28/2020 | 000004 | PUBLIC EMPLOYEE RETIREMENT SYS (Continued) |                  |
|         |           |        | 001.1145                                   | 632.15           |
|         |           |        | EPMC: Payment                              |                  |
|         |           |        | 004.1145                                   | 91.51            |
|         |           |        | EPMC: Payment                              |                  |
|         |           |        | 006.1145                                   | 19.54            |
|         |           |        | EPMC: Payment                              |                  |
|         |           |        | 010.1145                                   | 22.62            |
|         |           |        | EPMC: Payment                              |                  |
|         |           |        | 012.1145                                   | 1.99             |
|         |           |        | EPMC: Payment                              |                  |
|         |           |        | 016.1145                                   | 1.99             |
|         |           |        | EPMC: Payment                              |                  |
|         |           |        | 023.1145                                   | 6.56             |
|         |           |        | EPMC: Payment                              |                  |
|         |           |        | 024.1145                                   | 0.55             |
|         |           |        | EPMC: Payment                              |                  |
|         |           |        | 041.1145                                   | 31.22            |
|         |           |        | EPMC: Payment                              |                  |
|         |           |        | 042.1145                                   | 10.50            |
|         |           |        | EPMC: Payment                              |                  |
|         |           |        | 070.1145                                   | 51.37            |
|         |           |        | PERS: Payment                              |                  |
|         |           |        | 001.1145                                   | 13,851.74        |
|         |           |        | PERS: Payment                              |                  |
|         |           |        | 004.1145                                   | 2,284.82         |
|         |           |        | PERS: Payment                              |                  |
|         |           |        | 006.1145                                   | 403.41           |
|         |           |        | PERS: Payment                              |                  |
|         |           |        | 010.1145                                   | 816.12           |
|         |           |        | PERS: Payment                              |                  |
|         |           |        | 012.1145                                   | 164.02           |
|         |           |        | <b>Total :</b>                             | <b>20,179.84</b> |
| 502     | 8/28/2020 | 000119 | INTERNAL REVENUE SERVICE                   |                  |
|         |           |        | FEDERAL TAXES: PAYMENT                     |                  |
|         |           |        | FEDERAL TAXES: Payment                     |                  |
|         |           |        | 001.1120                                   | 10,879.19        |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor                          | Description/Account      | Amount   |
|---------|-----------|---------------------------------|--------------------------|----------|
| 502     | 8/28/2020 | 000119 INTERNAL REVENUE SERVICE | (Continued)              |          |
|         |           |                                 | FEDERAL TAXES: Payment   |          |
|         |           |                                 | 004.1120                 | 1,721.86 |
|         |           |                                 | FEDERAL TAXES: Payment   |          |
|         |           |                                 | 006.1120                 | 234.55   |
|         |           |                                 | FEDERAL TAXES: Payment   |          |
|         |           |                                 | 010.1120                 | 605.20   |
|         |           |                                 | FEDERAL TAXES: Payment   |          |
|         |           |                                 | 012.1120                 | 32.12    |
|         |           |                                 | FEDERAL TAXES: Payment   |          |
|         |           |                                 | 016.1120                 | 32.12    |
|         |           |                                 | FEDERAL TAXES: Payment   |          |
|         |           |                                 | 023.1120                 | 55.75    |
|         |           |                                 | FEDERAL TAXES: Payment   |          |
|         |           |                                 | 024.1120                 | 14.52    |
|         |           |                                 | FEDERAL TAXES: Payment   |          |
|         |           |                                 | 041.1120                 | 406.05   |
|         |           |                                 | FEDERAL TAXES: Payment   |          |
|         |           |                                 | 042.1120                 | 187.21   |
|         |           |                                 | FEDERAL TAXES: Payment   |          |
|         |           |                                 | 070.1120                 | 549.48   |
|         |           |                                 | SOCIAL SECURITY: Payment |          |
|         |           |                                 | 001.1140                 | 553.80   |
|         |           |                                 | MEDICARE: Payment        |          |
|         |           |                                 | 001.1140                 | 2,858.68 |
|         |           |                                 | MEDICARE: Payment        |          |
|         |           |                                 | 004.1140                 | 461.82   |
|         |           |                                 | MEDICARE: Payment        |          |
|         |           |                                 | 006.1140                 | 70.92    |
|         |           |                                 | MEDICARE: Payment        |          |
|         |           |                                 | 010.1140                 | 161.12   |
|         |           |                                 | MEDICARE: Payment        |          |
|         |           |                                 | 012.1140                 | 40.32    |
|         |           |                                 | MEDICARE: Payment        |          |
|         |           |                                 | 016.1140                 | 40.32    |
|         |           |                                 | MEDICARE: Payment        |          |
|         |           |                                 | 023.1140                 | 18.90    |

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**Voucher List**  
**CITY OF HIGHLAND**

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Bank code : wfb

| Voucher        | Date      | Vendor                           | Description/Account             | Amount           |
|----------------|-----------|----------------------------------|---------------------------------|------------------|
| 502            | 8/28/2020 | 000119 INTERNAL REVENUE SERVICE  | (Continued)                     |                  |
|                |           |                                  | MEDICARE: Payment               |                  |
|                |           |                                  | 024.1140                        | 4.26             |
|                |           |                                  | MEDICARE: Payment               |                  |
|                |           |                                  | 041.1140                        | 74.04            |
|                |           |                                  | MEDICARE: Payment               |                  |
|                |           |                                  | 042.1140                        | 67.76            |
|                |           |                                  | MEDICARE: Payment               |                  |
|                |           |                                  | 070.1140                        | 124.62           |
| <b>Total :</b> |           |                                  |                                 | <b>19,194.61</b> |
| 503            | 8/28/2020 | 000001 CALIF STATE EMPLOYMENT    | STATE TAXES: PAYMENT            |                  |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 001.1130                        | 4,112.64         |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 004.1130                        | 718.41           |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 006.1130                        | 90.33            |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 010.1130                        | 295.94           |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 012.1130                        | 21.94            |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 016.1130                        | 21.92            |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 023.1130                        | 14.73            |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 024.1130                        | 4.73             |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 041.1130                        | 165.31           |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 042.1130                        | 63.56            |
|                |           |                                  | STATE TAXES: Payment            |                  |
|                |           |                                  | 070.1130                        | 242.34           |
| <b>Total :</b> |           |                                  |                                 | <b>5,751.85</b>  |
| 81428          | 8/28/2020 | 000003 ICMA RETIREMENT TRUST-457 | ICMA DEFERRED COMP 457: PAYMENT |                  |
|                |           |                                  | ICMA DEFERRED COMP 457: Payment |                  |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor                           | Description/Account               | Amount          |
|---------|-----------|----------------------------------|-----------------------------------|-----------------|
| 81428   | 8/28/2020 | 000003 ICMA RETIREMENT TRUST-457 | (Continued)                       |                 |
|         |           |                                  | 001.1170                          | 6,514.95        |
|         |           |                                  | ICMA DEFERRED COMP 457: Payment   |                 |
|         |           |                                  | 004.1170                          | 430.11          |
|         |           |                                  | ICMA DEFERRED COMP 457: Payment   |                 |
|         |           |                                  | 010.1170                          | 294.00          |
|         |           |                                  | ICMA DEFERRED COMP 457: Payment   |                 |
|         |           |                                  | 012.1170                          | 12.50           |
|         |           |                                  | ICMA DEFERRED COMP 457: Payment   |                 |
|         |           |                                  | 016.1170                          | 12.50           |
|         |           |                                  | ICMA DEFERRED COMP 457: Payment   |                 |
|         |           |                                  | 041.1170                          | 316.33          |
|         |           |                                  | ICMA DEFERRED COMP 457: Payment   |                 |
|         |           |                                  | 070.1170                          | 237.06          |
|         |           |                                  | <b>Total :</b>                    | <b>7,817.45</b> |
| 81429   | 8/28/2020 | 000433 ARROWHEAD UNITED WAY      | ARROWHEAD UNITED WAY: PAYMENT     |                 |
|         |           |                                  | ARROWHEAD UNITED WAY: Payment     |                 |
|         |           |                                  | 001.1180                          | 11.26           |
|         |           |                                  | ARROWHEAD UNITED WAY: Payment     |                 |
|         |           |                                  | 004.1180                          | 0.77            |
|         |           |                                  | ARROWHEAD UNITED WAY: Payment     |                 |
|         |           |                                  | 041.1180                          | 2.26            |
|         |           |                                  | ARROWHEAD UNITED WAY: Payment     |                 |
|         |           |                                  | 070.1180                          | 0.71            |
|         |           |                                  | <b>Total :</b>                    | <b>15.00</b>    |
| 81430   | 8/28/2020 | 003804 AFLAC WWHQ                | AFLAC ACCIDENT INSURANCE: PAYMENT |                 |
|         |           |                                  | AFLAC ACCIDENT INSURANCE: Payment |                 |
|         |           |                                  | 001.1181                          | 109.93          |
|         |           |                                  | AFLAC ACCIDENT INSURANCE: Payment |                 |
|         |           |                                  | 004.1181                          | 12.82           |
|         |           |                                  | AFLAC ACCIDENT INSURANCE: Payment |                 |
|         |           |                                  | 012.1181                          | 3.58            |
|         |           |                                  | AFLAC ACCIDENT INSURANCE: Payment |                 |
|         |           |                                  | 016.1181                          | 3.56            |
|         |           |                                  | AFLAC ACCIDENT INSURANCE: Payment |                 |
|         |           |                                  | 023.1181                          | 5.81            |



**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher        | Date      | Vendor            | Description/Account                 | Amount        |
|----------------|-----------|-------------------|-------------------------------------|---------------|
| 81430          | 8/28/2020 | 003804 AFLAC WWHQ | (Continued)                         |               |
|                |           |                   | AFLAC ACCIDENT INSURANCE: Payment   |               |
|                |           |                   | 024.1181                            | 0.26          |
|                |           |                   | AFLAC CANCER INSURANCE: Payment     |               |
|                |           |                   | 001.1181                            | 18.63         |
|                |           |                   | AFLAC DISABILITY INSURANCE: Payment |               |
|                |           |                   | 001.1181                            | 211.32        |
|                |           |                   | AFLAC DISABILITY INSURANCE: Payment |               |
|                |           |                   | 004.1181                            | 24.69         |
|                |           |                   | AFLAC DISABILITY INSURANCE: Payment |               |
|                |           |                   | 012.1181                            | 6.30          |
|                |           |                   | AFLAC DISABILITY INSURANCE: Payment |               |
|                |           |                   | 016.1181                            | 6.30          |
|                |           |                   | AFLAC DISABILITY INSURANCE: Payment |               |
|                |           |                   | 024.1181                            | 0.51          |
|                |           |                   | AFLAC HOSPITAL INSURANCE: Payment   |               |
|                |           |                   | 001.1181                            | 73.59         |
|                |           |                   | AFLAC HOSPITAL INSURANCE: Payment   |               |
|                |           |                   | 012.1181                            | 6.70          |
|                |           |                   | AFLAC HOSPITAL INSURANCE: Payment   |               |
|                |           |                   | 016.1181                            | 6.71          |
|                |           |                   | AFLAC DENTAL: Payment               |               |
|                |           |                   | 001.1181                            | 27.89         |
|                |           |                   | AFLAC DENTAL: Payment               |               |
|                |           |                   | 004.1181                            | 0.55          |
|                |           |                   | AFLAC DENTAL: Payment               |               |
|                |           |                   | 041.1181                            | 1.66          |
|                |           |                   | AFLAC DENTAL: Payment               |               |
|                |           |                   | 070.1181                            | 0.56          |
|                |           |                   | AFLAC SPECIFIED HEALTH INS: Payment |               |
|                |           |                   | 001.1181                            | 2.96          |
|                |           |                   | AFLAC SPECIFIED HEALTH INS: Payment |               |
|                |           |                   | 012.1181                            | 1.49          |
|                |           |                   | AFLAC SPECIFIED HEALTH INS: Payment |               |
|                |           |                   | 016.1181                            | 1.49          |
| <b>Total :</b> |           |                   |                                     | <b>527.31</b> |

Voucher List  
CITY OF HIGHLAND

Bank code : wfb

| Voucher | Date | Vendor                       | Description/Account | Amount                     |
|---------|------|------------------------------|---------------------|----------------------------|
| 6       |      | Vouchers for bank code : wfb |                     | Bank total : 53,486.06     |
| 6       |      | Vouchers in this report      |                     | Total vouchers : 53,486.06 |

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Voucher List  
CITY OF HIGHLAND

Page: 1

Bank code : wfb

| Voucher | Date     | Vendor                                | Description/Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Amount                                                                                                                                                               |
|---------|----------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 81431   | 9/1/2020 | 000043 BALLARD PLUMBING HEATING & AIR | FS#2: HVAC REPAIR<br>FS#2: HVAC REPAIR<br>028.2050.4070<br>FS#2: HVAC REPAIR<br>029.2100.4070                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 3,900.00<br><br><br>3,900.00<br><br>Total : 7,800.00                                                                                                                 |
| 81432   | 9/1/2020 | 000085 EAST VALLEY WATER DISTRICT     | LMD'S-AUG<br>LMD'S-AUG<br>012.8500.4030<br>CITY HALL-AUG<br>CITY HALL-AUG<br>042.9510.4030<br>CITY HALL-AUG<br>CITY HALL-AUG<br>042.9510.4030<br>POLICE STATION-AUG<br>POLICE STATION-AUG<br>001.2000.4030<br>POLICE STATION-AUG<br>POLICE STATION-AUG<br>001.2000.4030<br>POLICE STATION-AUG<br>POLICE STATION-AUG<br>001.2000.4030<br>POLICE STATION-AUG<br>POLICE STATION-AUG<br>001.2000.4030<br>STATION #1-AUG<br>STATION #1-AUG<br>029.2100.4030<br>STATION #1-AUG<br>028.2050.4030<br>STATION #2-AUG<br>STATION #2-AUG<br>029.2100.4030<br>STATION #2-AUG | 3,935.50<br><br><br><br><br>394.54<br><br><br>35.14<br><br><br>934.86<br><br><br>52.70<br><br><br>52.70<br><br><br>184.91<br><br><br>89.82<br><br>89.82<br><br>62.99 |

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**Voucher List**  
**CITY OF HIGHLAND**

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Bank code : wfb

| Voucher | Date     | Vendor                            | Description/Account                   | Amount          |
|---------|----------|-----------------------------------|---------------------------------------|-----------------|
| 81432   | 9/1/2020 | 000085 EAST VALLEY WATER DISTRICT | (Continued)                           |                 |
|         |          |                                   | 028.2050.4030                         | 62.98           |
|         |          |                                   | STATION #2-AUG                        |                 |
|         |          |                                   | STATION #2-AUG                        |                 |
|         |          |                                   | 029.2100.4030                         | 17.57           |
|         |          |                                   | STATION #2-AUG                        |                 |
|         |          |                                   | 028.2050.4030                         | 17.57           |
|         |          |                                   | STATION #3-AUG                        |                 |
|         |          |                                   | STATION #3-AUG                        |                 |
|         |          |                                   | 029.2100.4030                         | 26.35           |
|         |          |                                   | STATION #3-AUG                        |                 |
|         |          |                                   | 028.2050.4030                         | 26.35           |
|         |          |                                   | STATION #3-AUG                        |                 |
|         |          |                                   | STATION #3-AUG                        |                 |
|         |          |                                   | 029.2100.4030                         | 35.21           |
|         |          |                                   | STATION #3-AUG                        |                 |
|         |          |                                   | 028.2050.4030                         | 35.21           |
|         |          |                                   | AURANTIA PARK-AUG                     |                 |
|         |          |                                   | AURANTIA PARK-AUG                     |                 |
|         |          |                                   | 001.6000.4030                         | 629.52          |
|         |          |                                   | BASELINE MEDIAN-AUG                   |                 |
|         |          |                                   | BASELINE MEDIAN-AUG                   |                 |
|         |          |                                   | 004.8310.4030                         | 306.54          |
|         |          |                                   | BASELINE MEDIAN-AUG                   |                 |
|         |          |                                   | BASELINE MEDIAN-AUG                   |                 |
|         |          |                                   | 004.8310.4030                         | 268.77          |
|         |          |                                   | <b>Total :</b>                        | <b>7,259.05</b> |
| 81433   | 9/1/2020 | 000127 K & L HARDWARE             | COVID19: STATION #2 BARN DOOR PROJECT |                 |
|         |          |                                   | COVID19: STATION #2 BARN DOOR PROJECT |                 |
|         |          |                                   | 028.2050.4070                         | 24.21           |
|         |          |                                   | COVID19: STATION #2 BARN DOOR PROJECT |                 |
|         |          |                                   | 029.2100.4070                         | 24.20           |
|         |          |                                   | POLICE STATION GENERATOR FLUID        |                 |
|         |          |                                   | POLICE STATION GENERATOR FLUID        |                 |
|         |          |                                   | 001.2000.4222                         | 4.30            |
|         |          |                                   | CORP YARD BATTERIES FOR GATE REMOTES  |                 |
|         |          |                                   | CORP YARD BATTERIES FOR GATE REMOTES  |                 |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher        | Date     | Vendor                             | Description/Account                                                                                                                                   | Amount                                       |
|----------------|----------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 81433          | 9/1/2020 | 000127 K & L HARDWARE              | (Continued)<br>004.8310.4206                                                                                                                          | 27.56                                        |
| <b>Total :</b> |          |                                    |                                                                                                                                                       | <b>80.27</b>                                 |
| 81434          | 9/1/2020 | 000155 NEW YORK LIFE               | NEW YORK LIFE-SEP<br>NEW YORK LIFE-SEP<br>001.1180<br>NEW YORK LIFE-SEP<br>004.1180<br>NEW YORK LIFE-SEP<br>041.1180<br>NEW YORK LIFE-SEP<br>070.1180 | 9.75<br><br><br>0.65<br><br>1.95<br><br>0.65 |
| <b>Total :</b> |          |                                    |                                                                                                                                                       | <b>13.00</b>                                 |
| 81435          | 9/1/2020 | 000165 AT&T                        | POLICE ALARM-AUG<br>POLICE ALARM-AUG<br>001.2000.4060                                                                                                 | 711.78                                       |
| <b>Total :</b> |          |                                    |                                                                                                                                                       | <b>711.78</b>                                |
| 81436          | 9/1/2020 | 000165 AT&T                        | BASELINE LITTLE LEAGUE-AUG<br>BASELINE LITTLE LEAGUE-AUG<br>001.6000.4060                                                                             | 341.96                                       |
| <b>Total :</b> |          |                                    |                                                                                                                                                       | <b>341.96</b>                                |
| 81437          | 9/1/2020 | 000165 AT&T                        | CITY HALL-AUG<br>CITY HALL-AUG<br>042.9510.4060                                                                                                       | 341.96                                       |
| <b>Total :</b> |          |                                    |                                                                                                                                                       | <b>341.96</b>                                |
| 81438          | 9/1/2020 | 000175 THE PRESS ENTERPRISE        | BID NO. 2020-08<br>BID NO. 2020-08<br>001.1200.4300                                                                                                   | 479.60                                       |
| <b>Total :</b> |          |                                    |                                                                                                                                                       | <b>479.60</b>                                |
| 81439          | 9/1/2020 | 000176 PRINCIPAL LIFE INSURANCE CO | PRINCIPAL-SEP<br>PRINCIPAL-SEP<br>001.4600.3590<br>PRINCIPAL-SEP                                                                                      | 42.87                                        |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date     | Vendor                             | Description/Account | Amount |
|---------|----------|------------------------------------|---------------------|--------|
| 81439   | 9/1/2020 | 000176 PRINCIPAL LIFE INSURANCE CO | (Continued)         |        |
|         |          |                                    | 001.6000.3590       | 15.87  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 001.6010.3590       | 15.95  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 001.6020.3590       | 10.73  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 004.8310.3590       | 84.05  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 006.8400.3590       | 16.25  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 010.3830.3590       | 23.64  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 012.8500.3590       | 7.83   |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 016.8540.3590       | 7.83   |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 023.3890.3590       | 3.58   |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 024.8470.3590       | 0.83   |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 041.9500.3590       | 13.83  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 042.9510.3590       | 13.41  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 070.7000.3590       | 26.80  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 001.1200.3590       | 42.54  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 001.1450.3590       | 81.57  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 001.1600.3590       | 7.81   |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 001.1700.3590       | 89.94  |
|         |          |                                    | PRINCIPAL-SEP       |        |
|         |          |                                    | 001.3200.3590       | 35.23  |
|         |          |                                    | PRINCIPAL-SEP       |        |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date     | Vendor                             | Description/Account          | Amount          |
|---------|----------|------------------------------------|------------------------------|-----------------|
| 81439   | 9/1/2020 | 000176 PRINCIPAL LIFE INSURANCE CO | (Continued)                  |                 |
|         |          |                                    | 001.4100.3590                | 112.49          |
|         |          |                                    | PRINCIPAL-SEP                |                 |
|         |          |                                    | 001.4200.3590                | 66.28           |
|         |          |                                    | PRINCIPAL-SEP                |                 |
|         |          |                                    | 001.4500.3590                | 31.22           |
|         |          |                                    | <b>Total :</b>               | <b>750.55</b>   |
| 81440   | 9/1/2020 | 000203 SOUTHERN CALIFORNIA EDISON  | STATION #3-AUG               |                 |
|         |          |                                    | STATION #3-AUG               |                 |
|         |          |                                    | 028.2050.4010                | 1,180.23        |
|         |          |                                    | STATION #3-AUG               |                 |
|         |          |                                    | 029.2100.4010                | 1,180.23        |
|         |          |                                    | TRAFFIC SIG PALM/CYPRESS-AUG |                 |
|         |          |                                    | TRAFFIC SIG PALM/CYPRESS-AUG |                 |
|         |          |                                    | 004.8310.4580                | 39.49           |
|         |          |                                    | BASELINE MEDIAN-AUG          |                 |
|         |          |                                    | BASELINE MEDIAN-AUG          |                 |
|         |          |                                    | 004.8310.4010                | 10.59           |
|         |          |                                    | <b>Total :</b>               | <b>2,410.54</b> |
| 81441   | 9/1/2020 | 000204 SOCALGAS                    | STATION #2-AUG               |                 |
|         |          |                                    | STATION #2-AUG               |                 |
|         |          |                                    | 028.2050.4020                | 24.63           |
|         |          |                                    | STATION #2-AUG               |                 |
|         |          |                                    | 029.2100.4020                | 24.62           |
|         |          |                                    | STATION #3-AUG               |                 |
|         |          |                                    | STATION #3-AUG               |                 |
|         |          |                                    | 029.2100.4020                | 26.26           |
|         |          |                                    | STATION #3-AUG               |                 |
|         |          |                                    | 028.2050.4020                | 26.25           |
|         |          |                                    | POLICE-JUL                   |                 |
|         |          |                                    | POLICE-JUL                   |                 |
|         |          |                                    | 001.2000.4020                | 643.14          |
|         |          |                                    | STATION #1-JUL               |                 |
|         |          |                                    | STATION #1-JUL               |                 |
|         |          |                                    | 028.2050.4020                | 17.86           |
|         |          |                                    | STATION #1-JUL               |                 |

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| Voucher        | Date     | Vendor                           | Description/Account                                                                                                                                                                                                                                                      | Amount                                              |
|----------------|----------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 81441          | 9/1/2020 | 000204 SOCALGAS                  | (Continued)<br>029.2100.4020                                                                                                                                                                                                                                             | 17.86                                               |
| <b>Total :</b> |          |                                  |                                                                                                                                                                                                                                                                          | <b>780.62</b>                                       |
| 81442          | 9/1/2020 | 000207 KONICA MINOLTA            | COPIER MAINT-AUG<br>COPIER MAINT-AUG<br>001.2000.4205<br>COPIER MAINT-AUG<br>042.9510.4205                                                                                                                                                                               | 6.70                                                |
| <b>Total :</b> |          |                                  |                                                                                                                                                                                                                                                                          | <b>837.60</b>                                       |
| 81443          | 9/1/2020 | 000226 UNUM LIFE INSURANCE       | LONG TERM DISABILITY-SEP<br>LONG TERM DISABILITY-SEP<br>001.1180<br>LONG TERM DISABILITY-SEP<br>004.1180<br>LONG TERM DISABILITY-SEP<br>006.1180<br>LONG TERM DISABILITY-SEP<br>010.1180<br>LONG TERM DISABILITY-SEP<br>041.1180<br>LONG TERM DISABILITY-SEP<br>070.1180 | 600.44<br>33.30<br>18.50<br>22.20<br>25.46<br>51.80 |
| <b>Total :</b> |          |                                  |                                                                                                                                                                                                                                                                          | <b>751.70</b>                                       |
| 81444          | 9/1/2020 | 000324 DIB'S SAFE & LOCK SERVICE | DUPLICATE KEYS<br>DUPLICATE KEYS<br>001.2000.4070                                                                                                                                                                                                                        | 30.00                                               |
| <b>Total :</b> |          |                                  |                                                                                                                                                                                                                                                                          | <b>30.00</b>                                        |
| 81445          | 9/1/2020 | 000623 HARBOR FREIGHT TOOLS      | STATION #1 CONCRETE FLOOR PROJECT<br>STATION #1 CONCRETE FLOOR PROJECT<br>028.2050.4203<br>STATION #1 CONCRETE FLOOR PROJECT<br>029.2100.4203                                                                                                                            | 29.41<br>29.40                                      |
| <b>Total :</b> |          |                                  |                                                                                                                                                                                                                                                                          | <b>58.81</b>                                        |
| 81446          | 9/1/2020 | 000824 J & M TROPHIES            | 5 YEAR AWARDS: COLEMAN & NAVA-CRUZ                                                                                                                                                                                                                                       |                                                     |



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| Voucher        | Date     | Vendor                            | Description/Account                                                                              | Amount          |
|----------------|----------|-----------------------------------|--------------------------------------------------------------------------------------------------|-----------------|
| 81446          | 9/1/2020 | 000824 J & M TROPHIES             | (Continued)<br>5 YEAR AWARDS: COLEMAN & NAVA-CRUZ<br>001.1000.4336                               | 80.00           |
| <b>Total :</b> |          |                                   |                                                                                                  | <b>80.00</b>    |
| 81447          | 9/1/2020 | 001193 LIFE ASSIST, INC.          | FS#1-3: COVID19 PROTECTIVE GOWN & GLOVE<br>FS#1-3: COVID19 GLOVES (XL)<br>030.8495.4349          | 237.05          |
|                |          |                                   | FS#1-3: COVID19 PROTECTIVE GOWN & GLOVE<br>FS#1-3: COVID19 PROTECTIVE GOWN<br>030.8495.4349      | 467.10          |
|                |          |                                   | FS#1-3: COVID19 PROTECTIVE GOWN & GLOVE<br>FS#1-3: COVID19 GLOVES (L)<br>030.8495.4349           | 237.05          |
| <b>Total :</b> |          |                                   |                                                                                                  | <b>941.20</b>   |
| 81448          | 9/1/2020 | 001337 ICEMA                      | FS#1-3: ANNUAL PROVISION OF MEDICAL CONT<br>FS#1-3: ANNUAL PROVISION OF MEDICAL<br>028.2050.4223 | 3,200.00        |
| <b>Total :</b> |          |                                   |                                                                                                  | <b>3,200.00</b> |
| 81449          | 9/1/2020 | 001404 LOWE'S                     | UNIFORM: LAYNE<br>UNIFORM: LAYNE<br>004.8310.4249                                                | 61.37           |
|                |          |                                   | FS#2: WASHER & DRYER<br>FS#2: WASHER & DRYER<br>029.2100.4203                                    | 810.55          |
|                |          |                                   | FS#2: WASHER & DRYER<br>028.2050.4203                                                            | 810.55          |
|                |          |                                   | FS#3: HOOD & MICROWAVE<br>FS#3: HOOD & MICROWAVE<br>029.2100.4203                                | 241.57          |
|                |          |                                   | FS#3: HOOD & MICROWAVE<br>028.2050.4203                                                          | 241.57          |
| <b>Total :</b> |          |                                   |                                                                                                  | <b>2,165.61</b> |
| 81450          | 9/1/2020 | 001414 RICHARDS, WATSON & GERSHON | GENERAL-JUL<br>GENERAL-JUL                                                                       |                 |

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| Voucher | Date     | Vendor                            | Description/Account                   | Amount          |
|---------|----------|-----------------------------------|---------------------------------------|-----------------|
| 81450   | 9/1/2020 | 001414 RICHARDS, WATSON & GERSHON | (Continued)                           |                 |
|         |          |                                   | 001.1450.4520                         | 6,443.46        |
|         |          |                                   | COVID-19 DECLARATION OF EMERGENCY-JUL |                 |
|         |          |                                   | COVID-19 DECLARATION OF EMERGENCY-JUL |                 |
|         |          |                                   | 030.8495.4520                         | 85.00           |
|         |          |                                   | SPECIAL PERSONNEL MATTER #4-JUL       |                 |
|         |          |                                   | SPECIAL PERSONNEL MATTER #4-JUL       |                 |
|         |          |                                   | 001.1450.4520                         | 920.00          |
|         |          |                                   | GENERAL-JUL                           |                 |
|         |          |                                   | GENERAL-JUL                           |                 |
|         |          |                                   | 001.1450.4520                         | 187.00          |
|         |          |                                   | TAX ALLOCATION REFUNDING BONDS, ISSUE |                 |
|         |          |                                   | TAX ALLOCATION REFUNDING BONDS, ISSUE |                 |
|         |          |                                   | 001.1450.4520                         | 325.00          |
|         |          |                                   | <b>Total :</b>                        | <b>7,960.46</b> |
| 81451   | 9/1/2020 | 001439 OFFICE SOLUTIONS           | OFFICE SUPPLIES                       |                 |
|         |          |                                   | OFFICE SUPPLIES                       |                 |
|         |          |                                   | 001.4100.4200                         | 30.78           |
|         |          |                                   | <b>Total :</b>                        | <b>30.78</b>    |
| 81452   | 9/1/2020 | 001473 COUNTY OF SAN BERNARDINO   | RADIO ACCESS-MAY                      |                 |
|         |          |                                   | RADIO ACCESS-MAY                      |                 |
|         |          |                                   | 029.2100.4209                         | 596.82          |
|         |          |                                   | RADIO ACCESS-MAY                      |                 |
|         |          |                                   | 028.2050.4209                         | 596.82          |
|         |          |                                   | RADIO ACCESS-JUN                      |                 |
|         |          |                                   | RADIO ACCESS-JUN                      |                 |
|         |          |                                   | 028.2050.4209                         | 654.39          |
|         |          |                                   | RADIO ACCESS-JUN                      |                 |
|         |          |                                   | 029.2100.4209                         | 654.39          |
|         |          |                                   | RADIO ACCESS-JUL                      |                 |
|         |          |                                   | RADIO ACCESS-JUL                      |                 |
|         |          |                                   | 028.2050.4209                         | 598.18          |
|         |          |                                   | RADIO ACCESS-JUL                      |                 |
|         |          |                                   | 029.2100.4209                         | 598.18          |
|         |          |                                   | <b>Total :</b>                        | <b>3,698.78</b> |

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|---------|----------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 81453   | 9/1/2020 | 001476 TIME WARNER CABLE              | POLICE TELE/INT SERVICES-SEP<br>POLICE TELE/INT SERVICES-SEP<br>001.2000.4065<br>CORP YARD TELE/INT SERVICES-SEP<br>CORP YARD TELE/INT SERVICES-SEP<br>004.8310.4060                                                                                                                                                                                                         | 989.04<br><br><br><br><br>663.64<br><b>Total : 1,652.68</b>                                               |
| 81454   | 9/1/2020 | 001527 SHRED-IT USA                   | SHREDDING SERVICES-AUG<br>SHREDDING SERVICES-AUG<br>001.1200.4626                                                                                                                                                                                                                                                                                                            | <br><br>89.34<br><b>Total : 89.34</b>                                                                     |
| 81455   | 9/1/2020 | 002032 AGA ENGINEERS INC              | ON CALL SIGNAL MONITORING-MAY<br>ON CALL SIGNAL MONITORING-MAY<br>020.8440.4550<br>TRAFFIC SIGNAL MONITORING SERVICES-MAY<br>TRAFFIC SIGNAL MONITORING SERVICES-MAY<br>020.8440.4550<br>ON CALL SIGNAL MONITORING-JUN<br>ON CALL SIGNAL MONITORING-JUN<br>020.8440.4550<br>TRAFFIC SIGNAL MONITORING SERVICES-JUN<br>TRAFFIC SIGNAL MONITORING SERVICES-JUN<br>020.8440.4550 | 1,995.00<br><br><br><br><br>3,200.00<br><br><br><br><br>300.00<br><br>3,200.00<br><b>Total : 8,695.00</b> |
| 81456   | 9/1/2020 | 002190 ENGINEERING RESOURCES OF SO CA | ENGINEERING SERVICES-APR<br>ENGINEERING SERVICES-APR<br>001.3200.4550<br>ICH 09-001 IVDA AGMT-APR<br>ICH 09-001 IVDA AGMT-APR<br>027.8490.6813<br>PLAN CHECK/INSP/PERMIT-APR<br>PLAN CHECK/INSP/PERMIT-APR<br>001.3200.4551<br>TCP 20-001-APR<br>TCP 20-001-APR                                                                                                              | <br><br>1,345.19<br><br><br><br>388.57<br><br><br>31,876.64                                               |

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| Voucher | Date     | Vendor | Description/Account                                     | Amount           |
|---------|----------|--------|---------------------------------------------------------|------------------|
| 81456   | 9/1/2020 | 002190 | ENGINEERING RESOURCES OF SO CA (Continued)              |                  |
|         |          |        | 001.3200.4551                                           | 319.00           |
|         |          |        | ENR 19-002-APR                                          |                  |
|         |          |        | ENR 19-002-APR                                          |                  |
|         |          |        | 001.3200.4551                                           | 77.00            |
|         |          |        | CWQ 19-002-APR                                          |                  |
|         |          |        | CWQ 19-002-APR                                          |                  |
|         |          |        | 001.3200.4551                                           | 165.00           |
|         |          |        | CWQ 20-001-APR                                          |                  |
|         |          |        | CWQ 20-001-APR                                          |                  |
|         |          |        | 001.3200.4551                                           | 33.00            |
|         |          |        | FWQ 19-001-APR                                          |                  |
|         |          |        | FWQ 19-001-APR                                          |                  |
|         |          |        | 001.3200.4551                                           | 187.00           |
|         |          |        | FWQ 20-001-APR                                          |                  |
|         |          |        | FWQ 20-001-APR                                          |                  |
|         |          |        | 001.3200.4551                                           | 121.00           |
|         |          |        | FWQ 19-002-APR                                          |                  |
|         |          |        | FWQ 19-002-APR                                          |                  |
|         |          |        | 001.3200.4551                                           | 99.00            |
|         |          |        | FWQ 17-006-APR                                          |                  |
|         |          |        | FWQ 17-006-APR                                          |                  |
|         |          |        | 001.3200.4551                                           | 99.00            |
|         |          |        | <b>Total :</b>                                          | <b>34,710.40</b> |
| 81457   | 9/1/2020 | 002190 | ENGINEERING RESOURCES OF SO CA ENGINEERING SERVICES-MAR |                  |
|         |          |        | ENGINEERING SERVICES-MAR                                |                  |
|         |          |        | 001.3200.4550                                           | 11,616.79        |
|         |          |        | ICH09-001 IVDA AGMT-MAR                                 |                  |
|         |          |        | ICH09-001 IVDA AGMT-MAR                                 |                  |
|         |          |        | 027.8490.6813                                           | 31.85            |
|         |          |        | PLAN CHECK/INSP/PERMIT-MAR                              |                  |
|         |          |        | PLAN CHECK/INSP/PERMIT-MAR                              |                  |
|         |          |        | 001.3200.4551                                           | 12,133.36        |
|         |          |        | TCP 20-001-MAR                                          |                  |
|         |          |        | TCP 20-001-MAR                                          |                  |
|         |          |        | 001.3200.4551                                           | 77.00            |
|         |          |        | ENR 19-002-MAR                                          |                  |

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| Voucher | Date     | Vendor | Description/Account                                       | Amount           |
|---------|----------|--------|-----------------------------------------------------------|------------------|
| 81457   | 9/1/2020 | 002190 | ENGINEERING RESOURCES OF SO CA (Continued)                |                  |
|         |          |        | ENR 19-002-MAR                                            |                  |
|         |          |        | 001.3200.4551                                             | 259.00           |
|         |          |        | FWQ 20-001-MAR                                            |                  |
|         |          |        | FWQ 20-001-MAR                                            |                  |
|         |          |        | 001.3200.4551                                             | 187.00           |
|         |          |        | FWQ 19-002-MAR                                            |                  |
|         |          |        | FWQ 19-002-MAR                                            |                  |
|         |          |        | 001.3200.4551                                             | 154.00           |
|         |          |        | FWQ 17-002-MAR                                            |                  |
|         |          |        | FWQ 17-002-MAR                                            |                  |
|         |          |        | 001.3200.4551                                             | 55.00            |
|         |          |        | FWQ 17-006-MAR                                            |                  |
|         |          |        | FWQ 17-006-MAR                                            |                  |
|         |          |        | 001.3200.4551                                             | 220.00           |
|         |          |        | <b>Total :</b>                                            | <b>24,734.00</b> |
| 81458   | 9/1/2020 | 002190 | ENGINEERING RESOURCES OF SO CA PLAN CHECK/INSP/PERMIT-JUN |                  |
|         |          |        | PLAN CHECK/INSP/PERMIT-JUN                                |                  |
|         |          |        | 001.3200.4551                                             | 9,323.14         |
|         |          |        | TCP 20-001-JUN                                            |                  |
|         |          |        | TCP 20-001-JUN                                            |                  |
|         |          |        | 001.3200.4551                                             | 1,264.90         |
|         |          |        | ENC 20-001-JUN                                            |                  |
|         |          |        | ENC 20-001-JUN                                            |                  |
|         |          |        | 001.3200.4551                                             | 118.30           |
|         |          |        | FWQ 16-014-JUN                                            |                  |
|         |          |        | FWQ 16-014-JUN                                            |                  |
|         |          |        | 001.3200.4551                                             | 127.40           |
|         |          |        | <b>Total :</b>                                            | <b>10,833.74</b> |
| 81459   | 9/1/2020 | 002190 | ENGINEERING RESOURCES OF SO CA ENGINEERING SERVICES-MAY   |                  |
|         |          |        | ENGINEERING SERVICES-MAY                                  |                  |
|         |          |        | 001.3200.4550                                             | 130.90           |
|         |          |        | ICH 09-001 IVDA AGMT-MAY                                  |                  |
|         |          |        | ICH 09-001 IVDA AGMT-MAY                                  |                  |
|         |          |        | 027.8490.6813                                             | 515.97           |
|         |          |        | TCP 20-001-MAY                                            |                  |

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| Voucher | Date     | Vendor                                | Description/Account        | Amount           |
|---------|----------|---------------------------------------|----------------------------|------------------|
| 81459   | 9/1/2020 | 002190 ENGINEERING RESOURCES OF SO CA | (Continued)                |                  |
|         |          |                                       | TCP 20-001-MAY             |                  |
|         |          |                                       | 001.3200.4551              | 1,082.90         |
|         |          |                                       | ENR 19-002-MAY             |                  |
|         |          |                                       | ENR 19-002-MAY             |                  |
|         |          |                                       | 001.3200.4551              | 69.00            |
|         |          |                                       | ENC 20-001-MAY             |                  |
|         |          |                                       | ENC 20-001-MAY             |                  |
|         |          |                                       | 001.3200.4551              | 718.90           |
|         |          |                                       | PLAN CHECK/INSP/PERMIT-MAY |                  |
|         |          |                                       | PLAN CHECK/INSP/PERMIT-MAY |                  |
|         |          |                                       | 001.3200.4551              | 7,486.08         |
|         |          |                                       | FWQ 20-001-MAY             |                  |
|         |          |                                       | FWQ 20-001-MAY             |                  |
|         |          |                                       | 001.3200.4551              | 55.00            |
|         |          |                                       | FWQ 16-014-MAY             |                  |
|         |          |                                       | FWQ 16-014-MAY             |                  |
|         |          |                                       | 001.3200.4551              | 254.80           |
|         |          |                                       | FWQ 19-002-MAY             |                  |
|         |          |                                       | FWQ 19-002-MAY             |                  |
|         |          |                                       | 001.3200.4551              | 364.00           |
|         |          |                                       | CWQ 20-002-MAY             |                  |
|         |          |                                       | CWQ 20-002-MAY             |                  |
|         |          |                                       | 001.3200.4551              | 143.00           |
|         |          |                                       | <b>Total :</b>             | <b>10,820.55</b> |
| 81460   | 9/1/2020 | 002190 ENGINEERING RESOURCES OF SO CA | STR17005A DE MSRI-FEB      |                  |
|         |          |                                       | STR17005A DE MSRI-FEB      |                  |
|         |          |                                       | 017.8350.6550              | 2,093.00         |
|         |          |                                       | SDR19001 DE DIF-MAR        |                  |
|         |          |                                       | SDR19001 DE DIF-MAR        |                  |
|         |          |                                       | 007.8330.6600              | 285.00           |
|         |          |                                       | SDR19001 DE DIF-JUN        |                  |
|         |          |                                       | SDR19001 DE DIF-JUN        |                  |
|         |          |                                       | 007.8330.6600              | 875.00           |
|         |          |                                       | <b>Total :</b>             | <b>3,253.00</b>  |
| 81461   | 9/1/2020 | 002511 RECORDER-CLERK CO OF SB        | DOCUMENT RECORDER FEES-AUG |                  |

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|---------|----------|---------------------------------------|-------------------------------------|---------------|
| 81461   | 9/1/2020 | 002511 RECORDER-CLERK CO OF SB        | (Continued)                         |               |
|         |          |                                       | DOCUMENT RECORDER FEES-AUG          |               |
|         |          |                                       | 001.1200.4506                       | 20.00         |
|         |          |                                       | DOCUMENT RECORDER FEES-AUG          |               |
|         |          |                                       | DOCUMENT RECORDER FEES-AUG          |               |
|         |          |                                       | 001.1200.4506                       | 60.00         |
|         |          |                                       | DOCUMENT RECORDER FEES-AUG          |               |
|         |          |                                       | DOCUMENT RECORDER FEES-AUG          |               |
|         |          |                                       | 001.1200.4506                       | 100.00        |
|         |          |                                       | <b>Total :</b>                      | <b>180.00</b> |
| 81462   | 9/1/2020 | 002617 FERGUSON ENTERPRISES LLC       | COMMUNITY PARK MAINTENANCE SUPPLIES |               |
|         |          |                                       | COMMUNITY PARK MAINTENANCE SUPPLIES |               |
|         |          |                                       | 001.6000.4206                       | 250.03        |
|         |          |                                       | AURANTIA PARK MAINTENANCE SUPPLIES  |               |
|         |          |                                       | AURANTIA PARK MAINTENANCE SUPPLIES  |               |
|         |          |                                       | 001.6000.4206                       | 250.61        |
|         |          |                                       | <b>Total :</b>                      | <b>500.64</b> |
| 81463   | 9/1/2020 | 002710 HERNANDEZ, KROONE & ASSOCIATES | ALABAMA ST & PALMETTO AVE-TRAFFIC   |               |
|         |          |                                       | ALABAMA ST & PALMETTO AVE-TRAFFIC   |               |
|         |          |                                       | 023.3890.4582                       | 401.50        |
|         |          |                                       | AIRPORT GATEWAY SPECIFIC PLAN-JUL   |               |
|         |          |                                       | AIRPORT GATEWAY SPECIFIC PLAN-JUL   |               |
|         |          |                                       | 023.3890.4582                       | 43.75         |
|         |          |                                       | SMBMI INDUSTRIAL DEVELOPMENT        |               |
|         |          |                                       | SMBMI INDUSTRIAL DEVELOPMENT        |               |
|         |          |                                       | 023.3890.4582                       | 262.50        |
|         |          |                                       | CHURCH ST-TRAFFIC SUPPORT-JUL       |               |
|         |          |                                       | CHURCH ST-TRAFFIC SUPPORT-JUL       |               |
|         |          |                                       | 023.3890.4582                       | 262.50        |
|         |          |                                       | <b>Total :</b>                      | <b>970.25</b> |
| 81464   | 9/1/2020 | 004939 GUARDIAN                       | DENTAL-SEP                          |               |
|         |          |                                       | DENTAL-SEP                          |               |
|         |          |                                       | 001.1160                            | 1,174.31      |
|         |          |                                       | DENTAL-SEP                          |               |
|         |          |                                       | 004.1160                            | 352.60        |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date     | Vendor                   | Description/Account | Amount          |
|---------|----------|--------------------------|---------------------|-----------------|
| 81464   | 9/1/2020 | 004939 GUARDIAN          | (Continued)         |                 |
|         |          |                          | DENTAL-SEP          |                 |
|         |          |                          | 006.1160            | 14.13           |
|         |          |                          | DENTAL-SEP          |                 |
|         |          |                          | 010.1160            | 101.68          |
|         |          |                          | DENTAL-SEP          |                 |
|         |          |                          | 012.1160            | 9.63            |
|         |          |                          | DENTAL-SEP          |                 |
|         |          |                          | 016.1160            | 9.63            |
|         |          |                          | DENTAL-SEP          |                 |
|         |          |                          | 023.1160            | 14.13           |
|         |          |                          | DENTAL-SEP          |                 |
|         |          |                          | 024.1160            | 3.24            |
|         |          |                          | DENTAL-SEP          |                 |
|         |          |                          | 041.1160            | 30.27           |
|         |          |                          | DENTAL-SEP          |                 |
|         |          |                          | 042.1160            | 28.64           |
|         |          |                          | DENTAL-SEP          |                 |
|         |          |                          | 070.1160            | 15.72           |
|         |          |                          | <b>Total :</b>      | <b>1,753.98</b> |
| 81465   | 9/1/2020 | 004956 FIDELITY SECURITY | VISION-SEP          |                 |
|         |          |                          | VISION-SEP          |                 |
|         |          |                          | 001.1160            | 228.92          |
|         |          |                          | VISION-SEP          |                 |
|         |          |                          | 001.1700.4400       | 30.42           |
|         |          |                          | VISION-SEP          |                 |
|         |          |                          | 004.1160            | 41.98           |
|         |          |                          | VISION-SEP          |                 |
|         |          |                          | 006.1160            | 7.61            |
|         |          |                          | VISION-SEP          |                 |
|         |          |                          | 010.1160            | 9.13            |
|         |          |                          | VISION-SEP          |                 |
|         |          |                          | 012.1160            | 5.18            |
|         |          |                          | VISION-SEP          |                 |
|         |          |                          | 016.1160            | 5.18            |
|         |          |                          | VISION-SEP          |                 |



09/01/2020 1:48:49PM

**Voucher List**  
**CITY OF HIGHLAND**

Page: 15

Bank code : wfb

| Voucher | Date     | Vendor                                | Description/Account     | Amount          |
|---------|----------|---------------------------------------|-------------------------|-----------------|
| 81465   | 9/1/2020 | 004956 FIDELITY SECURITY              | (Continued)             |                 |
|         |          |                                       | 023.1160                | 7.61            |
|         |          |                                       | VISION-SEP              |                 |
|         |          |                                       | 024.1160                | 0.52            |
|         |          |                                       | VISION-SEP              |                 |
|         |          |                                       | 041.1160                | 1.61            |
|         |          |                                       | VISION-SEP              |                 |
|         |          |                                       | 042.1160                | 8.50            |
|         |          |                                       | VISION-SEP              |                 |
|         |          |                                       | 070.1160                | 3.60            |
|         |          |                                       | <b>Total :</b>          | <b>350.26</b>   |
| 81466   | 9/1/2020 | 005268 CUSTOM CREATIONS               | VEH#130 MAINTENANCE     |                 |
|         |          |                                       | VEH#130 MAINTENANCE     |                 |
|         |          |                                       | 004.8310.4240           | 186.06          |
|         |          |                                       | <b>Total :</b>          | <b>186.06</b>   |
| 81467   | 9/1/2020 | 005310 KOA CORPORATION                | STR17001-DE COSB-JUL    |                 |
|         |          |                                       | STR17001-DE COSB-JUL    |                 |
|         |          |                                       | 027.8490.6530           | 8.29            |
|         |          |                                       | STR17001-DE RDA04-JUL   |                 |
|         |          |                                       | STR17001-DE RDA04-JUL   |                 |
|         |          |                                       | 010.3830.6530           | 1,711.76        |
|         |          |                                       | STR17001-DE ART3-JUL    |                 |
|         |          |                                       | STR17001-DE ART3-JUL    |                 |
|         |          |                                       | 005.8320.6530           | 3,154.00        |
|         |          |                                       | <b>Total :</b>          | <b>4,874.05</b> |
| 81468   | 9/1/2020 | 005466 WSP                            | STR07009 DE DIF LOC-APR |                 |
|         |          |                                       | STR07009 DE DIF LOC-APR |                 |
|         |          |                                       | 007.8330.6530           | 2,207.02        |
|         |          |                                       | STR07009 DE DIF LOC-MAY |                 |
|         |          |                                       | STR07009 DE DIF LOC-MAY |                 |
|         |          |                                       | 007.8330.6530           | 1,344.08        |
|         |          |                                       | <b>Total :</b>          | <b>3,551.10</b> |
| 81469   | 9/1/2020 | 005553 CLARK PEST CONTROL OF STOCKTON | PEST CONTROL STATION #1 |                 |
|         |          |                                       | PEST CONTROL STATION #1 |                 |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date     | Vendor                                | Description/Account               | Amount        |
|---------|----------|---------------------------------------|-----------------------------------|---------------|
| 81469   | 9/1/2020 | 005553 CLARK PEST CONTROL OF STOCKTON | (Continued)                       |               |
|         |          |                                       | 028.2050.4589                     | 20.00         |
|         |          |                                       | PEST CONTROL STATION #1           |               |
|         |          |                                       | 029.2100.4589                     | 20.00         |
|         |          |                                       | PEST CONTROL ATHLETIC/YMCA        |               |
|         |          |                                       | PEST CONTROL ATHLETIC/YMCA        |               |
|         |          |                                       | 001.6000.4589                     | 89.00         |
|         |          |                                       | PEST CONTROL CITY HALL            |               |
|         |          |                                       | PEST CONTROL CITY HALL            |               |
|         |          |                                       | 042.9510.4589                     | 60.00         |
|         |          |                                       | PEST CONTROL ATHLETIC/YMCA        |               |
|         |          |                                       | PEST CONTROL ATHLETIC/YMCA        |               |
|         |          |                                       | 001.6000.4589                     | 89.00         |
|         |          |                                       | PEST CONTROL CITY HALL            |               |
|         |          |                                       | PEST CONTROL CITY HALL            |               |
|         |          |                                       | 042.9510.4589                     | 60.00         |
|         |          |                                       | PEST CONTROL ATHLETIC CENTER/YMCA |               |
|         |          |                                       | PEST CONTROL ATHLETIC CENTER/YMCA |               |
|         |          |                                       | 001.6000.4589                     | 200.00        |
|         |          |                                       | <b>Total :</b>                    | <b>538.00</b> |
| 81470   | 9/1/2020 | 005554 IMPERIAL SPRINKLER SUPPLY      | LMD SUPPLIES                      |               |
|         |          |                                       | LMD SUPPLIES                      |               |
|         |          |                                       | 012.8500.4206                     | 244.42        |
|         |          |                                       | <b>Total :</b>                    | <b>244.42</b> |
| 81471   | 9/1/2020 | 005558 GENERAL DOOR                   | STATION #3 GARAGE DOOR REPAIR     |               |
|         |          |                                       | STATION #3 GARAGE DOOR REPAIR     |               |
|         |          |                                       | 029.2100.4070                     | 150.00        |
|         |          |                                       | STATION #3 GARAGE DOOR REPAIR     |               |
|         |          |                                       | 028.2050.4070                     | 150.00        |
|         |          |                                       | <b>Total :</b>                    | <b>300.00</b> |
| 81472   | 9/1/2020 | 005673 AMAYA CRUZ, GUILLERMO          | BUS LIC #012710 REFUND            |               |
|         |          |                                       | BUS LIC #012710 REFUND            |               |
|         |          |                                       | 001.1450.7450                     | 20.00         |
|         |          |                                       | BUS LIC #012710 REFUND            |               |
|         |          |                                       | 051.1493                          | 4.00          |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher   | Date     | Vendor | Description/Account            | Amount        |
|-----------|----------|--------|--------------------------------|---------------|
| 81472     | 9/1/2020 | 005673 | 005673 AMAYA CRUZ, GUILLERMO   |               |
|           |          |        | (Continued)                    |               |
|           |          |        | <b>Total :</b>                 | <b>24.00</b>  |
| 81473     | 9/1/2020 | 005740 | COAST FITNESS REPAIR SHOP      |               |
|           |          |        | PD GYM EQUIPMENT REPAIR        |               |
|           |          |        | PD GYM EQUIPMENT REPAIR        |               |
|           |          |        | 001.2000.4245                  | 129.00        |
|           |          |        | <b>Total :</b>                 | <b>129.00</b> |
| 81474     | 9/1/2020 | 005741 | LARRY MCCALLON                 |               |
|           |          |        | CANDIDATE STATEMENT REFUND     |               |
|           |          |        | CANDIDATE STATEMENT REFUND     |               |
|           |          |        | 001.1450.9550                  | 535.00        |
|           |          |        | <b>Total :</b>                 | <b>535.00</b> |
| 121042882 | 9/1/2020 | 000004 | PUBLIC EMPLOYEE RETIREMENT SYS |               |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | 001.1150                       | 12,708.72     |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | 004.1150                       | 1,115.78      |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | 006.1150                       | 700.16        |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | 010.1150                       | 716.08        |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | 012.1150                       | 167.08        |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | 016.1150                       | 167.08        |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | 041.1150                       | 359.36        |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | 070.1150                       | 293.55        |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | 001.1450.3511                  | 55.12         |
|           |          |        | PERS HEALTH-SEP                |               |
|           |          |        | 041.9500.3515                  | 2,400.00      |
|           |          |        | GASB 68 REPORT 20/21           |               |
|           |          |        | GASB 68 REPORT 20/21           |               |
|           |          |        | 001.1700.4510                  | 700.00        |
|           |          |        | PERS RETIREMENT-SEP            |               |
|           |          |        | PERS RETIREMENT-SEP            |               |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher   | Date     | Vendor                                | Description/Account | Amount   |
|-----------|----------|---------------------------------------|---------------------|----------|
| 121042882 | 9/1/2020 | 000004 PUBLIC EMPLOYEE RETIREMENT SYS | (Continued)         |          |
|           |          |                                       | 001.1200.3560       | 1,765.37 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.1450.3560       | 3,103.29 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.1600.3560       | 226.33   |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.1700.3560       | 4,073.97 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.3200.3560       | 1,222.19 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.4100.3560       | 4,571.90 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.4200.3560       | 2,715.98 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.4500.3560       | 1,855.92 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.4600.3560       | 2,625.45 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.6000.3560       | 1,041.13 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.6010.3560       | 905.33   |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 001.6020.3560       | 679.00   |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 004.8310.3560       | 3,938.17 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 006.8400.3560       | 1,267.46 |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 012.8500.3560       | 543.20   |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 016.8540.3560       | 543.20   |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 023.3890.3560       | 226.33   |
|           |          |                                       | PERS RETIREMENT-SEP |          |
|           |          |                                       | 041.9500.3560       | 316.86   |
|           |          |                                       | PERS RETIREMENT-SEP |          |

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Voucher List  
CITY OF HIGHLAND

Page: 19

Bank code : wfb

| Voucher   | Date     | Vendor                                | Description/Account | Amount    |
|-----------|----------|---------------------------------------|---------------------|-----------|
| 121042882 | 9/1/2020 | 000004 PUBLIC EMPLOYEE RETIREMENT SYS | (Continued)         |           |
|           |          |                                       | 042.9510.3560       | 769.53    |
|           |          |                                       | PERS RETIREMENT-SEP |           |
|           |          |                                       | 070.7000.3560       | 633.73    |
|           |          |                                       | PERS RETIREMENT-SEP |           |
|           |          |                                       | 024.8470.3560       | 45.27     |
|           |          |                                       | PERS RETIREMENT-SEP |           |
|           |          |                                       | 010.3830.3560       | 1,041.13  |
|           |          |                                       | PERS RETIREMENT-SEP |           |
|           |          |                                       | PERS RETIREMENT-SEP |           |
|           |          |                                       | 001.1450.3560       | 291.69    |
| Total :   |          |                                       |                     | 53,785.36 |

45 Vouchers for bank code : wfb

Bank total : 203,441.80

45 Vouchers in this report

Total vouchers : 203,441.80



# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** September 8, 2020

**FROM:** Joseph Hughes, City Manager

**PREPARED BY:** Betty Hughes, MMC, City Clerk

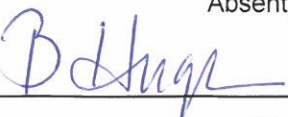
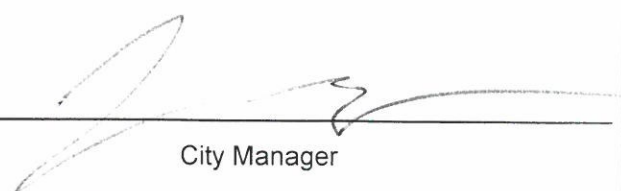
**REVIEWED BY:** Chuck Dantuono, Director of Administrator Services/City Treasurer  
Nancy Wayne, George Hills Company, Claims Adjusters

**SUBJECT:** Claim Consideration – Francisco Tellez, Nicholas Tellez and Isaac Tellez

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

**BACKGROUND:** The Claims were received in the City Clerk's Office on August 17, 2020. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

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

September 1, 2020

Betty Hughes  
City of Highland

RE:     Client:                      City of Highland  
         Claim Number:            GHC0032547  
         Date of Loss:                03/05/2020  
         Claimant:                    Francisco Tellez, et al

Dear Ms. Hughes:

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

- **Please issue a standard rejection to commence the statute of limitations.**

Please provide us with a copy of the notice sent.

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

Kindest Regards,  
George Hills Company, Inc.

*Samantha Morgan*

Samantha Morgan  
Sr. Claims Adjuster  
Direct Dial: (909)763-7475  
Email: [Samantha.morgan@georgehills.com](mailto:Samantha.morgan@georgehills.com)

City of  
**HIGHLAND**  
Inc. 1987



August 18, 2020

Samantha Morgan  
Senior Claims Adjuster  
George Hills Company, Inc.  
2910 Inland Empire Boulevard, Suite 104  
Ontario, CA 91764

Re: Claimant(s): Francisco Tellez, Nicholas Tellez and Isaac Tellez  
Incident Date: March 5, 2020

Dear Samantha:

Enclosed are copies of three Claims received and filed in the Office of the City Clerk on August 17, 2020, by the above referenced claimant(s). Note: The location stated in the claim is not within the City of Highland's jurisdiction. 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, September 8, 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*

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 tellez out of jurisdiction ltr.doc.docx

|                                                                                                            |                      |                     |                     |                     |                     |
|------------------------------------------------------------------------------------------------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Mayor</b>                                                                                               | <b>Mayor Pro Tem</b> | <b>City Council</b> | <b>City Council</b> | <b>City Council</b> | <b>City Manager</b> |
| Larry McCallon                                                                                             | Penny Lilburn        | Jesse Chavez        | Anaeli Solano       | John P. Timmer      | Joseph A. Hughes    |
| 27215 Base Line • Highland, CA 92346                                                                       |                      |                     |                     |                     |                     |
| Tel: 909.864.6861 • Fax: 909.862.3180 • <a href="http://www.cityofhighland.org">www.cityofhighland.org</a> |                      |                     |                     |                     |                     |





RECEIVED

AUG 17 2020

**ARSHAKYAN LAW FIRM**  
A PROFESSIONAL LAW CORPORATION

6345 BALBOA BOULEVARD  
BUILDING III, SUITE 372  
ENCINO, CALIFORNIA 91316

CITY OF HIGHLAND  
CITY CLERK

TINA ARSHAKYAN, ESQ.  
[TINA@ARSHAKYANLAW.COM](mailto:TINA@ARSHAKYANLAW.COM)

RAMIN HARIRI, ESQ., OF COUNSEL  
SAN DIEGO, CALIFORNIA

TEL: (818) 334-5005  
(888) 851-5005  
FAX: (818) 334-2054

August 7, 2020

**US MAIL ONLY**

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

Re: **TELLEZ ET AL. vs. DEFENDANT**

Our Clients: Francisco Tellez, Nicholas Tellez and Isaac Tellez  
Injury Date: March 5, 2020  
Claim Number: Unassigned

Dear City Clerk:

Please note our firm has been retained to represent the claimants Francisco Tellez, Nicholas Tellez and Isaac Tellez to recover damages for the injuries sustained as a result of the above captioned accident. At this time our investigation suggests that your insured is liable for the collision. Therefore, we plan on pursuing a claim against your insured.

We are presently gathering further information that will enable us to give a meaningful evaluation of this claim. In the meantime, would you please be kind enough to acknowledge receipt of this letter.

**This letter will also serve as a formal demand that you preserve any and all evidence relating to the above-referenced incident. This includes but is not limited to Safety Manuals, safety documents, personnel files (specifically of the security officers), videos regarding safety, safety meeting documents, incident reports, photographs, complaints, work orders and/or videos (including any surveillance videos at the time of the incident).**

It is imperative that you take affirmative steps to preserve these items as the failure to do so may constitute negligent or intentional spoliation of evidence and which can result in the imposition of discovery sanctions against you in any lawsuit. Kindly advise us of the identity, address, and telephone number of any other party who may have in his possession any evidence relating to the incident.

Last but not least, I would like to remind you that it is a criminal offense to destroy any

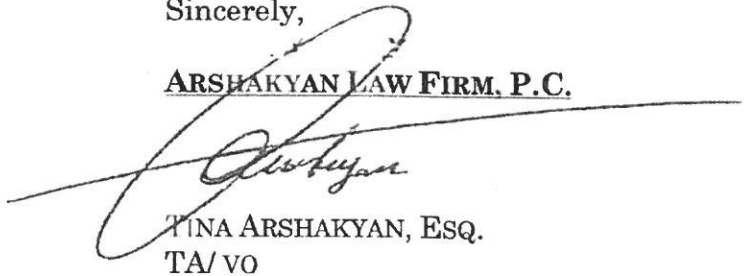
evidence. California *Penal Code* section 135 states: "Every person who, knowing that any book, paper, record, instrument in writing, or other matter or thing, is about to be produced in evidence upon any trial, inquiry, or investigation whatever, authorized by law, willfully destroys or conceals the same, with intent thereby to prevent it from being produced, is guilty of a misdemeanor.

Thank you for your courtesy and cooperation in this regard.

All further communication regarding this matter should be directed through this office.

Sincerely,

ARSHAKYAN LAW FIRM, P.C.

A handwritten signature in black ink, appearing to read "Tina Arshakyan", is written over a horizontal line. The signature is fluid and cursive.

TINA ARSHAKYAN, ESQ.  
TA/VO

**ARSHAKYAN LAW FIRM**

A PROFESSIONAL LAW CORPORATION

6345 BALBOA BOULEVARD  
BUILDING III, SUITE 372  
ENCINO, CALIFORNIA 91316

TINA ARSHAKYAN, ESQ.  
TINA@ARSHAKYANLAW.COM

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TEL: (818) 334-5005  
(888) 851-5005  
FAX: (818) 334-2054

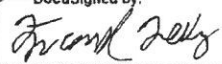
**DESIGNATION/AUTHORIZATION OF ATTORNEY**

RE: Our Client/File No: Francisco Tellez  
DOI: March 5, 2020  
Your File No.: \_\_\_\_\_

I authorize and designate **ARSHAKYAN LAW FIRM, P.C.**, as my attorney to handle all aspects of the claim in the above captioned matter.

This authorization shall remain valid for the maximum period provided by law or until revoked in writing by the undersigned. Any and all prior authorizations are hereby revoked by the undersigned as of the date of this authorization.

A Copy of this Authorization is as valid as the original. The original is not required to be shown.

DocuSigned by:  
  
BBF19733E5184CC...

Signed by:

Frank Tellez

Client (Print Name)

3/11/2020

Date

**ARSHAKYAN LAW FIRM**  
A PROFESSIONAL LAW CORPORATION

6345 BALBOA BOULEVARD  
BUILDING III, SUITE 372  
ENCINO, CALIFORNIA 91316

TINA ARSHAKYAN, ESQ.  
TINA@ARSHAKYANLAW.COM

RAMIN HARIRI, ESQ., OF COUNSEL  
SAN DIEGO, CALIFORNIA

TEL: (818) 334-5005  
(888) 851-5005  
FAX: (818) 334-2054

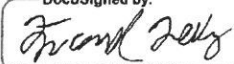
**DESIGNATION/AUTHORIZATION OF ATTORNEY**

RE: Our Client/File No: Nicholas Tellez  
DOI: March 5, 2020  
Your File No.: \_\_\_\_\_

I authorize and designate **ARSHAKYAN LAW FIRM, P.C.**, as my attorney to handle all aspects of the claim in the above captioned matter.

This authorization shall remain valid for the maximum period provided by law or until revoked in writing by the undersigned. Any and all prior authorizations are hereby revoked by the undersigned as of the date of this authorization.

A Copy of this Authorization is as valid as the original. The original is not required to be shown.

DocuSigned by:  
 As GAL for Nicholas Tellez

Signed by:

Frank Tellez

Client (Print Name)

3/11/2020

Date

**ARSHAKYAN LAW FIRM**  
A PROFESSIONAL LAW CORPORATION

6345 BALBOA BOULEVARD  
BUILDING III, SUITE 372  
ENCINO, CALIFORNIA 91316

TINA ARSHAKYAN, ESQ.  
TINA@ARSHAKYANLAW.COM

RAMIN HARIRI, ESQ., OF COUNSEL  
SAN DIEGO, CALIFORNIA

TEL: (818) 334-5005  
(888) 851-5005  
FAX: (818) 334-2054

**DESIGNATION/AUTHORIZATION OF ATTORNEY**

RE: Our Client/File No: Isaac Tellez  
DOI: March 5, 2020  
Your File No.: \_\_\_\_\_

I authorize and designate **ARSHAKYAN LAW FIRM, P.C.**, as my attorney to handle all aspects of the claim in the above captioned matter.

This authorization shall remain valid for the maximum period provided by law or until revoked in writing by the undersigned. Any and all prior authorizations are hereby revoked by the undersigned as of the date of this authorization.

A Copy of this Authorization is as valid as the original. The original is not required to be shown.

DocuSigned by:  
 As GAL for Isaac Tellez  
Signed by: \_\_\_\_\_

Frank Tellez

Client (Print Name)

3/11/2020

Date



RECEIVED

AUG 17 2020

CITY OF HIGHLAND  
CITY CLERK

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

Received: \_\_\_\_\_

By: [Signature]  
☒ Mail ☐ In person

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

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

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

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

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

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

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

1. Name of Claimant Francisco Tellez
  - a. Complete Address of Claimant, including City, State and Zip Code:  
2066 E. Foothill Dr. San Bernardino, CA 92404
  - b. Phone Number ( 909 ) 721-5714
  - c. Date of Birth 11/11/1972

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

\_\_\_\_\_  
Issued by which State: California

x Driver's License      \_\_\_\_\_ Identification Card

Expiration Date: 11/11/2020

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

Arshakyan Law Firm

6345 Balboa Blvd., Build 3 Suite 372 Encino, CA 91316 (818)334-5005

3. Occurrence or event from which the claim arises:

a. Date of occurrence March 5, 2020

b. Time of occurrence Around 7:22 a.m.

c. Place of occurrence (Exact and specific location)

In the intersection of Arden Ave. and Citrus St.

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).

Our client's sustained bodily injuries and property damage due to a motor vehicle incident that occurred on the intersection of Arden Ave., and Citrus St. The speed limit on Arden Ave. is posted as 35mph north of Citrus and 40mph south of Citrus. In the area of the collision, the roadway on Arden Ave is straight and declines going south. The speed limit on Citrus is also 40mph and inclines proceeding east. There is only a two-way stop sign on Citrus St.

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

Claimants believe that the high speed limit and lack of a four way stop may have been a contributory factor to the collision.

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".

Claimants have incurred medical expenses and general damages.

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

N/A

6. Name and address of any other person injured:

Nicholas Tellez

Isaac Tellez

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

Francisco Tellez

2066 E. Foothill Dr. San Bernardino. CA 92404

8. Damages Claimed:

a. Amount claimed as of this date: \$ \$6,639.00 +

b. Estimate amount of future costs: \$ 25,000.00 +

c. Total amount claimed: \$

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

Please see attachments



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

a. AMR Ambulance

b. Loma Linda University Health Care

c. Dr. Marian Beshara.

d. San Bernardino Injury Center

e. Precision MRI

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

N/A

**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: San Bernardino, CA  
City and State

Date: 08/10/2020

  
Signature of Claimant

Francisco Teller  
Printed name of person signing above



**Abbott**  
*EMS*  
**EMR**

**MEDICS** Ambulance Service

**MedStat**  
Emergency Medical Services

**American Medical Response**  
50 S. Main St. Suite 401  
Akron, OH 44308

# INVOICE

- AMERICAN MEDICAL RESPONSE IE

|                 |                 |          |            |
|-----------------|-----------------|----------|------------|
| TRIP #          | 853-05991120-01 | ACCT #   |            |
| PATIENT NAME    | FRANK TELLEZ JR |          |            |
| DATE OF SERVICE | 03/05/2020      |          |            |
| AMOUNT DUE      | \$1,877.06      | DUE DATE | 04/28/2020 |

REMIT PAYMENT TO:

FRANK TELLEZ JR 853  
2066 E FOOTHILL DR  
SAN BERNARDINO, CA 92404-3022

8530599112001

AMERICAN MEDICAL RESPONSE  
P O BOX 30250  
LOS ANGELES, CA 90030-0250

PLEASE CHARGE MY: ☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS

ACCOUNT                EXPIRATION DATE

SIGNATURE

PLEASE ENTER AMOUNT PAID: \$

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

|                           |                     |                  |                            |                     |
|---------------------------|---------------------|------------------|----------------------------|---------------------|
| <b>PATIENT NAME</b>       |                     | <b>ACCOUNT #</b> | <b>TRIP #</b>              | <b>INVOICE DATE</b> |
| FRANK TELLEZ JR           |                     | 003730661-0001   | 853-05991120-01            | 04/13/2020          |
| <b>SERVICE DATE</b>       | <b>SERVICE FROM</b> |                  | <b>SERVICE TO</b>          |                     |
| 03/05/2020                | ARDEN X CITRUS      |                  | LOMA LINDA UNIVERSITY HOSP |                     |
| <b>IMPORTANT MESSAGES</b> |                     |                  |                            |                     |

| CODE  | DESCRIPTION   | UNITS | UNIT CHARGE | TOTAL CHARGE |
|-------|---------------|-------|-------------|--------------|
| A0427 | ALS EMERGENCY | 1     | \$1,608.41  | \$1,608.41   |
| A0425 | MILEAGE       | 9     | \$29.85     | \$268.65     |

CALL RCVD: 07:25

TOTAL CHARGES DUE

\$1,877.06

FED TAX ID:

Send billing inquiries to: **AMERICAN MEDICAL RESPONSE**, 50 S. Main St., Suite 401, Akron, OH 44308  
or call: **1-800-913-9106**. Keep this portion for your records

Keep this portion for your records

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

Francisco Tellez

BILL DATE:  
07/27/20

Francisco Tellez  
2066 East Foothill Dr.  
  
SAN BERNARDINO, CA 92404

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

BILLING QUESTIONS? CALL:  
(909) 651-4300

YOUR FPBO ACCOUNT NUMBER:  
102899367

| SVC DATE | PATIENT                                                                  | PROCEDURE      | TR | UN | CPT   | CHARGE | INS FILED | INS PAID | PAT PAID | ADJUSTMT | PAT POR |
|----------|--------------------------------------------------------------------------|----------------|----|----|-------|--------|-----------|----------|----------|----------|---------|
| 03/05/20 | TELLEZ, FRANCISCO                                                        | CT SCAN, ABDOM | 8  | 1  | 74177 | 470.00 | 0.00      | 117.68   | 0.00     | 352.32   | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |                |    |    |       | 117.68 |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |                |    |    |       | 352.32 |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |                |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO                                                        | X-RAY KNEE 3   | 12 | 1  | 73562 | 36.00  | 0.00      | 12.28    | 0.00     | 23.72    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |                |    |    |       | 12.28  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |                |    |    |       | 23.72  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |                |    |    |       |        |           |          |          |          |         |
| Pending  | INS FILED: MEDI-CAL-MEDI-CAL / EDS                                       |                |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO                                                        | RADEX HIP UNI  | 13 | 1  | 73502 | 35.00  | 0.00      | 14.56    | 0.00     | 20.44    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |                |    |    |       | 14.56  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |                |    |    |       | 20.44  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |                |    |    |       |        |           |          |          |          |         |
| Pending  | INS FILED: MEDI-CAL-MEDI-CAL / EDS                                       |                |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO                                                        | CT SCAN, CERVI | 14 | 1  | 72125 | 233.00 | 0.00      | 64.51    | 0.00     | 168.49   | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |                |    |    |       | 64.51  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |                |    |    |       | 168.49 |           |          |          |          |         |

CONTINUED

BILL DATE: ACCOUNT NAME:  
07/27/20 Francisco Tellez

LLUHS SERVICE AREA

Page 1

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

Francisco Tellez

BILL DATE:  
07/27/20

Francisco Tellez  
2066 East Foothill Dr.  
  
SAN BERNARDINO, CA 92404

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

BILLING QUESTIONS? CALL:  
(909) 651-4300

YOUR FPBO ACCOUNT NUMBER:  
102899367

| SVC DATE | PATIENT                                              | PROCEDURE         | TR | UN | CPT   | CHARGE | INS FILED | INS PAID | PAT PAID | ADJUSTMT | PAT FOR |
|----------|------------------------------------------------------|-------------------|----|----|-------|--------|-----------|----------|----------|----------|---------|
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAV | MEDICAL GROUP HMO |    |    |       |        |           |          |          |          |         |
| Pending  | INS FILED: MEDI-CAL-MEDI-CAL / EDS                   |                   |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO                                    | K-RAY SHOULDE     | 15 | 1  | 73030 | 44.00  | 0.00      | 12.28    | 0.00     | 31.72    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                    |                   |    |    |       | 12.28  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                |                   |    |    |       | 31.72  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAV | MEDICAL GROUP HMO |    |    |       |        |           |          |          |          |         |
| Pending  | INS FILED: MEDI-CAL-MEDI-CAL / EDS                   |                   |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO                                    | RADIOLOGIC EX     | 16 | 1  | 71045 | 29.00  | 0.00      | 11.81    | 0.00     | 17.19    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                    |                   |    |    |       | 11.81  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                |                   |    |    |       | 17.19  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAV | MEDICAL GROUP HMO |    |    |       |        |           |          |          |          |         |
| Pending  | INS FILED: MEDI-CAL-MEDI-CAL / EDS                   |                   |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO                                    | CAT SCAN OF C     | 22 | 1  | 71260 | 273.00 | 0.00      | 76.42    | 0.00     | 196.58   | 0.00    |
| 05/15/20 | INSURANCE PAYMENT                                    |                   |    |    |       | 76.42  |           |          |          |          |         |
| 05/15/20 | CONTRACTUAL WRITE-OFF                                |                   |    |    |       | 196.58 |           |          |          |          |         |
| 03/23/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAV | MEDICAL GROUP HMO |    |    |       |        |           |          |          |          |         |
| Pending  | INS FILED: MEDI-CAL-MEDI-CAL / EDS                   |                   |    |    |       |        |           |          |          |          |         |

CONTINUED

BILL DATE: ACCOUNT NAME:  
07/27/20 Francisco Tellez

LLUHS SERVICE AREA

Page 2

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

Francisco Tellez

BILL DATE:  
07/27/20

Francisco Tellez  
2066 East Foothill Dr.  
SAN BERNARDINO, CA 92404

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

BILLING QUESTIONS? CALL:  
(909) 651-4300

YOUR FPBO ACCOUNT NUMBER:  
102899367

| SVC DATE | PATIENT                                                                  | PROCEDURE      | TR | UN | CPT   | CHARGE | INS FILED | INS PAID | PAT PAID | ADJUSTMT | PAT POR |
|----------|--------------------------------------------------------------------------|----------------|----|----|-------|--------|-----------|----------|----------|----------|---------|
| 03/05/20 | TELLEZ, FRANCISCO                                                        | X-RAY PELVIS   | 23 | 1  | 72170 | 34.00  | 0.00      | 11.36    | 0.00     | 22.64    | 0.00    |
| 05/15/20 | INSURANCE PAYMENT                                                        |                |    |    |       | 11.36  |           |          |          |          |         |
| 05/15/20 | CONTRACTUAL WRITE-OFF                                                    |                |    |    |       | 22.64  |           |          |          |          |         |
| 03/23/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |                |    |    |       |        |           |          |          |          |         |
| Pending  | INS FILED: MEDI-CAL-MEDI-CAL / EDS                                       |                |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO                                                        | X-RAY TIB + F  | 24 | 1  | 73590 | 31.00  | 0.00      | 10.43    | 0.00     | 20.57    | 0.00    |
| 05/15/20 | INSURANCE PAYMENT                                                        |                |    |    |       | 10.43  |           |          |          |          |         |
| 05/15/20 | CONTRACTUAL WRITE-OFF                                                    |                |    |    |       | 20.57  |           |          |          |          |         |
| 03/23/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |                |    |    |       |        |           |          |          |          |         |
| Pending  | INS FILED: MEDI-CAL-MEDI-CAL / EDS                                       |                |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO                                                        | RADIOLOGIC EX  | 25 | 1  | 73552 | 30.00  | 0.00      | 11.81    | 0.00     | 18.19    | 0.00    |
| 05/15/20 | INSURANCE PAYMENT                                                        |                |    |    |       | 11.81  |           |          |          |          |         |
| 05/15/20 | CONTRACTUAL WRITE-OFF                                                    |                |    |    |       | 18.19  |           |          |          |          |         |
| 03/23/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |                |    |    |       |        |           |          |          |          |         |
| Pending  | INS FILED: MEDI-CAL-MEDI-CAL / EDS                                       |                |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO                                                        | CT SCAN, HEAD/ | 26 | 1  | 70450 | 206.00 | 0.00      | 52.15    | 0.00     | 153.85   | 0.00    |
| 05/15/20 | INSURANCE PAYMENT                                                        |                |    |    |       | 52.15  |           |          |          |          |         |

CONTINUED

BILL DATE: ACCOUNT NAME:  
07/27/20 Francisco Tellez

LLUHS SERVICE AREA

Page 3

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

Francisco Tellez

BILL DATE:  
07/27/20

Francisco Tellez  
2066 East Foothill Dr.  
SAN BERNARDINO, CA 92404

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

BILLING QUESTIONS? CALL:  
(909) 651-4300

YOUR FPBO ACCOUNT NUMBER:  
102899367

| SVC DATE | PATIENT           | PROCEDURE                                                                | TR | UN | CPT    | CHARGE | INS FILED | INS PAID | PAT PAID | ADJUSTMT | PAT FOR |
|----------|-------------------|--------------------------------------------------------------------------|----|----|--------|--------|-----------|----------|----------|----------|---------|
| 05/15/20 |                   | CONTRACTUAL WRITE-OFF                                                    |    |    | 153.85 |        |           |          |          |          |         |
| 03/23/20 |                   | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |    |    |        |        |           |          |          |          |         |
| Pending  |                   | INS FILED: MEDI-CAL-MEDI-CAL / EDS                                       |    |    |        |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO | EMERGENCY DEP                                                            | 27 | 1  | 99285  | 510.00 | 0.00      | 233.71   | 0.00     | 276.29   | 0.00    |
| 05/27/20 |                   | INSURANCE PAYMENT (LOCKBOX)                                              |    |    | 233.71 |        |           |          |          |          |         |
| 05/27/20 |                   | CONTRACTUAL WRITE-OFF                                                    |    |    | 276.29 |        |           |          |          |          |         |
| 03/20/20 |                   | INS FILED: REDLANDS COMMUNITY HOSPITAL - ALT PAYOR-RCH HMO               |    |    |        |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO | ECHO HEART XT                                                            | 28 | 1  | 93308  | 140.00 | 0.00      | 35.27    | 0.00     | 104.73   | 0.00    |
| 05/27/20 |                   | INSURANCE PAYMENT (LOCKBOX)                                              |    |    | 35.27  |        |           |          |          |          |         |
| 05/27/20 |                   | CONTRACTUAL WRITE-OFF                                                    |    |    | 104.73 |        |           |          |          |          |         |
| 03/20/20 |                   | INS FILED: REDLANDS COMMUNITY HOSPITAL - ALT PAYOR-RCH HMO               |    |    |        |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO | ELECTROCARDIO                                                            | 29 | 1  | 93010  | 30.00  | 0.00      | 11.57    | 0.00     | 18.43    | 0.00    |
| 05/27/20 |                   | INSURANCE PAYMENT (LOCKBOX)                                              |    |    | 11.57  |        |           |          |          |          |         |
| 05/27/20 |                   | CONTRACTUAL WRITE-OFF                                                    |    |    | 18.43  |        |           |          |          |          |         |
| 03/20/20 |                   | INS FILED: REDLANDS COMMUNITY HOSPITAL - ALT PAYOR-RCH HMO               |    |    |        |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO | US, ABDOMEN L                                                            | 30 | 1  | 76705  | 115.00 | 0.00      | 37.68    | 0.00     | 77.32    | 0.00    |
| 05/15/20 |                   | INSURANCE PAYMENT                                                        |    |    | 37.68  |        |           |          |          |          |         |

CONTINUED

BILL DATE: ACCOUNT NAME:  
07/27/20 Francisco Tellez

LLUHS SERVICE AREA

Page 4

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

Francisco Tellez

BILL DATE:  
07/27/20

Francisco Tellez  
2066 East Foothill Dr.  
SAN BERNARDINO, CA 92404

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

BILLING QUESTIONS? CALL:  
(909) 651-4300

YOUR FPBO ACCOUNT NUMBER:  
102899367

| SVC DATE | PATIENT           | PROCEDURE                                                                | TR | UN | CPT   | CHARGE | INS FILED | INS PAID | PAT PAID | ADJUSTMT | PAT POR |
|----------|-------------------|--------------------------------------------------------------------------|----|----|-------|--------|-----------|----------|----------|----------|---------|
| 05/15/20 |                   | CONTRACTUAL WRITE-OFF                                                    |    |    |       | 77.32  |           |          |          |          |         |
| 03/23/20 |                   | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |    |    |       |        |           |          |          |          |         |
| Pending  |                   | INS FILED: MEDI-CAL-MEDI-CAL / EDS                                       |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO | US, CHEST, REA                                                           | 31 | 1  | 76604 | 103.00 | 0.00      | 37.21    | 0.00     | 65.79    | 0.00    |
| 05/15/20 |                   | INSURANCE PAYMENT                                                        |    |    |       | 37.21  |           |          |          |          |         |
| 05/15/20 |                   | CONTRACTUAL WRITE-OFF                                                    |    |    |       | 65.79  |           |          |          |          |         |
| 03/23/20 |                   | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |    |    |       |        |           |          |          |          |         |
| Pending  |                   | INS FILED: MEDI-CAL-MEDI-CAL / EDS                                       |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, FRANCISCO | EMERGENCY DEP                                                            | 33 | 1  | 99284 | 350.00 | 350.00    | 0.00     | 0.00     | 0.00     | 0.00    |
| 07/08/20 |                   | INSURANCE PAYMENT (LOCKBOX)                                              |    |    |       | 0.00   |           |          |          |          |         |
| 04/29/20 |                   | INS FILED: REDLANDS COMMUNITY HOSPITAL - ALT PAYOR-RCH HMO               |    |    |       |        |           |          |          |          |         |

\* denotes new activity

BILL DATE: 07/27/20  
ACCOUNT NAME: Francisco Tellez

TOTAL DUE:  
0.00

LLUHS SERVICE AREA

Page 5

|          |          |          |          |           |
|----------|----------|----------|----------|-----------|
| CURRENT: | 30 DAYS: | 60 DAYS: | 90 DAYS: | 120 DAYS: |
| 0.00     | 0.00     | 0.00     | 0.00     | 0.00      |

Thank you for selecting Loma Linda University Health System to satisfy your health care needs. The amount shown is now due in full. If your balance is less than \$50.00, this will be your only statement. Please remit payment in



**Beaver Medical Group**  
**PO BOX 10069**  
**San Bernardino, CA 92423**

Printed: 6/15/2020  
 Account: 537304-TELLEZ,FRANK  
 2066 E FOOTHILL DR  
 SAN BERNARDINO, CA 92404  
 US

**Detail for patient: TELLEZ,FRANK JR.**

| Service Date   | Pay/Adj Date | Code  | Description                              | Provider           | Charge Amt    | Pay/Adj Amt   | Ins Due     | Pat Due     |
|----------------|--------------|-------|------------------------------------------|--------------------|---------------|---------------|-------------|-------------|
| 3/20/20        |              | 99213 | OFFICE OUTPATIENT VISIT 15 MINUTES       | Marian Beshara, MD | 118.77        |               | 0.00        | 0.00        |
|                | 3/20/20      |       | CO-PAYMENT                               |                    |               | 40.00         |             |             |
|                | 3/20/20      |       | CAPITATED WRITE-OFF-BMG HEALTH NET       |                    |               | 78.77         |             |             |
| 3/20/20        |              | 73660 | X-RAY TOE(S)                             | Kerry Rold, MD     | 45.18         |               | 0.00        | 0.00        |
|                | 3/20/20      |       | CAPITATED WRITE-OFF-BMG HEALTH NET       |                    |               | 45.18         |             |             |
| 3/20/20        |              | 76700 | US, ABDOM,B-SCAN &/OR REAL TIME,COMPLETE | Alex Kasraie, MD   | 198.20        |               | 0.00        | 0.00        |
|                | 3/20/20      |       | CAPITATED WRITE-OFF-BMG HEALTH NET       |                    |               | 198.20        |             |             |
| <b>Totals:</b> |              |       |                                          |                    | <b>362.15</b> | <b>362.15</b> | <b>0.00</b> | <b>0.00</b> |





TAX ID : 043620652

PLEASE REMIT PAYMENT TO  
 6710 Kester Ave #126  
 Van Nuys, CA 91405

| BILLING STATEMENT |                |
|-------------------|----------------|
| Patient ID        | Statement Date |
| PRE535798         | 8/4/2020       |

**ALWAYS REFERENCE PATIENT ID**

TELLEZ, FRANCISCO  
 2066 E ST  
 SAN BERNARDINO, CA 92404

PHONE : 909-721-5714

DOB : 11/11/1972

Exam Location: 6276 River Crest Dr Suite D, Riverside CA 92507

| Exam Date | Proc. Code | Description                  | MOD | Part     | DX      | Amount      |
|-----------|------------|------------------------------|-----|----------|---------|-------------|
| 7/26/2020 | 73718      | MRI LOWER EXTREMITY W/O DYE  | R   | FOOT     | M79.671 | \$ 2,200.00 |
| 7/26/2020 | 73221      | MRI JOINT UPR EXTREM W/O DYE | L   | SHOULDER | M25.512 | \$ 2,200.00 |

| Total Charges               | Total Payments | Total Adjustments | Balance Due       |
|-----------------------------|----------------|-------------------|-------------------|
| <b>\$4,400.00</b>           | \$0.00         | \$0.00            | <b>\$4,400.00</b> |
| Internal use Only: 3/5/2020 |                |                   |                   |



**\*ADDITIONAL OR REVISED BILLING MAY OCCUR\***

**\*PLEASE EMAIL BILLING@PRECISEMRI.COM TO CONFIRM FINAL BILLING AMOUNT\***



RECEIVED

CITY OF HIGHLAND  
CITY CLERK

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

Received: \_\_\_\_\_

By: B. Hughes  
☒ Mail ☐ In person

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

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

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

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

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

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

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

1. Name of Claimant Nicholas Tellez
  - a. Complete Address of Claimant, including City, State and Zip Code:  
2066 E. Foothill Dr. San Bernardino. CA 92404
  - b. Phone Number ( 909 ) 721-5714
  - c. Date of Birth 10/06/2003

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

N/A

Issued by which State: N/A

\_\_\_\_ Driver's License      \_\_\_\_ Identification Card

Expiration Date: \_\_\_\_\_

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

Arshakyan Law Firm

6345 Balboa Blvd., Build 3 Suite 372 Encino, CA 91316 (818)334-5005

3. Occurrence or event from which the claim arises:

a. Date of occurrence March 5, 2020

b. Time of occurrence Around 7:22 a.m.

c. Place of occurrence (Exact and specific location)

In the intersection of Arden Ave. and Citrus St.

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).

Our client's sustained bodily injuries and property damage due to a motor vehicle incident that occurred on the Our client's were traveling southbound on Arden Ave. approaching Citrus St. when a third party vehicle, traveling at High speed, ran through a stop sign and collided with our client's vehicle. intersection of Arden Ave., and Citrus St. The speed limit on Arden Ave. is posted as 35mph north of Citrus and 40mph south of Citrus. In the area of the collision, the roadway on Arden Ave is straight and declines going south. The speed limit on Citrus is also 40mph and inclines proceeding east. There is only a two-way stop sign on Citrus St.

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

Claimants believe that the high speed limit and lack of a four way stop may have been a contributory factor to the collision.

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".

Claimants have incurred medical expenses and general damages.

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

N/A

6. Name and address of any other person injured:

Isaac Tellez

Francisco Tellez

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

Francisco Tellez

2066 E. Foothill Dr. San Bernardino, CA 92404

8. Damages Claimed:

a. Amount claimed as of this date: \$ 4,046.00 +

b. Estimate amount of future costs: \$ 25,000.00 +

c. Total amount claimed: \$

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

Please see attachment

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

a. AMB Ambulance

b. Loma Linda University Health Care

c. Beaver Medical Group

d. San Bernardino Injury Center

e. Precision MRI

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

N/A

**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: San Bernardino, CA  
City and State

Date: 08/10/2020

Francisco Teller As GAL for Nicholas Tellez  
Signature of Claimant

Francisco Teller  
Printed name of person signing above



**American Medical Response**  
50 S. Main St. Suite 401  
Akron, OH 44308

**INVOICE**

- AMERICAN MEDICAL RESPONSE IE

|                 |                 |          |            |
|-----------------|-----------------|----------|------------|
| TRIP #          | 853-05991128-01 | ACCT #   |            |
| PATIENT NAME    | NICHOLAS TELLEZ |          |            |
| DATE OF SERVICE | 03/05/2020      |          |            |
| AMOUNT DUE      | \$1,727.85      | DUE DATE | 04/22/2020 |

REMIT PAYMENT TO:

PARENT OF NI TELLEZ 8530599112801  
2066 E FOOTHILL DR  
SAN BERNARDINO, CA 92404-3022

AMERICAN MEDICAL RESPONSE  
P O BOX 30250  
LOS ANGELES, CA 90030-0250

PLEASE CHARGE MY: ☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS

ACCOUNT

EXPIRATION DATE

SIGNATURE

PLEASE ENTER AMOUNT PAID: \$

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

|                           |                     |                  |                            |                     |
|---------------------------|---------------------|------------------|----------------------------|---------------------|
| <b>PATIENT NAME</b>       |                     | <b>ACCOUNT #</b> | <b>TRIP #</b>              | <b>INVOICE DATE</b> |
| NICHOLAS TELLEZ           |                     | 003730731-0001   | 853-05991128-01            | 04/07/2020          |
| <b>SERVICE DATE</b>       | <b>SERVICE FROM</b> |                  | <b>SERVICE TO</b>          |                     |
| 03/05/2020                | ARDEN AVE/CITRUS ST |                  | LOMA LINDA UNIVERSITY HOSP |                     |
| <b>IMPORTANT MESSAGES</b> |                     |                  |                            |                     |

| CODE  | DESCRIPTION       | UNITS | UNIT CHARGE | TOTAL CHARGE |
|-------|-------------------|-------|-------------|--------------|
| A0427 | ALSE BASE GRNY PT | 1     | \$1,608.41  | \$1,608.41   |
| A0425 | MILEAGE 2PTS      | 8     | \$14.93     | \$119.44     |

CALL RCVD: 07:33

**TOTAL CHARGES DUE**

\$1,727.85

FED TAX ID:

Send billing inquiries to: **AMERICAN MEDICAL RESPONSE, 50 S. Main St., Suite 401, Akron, OH 44308**  
or call: **1-800-913-9106** Keep this ☐ for your records

Keep this ☐ for ☐ your records



LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

Marisa Musselman

BILL DATE:  
07/27/20

Marisa Musselman  
2066 E FOOTHILL BLVD  
SAN BERNARDINO, CA 92404

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

BILLING QUESTIONS? CALL:  
(909) 651-4300

YOUR FPBO ACCOUNT NUMBER:  
103758316

| SVC DATE | PATIENT                                                                  | PROCEDURE     | TR | UN | CPT   | CHARGE | INS FILED | INS PAID | PAT PAID | ADJUSTMT | PAT POR |
|----------|--------------------------------------------------------------------------|---------------|----|----|-------|--------|-----------|----------|----------|----------|---------|
| 03/05/20 | TELLEZ, NICHOLAS                                                         | X-RAY KNEE 4+ | 1  | 1  | 73564 | 43.00  | 0.00      | 14.56    | 0.00     | 28.44    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |               |    |    |       | 14.56  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |               |    |    |       | 28.44  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVAR MEDICAL GROUP HMO |               |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, NICHOLAS                                                         | X-RAY WRIST 3 | 2  | 1  | 73110 | 36.00  | 0.00      | 11.36    | 0.00     | 24.64    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |               |    |    |       | 11.36  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |               |    |    |       | 24.64  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVAR MEDICAL GROUP HMO |               |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, NICHOLAS                                                         | X-RAY HAND 3+ | 3  | 1  | 73130 | 36.00  | 0.00      | 11.36    | 0.00     | 24.64    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |               |    |    |       | 11.36  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |               |    |    |       | 24.64  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVAR MEDICAL GROUP HMO |               |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, NICHOLAS                                                         | X-RAY SHOULDE | 4  | 1  | 73030 | 44.00  | 0.00      | 12.28    | 0.00     | 31.72    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |               |    |    |       | 12.28  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |               |    |    |       | 31.72  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVAR MEDICAL GROUP HMO |               |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, NICHOLAS                                                         | EMERGENCY DEP | 5  | 1  | 99284 | 350.00 | 0.00      | 160.98   | 0.00     | 189.02   | 0.00    |

CONTINUED

BILL DATE: 07/27/20 ACCOUNT NAME:  
Marisa Musselman

LLUHS SERVICE AREA

Page 1

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

Marisa Musselman

BILL DATE:  
07/27/20

Marisa Musselman  
2066 E FOOTHILL BLVD  
SAN BERNARDINO, CA 92404

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

BILLING QUESTIONS? CALL:  
(909) 651-4300

YOUR FPBO ACCOUNT NUMBER:  
103758316

| SVC DATE | PATIENT         | PROCEDURE                                                  | TR | UN | CPT   | CHARGE | INS FILED | INS PAID | PAT PAID | ADJUSTMT | PAT POR |
|----------|-----------------|------------------------------------------------------------|----|----|-------|--------|-----------|----------|----------|----------|---------|
| 06/01/20 |                 | INSURANCE PAYMENT(LOCKBOX)                                 |    |    |       | 160.98 |           |          |          |          |         |
| 06/01/20 |                 | CONTRACTUAL WRITE-OFF                                      |    |    |       | 189.02 |           |          |          |          |         |
| 03/26/20 |                 | INS FILED: REDLANDS COMMUNITY HOSPITAL - ALT PAYOR-RCH HMO |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ,NICHOLAS | RESUPERF WND                                               | 6  | 1  | 12011 | 355.00 | 0.00      | 77.13    | 0.00     | 277.87   | 0.00    |
| 06/01/20 |                 | INSURANCE PAYMENT(LOCKBOX)                                 |    |    |       | 77.13  |           |          |          |          |         |
| 06/01/20 |                 | CONTRACTUAL WRITE-OFF                                      |    |    |       | 277.87 |           |          |          |          |         |
| 03/26/20 |                 | INS FILED: REDLANDS COMMUNITY HOSPITAL - ALT PAYOR-RCH HMO |    |    |       |        |           |          |          |          |         |

\* denotes new activity

BILL DATE: ACCOUNT NAME:  
07/27/20 Marisa Musselman

TOTAL DUE:  
0.00

LLUHS SERVICE AREA

Page 2

|          |          |          |          |           |
|----------|----------|----------|----------|-----------|
| CURRENT: | 30 DAYS: | 60 DAYS: | 90 DAYS: | 120 DAYS: |
| 0.00     | 0.00     | 0.00     | 0.00     | 0.00      |

Thank you for selecting Loma Linda University Health System to satisfy your health care needs. The amount shown is now due in full. If your balance is less than \$50.00, this will be your only statement. Please remit payment in



| <u>Svc Date</u>            | <u>Tx#</u> | <u>Code</u> | <u>Description</u>   | <u>DX</u> | <u>Provider</u> | <u>Charges</u> | <u>Pmt/Adj</u> | <u>Ins Bal</u> | <u>Pat Bal</u> |
|----------------------------|------------|-------------|----------------------|-----------|-----------------|----------------|----------------|----------------|----------------|
| Patient: TELLEZ,NICHOLAS E |            |             |                      |           |                 |                |                |                |                |
| 05/14/2020                 | 23         | 90460       | IMMUNIZ ADMIN, THRU* | Z23       | Emily Swant, MD | 23.00          |                | 0.00           | 0.00           |
| 05/14/2020                 | 25         | 3011        | CAPITATED WRITE-OFF  |           |                 |                | -23.00         |                |                |
| 05/14/2020                 | 22         | 90651       | 9VHPV VACC 2/3 DOSE* | Z23       | Emily Swant, MD | 245.00         |                | 0.00           | 40.00          |
| 05/14/2020                 | 24         | 3011        | CAPITATED WRITE-OFF  |           |                 |                | -205.00        |                |                |
| <b>TOTALS</b>              |            |             |                      |           |                 | <b>268.00</b>  | <b>-228.00</b> | <b>0.00</b>    | <b>40.00</b>   |
| Amount Due:                |            |             |                      |           |                 |                |                |                | <b>40.00</b>   |

Here are your year to date charges with corresponding payments:  
Charges for 01/01/2020 - 06/15/2020

| <u>Svc Date</u>            | <u>Tx#</u> | <u>Code</u> | <u>Description</u>   | <u>DX</u> | <u>Provider</u> | <u>Charges</u>  | <u>Pmt/Adj</u>   | <u>Ins Bal</u> | <u>Pat Bal</u> |
|----------------------------|------------|-------------|----------------------|-----------|-----------------|-----------------|------------------|----------------|----------------|
| Patient: TELLEZ,NICHOLAS E |            |             |                      |           |                 |                 |                  |                |                |
| 01/21/2020                 | 2          | 99214       | OFFICE OUTPATIENT V* | F32.1     | Emily Swant, MD | 172.00          |                  | 0.00           | 0.00           |
| 01/21/2020                 | 1          | 1001        | CO-PAYMENT           |           |                 |                 | -40.00           |                |                |
| 01/21/2020                 | 3          | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -132.00          |                |                |
| 03/02/2020                 | 10         | 90460       | IMMUNIZ ADMIN, THRU* | Z23       | Emily Swant, MD | 27.00           |                  | 0.00           | 0.00           |
| 03/02/2020                 | 16         | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -27.00           |                |                |
| 03/02/2020                 | 11         | 90460       | IMMUNIZ ADMIN, THRU* | Z23       | Emily Swant, MD | 27.00           |                  | 0.00           | 0.00           |
| 03/02/2020                 | 17         | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -27.00           |                |                |
| 03/02/2020                 | 9          | 90651       | 9VHPV VACC 2/3 DOSE* | Z23       | Emily Swant, MD | 245.00          |                  | 0.00           | 0.00           |
| 03/02/2020                 | 15         | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -245.00          |                |                |
| 03/02/2020                 | 8          | 90734       | MENACWYD/MENACWY-CR* | Z23       | Emily Swant, MD | 138.00          |                  | 0.00           | 0.00           |
| 03/02/2020                 | 14         | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -138.00          |                |                |
| 03/02/2020                 | 7          | 99212       | OFFICE OUTPATIENT V* | M25.531   | Emily Swant, MD | 72.00           |                  | 0.00           | 0.00           |
| 03/02/2020                 | 13         | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -72.00           |                |                |
| 03/02/2020                 | 6          | 99394       | PREVENTIVE VISIT,ES* | Z00.121   | Emily Swant, MD | 131.00          |                  | 0.00           | 0.00           |
| 03/02/2020                 | 12         | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -91.00           |                |                |
| 05/05/2020                 | 21         | 1000        | GUARANTOR PAYMENT    |           |                 |                 | -40.00           |                |                |
| 03/02/2020                 | 4          | ZZLAB       | Lab Copay Charge     |           | Emily Swant, MD | 40.00           |                  | 0.00           | 0.00           |
| 03/02/2020                 | 5          | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -40.00           |                |                |
| 03/12/2020                 | 19         | 99213       | OFFICE OUTPATIENT V* | S63.601A  | Emily Swant, MD | 118.77          |                  | 0.00           | 0.00           |
| 03/12/2020                 | 18         | 1001        | CO-PAYMENT           |           |                 |                 | -40.00           |                |                |
| 03/12/2020                 | 20         | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -78.77           |                |                |
| 05/14/2020                 | 23         | 90460       | IMMUNIZ ADMIN, THRU* | Z23       | Emily Swant, MD | 23.00           |                  | 0.00           | 0.00           |
| 05/14/2020                 | 25         | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -23.00           |                |                |
| 05/14/2020                 | 22         | 90651       | 9VHPV VACC 2/3 DOSE* | Z23       | Emily Swant, MD | 245.00          |                  | 0.00           | 40.00          |
| 05/14/2020                 | 24         | 3011        | CAPITATED WRITE-OFF  |           |                 |                 | -205.00          |                |                |
| <b>TOTALS</b>              |            |             |                      |           |                 | <b>1,238.77</b> | <b>-1,198.77</b> | <b>0.00</b>    | <b>40.00</b>   |
| Amount Due:                |            |             |                      |           |                 |                 |                  |                | <b>40.00</b>   |

If you have any further questions or concerns regarding your account, please contact our office Monday-Friday between the hours of 8:00AM and 4:30PM.

Sincerely,

Patient Financial Services

**Questions? Contact Us.**

909-335-4188

Beaver Medical Group  
PO Box 10069  
San Bernardino, CA 92423



TAX ID :

PLEASE REMIT PAYMENT TO  
6710 Kester Ave #126  
Van Nuys, CA 91405

| BILLING STATEMENT |                |
|-------------------|----------------|
| Patient ID        | Statement Date |
| PRE535802         | 8/4/2020       |

**ALWAYS REFERENCE PATIENT ID**

TELLEZ, NICOLAS  
2066 E ST FOOTHILL DR  
SAN BERNARDINO, CA 92404

PHONE : 909-280-3116

DOB : 10/6/2003

Exam Location: 1809 Verdugo Blvd. #100, Glendale CA 91208

| Exam Date | Proc. Code | Description              | MOD | Part   | DX    | Amount      |
|-----------|------------|--------------------------|-----|--------|-------|-------------|
| 7/26/2020 | 72148      | MRI LUMBAR SPINE W/O DYE |     | LSPINE | M54.5 | \$ 2,200.00 |

| Total Charges               | Total Payments | Total Adjustments | Balance Due       |
|-----------------------------|----------------|-------------------|-------------------|
| <b>\$2,200.00</b>           | \$0.00         | \$0.00            | <b>\$2,200.00</b> |
| Internal use Only: 3/5/2020 |                |                   |                   |



**\*ADDITIONAL OR REVISED BILLING MAY OCCUR\***

**\*PLEASE EMAIL BILLING@PRECISEMRI.COM TO CONFIRM FINAL BILLING AMOUNT\***



**RECEIVED**

AUG 17 2007  
CITY OF HIGHLAND  
CITY CLERK

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

Received: \_\_\_\_\_

By: [Signature]  
☒ Mail ☐ In person

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

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

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

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

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

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

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

1. Name of Claimant Isaac Tellez
  - a. Complete Address of Claimant, including City, State and Zip Code:  
2066 E. Foothill Dr. San Bernardino, CA 92404
  - b. Phone Number ( 909 ) 721-5714
  - c. Date of Birth 01/10/2006

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

N/A

Issued by which State: N/A

\_\_\_\_ Driver's License      \_\_\_\_ Identification Card

Expiration Date: \_\_\_\_\_

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

Arshakyan Law Firm

6345 Balboa Blvd., Build 3 Suite 372 Encino, CA 91316 (818)334-5005

3. Occurrence or event from which the claim arises:

a. Date of occurrence March 5, 2020

b. Time of occurrence Around 7:22 a.m.

c. Place of occurrence (Exact and specific location)

In the intersection of Arden Ave. and Citrus St.

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).

Our client's sustained bodily injuries and property damage due to a motor vehicle incident that occurred on the Our client's were traveling southbound on Arden Ave. approaching Citrus St., when a third party vehicle, traveling at High speed, ran through a stop sign and collided with our client's vehicle. intersection of Arden Ave., and Citrus St. The speed limit on Arden Ave. is posted as 35mph north of Citrus and 40mph south of Citrus. In the area of the collision, the roadway on Arden Ave is straight and declines going south. The speed limit on Citrus is also 40mph and inclines proceeding east. There is only a two-way stop sign on Citrus St.

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

Claimants believe that the high speed limit and lack of a four way stop may have been a contributory factor to the collision.

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".

Claimants have incurred medical expenses and general damages.

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

N/A

6. Name and address of any other person injured:

Nicholas Tellez

Francisco Tellez

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

Francisco Tellez

2066 E. Foothill Dr. San Bernardino, CA 92404

8. Damages Claimed:

a. Amount claimed as of this date: \$ 4,046.00 +

b. Estimate amount of future costs: \$ 25,000.00 +

c. Total amount claimed: \$

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

Please see attachments

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

- a. AMB Ambulance
- b. Loma Linda University Health Care
- c. Beaver Medical Group
- d. San Bernardino Injury Center
- e. Precision MRI

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

N/A

**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: San Bernardino,  
City and State

Date: 08/10/202

*Francisco Teller* As GAL for Isaac Tellez  
Signature of Claimant

Francisco Teller  
Printed name of person signing above

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

Marisa Musselman

BILL DATE:  
07/27/20

Marisa Musselman  
2066 E FOOTHILL BLVD  
SAN BERNARDINO, CA 92404

LLUHS SERVICE AREA  
268 W. Hospitality  
Ste 300  
San Bernardino, CA 92408

BILLING QUESTIONS? CALL:  
(909) 651-4300

YOUR FPBO ACCOUNT NUMBER:  
103758301

| SVC DATE | PATIENT                                                                  | PROCEDURE       | TR | UN | CPT   | CHARGE | INS FILED | INS PAID | PAT PAID | ADJUSTMT | PAT FOR |
|----------|--------------------------------------------------------------------------|-----------------|----|----|-------|--------|-----------|----------|----------|----------|---------|
| 03/05/20 | TELLEZ, ISAAC                                                            | X-RAY KNEE 4+   | 1  | 1  | 73564 | 43.00  | 0.00      | 14.56    | 0.00     | 28.44    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |                 |    |    |       | 14.56  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |                 |    |    |       | 28.44  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |                 |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, ISAAC                                                            | X-RAY FOREARM 2 | 2  | 1  | 73090 | 31.00  | 0.00      | 10.90    | 0.00     | 20.10    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |                 |    |    |       | 10.90  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |                 |    |    |       | 20.10  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |                 |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, ISAAC                                                            | X-RAY HAND 3+   | 3  | 1  | 73130 | 36.00  | 0.00      | 11.36    | 0.00     | 24.64    | 0.00    |
| 05/08/20 | INSURANCE PAYMENT                                                        |                 |    |    |       | 11.36  |           |          |          |          |         |
| 05/08/20 | CONTRACTUAL WRITE-OFF                                                    |                 |    |    |       | 24.64  |           |          |          |          |         |
| 03/16/20 | INS FILED: MEDICAL GROUPS COMMERCIAL CONTRACTED-BEAVER MEDICAL GROUP HMO |                 |    |    |       |        |           |          |          |          |         |
| 03/05/20 | TELLEZ, ISAAC                                                            | EMERGENCY DEP 4 | 4  | 1  | 99284 | 350.00 | 0.00      | 160.98   | 0.00     | 189.02   | 0.00    |
| 06/01/20 | INSURANCE PAYMENT (LOCKBOX)                                              |                 |    |    |       | 160.98 |           |          |          |          |         |
| 06/01/20 | CONTRACTUAL WRITE-OFF                                                    |                 |    |    |       | 189.02 |           |          |          |          |         |
| 03/27/20 | INS FILED: REDLANDS COMMUNITY HOSPITAL - ALT PAYOR-RCH HMO               |                 |    |    |       |        |           |          |          |          |         |

\* denotes new activity

BILL DATE: 07/27/20  
ACCOUNT NAME: Marisa Musselman

TOTAL DUE:  
0.00

LLUHS SERVICE AREA

Page 1

|          |          |          |          |           |
|----------|----------|----------|----------|-----------|
| CURRENT: | 30 DAYS: | 60 DAYS: | 90 DAYS: | 120 DAYS: |
| 0.00     | 0.00     | 0.00     | 0.00     | 0.00      |

Thank you for selecting Loma Linda University Health System to satisfy your health care needs. The amount shown is now due in full. If your balance is less than \$50.00, this will be your only statement. Please remit payment in



06/15/20

Marisa Musselman  
2066 E Foothill Dr  
San Bernardino CA 92404

RE: Account Number:001134120

Dear Ms. Marisa Musselman:

You are receiving this letter because you requested a summary of the activity on your account. See the information below to get a breakdown of your outstanding charges, previous year charges, previous month charges, year to date charges and received payments.

Here are your outstanding charges:

There were no charges posted to the account during this period.

Here are your charges from last year with corresponding payments:  
Charges for 01/01/2019 - 12/31/2019

There were no charges posted to the account during this period.

Here are your charges from the last month with corresponding payments:  
Charges for 05/01/2020 - 05/31/2020

There were no charges posted to the account during this period.

Here are your year to date charges with corresponding payments:  
Charges for 01/01/2020 - 06/15/2020

| <u>Svc Date</u> | <u>Tx#</u> | <u>Code</u> | <u>Description</u> | <u>DX</u> | <u>Provider</u> | <u>Charges</u> | <u>Pmt/Adj</u> | <u>Ins Bal</u> | <u>Pat Bal</u> |
|-----------------|------------|-------------|--------------------|-----------|-----------------|----------------|----------------|----------------|----------------|
|-----------------|------------|-------------|--------------------|-----------|-----------------|----------------|----------------|----------------|----------------|

**Questions? Contact Us.**

909-335-4188

Beaver Medical Group  
PO Box 10069  
San Bernardino, CA 92423



Patient: TELLEZ,ISAAC F

|             |   |       |                      |                          |        |         |      |      |
|-------------|---|-------|----------------------|--------------------------|--------|---------|------|------|
| 03/16/2020  | 2 | 99213 | OFFICE OUTPATIENT V* | S70.12XA Shannon Mullen* | 118.77 |         | 0.00 | 0.00 |
| 03/16/2020  | 1 | 1001  | CO-PAYMENT           |                          |        | -40.00  |      |      |
| 03/16/2020  | 3 | 3011  | CAPITATED WRITE-OFF  |                          |        | -78.77  |      |      |
| TOTALS      |   |       |                      |                          | 118.77 | -118.77 | 0.00 | 0.00 |
| Amount Due: |   |       |                      |                          |        |         | 0.00 |      |

If you have any further questions or concerns regarding your account, please contact our office Monday-Friday between the hours of 8:00AM and 4:30PM.

Sincerely,

Patient Financial Services

**Questions? Contact Us.**

909-335-4188

Beaver Medical Group  
PO Box 10069  
San Bernardino, CA 92423



TAX ID :

PLEASE REMIT PAYMENT TO  
6710 Kester Ave #126  
Van Nuys, CA 91405

| BILLING STATEMENT |                |
|-------------------|----------------|
| Patient ID        | Statement Date |
| PRE535804         | 8/4/2020       |

**ALWAYS REFERENCE PATIENT ID**

TELLEZ, ISAAC  
2066 E ST FOOTHIL DR  
SAN BERNARDINO, CA 92404

PHONE : 909-280-3116

DOB : 1/10/2006

Exam Location: 1809 Verdugo Blvd. #100, Glendale CA 91208

| Exam Date | Proc. Code | Description              | MOD | Part   | DX    | Amount      |
|-----------|------------|--------------------------|-----|--------|-------|-------------|
| 7/26/2020 | 72148      | MRI LUMBAR SPINE W/O DYE |     | LSPINE | M54.5 | \$ 2,200.00 |

| Total Charges               | Total Payments | Total Adjustments | Balance Due |
|-----------------------------|----------------|-------------------|-------------|
| \$2,200.00                  | \$0.00         | \$0.00            | \$2,200.00  |
| Internal use Only: 3/5/2020 |                |                   |             |



**\*ADDITIONAL OR REVISED BILLING MAY OCCUR\***

**\*PLEASE EMAIL BILLING@PRECISEMRI.COM TO CONFIRM FINAL BILLING AMOUNT\***



# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** September 8, 2020

**FROM:** Joseph Hughes, City Manager

**REVIEWED BY:** Carlos Zamano, Public Works Director/City Engineer *CZ*

**PREPARED BY:** Paul Toor, Program/Project Manager *PT*

**SUBJECT:** Notice of Completion – Bid No. 2019-08, “Sterling Avenue & Water Street Sidewalk and Bike Lane improvements” and “Base Line, Central Avenue and Sterling Avenue ADA and Bus Stops access improvements”.  
(Project Nos. swk16001 & swk17001)

**RECOMMENDATION:** It is recommended that the City Council:

1. Accept Bid No. 2019-08, “Sterling Avenue & Water Street Sidewalk and Bike Lane Improvements” and “Baseline, Central Avenue and Sterling Avenue ADA & Bus Stops Access Improvements” (Project Nos. swk16001 & swk17001) as complete;
2. Authorize the Mayor to sign the Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion

**FISCAL IMPACT:** The original contract amount was \$487,428.80. The final contract amount is \$302,945.71, a reduction of \$184,483.09 is primarily due to reduction in the scope of work on the north side of Water Street west of Weaver Street. Scope of work was reduced because the City was unable to acquire a roadway easement. Construction of this project is funded by the various funding sources listed below:

|                             |              |
|-----------------------------|--------------|
| State TDA Article 3 Grant   | \$141,555.11 |
| RDA 2004 Bond Proceeds      | \$105,694.90 |
| City DIF- Local Circulation | \$ 55,695.70 |
| Total Construction          | \$302,945.71 |

|                                |               |                                    |                          |
|--------------------------------|---------------|------------------------------------|--------------------------|
| Approved _____                 | Motion _____  | Second _____                       | Agenda Item No. <u>6</u> |
| Denied _____                   | Ayes _____    |                                    |                          |
| Continued _____                | Noes _____    |                                    | File No. _____           |
| Tabled _____                   | Abstain _____ |                                    |                          |
|                                | Absent _____  |                                    |                          |
| <i>B. Hughes</i><br>City Clerk |               | <i>[Signature]</i><br>City Manager |                          |

**PUBLIC NOTICE:** The agenda for this item was posted at the three locations per Resolution No. 2011- 47 and on the City's website.

**BACKGROUND:** A construction contract was awarded to IE General Engineering in the amount of \$487,428.80 during the regular City Council meeting on December 10, 2019. The contract was awarded on the premises that property owners of 29412 Water Street would grant the City the right of way/construction easement to construct improvements fronting their property. City staff worked closely with the property owners for a period of time and had the confidence that necessary right of way/construction easement would be granted. However, negotiations with the property owners did not materialize. Property owners declined the City's offer to grant the right of way/construction easement, resulting in deletion of curbs, gutters, sidewalk and matching pavement improvements fronting their property.

Projects swk16001 and swk17001 encompass pedestrian safety, bicycle facility, ADA and bus stops access improvements at various locations.

Project swk16001 consists of the following work on Sterling Avenue and Water Street:

1. Construction of missing curbs and gutters, new concrete sidewalks and drive approaches across the property located at 7512 Sterling Avenue.
2. Upgrading two existing drive approaches at the south end of Warm Springs Elementary School campus on Sterling Avenue to include continuous sidewalk and construction of ADA sidewalk clearance around two existing utility poles in the same vicinity.
3. Minor pavement widening along the frontage at 29412 Water Street.
4. Restripe Water Street from Church Street to Weaver Avenue to include new bike lanes on both sides of the street. No parking will be implemented on this stretch of roadway. The new bike lanes on Water Street will connect the existing bike lanes on Church Street and Weaver Street to provide improved bikeway circulation.
5. Ancillary work such as relocation of fence/gate, replacement of irrigation systems, landscape and hardscape features and modifications to drainage facilities.

Project swk17001 consists of the following work on Base Line, Central Avenue and Sterling Avenue:

1. Construction of missing sidewalk and ADA sidewalk clearance around obstacles, such as utility poles, mail box , and fire hydrant, on Base Line near Del Rosa Avenue, Guthrie Street, Victoria Avenue and Cole Avenue.
2. Construction of in-roadway warning lights (IRWL) on Central Avenue at Hibiscus Street, located in the immediate vicinity of Cypress Elementary School, to improve pedestrian crossing safety for this school and other City public facilities nearby. Also, construction of additional sidewalk to improve access to the existing Omnitrans bus stop on Central Avenue just south of Hibiscus Street.

3. Construction of ADA sidewalk clearance around three utility poles in front of the apartment complex located at 7405 Sterling Avenue to facilitate ADA access to Omnitrans bus stops on this street.
4. Ancillary work such as relocation of fence/gate and replacement of irrigation systems, landscape and hardscape features.

Construction of the project has been completed by the contractor IE General Engineering, and the project is ready for City Council acceptance.

H:\PUBWRK\swk16001- Art 3 (sch 1 Sterling Ave-sch 2 Water St-sch 3 Central Ave-Base Line)\Construction\Notice of Completion  
Stf Rpt 09-08-2020.doc

RECORDING REQUESTED BY &  
WHEN RECORDED MAIL TO:

BETTY HUGHES  
CITY CLERK  
CITY OF HIGHLAND  
27215 BASE LINE  
HIGHLAND, CA 92346

---

No APN

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner or agent of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Highland.
3. The full address of the owner is 27215 Base Line, Highland, CA 92346.
4. All work of improvement on the property hereinafter described was substantially completed on or before August 7, 2020.
5. The work of improvement completed is described as follows: Bid No. 2019-08, "Sterling Avenue-Water Street Sidewalk/Bike lane Improvements; Base Line, Central Avenue and Sterling Avenue ADA & Bus Stops Access Improvements (Project Nos. swk16001 and swk17001)".
6. The name of the original contractor for such work of improvement is I E General Engineering Inc.
7. The property on which said work of improvement is located on various streets in the City of Highland.

DATE: September 8, 2020

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Larry McCallon  
Mayor, City of Highland

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Mayor of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

DATE: September 8, 2020

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Larry McCallon  
Mayor, City of Highland





# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** September 8, 2020

**FROM:** Joseph A. Hughes, City Manager

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

**PREPARED BY:** Salvador Quintanilla, Associate Planner *SQ*

**SUBJECT:** An appeal (APP No. 20-001) of the Planning Commission's denial of Conditional Use Permit CUP 20-004; a request for an expansion of an existing State of California Department of Alcohol Beverage Control (ABC) Type 47 (On-Sale General - Eating Place) license for an approximate 420 square-foot outdoor dining area for an existing restaurant (JJ's Sports Bar and Grill). The Appellant is asking the City Council to overturn the Planning Commission's decision and permit the sale and consumption of alcohol within the existing outdoor dining area (**Continued from August 25, 2020**).

**LOCATION:** 7955 Webster Street, Unit No. 1  
(APN No.: 1201-361-23)

**APPLICANT/  
APPELLANT:** JJ's Sport Bar & Grill, Joe Swidan

**RECOMMENDATION:** At the request of City Council Staff recommends adopting Resolution No. 2020- \_\_\_\_ to approve Appeal No. 20-001 thereby approving Conditional Use Permit No. 20-004; a request for an expansion of a Type 47 ABC license into an outdoor dining area at JJ's Sports Bar and Grill.

**BACKGROUND:** JJ's Sports Bar and Grill is located within Carino Plaza, an existing neighborhood commercial shopping center on the north side of Greenspot Road between Webster Street and Boulder Avenue. JJ's is at the north end of the multi-

|                                |               |                                    |                          |
|--------------------------------|---------------|------------------------------------|--------------------------|
| Approved _____                 | Motion _____  | Second _____                       | Agenda Item No. <u>7</u> |
| Denied _____                   | Ayes _____    |                                    | File No. _____           |
| Continue _____                 | Noes _____    |                                    |                          |
|                                | Abstain _____ |                                    |                          |
|                                | Absent _____  |                                    |                          |
| <i>B. Hughes</i><br>City Clerk |               | <i>[Signature]</i><br>City Manager |                          |

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tenant building, occupying two (2) suites. The Applicant/Owner of JJ's Sports Bar & Grill opened for business approximately two (2) years ago with an *"aim to provide a fun, safe, welcoming, hospitable, family oriented environment in our surrounding area."*

On May 14, 2020, the Appellant, submitted a Conditional Use Permit Application to the City to expand his existing ABC license to allow the service of alcoholic beverage on the front patio. The Application was denied by the Planning Commission on August 4, 2020. On July 28, 2020, the Appellant filed an Appeal requesting to overturn the Planning Commission's denial.

**PREVIOUS ACTION:** On August 25, 2020, the City Council held a public hearing regarding the Appeal. The Council directed staff to prepare a resolution to Approve the Conditional Use Permit to expand their ABC license and add a Condition of Approval to require a six (6) month review of the restaurant by the Planning Commission (Attachment No. 1: CC Resolution No. 2020-\_\_\_\_\_ to approve Appeal No. 20-001).

Attachments:

1. CC Resolution No. 2020-\_\_\_\_\_ to approve Appeal No. 20-001



## **Attachment No. 1**

### **CC Resolution No. 2020-\_\_\_ to approve Appeal No. 20-001 and Conditions of Approval**

**RESOLUTION NO. 2020-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, APPROVING APPEAL NO. 20-001 OVERTURNING THE PLANNING COMMISSION'S DENIAL, AND APPROVING CONDITIONAL USE PERMIT NO. 20-004 FOR THE EXPANSION OF AN EXISTING STATE OF CALIFORNIA DEPARTMENT OF ALCOHOL BEVERAGE CONTROL (ABC) TYPE 47 (ON-SALE GENERAL - EATING PLACE) LICENSE WITHIN AN 420 SQUARE-FOOT OUTDOOR DINING AREA AT AN EXISTING RESTAURANT (JJ'S SPORTS BAR & GRILL), LOCATED AT 7955 WEBSTER STREET, UNIT NO. 1. (APN: 1201-361-23)**

**APPLICANT/APPELANT: JJ'S SPORT BAR & GRILL, JOE SWIDAN**

**A. RECITALS**

1. On May 14, 2020, the Applicant, Joe Swidan, applied for a Conditional Use Permit (CUP No. 20-004) to expand the existing Alcohol Beverage Control Type 47 (On-Sale General – Eating Place) License to permit the sale and on-site consumption of all types of alcoholic beverages within an approximate 420 square-foot outdoor dining area for an existing restaurant.
2. On July 7, 2020, the Planning Commission of the City of Highland conducted a public hearing on the Application. The Commission directed staff to prepare a resolution for denial and continued the hearing to July 21, 2020.
3. On July 21, 2020, the Planning Commission adopted Resolution No. 2020 – 003 to deny Conditional Use Permit No. 20-004.
4. On July 28, 2020, the Applicant/Appellant filed an Appeal (APP No. 20-001), requesting the City Council overturn the Planning Commission's denial.
5. On August 25, 2020, the City of Highland City Council conducted a public hearing to consider the Appeal. After providing notice to the public in a manner and for the time required by law to hear and consider both oral and written evidence regarding said Appeal, the City Council directed the Staff to prepare a resolution approving the Appeal and overturning the Planning Commission's determination to deny the project. The City Council also requested that the City Council conduct a review of the project six months after the conditional use permit is approved.
6. On September 8, 2020, the City of Highland City Council conducted meeting at the Highland City Hall Council Chambers in Highland, California, at 6:00 p.m. to consider the resolution approving the conditional use permit.

7. Pursuant to California Environmental Quality Act (CEQA), the Project is Categorically Exempt per the CEQA Guidelines, Section 15301, Class No. 1 (Existing Facilities). There is no further environmental review required.
8. All legal prerequisites to the adoption of this resolution have occurred.

**B. RESOLUTION**

NOW THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Highland as follows:

Section 1. The City Council finds that all of the facts set forth in the Recitals, Part “A” of this Resolution, are true and correct.

Section 2. The City of Highland City Council after due consideration, inspection, investigation and study made by itself and on its behalf, and after due consideration of all evidence and reports offered at said hearing, including the staff report to the City Council dated August 25, 2020 and September 8, 2020, and which incorporated herein by this reference, does find and determine the following facts:

- a. All necessary Public Hearings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Highland.

Section 3. Conditional Use Permit Application Findings of Fact (CUP No. 20-004)

- a. Highland Municipal Code (HMC) Section 16.08.050.E.1, the proposed use is permitted within the subject district pursuant to the provisions of this section, and complies with all of the applicable provisions of this title; and is consistent with the goals, policies, and objectives of the Highland General Plan, and the applicable development policies and standards of the city.

Response: A full service restaurant with a Type 47 ABC license is conditionally permitted in the General Commercial zone and has been approved by the Planning Commission in Resolution Nos. 11-008, 17-005, and 17-013. The current application, Conditional Use Permit No. 20-004 is requesting to expand the existing Type 47 (On-Sale General – Eating Place) ABC license to permit the sale and on-site consumption of all types of alcoholic beverages within the 420 square-foot outdoor dining area. The site will continue as a dine-in restaurant with alcoholic beverage sales, as a much-desired use in the zone and City. Based on the land use designation of

General Commercial (GC), the proposed project is consistent with the goals, policies, and objectives of the Highland General Plan.

- b. HMC Section 16.08.050.E.2, the proposed use would not impair the integrity and character of the district in which it is to be established or located.

Response: As noted above, the existing use as a restaurant with alcoholic beverage sales is a permitted use within the General Commercial (GC) zoning district. The expansion to the liquor license into the 420 square-foot outdoor dining area will not be in conflict with the surrounding uses in the commercial center in which it is located. These uses include a self-service car wash, gas station with convenience market, restaurant, nail salon, and similar small retail businesses. The General Commercial district is meant to support and foster restaurant and retail uses such as that proposed. There have been a variety of similar restaurants operating at this location and the use would not impair the integrity and character of the district.

- c. HMC Section 16.08.050.E.3, the site is suitable for the type and intensity of use or development which is proposed.

Response: The 1.9 acre site has an existing commercial shopping center (Carino Plaza) with suitable commercial and complimentary uses. The site was previously approved with this type of use considered and is fully improved with the appropriate circulation, parking, landscaping, signage and architectural amenities. The subject application has been reviewed in compliance with the Highland Municipal Code and appropriate development standards have been met.

- d. HMC Section 16.08.050.E.4, there are adequate provisions for water, sanitation, and public utilities and services to ensure public health and safety.

Response: The project site is currently served by water, sewer, public utilities, and by the City of Highland Fire and Police Departments. There are adequate provisions for water, sanitation, and public utilities and services to ensure public health and safety as the restaurant will continue to operate in the same manner as it previously operated. Furthermore, to insure the safety of the patrons, the applicant will have security guards inside and outside of the restaurant.

- e. HMC Section 16.08.050.E.5, the proposed use will not be detrimental to the public health, safety, or welfare, or materially injurious to properties and improvements in the vicinity.

Response: The expansion of serving alcohol within the 420 square-foot outdoor dining area of an existing restaurant with a Type 47 ABC license is not anticipated to cause any damage or harm to the properties or improvements in the area. The proposed use will continue to blend with the existing commercial center, complementing the adjoining businesses and providing dining opportunities to the area's citizens. There have been some safety concerns raised regarding the current operation of the restaurant. To insure the safety of the patrons, the applicant will have security guards inside and outside of the restaurants. The Planning Commission will be reviewing the project six (6) month after the conditional use permit is approved to ensure that the use continues to not be detrimental to the public health, safety or welfare, or materially injurious to the properties and improvements in the vicinity.

- f. HMC Section 16.08.050.E.6, the proposed use would not result in a significant effect on the environment.

Response: The use will be contained within an existing designated outdoor area. The expansion of the ABC license into the outdoor dining area will not result in a significant effect on the environment. It is Categorically Exempt per Section 15301, Class No. 1 (Existing Facilities), of the California Environmental Quality Act (CEQA).

Section 4. Based on the findings of fact and conclusions set forth above, the City Council adopts Resolution 2020- \_\_\_\_ approving Appeal No. 20-001 and approving Conditional Use Permit No. 20-004 subject to the conditions of approval attached hereto and incorporated herein by reference as Exhibit "A-C".

#### C. ADOPTION OF RESOLUTION.

The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be published or posted in the manner prescribed by law.

---

PASSED, APPROVED AND ADOPTED this 8<sup>th</sup> day of September, 2020.

---

Larry McCallon  
Mayor

ATTEST:

---

Betty Hughes, MMC  
City Clerk

## **EXHIBIT "A"**

### **CITY OF HIGHLAND PLANNING DIVISION CONDITIONS OF APPROVAL**

Date: September 8, 2020  
Applicant: Joe Swidan, Applicant  
Project No: Conditional Use Permit (CUP) No. 20-004  
Proposal: Expand the existing Alcohol Beverage Control Type 47 (On-Sale General – Eating Place) License to the 420 square-foot outdoor dining area.  
Location: JJ's Sports Bar & Grill at 7955 Webster Street, Unit No. 1. Located on the north side of Greenspot Road between Webster Street and Boulder Avenue.

#### **PLANNING CONDITIONS**

These conditions of approval represent the Planning Divisions conditions of approval and are meant to be one part of overall conditions of approval that may include, Engineering, Public Works, Building and Safety, Fire Department, and other agency conditions of approval.

The conditions below are continuing conditions. Failure of the applicant and/or operator to comply with any or all said conditions at any time shall result in the revocation of this permit granted to use the subject property.

1. This Conditional Use Permit approval shall become null and void:
  - a. Unless all conditions have been complied with and the occupancy or use of the land or existing structures authorized by such conditional use permit approval has occurred within twelve (12) months from the approval date of said conditional use permit.
  - b. Where circumstances beyond the control of the applicant cause delays which do not permit compliance within the time limitation established in this section, the City Planner may grant an extension of time for a period of time not to exceed an additional twelve (12) months. An application for an extension of time must be set forth in writing, stating the reasons for the extension, and must be filed with the Planning Division a minimum of thirty (30) calendar days prior to the expiration of the conditional use permit approval. Such application shall be filed together with the city's processing fee, as established by the City Council.
2. This approval is to expand the Type 47 (On-Sale General – Eating Place) ABC License into the outdoor dining area for an existing restaurant (JJ's Sports Bar and Grill).



3. **After a six (6) months review of the operation of the outdoor dining area by staff, the Community Development Director shall bring a status report to the Planning Commission, identifying impacts or failure to comply with the conditions of approval.**
4. In addition to these conditions, the applicant shall meet the conditions of approval from CUP No. 11-008, CUP No. 17-005, CUP No. 17-013.
5. The sale of alcoholic beverages shall be limited to the following hours of operation as previously approved by CUP No. 17-005:

|                 |                     |
|-----------------|---------------------|
| Sunday-Thursday | 11:00 AM – 12:00 AM |
| Friday-Saturday | 10:00 AM – 2:00 AM  |

6. The applicant and business owners of the property shall submit to the Planning Division written evidence of agreement with all conditions of this approval before the approval becomes effective.
7. Current and future property owners, business managers, operators, etc. shall be responsible for ensuring and complying with all conditions of approval contained herein.
8. The applicant shall agree to defend, at his sole expense, any action brought against the city, its agents, officers, or employees, because of the issuance of such approval, or in the alternative, to relinquish such approval. The applicant shall reimburse the city, its agents, officers, or employers, for any court costs and attorney's fees which the city, its agents, officers or employees may be required by a court to pay as a result of such action. The city may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the applicant of his obligations under this condition.
9. All requirements of the Department of Alcohol and Beverage Control (ABC) shall be complied with and such requirements shall become part of these conditions of approval by reference.
10. Any revisions, modifications to the ABC License, as prepared by the State of California Department of Alcoholic and Beverage Control or any modifications to any conditions listed herein, must be submitted to the Planning Division; additional review and approval may be required by the Planning Commission.
11. "Loitering is Prohibited" Signs shall be posted on and around the subject premises. Size and location shall be approved by the Property Owner and the City of Highland Planning Division.
12. Prior to issuance and approval of the expansion to the Type 47 License by State Department of Alcohol and Beverage Control (ABC), the Applicant shall comply



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with Section 16.40.480 Video Monitoring Systems, of the City of Highland Land Use and Development Code.

13. Should at any time, the ABC License issued to the applicant by the State of California be surrendered or abandoned, this Conditional Use Permit shall automatically become null and void.
14. The noise within the outdoor dining area shall not exceed the guidelines of Chapter 8.50 (Noise Control).
15. Live Entertainment shall be prohibited unless approved by the Planning Commission under separate Conditional Use Permit.

#### **PUBLIC WORKS CONDITIONS**

16. The applicant shall reconstruct the existing trash enclosure to meet the requirements (3 bins) of the State of California and the adopted City Standard for trash enclosure.

#### **FIRE PREVENTION CONDITIONS**

17. See Attached Conditions



COPY

City of Highland, **FIRE PREVENTION DIVISION**, Conditions of Approval.

**DATE** : June 23, 2020

Page 1 of 4

**APPLICANT** : Joe Swidan

**ADDRESS** : 7955 Webster Street

**SITE LOCATION:** JJ's Sports Bar and Grill

**FILE / INDEX No.:** CUP 20-004

A tiered level of mitigation options has been developed and listed below are the systems and/or modifications required for your project. Compliance of the following items are a condition of **FINAL OCCUPANCY APPROVAL**. These conditions are required as acceptable solutions to the adverse fire conditions impacting firefighting and emergency operations accompanying the site/area. They will either assist in detection and extinguishment of the fire and/or facilitate the anticipated emergency operations.

This project is protected by the City of Highland Fire Department / Cal-Fire / California Department of Forestry and Fire Protection. Prior to any construction occurring on any parcel, the applicant shall contact the city of highland fire marshal office for verification of current fire protection development requirements. All new construction shall comply with the currently adopted California Fire Code and all applicable statutes, appendices, codes, ordinances, standards and policies of the City of Highland Fire Department/ Fire Prevention Division / Cal-Fire / California Department of Forestry and Fire Protection.

**Fire Department Review of all projects is required.**

ALL CONSTRUCTION (New and renovations to existing) SHALL COMPLY WITH THE CALIFORNIA FIRE CODE Along with amendments as adopted within the Highland Municipal Code (Ord. #411).

**Note:** All weather access roads (CFC) and fire hydrant/water system installations shall be in place, inspected and approved, **PRIOR** to combustible material being brought on site.

**GENERAL.**

1. **HF40:** Where an automatic extinguishing system or standpipe system is in place, system shall be serviced and maintained in operating condition according to NFPA and California State Fire Marshal requirements. **T19; CFC; NFPA**

2. **HF51:** The main electrical panel and all sub-panel(s) shall be labeled on inside cover for all circuits. **CEC**
3. **HF52:** Water heater (fuel fired), shall be properly vented to exterior of structure. Water heater shall be seismic strapped to wall and be located 18" above a garage floor. **CBC**
4. **HF55:** Commercial exit requirements:
  - A. Required exit doors shall be maintained in an operable condition at all times
  - B. Required exit doors shall swing outward and away in the direction of exit travel.
  - C. Obstructions shall not be placed in the required width of an exit. Exits shall not be blocked or locked shut or obstructed in any manner during business hours.
  - D. Exit paths shall be illuminated when structure is occupied.
  - E. Exit path illumination shall be supplied from two (2) sources of power when occupant load is one hundred (100) persons or more.
  - F. When exit way/exit pathway and/or exit doorway is not easily identified, additional exit signs shall be installed.
5. Exit signs shall be internally or externally illuminated by two lamps or shall be of the self-luminous type. **CFC; CBC**

#### ACCESS:

6. **HF24:** "NO PARKING – FIRE LANE" signs shall be posted at locations designated by fire marshal. Fire lane curbs shall be painted red, with white letters stating, "NO PARKING – FIRE LANE" on top, not face. **CFC - APPENDIX D**
7. **HF54:** commercial and industrial structures-occupancies and gated complexes shall have a "**KNOX BOX**" system installed on the exterior of the building(s) or complex. location of device to be determined by the fire department. The box shall contain keys necessary to gain access and may contain pre-plans and MSDS information as required by the fire department. New and existing multi-tenant commercial buildings shall provide a 'KNOX' box large enough to contain keys to access each individual tenant space. Installation location(s) to be determined by the fire marshal. The box shall contain clearly marked keys to each tenant space or other areas as determined by the fire marshal. **CFC**

**ADDRESSING – IDENTIFICATION:**

8. **HF21:** **Commercial and multi-family residential** address numbers shall be displayed on all **new and existing** structures in such a manner as to be plainly visible and legible from the access roadway or street. Numerals shall be of a contrasting color to the building and electrically illuminated.

**Minimum size** of the numerals shall be **8" height, 3/4" stroke**, or as approved by the fire marshal.

**Industrial occupancies shall have address numbers of 12" height, 1" stroke** and shall be electrically illuminated so as to be visible and legible from access roadway or street.

**Note:** Depending on height and setback of a building, larger numerals may be required and at additional locations on the building, as determined by a case-by-case review.

**HMC**

9. **HF22:** Commercial-retail structures with rear access shall display address numbers on rear entry doorways, **4" in height, 1/2" stroke**, on contrasting background. **CFC**

**FIRE PROTECTION & ALARM SYSTEMS:**

10. **HF37:** Automatic fire sprinkler system with control devices (P.I.V & O.S.&Y.) Shall be visible from fire dept. access roadway, and identify system being controlled and address of structure. Fire Dept. Connection (FDC) shall be located no closer than forty (40) feet and not to exceed one hundred fifty (150) from structure. Required fire hydrant shall have a maximum distance from FDC of thirty (30) feet. FDC shall identify address and system of structure being protected. System may be existing; however, verification of current SFM tag and annual maintenance will be verified. **CFC**

11. **HF39:** An automatic fixed fire extinguishing system (**UL-300**) shall be installed in the hood and duct system of commercial cooking equipment. Three (**3**) sets of shop plans with material cut sheets and calculations shall be submitted to fire department for review and approval prior to installation. System may be existing; however, verification of current SFM tag and bi-annual maintenance will be verified. **CFC**

12. **HF41:** A minimum of one 2A-10BC fire extinguisher shall be installed for each 3,000 sq.ft. of floor area. Travel distance to any one fire extinguisher shall not exceed 75 feet. Additional fire extinguishers, size and class to be determined by fire department, may be required. Fire extinguishers shall be serviced bi-annually and shall have a current State Fire Marshall service tag attached. Fire extinguishers are to be serviced every two years and inspected & tagged every year. **CFC; NFPA**

13. **HF42:** A 40BC (K-Type) fire extinguisher shall be installed within 30 feet of commercial food heat-processing equipment. Fire extinguishers shall be serviced annually and shall have a current SFM service tag attached. Fire extinguishers are to be serviced every two years and inspected & tagged every year.  
**CFC; T-19**
14. **HF43:** An automatic fire detection and alarm system meeting the requirements of CFC 907, CBC and NFPA 72 shall be installed. Three (3) sets of shop plans with material cut sheets and calculations shall be submitted to the fire department for review and approval prior to installation. **CFC; CBC; NFPA**
15. **HF60:** California Fire Code, **FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION**, shall apply to this project. it is the responsibility of the project manager to meet with the fire marshal to discuss requirements specific to this project.
16. **HF61: TENANT IMPROVEMENT.** Review the 'tenant improvement information' handout. If any of the items listed apply to this project, they must be included in the 'fire department notes' section on the plan.
17. **HF62:** Additional plans for access, fire safety systems, storage or other special condition may be requested for review, conditioning and approval by the fire marshal.
18. **HF63:** Submit to fire marshal's office: **one copy** of building and/or structure plans for fire department review.
19. **Since the occupant load of the restaurant exceeds 50, and the outdoor dining area is along the egress path, the existing gate shall consist of panic hardware in accordance with CBC Section 1008.1.10. Please verify conditions or provide panic hardware accordingly.**

Craig Sanchez, Fire Marshal  
City of Highland Fire Prevention  
(909) 864-8732 x 248





# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** September 8, 2020

**FROM:** Joseph A. Hughes, City Manager

**REVIEWED BY:** Lawrence A. Mainez, Community Development Director *Laney*

**PREPARED BY:** Kim Stater, Assistant Community Development Director *KS*

**SUBJECT:** Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and Highland District Council on Aging, Inc. to provide for senior services, transportation services and senior visitation to low- and moderate-income seniors.

**RECOMMENDATION:** Staff recommends the City Council approve the Contract and authorize execution by the Community Development Director.

**FISCAL IMPACT:** The City of Highland participates as a 'Joint-Applicant' with the County of San Bernardino to receive CDBG funding from the Federal Department of Housing and Urban Development (HUD). In Fiscal Year 2020-2021, Highland will receive an allocation of \$440,019.

On February 11, 2020, the City Council held a public hearing to prioritize eligible projects. The Highland Senior Center received \$24,234. The County, through the CDBG Program, will reimburse all City funds used to support the approved Senior Center program.

**PUBLIC NOTICE:** The City Council Agenda was posted at three locations per City Council Resolution and on the City's website.

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

**Attachment:** Subrecipient Contract between the City of Highland and Highland Senior Center

|                                         |               |                                             |                          |
|-----------------------------------------|---------------|---------------------------------------------|--------------------------|
| Approved _____                          | Motion _____  | Second _____                                | Agenda Item No. <u>8</u> |
| Denied _____                            | Ayes _____    |                                             | File No. _____           |
| Continued _____                         | Noes _____    |                                             |                          |
| Tabled _____                            | Abstain _____ |                                             |                          |
|                                         | Absent _____  |                                             |                          |
| <i>B. Hughes</i><br>_____<br>City Clerk |               | <i>[Signature]</i><br>_____<br>City Manager |                          |

## **SUBRECIPIENT CONTRACT**

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

### **WITNESSETH**

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

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

WHEREAS, on February 11, 2020, the Highland City Council held Public Hearing to allocate the City's Community Development Block Grant Funds for Fiscal Year 2020-2021. During the hearings, the City allocated \$24,234 of CDBG funds to provide life enrichment programs to senior citizens of low- and moderate-income in the City of Highland.

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

1. SCOPE OF SERVICES

A full description of the services provided in this Contract is contained in Exhibit 1, PROJECT/ACTIVITY DESCRIPTION.

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

2. TIME OF PERFORMANCE

Said services of CONTRACTOR shall commence July 1, 2020 and shall be completed no later than June 30, 2021.

3. COMPENSATION AND METHOD OF PAYMENT

For performance of such services, CITY shall provide CDBG funds not to exceed \$24,234. This payment shall constitute full and complete compensation for CONTRACTOR's services under this Contract. For the purpose of this Contract, CITY shall disburse compensation and monitor CONTRACTOR's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of payments to CONTRACTOR shall be made by monthly reimbursements, contingent upon CITY's receipt of a monthly summary statement for each previous month's expenditures which conforms to the BUDGET SUMMARY. Monthly expenditure reports shall be documented with "audit ready" supportive evidence of each expenditure and proof of payment, in accordance with United States of America Department of Housing and Urban Development, hereinafter referred to as "HUD" regulations. Reimbursements shall be limited to the total approved, properly documented expenditures. Monthly reimbursements shall be evenly amortized over the remaining term of this Contract unless otherwise approved by CDH. All

reimbursement requests must be submitted no later than 30 days after the expiration of this Contract. Requests received after said 30-day period shall be considered non-compliant and not eligible for reimbursement under the terms of this Contract. CONTRACTOR shall submit a final request for reimbursement for the program year no later than July 31, 2020. Any balance remaining on this project after that date will be reprogrammed.

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

4. BUDGET SECTION

Variances not exceeding 15% of originally approved budget cost categories identified in Exhibit 2, BUDGET SUMMARY, may be made without the prior approval of the CDH Director or his or her designee. Such variances shall under no circumstances result in a change to the total contract amount.

5. USE OF FUNDS

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

6. BUDGET MODIFICATIONS

The City's Community Development Director may grant budget modifications to this Contract for the movement of funds within the budget categories identified in Exhibit 2, BUDGET SUMMARY, when such modifications:

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

7. CHANGES IN GRANT ALLOCATION

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

8. REVENUE DISCLOSURE REQUIREMENT

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



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

9. JOINT FUNDING

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

10. PROGRAM INCOME

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

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

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

11. FISCAL LIMITATIONS

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

may act to suspend the operation of this Contract for up to 60 days upon three days notice to CONTRACTOR of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by CITY affect expenditures and legally binding commitments made by CONTRACTOR before it receives notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

12. NON-EXPENDABLE PROPERTY

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

13. EXPENDABLE PERSONAL PROPERTY

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

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

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

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

15. ACQUISITION OF SUPPLIES AND EQUIPMENT

CONTRACTOR may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from CITY, (b) charges do not exceed the authorized amount and minimum written specifications are met, (c) a community related benefit is derived from such CONTRACTOR related acquisition, and (d) no conflict of interest for private gain accrues to CONTRACTOR or its employees, agents or officers. CONTRACTOR shall adhere to all applicable procurement standards of 24 CFR Part 84 in the acquisition of supplies and equipment. CONTRACTOR shall submit documentation of the cost and price analysis required in 24 CFR 84.45 for approval prior to procuring non-expendable property or equipment.

CITY reserves the right to disallow any purchase from any vendor of supplies, equipment, non-expendable property or expendable property which is purchased in whole or in part with funds provided by this Contract. CONTRACTOR may seek prior approval of CITY for any such

expenditures and prior approval, which is granted shall be binding on CITY unless such expenditure violates federal law or regulations or is disallowed by HUD.

16. PURCHASE AND INVOICE DEADLINES

Purchase of equipment or property must be completed before the last three months of the initial performance period and all equipment bills shall be paid before the last two months of this period. No expendable or non-expendable property or equipment shall be purchased during the final three months of the initial performance period unless approved by CITY in writing. Invoices for all obligations incurred under this Contract must be submitted to CITY within sixty (60) days after the initial performance period termination date or they may not be honored. Exceptions to the preceding limitations require prior written approval by CDH.

17. TRAVEL AND CONFERENCE RESTRICTIONS

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

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

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

19. MONITORING

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

20. BENEFICIARY QUALIFICATION

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

Under CDBG regulations, the following clientele categories are presumed to be low- and moderate-income persons and can qualify for service regardless of income: abused children;

battered spouses; elderly persons (60 and older); severely disabled adults, homeless persons; illiterate adults; persons living with AIDS, and migrant farm workers. CONTRACTOR shall document the household income of all BENEFICIARIES, by obtaining completed copies of the "BENEFICIARY QUALIFICATION STATEMENT", Exhibit 3(a). A Spanish language version of the BENEFICIARY QUALIFICATION STATEMENT, Exhibit 3(b), 2 pages, is attached for convenience, but the CITY cannot guarantee the accuracy of the translation and the CITY cannot be held responsible for any errors. CONTRACTOR shall retain these forms for five (5) years after conclusion of this Contract.

21. PROGRAM REPORTING AND RETENTION OF RECORDS

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

22. ACCOUNTING

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

23. AUDITS

CONTRACTOR is required to arrange for an independent financial audit performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards. Said audit shall be conducted for the term of this Contract. When CONTRACTOR receives \$500,000 or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular A-133, Subpart B Section 200(a) Audit Requirements.

CONTRACTOR shall submit a copy of the audit report to CITY within nine months after the end of the audit period. Within 30 days of the submittal of said audit report, CONTRACTOR shall provide to CITY a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a



schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six months after receipt of the audit report.

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

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

24. ASSIGNMENT

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

25. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving a 30-day notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 84.61, Termination for Convenience. CITY is hereby empowered to give said notice subject to ratification by the Highland City Council.

CITY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If CONTRACTOR materially fails to comply with any term of this Contract, CITY may take one or more of the actions provided under federal regulation at 24 CFR Part 84.62, Enforcement, which includes temporarily withholding cash, disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, and other remedies that are legally available. In such an event, CONTRACTOR shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

26. REVERSION OF ASSETS

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

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

27. INDEPENDENT CONTRACTOR

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

28. CONTRACT COMPLIANCE

CONTRACTOR shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, CONTRACTOR shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

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

29. DISCRIMINATION

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

30. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

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

31. CONFLICT OF INTEREST

CONTRACTOR shall comply with all applicable federal and state laws, regulations and policies governing Conflict of Interest, including state Conflict of Interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., federal Conflict of Interest regulations found in 24 CFR 570.611, 85.36, and 84.42, and any other applicable policies, rules and regulations related to Conflict of Interest.

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

standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

32. INTENTIONALLY OMITTED

33. HUD HOLD HARMLESS

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

34. INDEMNIFICATION

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

35. INSURANCE REQUIREMENTS

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

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

- Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this contract.

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

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

- Commercial/General Liability Insurance - CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing

coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Personal injury.
- (e) Contractual liability.
- (f) \$2,000,000 general aggregate limit.

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

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

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

- Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- Additional Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the CITY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the CITY to vicarious liability but shall allow coverage for the CITY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- Waiver of Subrogation Rights - CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against the CITY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto, liability insurance coverage provided shall not prohibit CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. CONTRACTOR hereby waives all rights of subrogation against the CITY.
- Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the CITY.
- Severability of Interests - CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and the CITY or between the CITY and any other insured or additional insured under the policy.
- Acceptability of Insurance Carrier - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide Rating of "A-VII".



- Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- Failure to Procure Coverage - In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the CITY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the CITY will be promptly reimbursed by CONTRACTOR or CITY payments to CONTRACTOR will be reduced to pay for CITY -purchased insurance.

### 36. PROOF OF COVERAGE

CONTRACTOR shall furnish Certificates of Insurance to the CITY Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

CONTRACTOR shall complete and submit INSURANCE INVENTORY, along with the above required insurance documents.

### 37. INSURANCE REVIEW

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

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

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the CITY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the CITY.

### 38. Intentionally Omitted

### 39. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 84; and U.S. Office of Management and Budget Circulars A-122, and A-133.

40. SUSPENSION AND DEBARMENT

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

41. AMENDMENTS: VARIATIONS

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

42. NOTICES

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

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

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

43. COUNTERPART EXECUTION

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.

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

CITY OF HIGHLAND

HIGHLAND DISTRICT COUNCIL ON  
AGING, INC.

By: \_\_\_\_\_  
Lawrence A. Mainez, Community Dev. Dir.

By: Diane Harvey  
Diane Harvey, Board President

Dated: \_\_\_\_\_

Dated: Aug. 20, 2020

Federal ID Number or Social Security  
Number: 95-3374790

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Maricela Marroquin  
City Attorney



# STAFF REPORT

## TO THE CITY COUNCIL

**MEETING DATE:** September 8, 2020

**FROM:** Joseph A. Hughes, City Manager

**PREPARED BY:** Carlos Zamano, Public Works Director/City Engineer *C2*

**SUBJECT:** Agreement with Siemens Industry, Inc. Intelligent Traffic Systems (Siemens) for Maintenance of Traffic Signal Maintenance

**RECOMMENDATION:** It is recommended that the City Council:

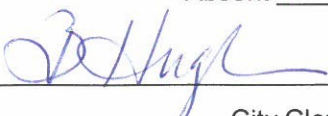
- (1) Find that traffic signal maintenance is part of the routine work to preserve publicly owned traffic signals per Public Contract Code section 22002(d)(1) which is not a public project and is thus exempt from bidding requirements;
- (2) Approve a contract with Siemens to provide maintenance of the City's Traffic Signals, subject to the City Attorney's final review and approval; and
- (3) Authorize the Mayor to sign the Agreement.

**FISCAL IMPACT:** The estimated traffic signal maintenance cost is \$150,000 annually. The City's current budget includes sufficient funding for maintenance of traffic signals.

**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:** As shown on the attached map, the City's traffic signal system consists of 38 City maintained signals, two of which are shared signals with the City of San Bernardino (3<sup>rd</sup> Street/Victoria Avenue and 5<sup>th</sup> Street/Victoria Avenue). The signals are located along the following 6 street segments:

1. Base Line from Sterling Avenue to Church Street
2. 9<sup>th</sup> Street from Del Rosa Avenue to Victoria Avenue
3. 5<sup>th</sup> Street/Greenspot Road from Victoria Avenue to Village at East Highlands
4. Victoria Avenue from 3<sup>rd</sup> Street to Pacific Street

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

5. Palm Avenue from 3<sup>rd</sup> Street to Base Line
6. Boulder Avenue from Greenspot Road to San Manuel Center

The traffic signal maintenance contract with Republic Electric, which was acquired by Siemens, has expired. The services provided by Siemens have been satisfactory. City staff negotiated a contract with Siemens to maintain their 2007 billing rates which are very competitive. This is a 5-year contract with an option for two additional 5-year extensions at the City's discretion.

Attachments: Signal Inventory Map  
Traffic Signal Maintenance Services Agreement

H:\Maintenance\Traffic Signals\Siemens\Siemens traffic signal maintenance Staff Report.DOCX

## **TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT**

### **1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of August, 2020 ("Effective Date"), by and between the **CITY OF HIGHLAND**, a Municipal Corporation ("City") and **SIEMENS INDUSTRY INC., INTELLIGENT TRAFFIC SYSTEMS** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

### **2. RECITALS.**

- A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the charter of City.
- B. City is calling for ongoing operations and maintenance of signalized intersections and other traffic control related devices within the City ("Project").
- C. City desires to retain Contractor to provide ongoing operations and maintenance of signalized intersections and other traffic control related devices.
- D. Contractor represents that it is experienced in providing ongoing operations and maintenance of signalized intersections and other traffic control related devices, and is licensed in the State of California.
- E. City has solicited and received a Proposal from Contractor, a copy of which is attached hereto as Exhibit "A" by reference and incorporated herein (the Proposal), has reviewed the previous experience and evaluated the expertise of Contractor, and desires to contract with Contractor under the terms of conditions provided in the Agreement.
- F. In entering into this Agreement, City has relied on Contractor's representations and qualifications as set forth in the Proposal.

### **3. TERMS.**

#### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform maintenance of signalized intersections and other traffic control related devices necessary for the Project ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the appendices and exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.



3.1.2 Term. The term of this Agreement shall be from the Effective Date to August 25, 2025, unless earlier terminated as provided herein. Contractor shall perform the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. City shall have the option to extend the term of this Agreement for two (2) additional five (5) year periods ("Option Term") by notifying Contractor in writing prior to the end of the term of this Agreement, or any then-current Option Term, of its election to so exercise its option. Compensation for work during any Option Term shall be at the rates set forth in Exhibit "B", but otherwise all other terms and obligations of this Agreement shall continue to apply during any Option Term.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services for City expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Candace Gallaher and Michael Hutchens.

3.2.5 City's Representative. City hereby designates Joseph Hughes, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Michael Hutchens, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for

all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence the Services under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section, in a form and with insurance companies acceptable to City. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$5,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$5,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Contractor shall procure and maintain, and require its sub-Contractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor. "Covered Professional Services" as designated in the policy must



specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by City to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Contractors Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall City, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution City’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) City, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects City, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor’s scheduled underlying coverage. Any insurance or self-insurance maintained by City, officials, officers, employees, agents and volunteers shall be excess of the Contractor’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be

insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against City, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Contractor shall provide City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to City at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Contractor shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement. City may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither City, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retention must be declared to and approved by the City. The City reserves the right to either approve, reduce, or eliminate such deductibles or self-insured retentions.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to City.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by City if requested. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 SubContractor Insurance Requirements. Contractor shall not allow any subcontractors or subContractors to commence work on any subcontract until they have provided evidence satisfactory to City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subContractors shall be endorsed to name City, officials, officers, employees, agents and volunteers as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Contractor, City may approve different scopes or minimum limits of insurance for particular subcontractors or subContractors.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving

equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Surety Bonds. Contractor shall provide City with a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to the City and naming the City as a co-obligee in a sum equal to the entire amount to become payable under the Appendix to this Agreement applicable to the City. Each bond shall be conditioned on the completion of the Services for the City and upon payment of all claims of subContractors and suppliers. Contractor shall cause the surety company to add City as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to City promptly upon receipt thereof by Contractor. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Contractor's obligations in accordance with this Agreement and all Appendices.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" and incorporated herein by reference. The total compensation shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000) over a five year contract period without written approval of City. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. At a minimum, Contractor shall provide a statement with sufficient detail to enable City to make payment to Contractor. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations,

Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, subject to written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In addition, City by written notice to Contractor, terminate its Appendix to this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.



3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:** Siemens Mobility, Inc.  
2240 Business Way  
Riverside, CA 92501  
Attn: Michael Hutchens

**City:** City of Highland  
27215 Base Line  
Highland, CA 92346  
Attn: Joseph Hughes  
Facsimile: (909) 862-3180

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Inspection of Installation Data and Maintenance Records.

3.5.3.1 During the course of this Agreement, and upon reasonable advance notice and during normal business hours, City may inspect and examine maintenance records specifically created or collected by Contractor under this Agreement. Upon termination or expiration of this Agreement, Contractor will provide to City maintenance records specifically created or collected by Contractor under this Agreement. The maintenance records shall include, but not be limited to, customer service reports and inquiry activity, and maintenance records, but shall not be deemed to include any proprietary, confidential, or protected information, programs, platforms, and/or materials of Contractor.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City is used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Infringement Indemnification. Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of

any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, Contractors, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, Contractors, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, Contractors, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, Contractors, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its officials, officers, Contractors, employees, agents or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City, to the extent such assignment, hypothecation or transfer could impact City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties, which are expressly considered to be third party beneficiaries and are entitled to enforce any and all rights and remedies held by the City under this Agreement.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.



For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE  
TO  
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereby have made and executed this Amended and Restated Agreement as of the date first written above.

CITY OF HIGHLAND

SIEMENS INDUSTRY INC.,  
INTELLIGENT TRAFFIC SYSTEMS

By: \_\_\_\_\_  
Larry McCallon  
Mayor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to City.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Siemens Intelligent Traffic System (Siemens) proposes the following scope of work for services related to the traffic signals located in the City of Highland, CA (City). This includes turnkey services related to ongoing operations and maintenance of the traffic signals throughout the City. These services are extended to the traffic signals that are shared between the cities of San Bernardino and Highland. Siemens extends this contract for 5 years from date of execution, with the option for additional extensions if agreed upon by all parties. All services included in the Scope of Services will be billed per the rates outlined in Exhibit B Compensation.

**A. Maintenance Requirements**

**1. Preventative Maintenance**

Siemens proposes to perform a routine, comprehensive preventive maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. Siemens will furnish and use a preventive maintenance checklist form approved by the City and provide one electric copy of the maintenance checklist to the City following each inspection, to maintain a copy of the checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at Siemens' office of records.

**2. Scheduled Repair**

Siemens will investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The equipment and components shall include, but are not limited to the following elements: Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, IISNS Tubes, LED ISNS's, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, etc. Siemens agrees to perform all required steps to submit work proposals prior performing any corrective work. Siemens understands that the City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

**3. Emergency Response Work**

Only when authorized by the City, Siemens may perform Unscheduled and Emergency Responses Work on the traffic signal system not covered by preventative maintenance and scheduled repair. This work shall be performed on a time and materials basis or by a negotiated cost. The Unscheduled or Emergency Work hours could be during regular business hours (7:00 a.m. to 5:00 p.m., Monday through Friday) or after regular business hours.

#### **4. Maintenance Records**

Siemens will create and maintain an inventory list of the equipment in the controller cabinet at each location. The inventory shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the City every four (4) months in a Microsoft Excel spreadsheet.

#### **5. Monthly Activity Report**

Siemens will provide a computerized monthly report to the City by fifteenth (15<sup>th</sup>) working day of each month for previous month's activities. The report shall be provided both as a printout and as a Microsoft Excel spreadsheet compatible computer file transmitted by e-mail and attached to the monthly invoice. The month activity report will include the following:

- a) Preventive Maintenance: Time and date the preventive maintenance was performed.
- b) Scheduled Repairs: A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components of other equipment that was newly installed at each intersection.
- c) Emergency Response Work: Time the service calls were received, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to an accident or vandalism, and a listing of intersections with three or more calls in one month.

#### **6. Responses and Service**

Siemens will provide response and service on a twenty-four (24) hours, seven (7) day per week basis. Immediate action will be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. Siemens will provide the City with a contact name and phone number of personnel responsible for 24/7 services. Siemens understands that the maximum response times shall be as follows:

- a) Emergency and accident maintenance – one (1) hour
- b) Replacement of burned out signal faces – two (2) hours
- c) All other signal maintenance – twenty-four (24) hours
- d) Safety Lighting – twenty-four (24) hours
- e) Illuminated Street Name Signs – forty-eight (48) hours

## **B. Underground Service Alert (Dig Alert) Monitoring**

Siemens will provide services, as directed by the City, to adequately mark all traffic signal conduits, traffic signal interconnect/communication lines (twisted copper or fiber), and equipment as well as street lights on behalf of the City in accordance with California Government Code Section 4216 et seq. Siemens will establish an intersection Record Log with USA notification and corresponding action noted in the controller and provides a copy to the City.

## **C. Warranty Service**

Siemens will provide warranty services for new equipment installed by Siemens with a material and workmanship warranty for a one (1) year after acceptance. Siemens will notify the City where parts or material become defective during this warranty period, so that the warranty may be exercised. Siemens will exercise maintenance and replacement covered by the warranty and servicing of traffic signals will be performed at the expiration of warranty.

EXHIBIT "B"



Siemens Mobility Inc.  
2240 Business Way  
Riverside, California 92501  
951.784.6600  
951.784.6700 Fax  
[www.usa-siemens.com/mobility](http://www.usa-siemens.com/mobility)

August 4, 2020

Carlos Zamano  
Assistant Public Works Director  
City of Highland  
27215 Baseline  
Highland, CA. 92346

Subject: **Traffic Signal Maintenance Contract extension Price Sheet**

| Description               | Straight Time | Overtime |
|---------------------------|---------------|----------|
| Superintendent            | \$86.45       | \$167.14 |
| Inside Wireman            | \$74.92       | \$144.09 |
| Labor                     | \$61.09       | \$116.42 |
| Light Fixture Maintenance | \$46.10       | \$86.45  |

| Equipment Schedule | Per Hour Fee |
|--------------------|--------------|
| Personnel Vehicle  | \$11.53      |
| Pickup Truck       | \$11.53      |
| Service Truck      | \$11.53      |
| Boom/Bucket Truck  | \$25.36      |
| Paint Rig Truck    | \$25.36      |
| Air Compressor     | \$21.89      |
| Crane              | \$86.45      |

| Monthly Maintenance |         |
|---------------------|---------|
| Per Intersection    | \$85.22 |
| Safety Light        | \$45.28 |

Thank You,

*Candace Gallaher*

Candace Gallaher  
Service Account Manager  
Siemens Industry, Inc. MO/ITS/CS

Restricted





# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** September 8, 2020

**FROM:** Joseph A. Hughes, City Manager

**REVIEWED BY:** Lawrence A. Mainez, Community Development Director & Kim Stater, Assistant Community Development Director *Larry* *KS*

**PREPARED BY:** Ash Syed, Associate Planner *Ash*

**SUBJECT:** Selection of an Event Date and Budget for the 24<sup>th</sup> Annual Citrus Harvest Festival

**RECOMMENDATION:** The Historic and Cultural Preservation Board recommends the City Council:

1. Select March 27, 2021, as the Event Date for the Citrus Harvest Festival; and
2. Adopt the Budget

**FISCAL REVIEW:** The Festival Account has a balance of \$257. Separately, the Home tour Account has a balance of \$1,639.91. All expenses from the prior year have been paid and these funds are available to utilize.

Attached is the 2021 Draft Budget (Attachment 1). Expenses are estimated to be \$15,378 while expected revenues are \$15,500. In preparation for the 2020 Citrus Harvest Festival, which was cancelled two weeks prior to the planned event date of March 28th, the City had expended a total of \$4,393 which went toward advertising, music copyrights, a street banner, postage, plaques, and miscellaneous supplies. While the costs that went toward the newsletter and postage are irrecoverable, the radio advertisement has been credited and the street banner shall be used for multiple festivals in the future.

|                               |               |                                    |                           |
|-------------------------------|---------------|------------------------------------|---------------------------|
| Approved _____                | Motion _____  | Second _____                       | Agenda Item No. <u>10</u> |
| Denied _____                  | Ayes _____    |                                    |                           |
| Continued _____               | Noes _____    |                                    | File No. _____            |
| Tabled _____                  | Abstain _____ |                                    |                           |
|                               | Absent _____  |                                    |                           |
| <i>B Hughes</i><br>City Clerk |               | <i>[Signature]</i><br>City Manager |                           |



The Historic and Cultural Preservation Board discussed the possibility of a Rain Date scheduled for the following Saturday, April 3<sup>rd</sup>, but ultimately opted to not propose the backup date as the current fund balance and expected revenue will not accommodate the approximate \$5,000 cost that would go toward re-advertising, vendor cancellations and modifications to entertainment and paid demonstrators. Therefore, the event would be held rain or shine on March 27<sup>th</sup>.

Traditionally, staff time is not charged to the CHF fund. Planning, Public Works and Finance Departments spend many hours on the event. Personnel costs are estimated at \$18,000.

**PROJECT REVIEW:** Consistent with the traditional citrus harvesting seasons, the Board recommends the Festival be held on March 27, 2021.

Attachments:            1) Budget for 2021 Citrus Harvest Festival

## **Attachment 1:**

### **Budget for 2021 Citrus Harvest Festival**

## *2021 Citrus Harvest Festival Budget*

| <b>FESTIVAL EXPENDITURES (Initial Balance \$257)</b>                                                                                      |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Item / Description</b>                                                                                                                 | <b>Budget</b>   |
| Advertising (HCN \$0, RDF/Sun \$1,225, EHR \$535 & Peach Jar \$518)<br>Radio – (KCAL 96.7 \$1,085 / <b>Hot 103.9 \$1,200 [credited]</b> ) | 2,278           |
| Historic Demonstrators/Exhibitors (17 x \$200 ea)                                                                                         | 3,400           |
| Entertainment (Bands & DJ) (BMS \$100, CVHS \$100, Highland Music Co. \$1,300)                                                            | 1,500           |
| Balloons street decorations                                                                                                               | 1,300           |
| Insurance                                                                                                                                 | 2,000           |
| Street Banner over Base Line (date modification)                                                                                          | 300             |
| Portable toilets                                                                                                                          | 1,300           |
| Posters, Flyers, print marketing materials                                                                                                | 250             |
| Mobile Stage (Towing)                                                                                                                     | 550             |
| Paper materials, copying, postage                                                                                                         | 650             |
| Tables w/ umbrella & chairs for food court & stage area                                                                                   | 550             |
| Signs for parking & festival activities                                                                                                   | 300             |
| Contest ribbons & prizes                                                                                                                  | 300             |
| Kid's activities                                                                                                                          | 100             |
| Booth refunds for historic displays                                                                                                       | 150             |
| CHF Honoree plaque                                                                                                                        | 150             |
| Miscellaneous supplies                                                                                                                    | 50              |
| Staff shirts (10)                                                                                                                         | 150             |
| Contest materials                                                                                                                         | 100             |
| <b>TOTAL</b>                                                                                                                              | <b>\$15,378</b> |

| <b>FESTIVAL REVENUES</b>   |                 |
|----------------------------|-----------------|
| <b>Item / Description</b>  | <b>Budget</b>   |
| Sponsorship                | 11,000          |
| Retail vendor Booth spaces | 2,500           |
| Food vendor booth spaces   | 2,000           |
| <b>TOTAL</b>               | <b>\$15,500</b> |

|  |                               |                                 |
|--|-------------------------------|---------------------------------|
|  | <b>Initial Balance: \$257</b> | <b>Projected Balance: \$379</b> |
|--|-------------------------------|---------------------------------|

## ***2021 Home Tour Budget***

| <b>HOME TOUR EXPENDITURES</b>                 |                 |
|-----------------------------------------------|-----------------|
| <b>Item / Description</b>                     | <b>Budgeted</b> |
| Brochure                                      | 25              |
| Flowers                                       | 125             |
| Fee paid to property owners for participation | 300             |
| Shoe covers                                   | 50              |
| <b>TOTAL</b>                                  | <b>\$500</b>    |

| <b>HOME TOUR REVENUES</b> |                 |
|---------------------------|-----------------|
| <b>Item / Description</b> | <b>Budgeted</b> |
| Sponsors                  | 350             |
| Home Tour ticket sales    | 50              |
| <b>TOTAL</b>              | <b>\$400</b>    |



# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** September 8, 2020

**FROM:** Joseph Hughes, City Manager

**REVIEWED BY:** Carlos Zamano, Public Works Director/City Engineer *CZ*

**PREPARED BY:** Jim Richardson, Public Works Manager *JR*

**SUBJECT:** Trail Fence Replacement and Trail Repairs

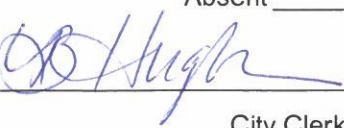
**RECOMMENDATION:** It is recommended that the City Council:

- 1) Approve purchase and installation of 240 linear feet of 8-foot high wrought iron fencing and two 14 linear feet sections of 8-foot high wrought iron fence with access gates adjacent to Emmerton Lane from UC Fence of San Bernardino for a total cost of \$28,000;
- 2) Authorize the City Manager to approve change orders with UC Fence up to 10% of cost to address any unforeseen conditions; and
- 3) Approve moving \$90,000 that was previously budgeted for in FY 2019/2020 and not expended, to FY 2020/2021 with the following budget adjustment; Transfer \$90,000 from 023-2100 (General Capital Financing-Fund Balance) to be expended from 023-3890-4592 Trails Maintenance.

**FISCAL IMPACT:** The budget adjustment of \$90,000 will cover the trail fence replacement and access gates adjacent to Emmerton Lane including contingency at an amount not-to-exceed \$30,800. The balance of \$59,200 will be utilized for City Trail maintenance and repair at various locations.

**PUBLIC NOTICE:** The agenda for this item was posted at the three required locations per Resolution No. 2011-047 and on the City website.

**BACKGROUND:** The existing city trail fencing that abuts the open space along the west side of Emmerton Lane is made up of a combination of 6-foot high wrought iron and pvc three rail fencing.

|                                                                                                   |               |                                                                                                      |                           |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|---------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>11</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                           |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____            |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                           |
|                                                                                                   | Absent _____  |                                                                                                      |                           |
| <br>City Clerk |               | <br>City Manager |                           |

The section of pvc fencing west of Emmerton Lane is often used to access private property to the west of the trail, commonly called the "Highland Look Out," causing frequent damage to the City's pvc fence rails and posts. The wrought iron fence being proposed will serve to discourage people from climbing over the fencing to access this area and causing damage to City property. The two proposed cross trail sections of fence with access gates will allow the East Highland Ranch HOA to close the trail when trail use is not authorized at the north end of Emmerton Lane where the trail meanders behind several homes in an area obscured from view by the East Highland Ranch HOA Security Officers as well as Highland Police. Access gates will include panic type hardware to allow egress from the area at all times. One of the two gates will be 8-feet wide to accommodate small vehicle access for trail maintenance purposes and the second gate will be 36-inches wide for pedestrian use.

City staff solicited proposals and received the following bids:

| <u>Contractor</u> | <u>Amount</u> |
|-------------------|---------------|
| UC Fence          | \$28,000      |
| Econo Fence       | \$30,190      |
| AB Fence Co.      | \$32,548      |

The lowest proposal was received by UC Fence.

City trails along Emmerton Lane, Bacon Lane, and Randall Lane include steep south facing slopes that incur severe erosion damage during heavy rain and require extensive maintenance and repairs after such events. To minimize the erosion to these trails improvements are necessary to repair existing erosion and should reduce the necessity and frequency for extensive maintenance and repairs in the most critical areas. As part of a separate project; trail improvements will include grading, soil stabilization, additional water diversion bars and concrete gutters to route water off of the trails to minimize accumulation and velocity of runoff on the trails.

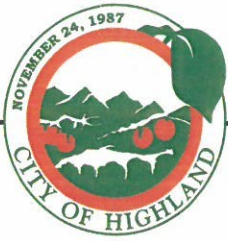
Attachments: Location Map

H:\Staff Reports\Trails Budget Adj 2020.doc









# STAFF REPORT

## TO THE CITY COUNCIL

**MEETING DATE:** September 8, 2020

**FROM:** Joseph Hughes, City Manager

**PREPARED BY:** Carlos Zamano, Public Works Director/City Engineer *12*

**SUBJECT:** Public Improvement Reimbursement Agreement with East Valley Water District for Traffic Signal Modifications at 5<sup>th</sup> Street and Del Rosa Drive

**RECOMMENDATION:** It is recommended that the City Council:

- 1) Approve the Public Improvement Reimbursement Agreement with East Valley Water District (EVWD) for Traffic Signal Modifications at 5<sup>th</sup> Street and Del Rosa Drive,
- 2) Authorize the Mayor to sign the Agreement, and
- 3) Approve the following Budget Adjustment: Transfer \$316,000 from 007-2100 (DIF-Fund Balance) to be expended from 007-8330-6550 (Traffic Improvements).

**FISCAL IMPACT:** The City's cost for design, construction and construction engineering is estimated to be \$316,000 for traffic signal modifications at 5<sup>th</sup> Street and Del Rosa Drive and is funded by Development Impact Fees (DIF).

**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:** EVWD is constructing a recycled water treatment plant referred to as the Sterling Natural Resource Center (SNRC). It is located on the east side of Del Rosa Drive between 5<sup>th</sup> Street and 6<sup>th</sup> Street. The facility will treat up to 10 million gallons a day and provide a sustainable new water supply that will benefit Highland residents as well as the region. The project is also constructing an Administration Center on the west side of Del Rosa Drive. It will provide opportunities in the form of education and training, community space, neighborhood improvements, and new habitat for the Santa Ana Sucker fish.

|                                |               |                                    |                           |
|--------------------------------|---------------|------------------------------------|---------------------------|
| Approved _____                 | Motion _____  | Second _____                       | Agenda Item No. <i>12</i> |
| Denied _____                   | Ayes _____    |                                    |                           |
| Continued _____                | Noes _____    |                                    | File No. _____            |
| Tabled _____                   | Abstain _____ |                                    |                           |
|                                | Absent _____  |                                    |                           |
| <i>B. Hughes</i><br>City Clerk |               | <i>[Signature]</i><br>City Manager |                           |

The SNRC is also required to construct off-site improvements including, but not limited to pavement widening, slurry seal, curbs, gutters, sidewalks, curb ramps, bus pad, driveways, catch basin modification and parkway landscape. As a result of EVWD's Project constructing the intersection of Del Rosa Drive and 5<sup>th</sup> Street to its ultimate width, the City has agreed to partner with EVWD to modify the traffic signal at this intersection using eligible DIF. The City will cover the cost for design, construction and construction engineering of the new traffic signal. EVWD will serve as lead agency on the Public Improvements as outlined in the attached reimbursement agreement.

The Public Improvement Reimbursement Agreement has been reviewed and approved by the attorney of both agencies, and scheduled for action by EVWD's Board on 9/9/2020.

Attachments: EVWD Agreement

H:\EVWD\SNRC\EVWD and Highland Reimbursement Staff Report 9-08-20.doc

## **PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT**

This **PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT** ("Agreement") is entered into by and between East Valley Water District, a County Water District, ("District") and the City of Highland, a California Municipal Corporation ("City"). The Agreement is effective the date of execution by the last party to execute this Agreement (Effective Date) for the purpose stated herein.

### **RECITALS:**

**WHEREAS**, District is building a recycled water plant known as the Sterling Natural Resource Center ("SNRC") which is located on Del Rosa Drive between 5<sup>th</sup> Street and 6<sup>th</sup> Street within the City of Highland, see attached location map hereto as Exhibit "A"; and

**WHEREAS**, District and City have identified certain public improvements at Del Rosa Drive and 5<sup>th</sup> Street intersection ("Improvements") to be constructed in conjunction with the construction of the SNRC; and

**WHEREAS**, subject to the terms of this Agreement, District has agreed to design and construct the Improvements and City has agreed to reimburse District for the costs associated therewith;

### **COVENANTS:**

#### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

A. The District shall:

1. Serve as the lead agency in the execution of the Improvements and assign a project manager. All work contemplated and performed under this Agreement shall be processed as a change order to the SNRC progressive design-build contract with Balfour-Beatty as general contractor. As such, the District shall be sole party that contracts with consultant(s) and contractor(s), coordinates the activities of the consultant(s) and contractor(s), and resolves any issues with these contracts.
2. Complete the design plans, specifications, and schedule for the Improvements as shown in Exhibit "B" attached hereto and incorporated herein by this reference.
3. Administer contract(s) for construction of the Improvements. The Improvements shall be processed and constructed as a change order to the SNRC progressive design-build agreement and shall comply with the terms of that agreement. The provisions set forth in Section 6.3 of the design-build agreement regarding insurance shall apply and are incorporated herein by this reference as if set forth fully herein. Certificates of insurance and endorsements shall be issued and shall

contain language requiring City and its directors, employees, and agents to be included as additionally named insured on all policies of insurance required for the Improvements, and such policies of insurance shall be primary with respect to City and its directors, employees, and agents, and that any and all coverage that may be available to City shall be considered excess and non-contributory. Within ten business days after the Effective Date of this agreement, District shall provide to City copies of the certificates of insurance and endorsements showing the City as an additionally named insured.

4. The District agrees that the procurement of any contractors or subcontractors that will be constructing the Improvements shall comply with any and all applicable local, State, and federal laws including, but not limited to, provisions of the California Public Contract Code and Labor Code applicable to public works requiring public bidding and payment of prevailing wages, maintenance of certified payroll records, and registration with the Department of Industrial Relations.
5. Administer professional services contract(s) to provide construction management services for the Improvements.
6. Complete the Improvements in compliance with all applicable legal requirements and in a manner reasonably acceptable to the City.
7. Respond to change order requests and requests for information related to the Improvements, and make changes or modifications to final plans and specifications as needed throughout construction.
8. Submit change order requests and requests for information for Improvements to the City.
9. Be responsible for the following costs of the Improvements:
  - (i) One hundred percent of design, construction and construction management for the civil improvements such as, but not limited to, construction of additional paving, slurry seal, curbs, gutters, sidewalk, ADA ramps, relocation of the existing the storm drain catch basin north of 5<sup>th</sup> Street, and signage.
  - (ii) Any design fee in excess of \$26,000 for traffic signal modifications.
  - (iii) Fifty percent (50%) of shared items of work as mutually agreed by the District and City and listed in Exhibit "C" titled "Listing of Shared Cost Items," which is attached hereto and incorporated herein by this reference. The parties agree that if either party determines that the benefit to the other is more than fifty percent (50%), the parties will meet and confer

regarding re-allocating the costs related to the shared items of work. Any re-allocation of costs will require an amendment to this Agreement.

10. Notify City of completion of construction.

11. Send detailed itemized invoices to City as follows:

- (i) During design and construction of the Improvements, send monthly invoices to the City in the amount equal to the total amount of the contract(s) regarding traffic signal modification improvements and half of that month's shared costs as mutually agreed by the District and City. The design and construction management invoices shall include a breakdown of man-hours and billings rate for each task. The construction invoices shall include bid item quantity, description, unit cost and executed contract change orders.
- (ii) After the City's acceptance of the Improvements, send a final invoice to the City in an amount equal to the final costs incurred for the traffic signal modification improvements and half of the remaining shared costs, including all contract payments, change orders, extra work and other contingency expenditures as mutually agreed upon by both parties and described below.

B. The City shall:

1. Review the design plans and specifications for the Improvements within ten (10) business days from submission by District and either approve the plans and specifications or provide written comments to the plans and specifications.
2. Cooperate with the District in regards to timely City inspections of the Improvements.
3. Respond to material submittals, change order requests and requests for information related to the Improvements within ten (10) business days of notice thereof.
4. Upon notification by the District of completion of construction of the Improvements, City staff shall, within twenty (20) business days or as soon thereafter as is feasible, place on a City Council agenda an agenda item recommending that the City Council accept the Improvements.
5. Be responsible for the following costs of the Improvements:
  - (i) Design fee not-to-exceed \$26,000 for traffic signal modifications.



- (ii) One hundred percent (100%) of construction and construction management for traffic signal modifications at an estimated cost of \$290,000.
  - (iii) Fifty percent (50%) of shared items of the Improvements as mutually agreed by the City and District and listed in Exhibit "C."
  - (iv) One hundred percent (100%) of City's staff time and consultant fees to coordinate with the District, monitor construction, and other administrative work relative to the traffic signal modifications.
6. Make the following payments to the District:
- (i) During design and construction of the Improvements, unless the City disputes a fee, City shall send each progress payment within thirty (30) days of notice of the monthly itemized invoice from the District for the Improvements, and shared items of work as mutually agreed by the District and City. In the event that the City disputes that amounts stated on any itemized invoice, the City shall submit within ten (10) business days of receipt of the invoice, notice of such dispute and the basis for the dispute. The parties shall endeavor to resolve any such dispute within a reasonable time after the District's receipt of notice of dispute. Any dispute that is not resolved within five (5) business days shall be referred to the City Manager and the General Manager for resolution.
  - (ii) City shall send a final payment within thirty (30) days of notice of the final itemized invoice from the District, unless City disputes any of the fees set forth in the final invoice. If City disputes any fee set forth in the monthly invoice, the City shall submit within ten (10) business days of receipt of the invoice, notice of such dispute and the basis for the dispute. The parties shall endeavor to resolve any such dispute within a reasonable time after the District's receipt of notice of dispute. Any dispute that is not resolved within five (5) business days shall be referred to the City Manager and the District Manager for resolution.

#### **GENERAL TERMS:**

1. Once accepted, the Improvements shall be the property of the City, and the City shall be responsible for the operation and maintenance.
2. District agrees to obtain for each contractor performing any aspect of the Improvements a warranty in the City's favor for the repair or replacement of faulty work or materials for a period of one year following completion of the Improvements and the City's acceptance thereof. District shall provide City with the warranty before the City Council accepts the Improvements.

3. The District and City agree to cooperate with each other in good faith and acknowledge that, for all matters in this Agreement, time is of the essence.
4. This Agreement shall commence on the Effective Date and shall terminate until such time as a certificate of completion has been issued for the Improvements, unless otherwise extended or terminated by mutual written consent of both parties.
5. Each party's performance under this Agreement is subject to acts of God, war, government regulation, pandemic, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond said party's control making it inadvisable, illegal, or impossible to perform its respective obligations under this Agreement.
6. This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and shall not be construed against either party as the drafter of the Agreement, which shall be deemed to have been written by both parties.
7. If any term, clause, or provision of this Agreement is held to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected, but shall remain in full force and effect in accordance with the terms hereof.
8. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the San Bernardino County Superior Court.
9. No variation, modification, change, or amendment of this Agreement shall be binding upon either party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by the District and City. This Agreement shall not be amended or modified by oral agreement or understanding between the parties or by any acts or conduct of the parties.
10. No waiver of any breach or default by either party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver.
11. Neither party shall assign this Agreement or any of such party's interest, rights, or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may assign this Agreement or any part thereof to any successor governmental agency legally performing the functions of the assigning party as its successor.
12. The Recitals are hereby incorporated into this Agreement.
13. The parties are and shall at all times remain, as to each other, wholly independent entities. Neither party shall have power to incur any debt, obligation, or liability on behalf of the other party or otherwise act on behalf of any other party as an



agent except as expressly provided by this Agreement. No official, employee, agent, or officer of a party shall represent that he, she or anyone else from that party is in any manner an official, agent, employee or officer of the other party.

14. Each person executing this Agreement on behalf of a party warrants and represents that he or she has the authority to execute this Agreement on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.
15. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement.
16. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party of its contentions by submitting a claim in writing, therefore. The injured party shall continue performing its obligations incurred herein so long as the injuring party commences to cure such injuring action within ten (10) days of service of such notice and completes the cure within forty-five (45) days after the notification, or such longer period as may be necessary or agreed upon by the parties to this Agreement.
17. If either party commences an action against the other arising out of or in connection with this Agreement, including the filing of a legal action to compel payment of the reimbursement, the prevailing party shall be entitled to recover reasonable attorney's fees and legal costs from the losing party related to enforcement of the provisions of this Agreement.
18. Each party shall indemnify, defend and hold harmless the other party, including its officials, officers, employees, volunteers, agents, successors, assigns and those agents serving as independent contractors in the role of officials (collectively Employees) from and against any and all claims (including, but not limited to, claims for bodily injury, death or property damage), demands, liability, obligations, damages, actions, causes of action, proceedings, suits, losses, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever (including, but not limited to, consequential damages, attorneys' fees, experts' fees and other litigation expenses) (collectively Claims) to the extent arising from or incident to the negligent, reckless or willful acts or omissions of the indemnifying party or any of its Employees arising out of the Agreement. However, in any case, the District will not indemnify, defend or hold harmless the City or its Employees from or against Claims arising from or incident to any acts or omissions of any consultant or contractor who works on or provides any service regarding these Improvements; provided that all contracts with consultants and contractors who provide any work or service regarding the Improvements contains language requiring the City and its directors, employees and agents to be indemnified and held harmless in the same manner as the District. The District expressly indemnifies the City for any and all claims related to public works labor requirements contained in the Public Contract Code and

Labor Code, including bidding, bonding and the payment of prevailing wages. This indemnity will survive termination or expiration of the Agreement.

19. The Improvements shall be constructed in conjunction with the SNRC and as a change order to the SNRC progressive design build contract, and all of the provisions of that Agreement dealing with insurance shall remain in full force and effect during construction of the Improvements
20. Neither party to this Agreement relies upon any warranty or representation not contained in this Agreement.
21. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any person shall be in writing and either served personally or sent by prepaid, First Class mail to the address set forth below. Notice shall be deemed communicated 48 hours from the time of mailing if mailed as provided in this section.

To City: City of Highland  
Attn: Joseph Hughes, City Manager  
27215 Base Line  
Highland, CA 92346  
Tel.: (909) 864-6861  
Fax: (909) 862-3180

To District: East Valley Water District  
Attn: John Mura, General Manager  
31111 Greenspot Road  
Highland, CA 92346  
Tel.: (909) 889-9501  
Fax: (909) 889-5732

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective and duly and duly authorized officers on the Effective Date listed below.

**CITY OF HIGHLAND**

**EAST VALLEY WATER DISTRICT**

\_\_\_\_\_  
Larry McCallon  
Mayor

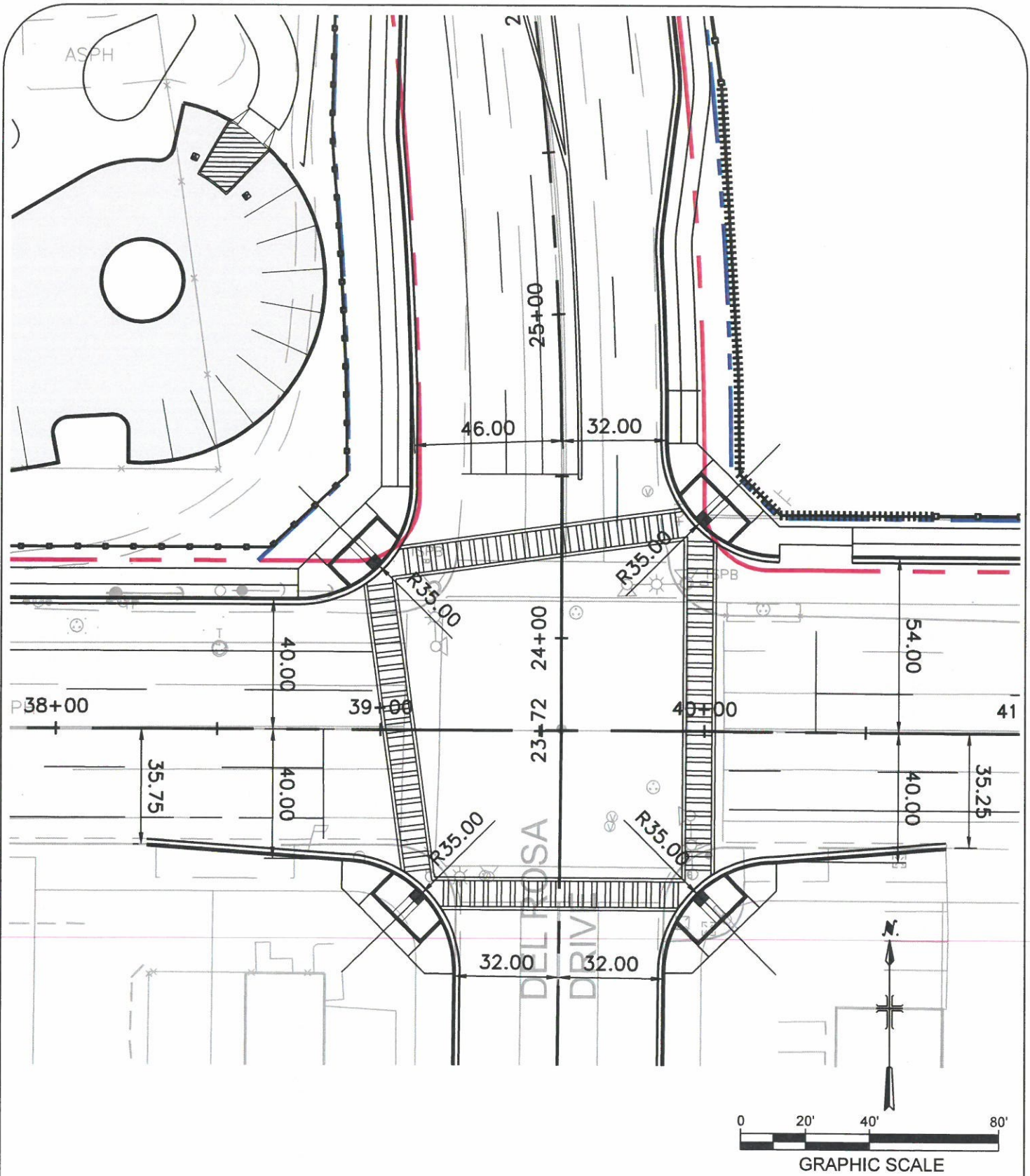
**ATTEST:**

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Betty Hughes, MMC  
City Clerk

**ATTEST:**

---



*Exhibit A*  
**5TH STREET & DEL ROSA  
 AVENUE CURB RETURNS**



Exhibit B



The work included in this agreement, and within the general vicinity of this exhibit is representative of only a portion of the off-site improvements to be completed at part of the Sterling Natural Resource Center construction.

EXHIBIT "C"  
Sterling Natural Resources Center  
Joint Public Improvements  
Listing of Shared Cost Items

Construction Management Services provided by Balfour Beatty will be shared based on apportionment of the amount for the respective bid schedules provided in the Specifications (Contract Documents).

Following are the 50% shared items of the Improvements as mutually agreed by the City and District:

Construction Items

1. Prepare and maintain critical path method project schedule
2. Mobilization (shall not exceed 5% of bid amount)
3. Implement and update Traffic Control Plan
4. Trench pavement repairs (hot mix asphalt and aggregate base) for installation of traffic signal conduit.
5. Striping

Additional construction items may be added to the listing of shared cost items upon mutual agreement by the District and City. The percentage of share is also subject to change upon mutual agreement by the District and City if it is determined an agency should be responsible for more than half the cost of shared work.





# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** September 8, 2020

**FROM:** Joseph Hughes, City Manager

**PREPARED BY:** Lawrence A. Mainez, Community Development Director *Lamy*

**SUBJECT:** 'Land Lease Agreement' between the City of Highland and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (AT&T Mobility) to install a new Wireless Telecommunication Equipment Building within the City's Aurantia Park property.

**LOCATION:** Aurantia Park  
29624 Greenspot Road, Highland CA 92346  
APN: 1210-371-41

**REPRESENTATIVE:** Jessica Grevin, Coastal Business Group (representing AT&T Mobility)

**RECOMMENDATION:** The Finance Sub-Committee recommends the City Council authorize the City Manager to execute the subject Land Lease Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (AT&T Mobility) to install a new Wireless Telecommunication Building on the City's Aurantia Park property, subject to final review and approval by the City Attorney.

**FISCAL IMPACT:** AT&T Mobility is seeking to execute a Lease Agreement for a new Wireless Telecommunication Equipment Building to be located in Aurantia Park. The Lease Agreement includes a starting monthly rent of \$1,200.00 with an annual adjustment of three percent (3%). The proposed Wireless Facility will connect to an existing co-locatable cell tower in Aurantia Park (faux eucalyptus tree) constructed by Verizon Wireless and approved by the City in December 2007. The existing cell tower

|                                    |               |                                    |                           |
|------------------------------------|---------------|------------------------------------|---------------------------|
| Approved _____                     | Motion _____  | Second _____                       | Agenda Item No. <u>13</u> |
| Denied _____                       | Ayes _____    |                                    |                           |
| Continued _____                    | Noes _____    |                                    | File No. _____            |
| Tabled _____                       | Abstain _____ |                                    |                           |
|                                    | Absent _____  |                                    |                           |
| <i>Debbie Hughes</i><br>City Clerk |               | <i>[Signature]</i><br>City Manager |                           |



and site plan is designed to house up to two (2) wireless providers. In this case, each wireless provider is required to pay the City separate monthly rents for the term of the Leases. The proposed term of the AT&T Lease will be commensurate with the Verizon Lease which currently has approximately ten (10) years remaining (with 4 automatic five year extensions thereafter). The existing Verizon Lease term commenced in 2011, with a monthly rent of \$1,500.00 per month, and currently pays \$2,388.00 per month. Due to the fact ATT&T is only adding an additional equipment structure and utilizing Verizon's existing co-locatable cell tower, it is the Finance Subcommittee's determination the \$1,200.00 per month with a 3% annual increase is reasonable.

**PREVIOUS ACTION:**

On June 2, 2020, the City of Highland Planning Commission approved AT&T's Design Review Application (DRA-20-004) to co-locate on an existing wireless cell tower in Aurantia Park (faux Eucalyptus Tree constructed by Verizon Wireless) and to construct a new unmanned equipment enclosure within an approximate 493 square foot area. The Design Review Application approval was contingent on the City of Highland Council approving a lease agreement with AT&T.

On June 9, 2020 the proposed Land Lease Agreement was presented to the City's Finance Subcommittee for a recommendation on the Lease Terms. The Subcommittee recommended the Lease include a monthly rent of \$1,200.00 with an increase of three percent (3%) annually, and term commensurate with the existing Verizon Lease which currently has approximately ten (10) years remaining (with four automatic five year extensions thereafter). The Subcommittee also recommended the equipment enclosure be moved closer to the existing Verizon Wireless equipment structure (which was agreed to by AT&T). The new location of the proposed structure will be reflected in the lease agreement attachments and construction plans.

**PROJECT DESCRIPTION:**

As noted above, on June 2, 2020, the City of Highland Planning Commission approved AT&T's Design Review Application (DRA-20-004) to co-locate on an existing wireless cell tower in Aurantia Park (faux Eucalyptus Tree constructed by Verizon Wireless) and to construct a new unmanned equipment enclosure in a lease area of approximately 493 square foot. The equipment enclosure will be constructed with materials to match the existing Verizon Wireless equipment enclosure and the existing park restroom building.

AT&T is also proposing a modification to the Verizon cell tower for the co-location of their wireless panels and antennas. Once completed the wireless panels and antennas will blend into the Eucalyptus Tree disguise.

The proposed equipment enclosure will be unmanned, and in operation twenty-four (24) hours a day, seven (7) days a week. The Applicant is proposing approximately one (1) maintenance and inspection visit each month.

**ANALYSIS:**

The recommended Lease Agreement month rent and term is consistent with recommendations of the City's Finance Sub-Committee relative to other wireless facilities on City properties. The terms of the Lease Agreement will commence once a Building Permit is issued by the City for the new AT&T Wireless Telecommunication Equipment Enclosure. The construction plans will be submitted to the City for plan check once the Lease Agreement is fully executed.

Should it be the desire of the City Council, the Finance Sub-Committee recommends the City Council Authorize the City Manager to execute the attached Land Lease Agreement (with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (AT&T Mobility)), subject to final review and approval by the City Attorney.

**Attachment:**

1. Land Lease Agreement with New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company (AT&T Mobility) for Aurantia Park.

**ATTACHMENT - 1**

**City of Highland  
County of San Bernardino  
State of California**

**LAND LEASE AGREEMENT**

This Land Lease Agreement ("Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Highland, a municipal corporation, with its mailing address located at 27215 Baseline Road, Highland, California 92346, hereinafter designated "Lessor", and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with its principal office located at 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319, hereinafter designated "Lessee". Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. **PREMISES.** Lessor owns the Property (as defined below) and hereby leases to Lessee: (i) an approximately four hundred ninety-three (493) square foot area, with dimensions measuring seventeen feet (17') by twenty-nine feet (29') ("Equipment Space"), of that certain parcel of real property (the entirety of Lessor's property is referred hereinafter as the "Property" and as more particularly described in Exhibit "A" attached hereto), located at 29624 Greenspot Road, Highland, California, 92346; and (ii) an aerial easement beyond the Equipment Space and above those portions of the Property over which the antennas, related appurtenances and branches of Lessee's proposed use of the existing mono-eucalyptus tree or similar structure may extend (the "Aerial Space"), together with an exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of underground utility wires, poles, underground cables, underground conduits, and pipes under, or along a four-foot (4') wide non-exclusive access walkway easement to a twelve foot (12') wide non-exclusive access easement extending from the nearest right-of-way, to the demised premises, said Equipment Space, Aerial Space, and right-of-way (hereinafter collectively referred to as the "Premises") for access being substantially as described herein in Exhibit "B" attached hereto and made a part hereof.

Lessor also grants to Lessee the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes generally as shown in Exhibit "B" from and running from the Equipment Space to the existing mono-eucalyptus structure, and to install, maintain, replace and repair wires, cables, conduits and pipes from the Premises to the nearest appropriate utilities sources. All connections between the Equipment Space to the existing mono-eucalyptus tree structure shall be made underground.

All construction related to this Agreement is subject to the Design Review Application (DRA-20-004) and the conditions of approval with respect to Lessee's facility issued by the City of Highland in its regulatory capacity (attached hereto as Exhibit "C" and made a part hereof and collectively referred to as the "Conditions of Approval"). To the extent the terms and conditions of this Agreement, as approved by the City Council are inconsistent with the Conditions of Approval, the terms of this Agreement shall control.

2. **SURVEY.** Lessor also hereby grants to Lessee the right to survey the Property and the Premises, and said survey shall then become Exhibit "D" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B". Cost for such work shall be borne by Lessee.

3. **TERM AND RENTAL PAYMENTS.** This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for ten (10) years and eight (8)

months ("Initial Term") (or until February 1, 2031, consistent with existing lease agreement related to Verizon Wireless - the owner of the existing mono-eucalyptus structure on the Property) and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Fourteen Thousand Four Hundred and No/100 (\$14,400.00) to be paid in equal monthly installments of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) ("Rent") to be paid on the first day of the month, in advance, to the City of Highland, or to such other person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The "Commencement Date" is defined as the first (1<sup>st</sup>) day of the month following the date this Agreement is executed by the Parties or the first (1<sup>st</sup>) day of the month following the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last. The Rent will automatically increase annually on each anniversary of the Commencement Date by three (3) percent of the previous year's Rent.

Upon agreement of the Parties, Lessee may pay Rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

4. **ADDITIONAL EXTENSIONS.** At the end of the Initial Term, this Agreement shall automatically be extended for four (4) additional five (5) year terms thereafter (each five year term referred to herein as the "Extension Term") unless sooner terminated by Lessee by giving to the Lessor written notice of its intention to so terminate at least six (6) months prior to the end of the Initial Term or the then current applicable Extension Term. The Initial Term and any Extension Terms shall be collectively referred to herein as the "Term."

5. **TAXES.** Lessee shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all of Lessee's possessory interest in and to the Premises, leasehold improvements, equipment, fixtures and personal property located in or about the Premises. Lessor shall notify Lessee not less than sixty (60) days prior to the date such possessory interest or other such tax is due and Lessee shall, within thirty (30) days after the day upon which any such possessory interest or other such tax is due, if requested by Lessor, provide Lessor with reasonable proof of payment of such tax.

6. **USE/GOVERNMENTAL APPROVALS.** Lessee shall use the Premises for the sole purpose of constructing, maintaining and operating a personal wireless service facility (as defined in Section 704 of the Telecommunications Act of 1996). Lessee may remove trees, stumps and plants on the Property if necessary to install its communications facility and improvements on the Premises. All improvements shall be at Lessee's expense and the installation of all improvements shall be at the discretion and option of Lessee. Lessee shall have the right to replace and repair its equipment, its communications facility, or any portion thereof, during the Term of this Agreement. Lessee will maintain the Premises in good condition, reasonable wear and tear excepted. Lessor will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that Lessee's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by Federal, State or Local authorities as well as satisfactory soil boring test which will permit Lessee use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by Lessee. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that Lessee in

its sole discretion will be unable to use the Premises for its intended purposes or Lessee determines that the Premises is no longer technically compatible for its intended use, Lessee shall have the right to terminate this Agreement. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Lessee. All Rent paid to said termination date shall be retained by Lessor. In addition, Lessee shall be obligated to pay Rent through the end of the then current year of the Term. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the Parties shall have no further obligations including the payment of money, to each other.

7. **IMMIGRATION REFORM & CONTROL ACT.** Lessee shall comply with all applicable federal, state and local laws and regulations, including, but not limited to the Immigration Reform and Control Act of 1986, codified at 8 U.S.C. §§1324A and §§1324b (the "IRCA"), which requires and ensures the hiring and retention of employees who are United States citizens, permanent residents and/or who are otherwise authorized by law to work in the United States of America, and, as required by the IRCA, shall affirmatively verify the identity and employment authorization of every employee as a condition of employment or continued employment. Lessee shall further include this requirement in any subcontract made pursuant to this Agreement.

8. **INDEMNIFICATION.** Lessee shall indemnify, defend and hold Lessor harmless against any claim, liability, damages, judgment or loss from personal injury or property damage to the extent resulting from or arising out of the use and occupancy of the Premises or the Property by Lessee, its servants or agents, except to the extent, however, such claims or damages as may be due to or caused by the acts or omissions of Lessor, or its servants or agents. Lessee's duty to indemnify, defend and hold Lessor harmless shall survive the termination of this Agreement and is not limited to or by the policies of insurance Lessor is required to keep pursuant to this Agreement. At Lessor's option, upon reasonable written notice to Lessee, Lessor may determine that its defense should be conducted by counsel reasonably approved by Lessor, at the expense of Lessee.

9. **INSURANCE**

A. **Fire and Extended Coverage—Lessee's Duty to Keep Improvements Insured.** Throughout the term hereof, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept insured, all of Lessee's improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or hereinafter included in an extended coverage endorsement in common use for such structures, including vandalism and malicious mischief. The amount of insurance shall be the then replacement value, excluding cost of replacing excavations and foundations but without deduction of depreciation (herein called "Fully Insurable Value" or "Replacement Cost"). Lessor shall not carry any insurance the effect of which would be to reduce the protection or payment to Lessee under any insurance that this Agreement obligates Lessee to carry. Lessee may self-insure this coverage under the same terms as required by this Agreement. Lessee shall provide proof of insurance within fifteen (15) business days of executing this Agreement.

B. **Commercial General and Automobile Liability Insurance.** Throughout the term hereof, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept in full force and effect, for the mutual benefit of Lessee, and Lessor, as an additional insured as their interest may appear, commercial general liability insurance per ISO form CG 00 01 or equivalent against claims and liability for bodily injury, death, or property damage arising from the use, occupancy, disuse, or condition of the Premises, or adjoining areas or ways, providing protection of Four Million Dollars (\$4,000,000.00) per occurrence for bodily injury (including death) and property damage, and Four Million Dollars



(\$4,000,000.00) general aggregate. The above-described limits of commercial general liability insurance may be satisfied by an umbrella policy of insurance. Automobile Liability Insurance: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

C. **Policy Form, Contents and Insurer.** All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies eligible to do business in the State of California with a current A.M. Best rating of no less than A-/VII. All such insurance programs shall be primary and noncontributing with any insurance that may be carried by Lessor as relates to Lessee's negligence. The City of Highland, and each of Lessor's elected officials, officers and employees shall be included as additional insured by endorsement as respects this Agreement. The required insurance applies separately to each insured against which claim is made a suit, except with respect to the limits of the insurers liability. Lessee may effect for its own account any insurance not required under this Agreement. Lessee's policies of insurance shall waive the insurer's right of subrogation against Lessor.

D. **Failure to Maintain Insurance; Proof of Compliance.** Lessee shall deliver to Lessor, in the manner required for notices, certificates of insurance to evidence the insurance required by this Agreement, within the following time limits: 1) for insurance required at the commencement of this Agreement, within thirty (30) days after full execution of this Agreement and prior to Lessee's occupancy of the Premises; 2) for any renewal or replacement of a policy already in existence, within ten (10) business days after the expiration or other termination of the existing policy. If Lessee fails or refuses to procure or maintain insurance as required by this Agreement, and should such failure continue for ten (10) business days following notice from Lessor, this Agreement will be terminated immediately upon subsequent notice from Lessor.

10. **ANNUAL TERMINATION.** Notwithstanding anything to the contrary contained herein, and provided Lessee is not in default hereunder and shall have paid all Rent and sums due and payable to Lessor by Lessee under this Agreement, Lessee shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months' prior written notice is given to Lessor.

11. **INTERFERENCE.** Lessee agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of Lessor or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Agreement or relocate the equipment as long as Lessee is making a good faith effort to remedy the interference issue. Lessor agrees that Lessor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.



12. **REMOVAL UPON TERMINATION.** Lessee, upon termination of this Agreement, shall, within ninety (90) days, remove its fixtures, equipment and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. Lessor agrees and acknowledges that all of the equipment, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right and obligation to remove the same within the time specified in this Section, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Lessee to remain on the Premises after termination of this Agreement, Lessee shall pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of Lessee's equipment and improvements in the Equipment Space, fixtures and all personal property are completed, but under no circumstances will Lessee be permitted to remain for more than said 90-day period. Notwithstanding the foregoing, if Lessee terminates this Agreement for other than a Lessor default or upon the expiration of this Agreement, Lessee shall remove its improvements and equipment in the Equipment Space and Lessor shall take possession of the structures in the Equipment Space in their then "as is" condition without any representation or warranty by Lessee as to their fitness for any particular purpose and upon the expiration or earlier termination of this Agreement, Lessee shall have no further liability for the structures in the equipment space. Lessee agrees to execute any documentation reasonably necessary to evidence the foregoing. If Lessee fails to remove its equipment and improvements in the Equipment Space, and all personal property and/or otherwise restore the Premises to its original condition, reasonable wear and tear excepted, within the time specified in this Section, Lessor shall thereafter have the right to accomplish such removal and/or restoration, including disposing of all of Lessee's personal property and equipment, without further notice to Lessee.

13. **RIGHTS UPON SALE.** Should Lessor, at any time during the Term of this Agreement, decide to sell all or any part of the Property to a purchaser other than Lessee, such sale shall be under and subject to this Agreement and Lessee's rights hereunder, and any sale by Lessor of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of Lessee in and to such right-of-way.

14. **QUIET ENJOYMENT.** Lessor covenants that Lessee, on paying the Rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the Premises.

15. **TITLE.** Lessor covenants that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no other liens, judgments or impediments of title on the Property or affecting Lessor's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by Lessee as set forth above.

16. **INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between Lessor and Lessee and that no verbal or oral agreements, promises or understanding shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

17. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State in which the Property is located.

18. **ASSIGNMENT.** This Agreement may be sold, assigned or transferred by Lessee without any approval or consent of Lessor to Lessee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. Lessee shall provide notice of such assignment to Lessor not less than 30 days following such assignment. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of Lessor, which such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without Lessor's consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

19. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipts requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice)

Lessor: City of Highland  
27215 Baseline  
Highland, California 92346

If to Lessee: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: CSL02534; Cell Site Name: Aurantia Park (CA)  
Fixed Asset #: 13014387  
1025 Lenox Park Blvd. NE, 3rd Floor  
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: CSL02534; Cell Site Name: Aurantia Park (CA)  
Fixed Asset #: 13014387  
208 S. Akard Street  
Dallas, TX 75202-4206

Notices shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, successors, personal representatives, and assigns of the Parties hereto.

21. **SUBORDINATION AND NON-DISTURBANCE.** At Lessor's option, this Agreement shall be subordinate to any mortgage or other security interest by Lessor which from, time to time, may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Agreement. Lessee shall execute whatever mutually agreeable instruments as may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, Lessor immediately after this Agreement is executed, will obtain and furnish to Lessee, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event Lessor defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and Lessee shall be entitled to deduct and setoff against all Rent that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults.

22. **CONSENT.** Lessee shall provide written documentation demonstrating that Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless approves this Agreement within fifteen (15) business days of Lessee signing this Agreement.

23. **RECORDING.** Lessor agrees to execute a Memorandum of this Lease Agreement ("Memorandum of Lease") which Lessee may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to the commencement of either Term or Rent payments.

24. **DEFAULT.** In the event there is a default by Lessee with respect to any of the terms or provisions of this Agreement or its obligations under it, including the payment of Rent by Lessee, **Lessor** shall give Lessee written notice of such default. After receipt of such written notice, Lessee shall have fifteen (15 business) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the Lessee shall have such extend period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the Lessee commences the cure within the thirty (30) day period and thereafter continually and diligently pursues the cure to completion, but not to exceed an additional 30 days. The Lessor may not maintain any action or effect any remedies for default against the Lessee unless and until the Lessee has failed to cure the same within the time periods provided in this Section.

25. **ENVIRONMENTAL**

A. Lessor will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of Lessee. Lessee will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity that it conducts on the Property, unless such conditions or concerns are caused by the activities of Lessor.

B. Lessor shall hold Lessee harmless and indemnify Lessee from and assume all duties, responsibility and liability at Lessor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) Lessor's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by Lessee, and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by Lessee. Lessee shall hold Lessor harmless and indemnify Lessee from and assume all duties, responsibility and liability at Lessee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) Lessee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by Lessor, and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property resulting from Lessee's activities conducted thereon, unless such environmental conditions are caused by Lessor.

26. **CASUALTY.** In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to Lessor. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all Rent shall abate during the period of repair following such fire or other casualty, unless such casualty was caused or contributed to by Lessee.

27. **CONDEMNATION.** In the event of any condemnation of the Property, Lessee may terminate this Agreement upon fifteen (15) days written notice to Lessor if such condemnation may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to Lessee's improvements and equipment in the Equipment Space, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

28. **SUBMISSION OF AGREEMENT.** The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be



considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

29. **APPLICABLE LAWS.** Lessee shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. Lessee's operations at the Premises shall be in compliance with all applicable Federal, state and local laws. Lessor agrees to keep the Property in conformance with all applicable laws, rules and regulations, and agrees to reasonably cooperate with Lessee regarding any compliance required by Lessee in respect to its use of the Premises. The provisions of this Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be in the County of San Bernardino Superior Court, or the U.S. District Court, Central District, State of California.

30. **SURVIVAL.** The provision of this Agreement relating to indemnifications from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. **CAPTIONS.** The captions contained this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

32. **COLLOCATIONS (SUBLEASING).** Subject to the provisions of this Agreement Lessee shall have the right, with written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed, and subject to the requirements of applicable law, to license or sublease all or a portion of the Premises and Lessee's facilities to other entities whose business includes the provision of wireless communication services. If Lessor consents to a sublease, Lessor may condition such consent upon payment of additional rent by Lessee, to be negotiated and agreed upon prior to such sublease becoming effective. Lessee's licensee(s) and sublessee(s) shall be entitled to modify Lessee's facilities and to erect additional improvements on the Premises, including but not limited to antennas, dishes, cabling, additional equipment cabinets as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Premises by said licensee(s) and sublessee(s), so long as the same is consistent with the requirements and conditions of DRA-20-004 and/or any permit subsequently issued by the City of Highland. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said licensee or sublessee were the lessee under this Agreement.

33. **EQUIPMENT CABINETS.** Lessee intends to construct a structure upon the Equipment Space in order to house Lessee's equipment (the "Cabinets"). Said structure shall be installed in accordance with the approved Conditions of Approval. Lessee shall have the sole and exclusive use of the structure and Cabinets during the Term of this Agreement. The structure shall be as depicted in one or more of the exhibits attached hereto and shall be located completely within the Premises.

34. **TITLE TO LESSEE'S EQUIPMENT.** Title to Lessee's equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's equipment shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all of Lessee's equipment at its sole expense on or before the expiration or termination of this Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the

financing of Lessee's equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of Lessee's equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

[Signatures begin on next page]

**In Witness Whereof**, the Parties hereto have set their hands and affixed their respective seals the day and year first written above.

**Lessor**

City of Highland, a municipal corporation

By \_\_\_\_\_

Name: Joseph A. Hughes

Title: City Manager

Date \_\_\_\_\_

**Lessee**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation, its Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_



Exhibit "A"

(Description of the Property)

Please see attached.

**[TO BE INSERTED]**

AT&T Co-location

29624 Greenspot Road, Highland, CA 92346.

Assessor's Parcel Number: 1210-371-41.

Description of Site:

PTN N 1/2 SW 1/4 SEC 1 BEG AT C/L INTERSECTION OF SANTA ANA CANYON RD AND W LI SD SEC 1 SD PT BEING N 0 DEG 15 MIN 38 SECONDS E 1042.78 FT FROM C/L GREENSPOT RD TH N 88 DEG 51 MIN 24 SECONDS E 348.71 FT TO BEG TANGENT CURVE CONCAVE TO N HAVING RADIUS OF 150 FT TH ALG SD CURVE THRU C/A OF 26 DEG 01 MIN 56 SECONDS 68 15 FT TH N 62 DEG 49 MIN 28 SECONDS E 228.54 FT TH S 1 DEG 58 MIN 43 SECONDS W 518.32 FT TH N 88 DEG 04 MIN 56 SECONDS W 119 10 FT TH S 1 DEG 51 MIN 14 SECONDS E 622.80 FT TO PT IN C/L GREENSPOT RD TH S 86 DEG 18 MIN 59 SECONDS W 542.54 FT TO W LI SD SEC 1 TH N 0 DEG 15 MIN 38 SECONDS E 1042.78 FT TO POB EX AT & S F RR R/W AND EX GREENSPOT RD (CC 12-28-88 #88-452526)

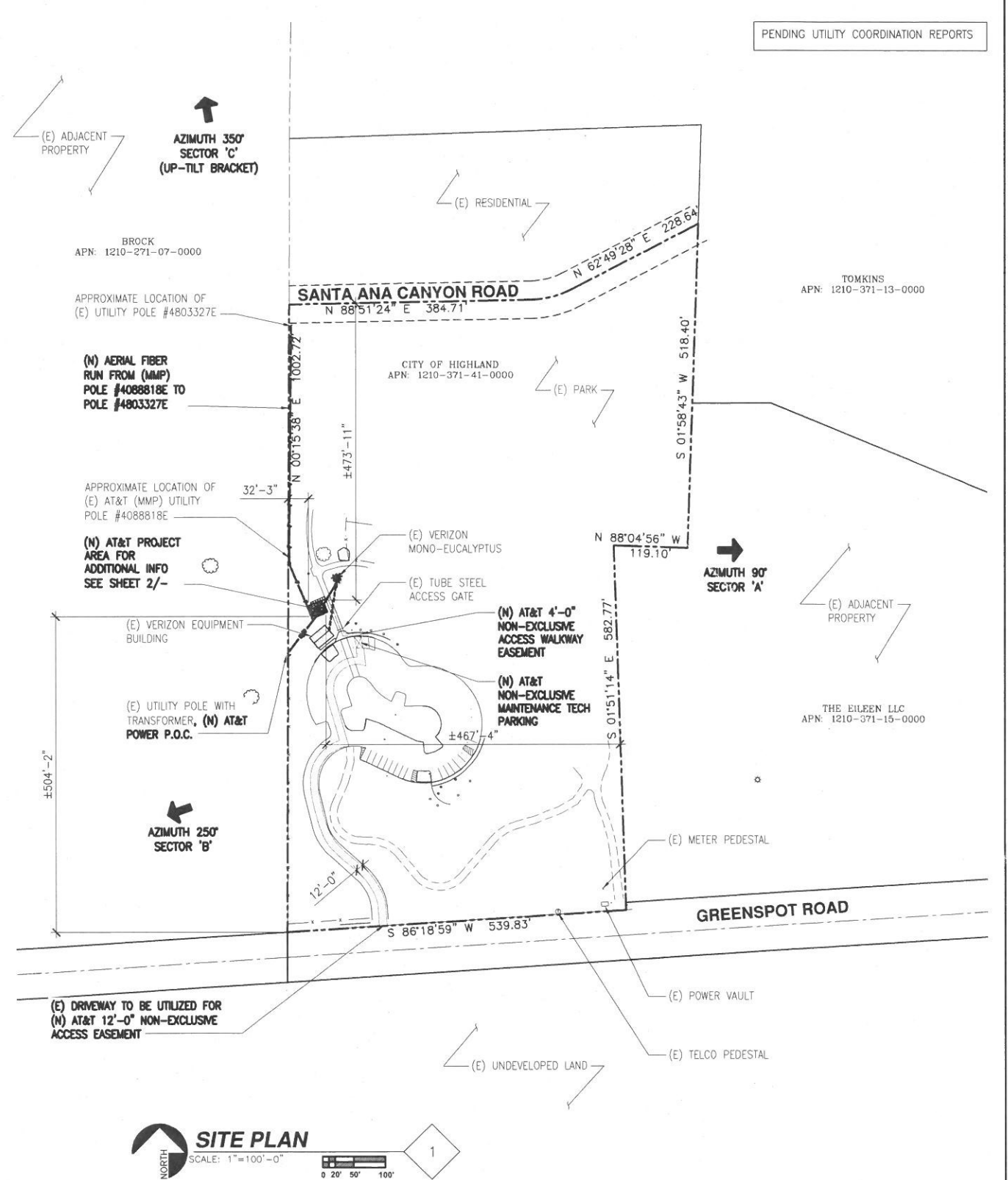
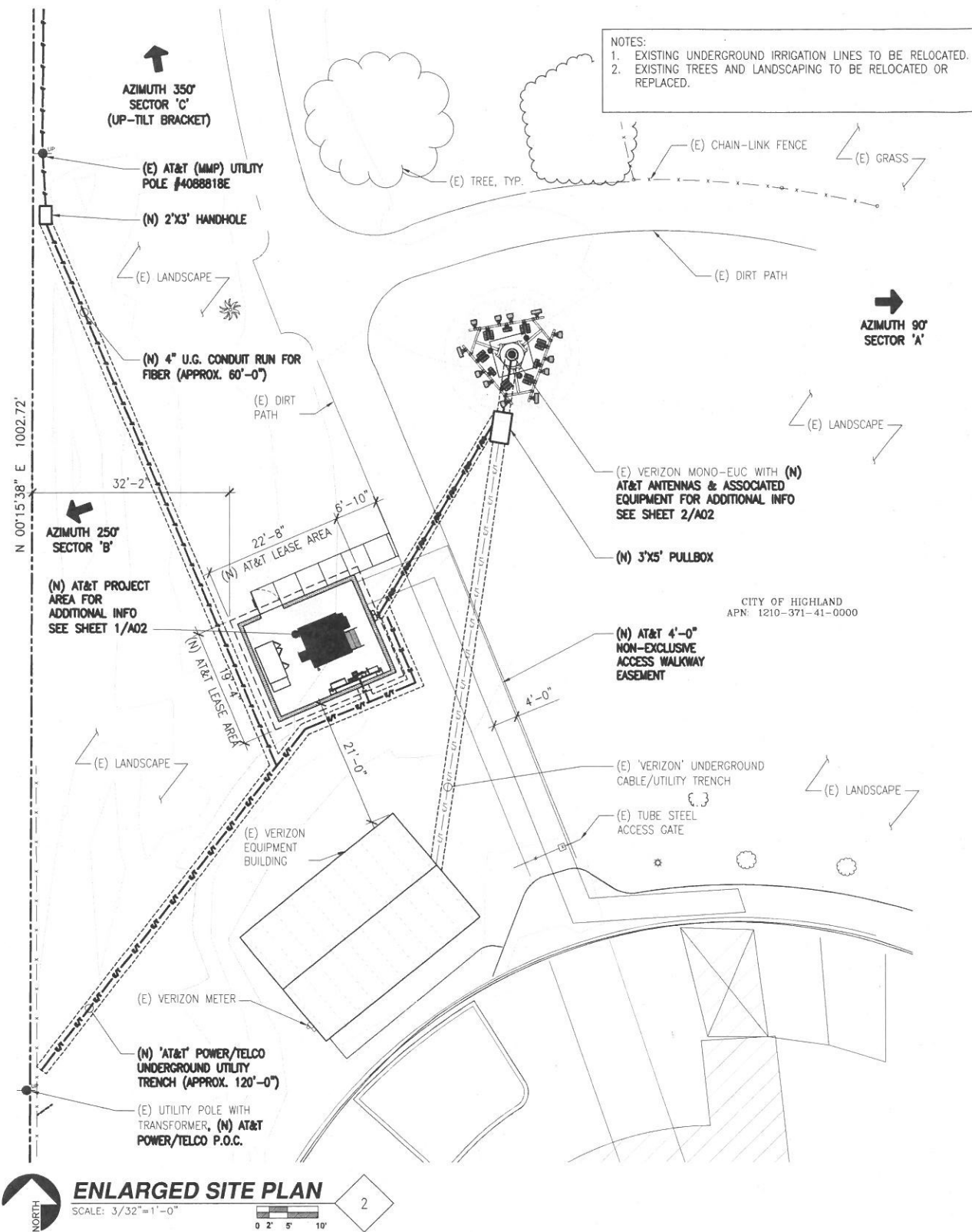
Exhibit "B"

(The Premises)

See attached.

**[TO BE INSERTED]**

UPRIGHT, BECHTEL INFRASTRUCTURE AND POWER CORPORATION 2015. THIS ITEM CONTAINS CONFIDENTIAL INFORMATION PROPRIETARY TO BECHTEL INFRASTRUCTURE AND POWER CORPORATION THAT IS NOT TO BE USED, DISCLOSED, OR REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT BECHTEL'S PRIOR WRITTEN PERMISSION. NOTWITHSTANDING THE ABOVE, AT&T MOBILITY HAS THE RIGHT TO USE THE INFORMATION CONTAINED IN THIS DOCUMENT PURSUANT TO CONTRACT 257739 BETWEEN BECHTEL INFRASTRUCTURE AND POWER CORPORATION AND AT&T MOBILITY. ALL RIGHTS RESERVED.



**DCI PACIFIC**  
A|E|C WORKS

ARCHITECTURE | ENGINEERING | CONSULTING  
26 EXECUTIVE PARK | SUITE 170  
IRVINE | CA 92614

CLV2534 (CSL02534) VERIZON COLO  
PACE#:MRLOS015257 | USID#:266429 | FA#:13014387

29624 GREENSPOT ROAD  
HIGHLAND, CA 92346



1452 EDINGER AVENUE, 3RD FLOOR  
TUSTIN, CA 92780

| NO.   | DATE     | REVISIONS                         | BY    | CHK | APP'D |
|-------|----------|-----------------------------------|-------|-----|-------|
| 0     | 07/01/20 | ISSUED FOR CONSTRUCTION/PERMIT    | RF    | BOK | DKD   |
| A     | 04/22/20 | ISSUED FOR CD REVIEW AND COMMENTS | RF    | BOK | DKD   |
| SCALE | AS SHOWN | DESIGNED                          | DRAWN |     |       |



AT&T MOBILITY  
TUSTIN, CA

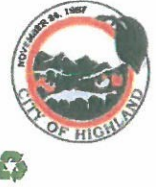
**SITE & ENLARGED SITE PLANS**

| JOB NO. | DRAWING NUMBER  | REV. |
|---------|-----------------|------|
|         | AA-CSL02534-A01 | 0    |

Exhibit "C"

Conditions of Approval

**[TO BE INSERTED]**



June 2, 2020

**Expiration Date: June 2, 2023**

Coastal Business Group, Inc.  
Attn: Jessica Grevin  
24310 Moulton Pkwy  
Suite O #1009  
Laguna Hills, CA 92637

**Subject:** Approval of Design Review Application (DRA 20-004); a request to co-locate a wireless telecommunication facility on an existing facility and construct a new equipment enclosure within Aurantia Park located at 29624 Greenspot Road, Highland, CA 92346.  
Assessor's Parcel Number: 1210-371-41.

Dear Ms. Grevin,

On June 2, 2020, the Highland Planning Commission approved your application, Design Review Application (DRA 20-004); a request to co-locate a wireless telecommunication facility on an existing facility and construct a new equipment enclosure within Aurantia Park located at 29624 Greenspot Road, Highland, CA 92346, subject to the modified conditions of approval attached.

If you have any questions, please contact me by email or telephone.

Sincerely,

Ash Syed  
Associate Planner  
[asyed@cityofhighland.org](mailto:asyed@cityofhighland.org)  
909-864-6861 Ext. 210

**Attachments:** Conditions of Approval

**Mayor**  
Larry McCallon

**Mayor Pro Tem**  
Penny Lilburn

**City Council**  
Jesse Chavez

**City Council**  
Anaeli 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](http://www.cityofhighland.org)



**ACCEPTANCE OF CONDITIONS**

June 2, 2020

Coastal Business Group, Inc.  
Attn: Jessica Grevin  
24310 Moulton Pkwy  
Suite O #1009  
Laguna Hills, CA 92637

Subject: Approval of Design Review Application (DRA 20-004); a request to co-locate a wireless telecommunication facility on an existing facility and construct a new equipment enclosure within Aurantia Park located at 29624 Greenspot Road, Highland, CA 92346.  
Assessor's Parcel Number: 1210-371-41.

Dear Ms. Grevin,

On June 2, 2020, the Highland Planning Commission approved your application, Design Review Application (DRA 20-004); a request to co-locate a wireless telecommunication facility on an existing facility and construct a new equipment enclosure within Aurantia Park located at 29624 Greenspot Road, Highland, CA 92346, subject to the conditions of approval.

In accordance with the Conditions of Approval, the applicant(s) is/are required to acknowledge acceptance of these conditions by signing and dating below, and returning the signed form to the City of Highland Planning Division before the approval becomes effective.

If you have any questions, please contact me by email at [asyed@cityofhighland.org](mailto:asyed@cityofhighland.org) or at (909) 864-6861 Ext. 210

Ash Syed  
Associate Planner

As the *applicant / owner* (for the above listed project, I understand, acknowledge, and agree to implement and comply with all conditions of approval attached.

Printed Name: David Bazargani

Title: Manager - Real Estate Administration

Signed: *D. Bazargani*

Date: 6/15/20

Attachment: Conditions of Approval

**Mayor**  
Larry McCallon

**Mayor Pro Tem**  
Penny Lilburn

**City Council**  
Jesse Chavez

**City Council**  
Anaali 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](http://www.cityofhighland.org)



**RESOLUTION NO. 20 – 002**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HIGHLAND, CALIFORNIA, APPROVING A DESIGN REVIEW APPLICATION (DRA 20-004); A REQUEST TO CO-LOCATE ON AN EXISTING WIRELESS TELECOMMUNICATION FACILITY AND CONSTRUCT A NEW EQUIPMENT ENCLOSURE WITHIN AURANTIA PARK AT 29624 GREENSPOT ROAD, HIGHLAND, CA 92346 (APN NO. 1210-371-41).**

**APPLICANT: AT&T**

**A. RECITALS**

1. On June 2, 2020, the Applicant submitted a Design Review Application (DRA 20-004) requesting to co-locate on an existing wireless telecommunication facility and construct a new equipment enclosure within Aurantia Park, located approximately 450-feet southeast of the Aplin Road and Santa Ana Canyon Road T-Junction.
2. The Site has a Zoning Designation of Open Space.
3. On June 2, 2020, the Planning Commission of the City of Highland, conducted a Public Hearing on the Subject Application.
4. All legal prerequisites to the adoption of this Resolution have occurred.

**B. RESOLUTION**

NOW THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Highland as follows:

1. The Planning Commission finds that all of the facts set forth in the Recitals, Part "A" of this Resolution, are true and correct.
2. The City of Highland Planning Commission after due consideration, inspection, investigation and study made by itself and on its behalf, and after due consideration of all evidence and reports offered at said hearing, including the staff report to the Planning Commission dated June 2, 2020, and which is incorporated herein by this reference, does find and determine the following facts:
  - a. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Highland.

3. Design Review Application Findings of Fact (DRA 20-004):

- a. The proposed use is permitted within the subject district pursuant to the provisions of this section, and complies with all of the applicable provisions of this title; and is consistent with the goals, policies, and objectives of the Highland General Plan, and the applicable development policies and standards of the city.

Response: The project is located within Open Space (OS) zone and the co-location consists of adding a camouflaged antenna array at the 49-foot height level of a 74-foot tall mono-eucalypts wireless communication tower. As specified within Table 16.28.020.A of the Highland Municipal Code, wireless communications facilities are permitted within Open Space (OS) zones, and subject Municipal Code Chapter 16.45 review requiring a design review application.

In addition, the City has reviewed the application and conditions of approval have been included to ensure compliance with applicable development policies and standards of the city.

- b. The proposed use would not impair the integrity and character of the district in which it is to be established or located.

Response: AT&T is proposing a modification of the Verizon Wireless facility for the co-location of their equipment on the allotted space below the Verizon panel antennas. Additionally, since the AT&T wireless communication related equipment will not fit in the current 22' x 32' x 8' equipment area leased to Verizon from the city, AT&T is proposing a separate 17'4" x 20'8" x 8' ft lease area for their equipment, approximately 35-feet southwest of the tower. The AT&T antennas on this proposed co-location have a maximum diameter of 10-feet, a design that allows the antennas to remain inconspicuous and within the 12-foot diameter of the mono-eucalypts design. No significant impacts to the existing visual character, or quality of the site and its surroundings would occur as a result of the proposed project. Conditions of approval have been placed on the project to ensure the proposal would not impair the integrity, or character of the proposed district in which it is to be established.

- c. The site is suitable for the type and intensity of use or development which is proposed.

Response: The site is suitable for the type and intensity for continued use of the wireless telecommunication facility and future co-location. The proposed use is permitted within the Open Space Zoning District. The Highland Municipal Code Chapter 16.45 in fact encourages multiple wireless carriers to co-locate on available existing telecommunication facilities. Conditions have been placed on the project to ensure any potential impacts will be mitigated.

- d. There are adequate provisions for water, sanitation, and public utilities and services to ensure public health and safety.

Response: There are adequate water, public utilities and services in the vicinity of the Project to serve the proposed use and services to ensure public health and safety.

- e. The proposed use will not be detrimental to the public health, safety, or welfare, or materially injurious to properties and improvements in the vicinity.

Response: Federal Communications Commission (FCC) rules require transmitting facilities to comply with Radio Frequency (RF) Exposure Guidelines. The limits established in the guidelines are designed to protect the public health with a very large margin of safety. The proximity of the wireless tower, though close to neighboring properties, is constructed to appropriate safeguard standards of the Highland Municipal Code. The proposed project will be construction in compliance with building codes and conditioned so that it will not be detrimental to the public health, safety or welfare, or materially injurious to properties and improvement in the vicinity.

- f. The proposed use would not result in a significant effect on the environment.

Response: This project is Categorically Exempt from environmental proceedings under the California Environmental Quality Act (CEQA) guidelines pursuant to Section 15301, Class 1 – Existing Facilities. This consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, including but not limited to:

- 1) Additions to existing structures provided that the addition will not result in an increase of more than:

- a) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less.

- 5. Based on the Findings of Fact and Conclusions set forth above, the Planning Commission approves Design Review Application (DRA 20-004) to allow the co-location of AT&T's antenna array on the existing Verizon wireless telecommunication facility and construction of a new equipment enclosure within Aurantia Park.

C. ADOPTION OF RESOLUTION.

The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this 2<sup>nd</sup> day of June, 2020.

ATTEST:

  
\_\_\_\_\_  
Randall Hamerly, Chairman  
Planning Commission

  
\_\_\_\_\_  
Lawrence A. Mainez  
Community Development Director

## CONDITIONS OF APPROVAL

Date: June 2, 2020  
File: Design Review Application (DRA 20-004)  
Applicant: AT&T  
Proposal: Request to co-locate on an existing wireless telecommunication facility and construct a new equipment enclosure within Aurantia Park.

Location: 29624 Greenspot Road, Highland, CA 92346  
APN No. 1210-371-41

**Note:** These Conditions are part of an overall set that may include, but are not limited to, Planning, Fire Department and Building and Safety Conditions of Approval. All required on-site and off-site improvements shall be completed and approved prior to final inspection for occupancy unless otherwise stated herein.

The Design Review Application has been conditionally approved, subject to compliance with the requirements as specified below. The Conditions listed below are continuing Conditions. Failure of the Applicant and/or operator to comply with any or all of said Conditions at any time shall result in the revocation of the Permit granted to use the property.

### Planning

1. This Design Review Application shall become null and void:
  - a. Unless all conditions have been complied with and the occupancy or use of the land or structures authorized by this Design Review Application have occurred within thirty-six (36) months from the approval date of this Design Review Application, this Application shall expire and become null and void without further action by the City of Highland.
  - b. Where circumstances beyond the control of the Applicant cause delays which do not permit compliance within the time limitation established in this Section, the Planning Commission may grant an extension of time for a period not to exceed an additional thirty-six (36) months. An application for an extension of time must be set forth in writing, stating the basis for the extension, and must be filed with the Planning Division a minimum of thirty (30) calendar days prior to the expiration of the Design Review Application. Such an application shall be filed together with the City's processing fee, as established by the City Council.
2. The subject property shall be developed in accordance with plans and materials approved by the Planning Commission on June 2, 2020, on file with the City of Highland Planning Division, and shall be in compliance with all conditions of approval contained herein.

3. The operator of the project site shall submit to the Planning Division written evidence of agreement with all conditions of this approval before the approval becomes effective. Plan check cannot begin prior to receipt of this signed documentation.
4. Design Review Application No. 20-004 shall allow for the co-location of AT&T antenna array on the existing Verizon wireless telecommunication facility within Aurantia Park. The request is to co-locate twelve (12) new 8-foot long AT&T panel antennas on the existing Verizon Wireless tower at the 49-foot height level. The proposal also includes the installation of a new AT&T equipment enclosure approximately 35-feet southwest of the existing tower.
5. The installation of the new 20'8" x 17'4" AT&T equipment enclosure shall replicate the design, materials, and color of the nearby Verizon equipment building.
6. The design of the AT&T equipment building shall include a roof similar aesthetically to the nearby Verizon equipment building but may be retrofitted with a permeable material to allow for heat dissipation if necessary.
7. No expansion of use beyond the scope and nature described in the application (DRA 20-004), which would tend to increase the projected scale of the project, shall be permitted except upon application for, and approval of, modification of this application in compliance with all procedures and requirements therefore.
8. The tower and associated facilities shall not bear any signs or advertising devices other than certification, warnings or other required seals, and legally required signage.
9. Revisions, modifications, and/or deletions to the approved plans shall be submitted to the Planning Division for review and approval. Revisions, modifications and/or deletions may require additional review by the Planning Commission.
10. In compliance with the Highland Municipal Code, the Applicant/Owner shall agree, at his/her sole cost and expense, to defend, indemnify, and hold harmless, the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third-party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Commission, or other decision-making body, including staff, concerning this project. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the Applicant/Owner of his/her obligations under this condition.
11. Prior to the start of operations (activation of the wireless facility), the operator

shall obtain any necessary permits. The operator shall arrange for a final inspection by representatives of the Planning Division, Building Division, and Fire Department prior to the start of operations (activation of the wireless facility).

12. The wireless communication facility shall be considered abandoned and shall be promptly removed if it ceases to provide wireless communication services for at least 180 days. Such removal shall be in accordance with proper health and safety requirements and all Ordinances, rules and regulations of the City.
13. All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.
14. The operator shall be responsible for the regular maintenance of the communications site, antenna, and any associated equipment, including, but not limited to, clearing brush and rubbish and maintaining the premises free of graffiti. If graffiti is present, it shall be removed within 48 hours of its appearance or upon notification to the applicant. The operator shall also ensure the facility maintains its appearance and shall repair the facility as necessary. Any request by the City to replace and/or repair aesthetic aspects of the facility shall be completed within 120 days.
15. Construction activities shall be restricted to weekdays and Saturdays between 7:00 a.m. and 7:00 p.m. only. No construction, other than interior finish work shall be conducted any time on Sundays. Construction equipment shall be muffled in accordance with manufacturer's specifications.
16. The Applicant shall install permanent emergency contact information on the exterior of the equipment identifying the name of the wireless carrier and contact phone number. A note shall be added to the plans describing the details of this permanent identification.
17. Prior to the start of construction on the wireless communication facility disguised as a mono-eucalyptus tree or construction of the new AT&T wireless equipment facility, a formal lease agreement between the applicant and the City of Highland must be signed into effect.
18. If cultural resources are discovered during project construction, all work in the area of the find shall cease, and a qualified archaeologist shall be retained by the Project sponsor to investigate the find, and to make recommendations on its disposition. If human remains are encountered during construction, all work shall cease and the San Bernardino County Coroner's Office shall be contacted pursuant to Health and Safety Code provisions.

#### **Building and Safety Department**

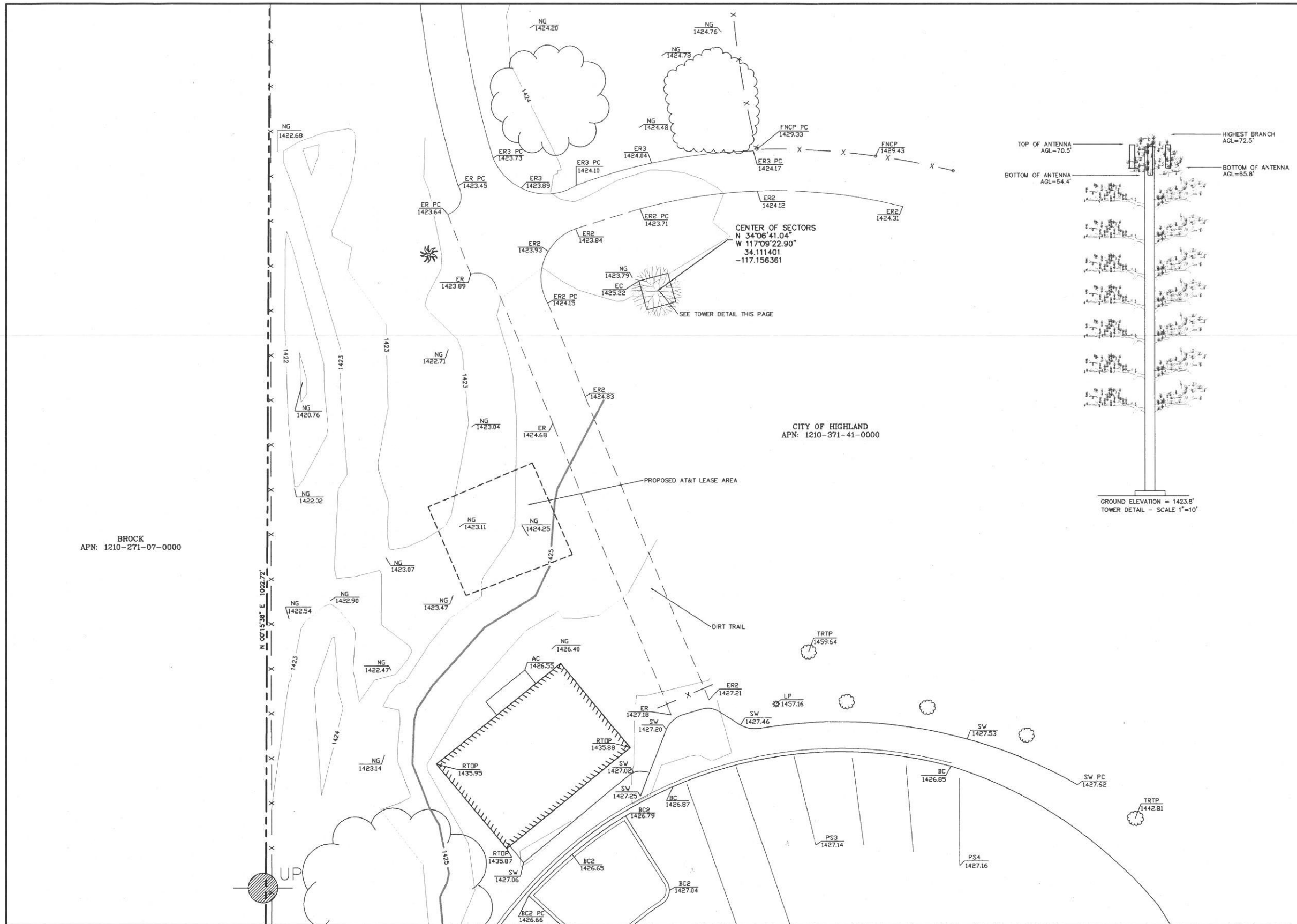
19. Submit construction plans for review and approval prior to permit issuance.



Exhibit "D"

(Survey)

**[TO BE INSERTED]**



### LEGEND

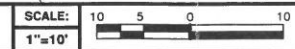
These standard symbols will be found in the drawing.

- IRRIGATION VALVE
- LIGHT POLE
- MONUMENT FOUND
- TELEPHONE MANHOLE
- TELEPHONE PED
- TOP OF ANTENNA
- TREE DECIDUOUS
- UTILITY POLE
- WATER VALVE
- BC BOTTOM OF CURB
- ELCB ELECTRICAL CABINET
- ELVA ELECTRICAL VAULT
- LP LIGHT POLE TOP
- MONO MONOPINE TOP
- NG GROUND SPOT ELEVATION
- PS PAINT STRIPING
- RTOP ROOF TOP
- SW SIDEWALK
- TC TOP OF CURB
- TOA TOP OF ANTENNAS / BRANCHES
- TRTP TREE TOP DECIDUOUS
- BOUNDARY LINE
- CENTER LINE
- MISC. PROPERTY LINE
- MISC. TIE LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- FENCE LINE
- BUILDING EDGE
- OVERHEAD WIRES

### LEGEND

- 1) This is not a boundary survey. This is a specialized topographic map. The property lines and easements shown hereon are from record information as noted hereon. Floyd Surveying translated the topographic survey to record information using the two found monuments shown hereon. No title research was performed by Floyd Surveying.
- 2) Any changes made to the information on this plan, without the written consent of Floyd Surveying relieves Floyd Surveying of any and all liability.
- 3) These drawings & specifications are the property & copyright of Floyd Surveying & shall not be used on any other work except by agreement with the Surveyor. Written dimensions shall take preference over scaled & shall be verified on the job site. Any discrepancy shall be brought to the notice of the Surveyor prior to commencement of any work.
- 4) Field survey completed on March 20, 2019

### DETAIL SITE PLAN



### GENERAL NOTES

SHEET TITLE SHEET NUMBER

**FLOYD SURVEYING**  
34006 GALLERON STREET  
TEMECULA, CA 92592  
OFFICE: (949) 200-0626  
EMAIL: fsl@floydsurveying.com

**DCI PACIFIC**  
**A|E|C WORKS**

ARCHITECTURE | ENGINEERING | CONSULTING  
32 EXECUTIVE PARK | SUITE 110 | IRVINE | CA 92614  
T 949.475.1000 | 949.475.1001 F

CSL02534

29624 GREENSPOT ROAD  
HIGHLAND, CA 92346

**at&t**  
Mobility  
1452 EDINGER AVENUE, 3RD FLOOR  
TUSTIN, CA 92780

| NO.   | DATE     | REVISIONS                   | BY    | CHK | APP'D |
|-------|----------|-----------------------------|-------|-----|-------|
| 3     | 7/30/20  | LEASE AREA                  | DAF   | DAF | DAF   |
| 2     | 9/28/19  | ADDITIONAL TOPO             | DAF   | DAF | DAF   |
| 1     | 5/31/19  | ADDITIONAL TOPO             | DAF   | DAF | DAF   |
| 0     | 3/22/19  | ISSUED FOR ZONING SUBMITTAL | DAF   | DAF | DAF   |
| NO.   | DATE     | REVISIONS                   | BY    | CHK | APP'D |
| SCALE | AS SHOWN | DESIGNED                    | DRAWN |     |       |



**TOPOGRAPHIC SURVEY** **B02**



# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** September 8, 2020

**FROM:** Joseph A. Hughes, City Manager

**REVIEWED BY:** Lawrence A. Mainez, Community Development Director *Lamy*

**PREPARED BY:** Salvador Quintanilla, Associate Planner *SNQ*

**SUBJECT:** Dennis Johnson Memorial Bench, Monument, and Tree

**LOCATION:** At Streater Trailhead, located south of Base Line at the southwest corner of Church Street and Lemon Street (see Attachment No. 1).

**RECOMMENDATION:** The Public Facilities Subcommittee recommends that the City Council apply monetary donations received from the friends and family of Dennis Johnson (to date \$1,220) for the purchase and installation of a monument to be located near the Streater trailhead (Southwest corner of Church Street and Lemon Street).

**FISCAL IMPACT:** Donations in the amount of \$1,220 and minor Public Works staff time will be expended to purchase a new bench, California Oak Tree, concrete monument plaque and installation of concrete supports for the new bench and the monument pedestal and the installation of the California Oak Tree.

**PUBLIC NOTICE:** The City Council agenda was posted at the three designated locations per City Council Policy and on the City's website. No further noticing required.

**BACKGROUND:** On July 6, 2020, Community Trails Committee member Dennis Johnson passed away. Mr. Johnson will be remembered for being the first mayor of the City of Highland and being an instrumental part in the formation of the City of Highland. Therefore, family and friends of Dennis Johnson have been donating funds to the City in his honor to be used for a memorial in the City.

|                                         |               |                                             |                           |
|-----------------------------------------|---------------|---------------------------------------------|---------------------------|
| Approved _____                          | Motion _____  | Second _____                                | Agenda Item No. <u>14</u> |
| Denied _____                            | Ayes _____    |                                             |                           |
| Continued _____                         | Noes _____    |                                             | File No. _____            |
| Tabled _____                            | Abstain _____ |                                             |                           |
|                                         | Absent _____  |                                             |                           |
| <i>BA Hughes</i><br>_____<br>City Clerk |               | <i>[Signature]</i><br>_____<br>City Manager |                           |

At the August 25, 2020, Public Facilities Subcommittee meeting, Staff presented the proposal to install a metal bench that would be approximately six-foot (6) long. Additionally, Dennis Johnson had a passion for growing Oak Trees; therefore staff recommends installing a mature 24" box California Oak Tree in close proximity to the bench. Finally, staff recommends installing a monument with a plaque adjacent to the bench. The plaque will read the following:

*"In Memory of Dennis Johnson  
Founding Father  
November 5, 1939 – July 6, 2020*

*A respected and conscientious community leader. He was instrumental in the formation of the City of Highland. He became the first Mayor of the City of Highland in 1987 and served many years on the City Council. He was an integral part of the Highland Trails Committee. In January 2019, Dennis was honored with the title of Highland's Citizen of the Year."*

Attachments:

Attachment No. 1 – Conceptual Memorial Design and Location - Streater Trialhead  
Attachment No. 2 – Illustration of the Proposed Plaque

**Attachment No. 1**

**Conceptual Design and Location – Streater Trailhead**



Total Donations Received to date is \$1,220



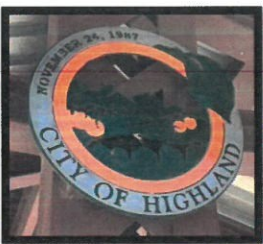
Install Dennis Johnson memorial bench, selected by the Family. Cost \$500

Remove Existing Tree and Replace with new 24" Box mature California Oak Tree OR Install a 18" home grown Oak Tree from Dennis Johnson home. Cost \$150

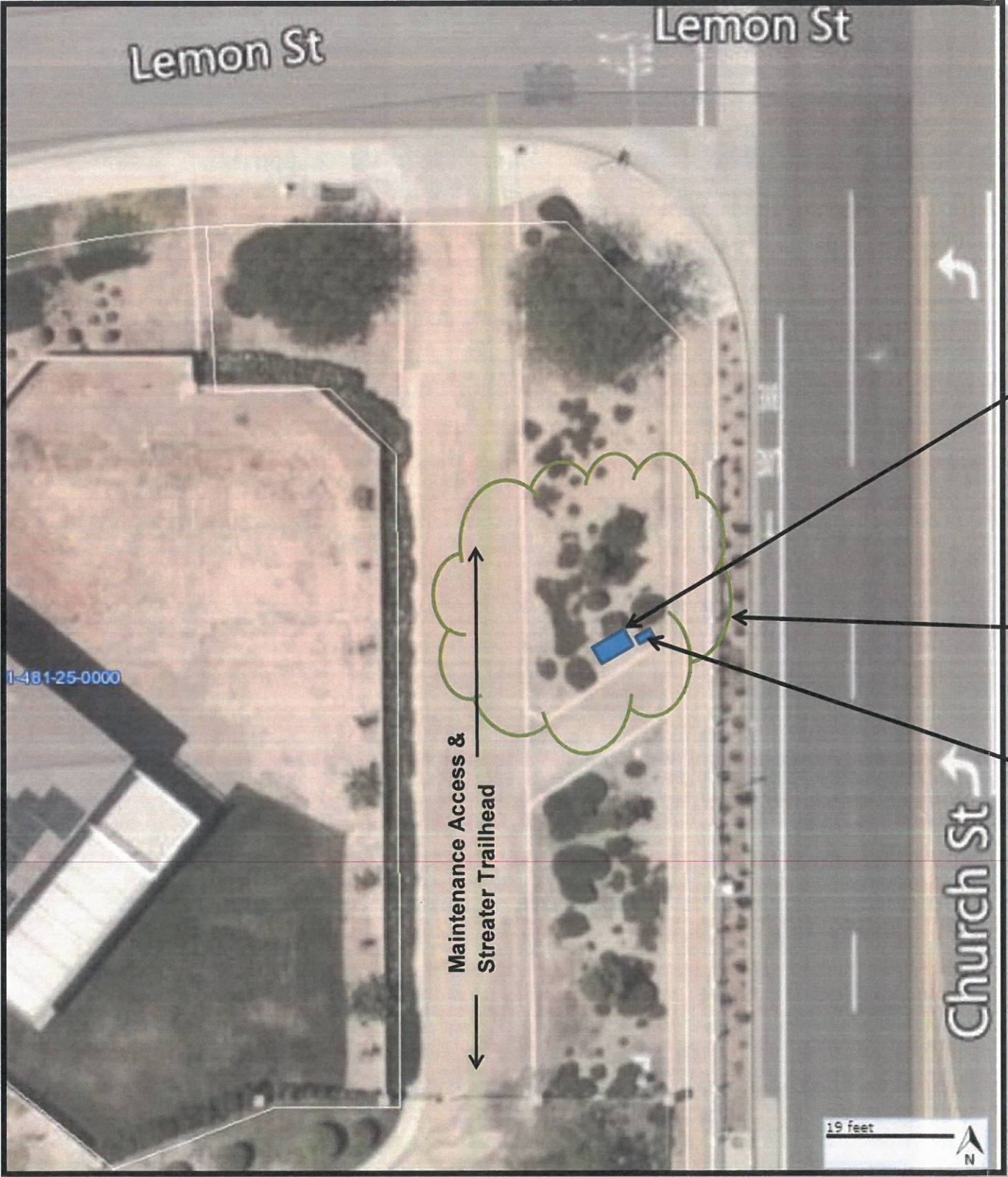
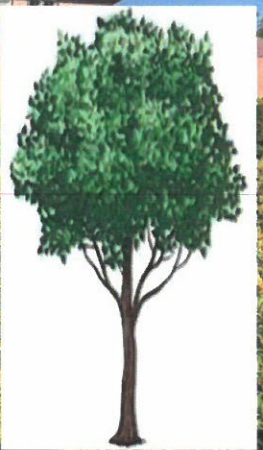
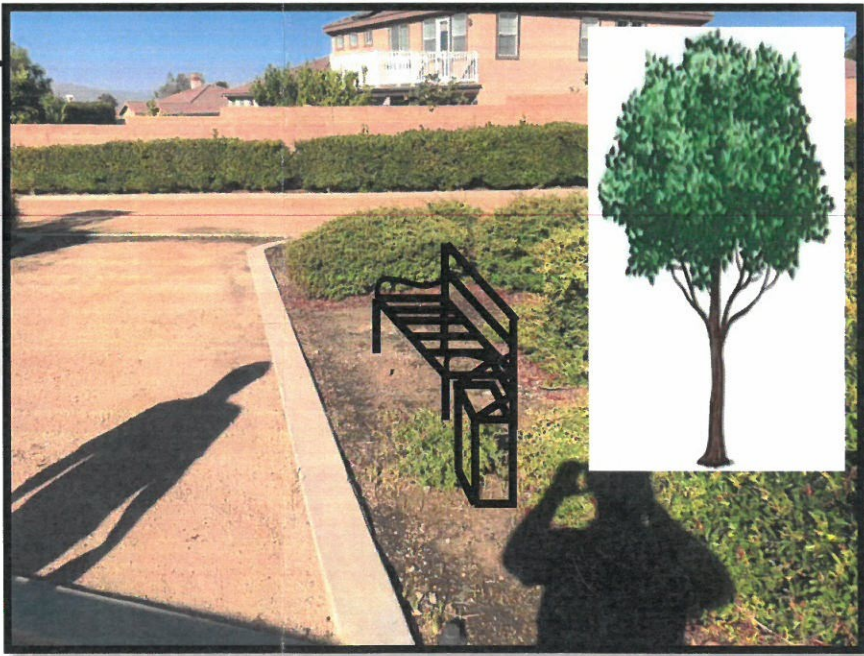
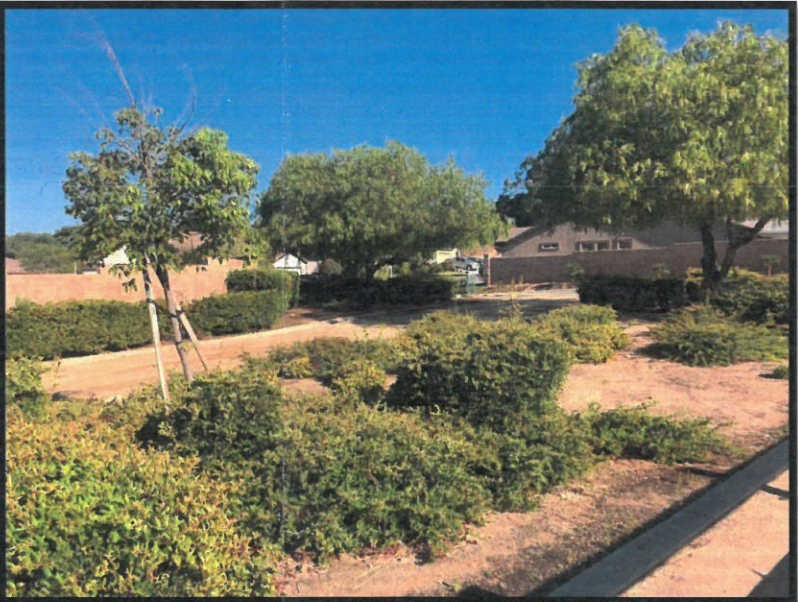
Install Dennis Johnson monument with City logo



Cost \$500 - \$1,000



Cost \$500 - \$750.





## **Attachment No. 2**

### **Illustration of the Proposed Plaque**





In Memory of  
Dennis Leonard Johnson  
*"Founding Father"*



November 5, 1939 - July 6, 2020

A respected and conscientious community leader. He was instrumental in the formation of the City of Highland. He became the first Mayor of the City of Highland in 1987 and served many years on the City Council. He was an integral part of the Highland Trails Committee. In January 2019, Dennis was honored with the title of Highland's Citizen of the Year.





# STAFF REPORT

## TO THE CITY COUNCIL

**MEETING DATE:** September 8, 2020

**FROM:** Joseph Hughes, City Manager

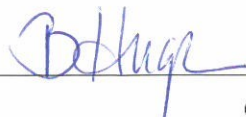
**PREPARED BY:** Lawrence A. Mainez, Community Development Director 

**SUBJECT:** Review of the City's Planning Commission Recruitment and Appointment Process.

**RECOMMENDATION:**

The Planning Commission Adhoc Committee recommends the City Council consider implementing the following Actions related to the City's Planning Commission recruitment and appointment process:

1. Institute a public interview process for all Planning Commission applicants during a regularly scheduled City Council hearing;
2. Add a short summary of the roles and responsibilities of the Planning Commission to future Notices of Vacancy;
3. Require all Planning Commissioners attend a mandatory roles and responsibilities training conducted by the City Attorney and Community Development Director during a regularly scheduled Planning Commission meeting; and,
4. Reboot the current Planning Commission appointments effective immediately and direct the City Clerk to publish a Notice regarding Planning Commission recruitment and direct the Community Development Director to invite the current Planning Commissioners to participate in the reboot and interview process.

|                                                                                                   |               |                                                                                                      |                           |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|---------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>15</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                           |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____            |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                           |
|                                                                                                   | Absent _____  |                                                                                                      |                           |
| <br>City Clerk |               | <br>City Manager |                           |

**FISCAL IMPACT:** No significant fiscal impacts are anticipated as a result of the Planning Commission Adhoc Committee's recommendations, and only minor costs associated with the publishing of a notice for applications in the local newspaper.

**PUBLIC NOTICE:** As required by the City Council Resolution, the Agenda was posted at three designated locations per Council Resolution. Additionally, the Agenda was posted on the City's Website.

**BACKGROUND:** On December 10, 2019, the City Council created the Planning Commission Adhoc Committee (Councilmembers Penny Lilburn and Larry McCallon). On January 13, 2020, the Planning Commission Adhoc Committee held its first meeting with staff. At that meeting the Adhoc Committee requested staff bring back to the Adhoc Committee the attendance record for the existing Planning Commission members. In addition, in light of the Planning Commission recent reorganization (Ordinance No. 440 – High Priority, City Council Work Program Item 19/20) the Adhoc Committee directed staff to come up with ideas that could improve the selection process for future Planning Commissioner appointments and also improve the Planning Commission function and participation. On July 2, 2020, the Planning Commission Adhoc Committee held its second meeting with staff and suggested recommendations which are highlighted below in the Discussion section.

## **DISCUSSION:**

1. Institute a public interview process for all Planning Commission Applicants during a regularly scheduled City Council hearing.

This suggestion is a great way for the City Council and Staff to meet the Applicants and interact during a public forum prior to making a nomination(s). Giving the Applicants this opportunity to introduce themselves could also reveal how the Applicant(s) will conduct themselves with staff and the public during a Planning Commission public hearing, help reveal some of their strengths and weaknesses (i.e. how an applicant handles stressful situations and comments during a public hearing), and highlight their vision for the City of Highland. Everyone gets nervous and not everyone is a proficient public speaker, but a public interview process can help the City Council go beyond the paper application by meeting the person behind the application and commending them for their willingness to volunteer for the City of Highland. (see **Attachment A** – Public Service Application with recommended edits by the Planning Commission Adhoc Committee illustrated in red).

2. Add a short summary of the roles and responsibilities of the Planning Commission to future Notices of Vacancy/Recruitment.

The current vacancy notices published by the City do not include a short summary of the roles and responsibilities of the Planning Commission. The Planning Commission Adhoc Committee is recommending a short summary be included to help the general public understand the responsibilities of the City's Planning Commission. The following are excerpts from the City's recently amended Municipal Code related to the Planning Commission's new Roles and Responsibilities that could be included in all future Notices, as well as the requirement for the FPPC Form 700 and AB1234 (see **Attachment B** – sample Notice with recommended edits by the Planning Commission Adhoc Committee).

*"The City of Highland Planning Commission serves at the discretion of the City Council, and it has duties as provided in the City's Municipal Code and State laws. The Commission is required to meet on the first and third Tuesdays of each month commencing at 6:00 p.m. unless meeting is cancels and/or rescheduled by the Community Development Director. The Commission is authorized to determine if projects are consistent with the City's General Plan, meet the City's Land Use and Development Code standards and guidelines, to approve or deny applications for design review, and to impose reasonable conditions upon such approval subject to requirements for open space, screening, and buffering of the adjacent properties, fences and walls, requirements for installation and maintenance of landscaping and erosion control measures, regulations of signs, grading requirements, regulations for hours of operations, establishment of development schedules or time limits for performance and completion of improvements, and such other matters the Commission may deem necessary to ensure compatibility with surrounding uses; to preserve the public health, safety, and general welfare; and to enable the Commission to make findings necessary for approval. The Commission is also responsible for reviewing public trails systems as part of entitlements and development applications. The Commission serves as the City's Appeals Board and Building Appeals Board, and presides over administrative hearings involving municipal code or state code violations cited by the City or authorized enforcement officer. The Commission also reviews and approves new street names for new development and/or housing tracts.*

*The City of Highland Planning Commissioners are also required to complete the Statement of Economic Interests Form 700 annually, and every two (2) years (pursuant to AB1234) complete a two (2) hour minimum ethics training course."*

3. Require all Planning Commissioners attend a mandatory roles and responsibilities training conducted by the City Attorney and Community Development Director during a regularly scheduled Planning Commission meeting.

Staff has been preparing to conduct a comprehensive training workshop with the Planning Commission in coordination with the City Attorney's office. This training was anticipated after the City Council's adoption of Ordinance No. 440 in November 2019, which reorganized the Planning Commission's roles and responsibilities. The training will cover the basics, such as the Brown Act and Robert's Rules of order, but will also focus on the fundamentals of conducting a public nuisance hearing and appeals board hearing. Due to the legal weight that the Planning Commissioner's decisions have on land use determinations and appeals, it is staff's and the Planning Commission Adhoc Committee's opinion that all current and future Planning Commissioners be required to attend this type of training workshop. The training workshop will be conducted during a regular scheduled Planning Commission public meeting date and time.

4. Reboot the current Planning Commission appointments effective immediately.

Recently one of the Planning Commission Members attended a City Council meeting to drop off their Form 700 to the City Clerk, and a couple of Council Members asked staff who that person was. This brings up the question of whether there is a need for City Council to know the person(s) they have appointed to serve as a Highland Planning Commissioner (and part of the City's Planning Agency). That being said, the Planning Commission Adhoc Committee is recommending the City Council implement item 1 above immediately and include the current Planning Commission members in that process. This could be accomplished by publishing a Notice to recruit service applications and invite the current Planning Commissioners to reapply and participate in the new recruitment and appointment process ("reboot"). This can be considered a "reboot" of the Planning Commission appointments in light of the recent Planning Commission reorganization per Ordinance No. 440. In the event this recommendation is the desire of the City Council, at a dually noticed City Council hearing all newly appointed Planning Commissioner's names would be placed in a box and blindly drawn by the City Clerk to determine the Commissioners' appropriate terms (i.e. 2 members to serve out the remaining May 2021 term, and 3 members to serve out the remaining May 2023 term).

**ATTENDANCE:**

Per the request of the Adhoc Committee, please find attached the 2019 and current 2020 Planning Commission Attendance Record (see **Attachment C** – 2019 and 2020 Attendance Record).

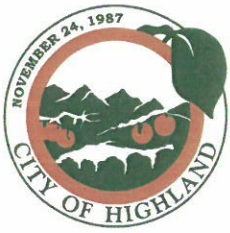
The Planning Commission Adhoc Committee recommends the City Council consider implementing the Actions listed above.

**ATTACHMENTS:**

- A. Public Service Application
- B. Sample Notice and copy of Ordinance 440.
- C. 2019 and 2020 Planning Commission Attendance Record.



**ATTACHMENT A -**  
Service Application



**For Office Use Only:**

Expires: \_\_\_\_\_

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### **PUBLIC SERVICE APPLICATION**

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, will have to submit an FPPC Statement of Economic Interests form and complete an ethics training course pursuant to AB 1234.

#### **BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:**

- ☐ Community Trails Committee (see attached roles and responsibilities)
- ☐ Historic and Cultural Preservation Board (see attached roles and responsibilities)
- ☐ Planning Commission (see attached roles and responsibilities)

#### **PERSONAL INFORMATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

How long have you resided in Highland? \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Work phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Occupation/Employer: \_\_\_\_\_

Employer address: \_\_\_\_\_

Position held: \_\_\_\_\_

Available for meetings:    ☐ Daytime                      ☐ Evenings                      ☐ Both

**INTEREST IN THE POSITION:**

What are your principal areas of interest in your City Government?

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Education, training or special knowledge which might be relevant to this appointment:

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Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

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Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☐ No

If so, please list the name and dates served:

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**REMARKS:**

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

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SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

☐ Check box to confirm you have read the attached roles and responsibilities related to the committee, board, or commission you are apply for.

**When you have filled out this application please return it in person or mail to:**

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

**This application will be kept on file for a period of one (1) year from the date signed.**



## **ROLES AND RESPONSIBILITIES**

**COMMUNITY TRAILS COMMITTEE:** The Community Trails Committee is required to meet at least once per year on the second Thursday of February to select a chairman and vice chairman of the committee, and the time, manner, and location of meetings thereafter shall be on an as-needed basis as determined by the Community Development Director. The Community Trails Committee works with the Community Development Director and recommends priorities for public trails development, improvements, and maintenance for budget consideration and grant funding. The Committee encourages citizen involvement in the use, development and maintenance of trails, and receives input from members of the public about public trials-related matters. The Committee members are required to complete the Statement of Economic Interests Form 700 annually, and every two (2) years (pursuant to AB1234) complete a two (2) hour minimum ethics training course.

**HISTORIC AND CULTURAL PRESERVATION BOARD:** The Historic and Cultural Preservation Board is required to meet at least once per year on the first Thursday of February to select a chairman and vice chairman of the Board, and the time, manner, and location of meetings thereafter shall be on an as-needed basis as determined by the Community Development Director. The Board shall be familiar with surveys of cultural heritage resources within the City and its sphere of influence, and periodically update and publish results; be familiar with local register of designated cultural resources consistent with the National Register of Historic Places criteria; recommend the designation of cultural resources, including properties, landmark sites, landmark and historic districts to the City Council; adopt prescriptive standards to be used by the board in reviewing applications for permits to construct, change, alter, modify, remodel, remove, or significantly affect any designated cultural resource; recommend to the Community Development Director, Planning Commission and City Council criteria and guidelines for historic preservation; when requested by the City Council, review and comment upon the impact of land use, housing, redevelopment, municipal improvement programs, and other types of planning and programs undertaken by any agency of the City, County, or State, as they relate to the survey results and cultural resources of the community; investigate and make recommendations to the City Council on the use of various federal, state, local, or private funding sources and mechanisms available to promote cultural and historical preservation in the City; approve or disapprove, in whole or in part, and approve with conditions, applications for certificate of appropriateness or certificate of economic hardship; provide the opportunity for direct public participation in all board responsibilities including the surveys and review process; participate in, promote, and conduct public information, educational, and interpretative programs pertaining to cultural resources preservation (such as, but not limited to, the City's Annual Citrus Harvest Festival); and perform such other functions as may be delegated from time to time to the Historic and Cultural Preservation Board by the City Council. The Board members are required to complete the Statement of Economic Interests Form 700 annually, and every two (2) years (pursuant to AB1234) complete a two (2) hour minimum ethics training course.

**PLANNING COMMISSION:** The City of Highland Planning Commission serves at the discretion of the City Council, and it has duties as provided in the City's Municipal Code and State laws. The Commission is required to meet on the first and third Tuesdays of each month commencing at 6:00 p.m. unless meeting is cancels and/or rescheduled by the Community Development Director. The Commission is authorized to determine if projects are consistent with the City's General Plan, meet the City's Land Use and Development Code standards and guidelines, to approve or deny applications for design review, and to impose reasonable conditions upon such approval subject to requirements for open space, screening, and buffering of the adjacent properties, fences and walls, requirements for installation and maintenance of landscaping and erosion control measures, regulations of signs, grading requirements, regulations for hours of operations, establishment of development schedules or time limits for performance and completion of improvements, and such other matters the Commission may deem necessary to ensure compatibility with surrounding uses; to preserve the public health, safety, and general welfare; and to enable the Commission to make findings necessary for approval. The Commission is also responsible for reviewing public trails systems as part of entitlements and development applications. The Commission serves as the City's Appeals Board and Building Appeals Board, and presides over administrative hearings involving municipal code or state code violations cited by the City or authorized enforcement officer. The Commission also reviews and approves new street names for new development and/or housing tracts. The City of Highland Planning Commissioners are also required to complete the Statement of Economic Interests Form 700 annually, and every two (2) years (pursuant to AB1234) complete a two (2) hour minimum ethics training course.

(Form Updated: August 2020)

**ATTACHMENT B -**

Sample Notice and copy of Ordinance No.440



# SAMPLE

## NOTICE OF THE HIGHLAND CITY COUNCIL REGARDING \_\_#\_\_ VACANCIES ON THE PLANNING COMMISSION

The City of Highland Planning Commission consists of five residents and meets twice monthly for the consideration of Planning Division Applications. On \_\_\_\_, 20\_\_, the City Council declared \_\_#\_\_ vacancies on the Planning Commission. The City Council is tentatively scheduled to make the appointment at their meeting on \_\_\_\_, 20\_\_. The term of office for these vacancies will expire \_\_\_\_, 20\_\_. Appointees must be a resident of the City, serve without compensation, will have to submit an FPPC Statement of Economic Interests Form and complete an ethics training course pursuant to AB 1234.

**Roles and Responsibilities:** The City of Highland Planning Commission serves at the discretion of the City Council, and it has duties as provided in the City's Municipal Code and State laws. The Commission is required to meet on the first and third Tuesdays of each month commencing at 6:00 p.m. unless meeting is canceled and/or rescheduled by the Community Development Director. The Commission is authorized to determine if projects are consistent with the City's General Plan, meet the City's Land Use and Development Code standards and guidelines, to approve or deny applications for design review, and to impose reasonable conditions upon such approval subject to requirements for open space, screening, and buffering of the adjacent properties, fences and walls, requirements for installation and maintenance of landscaping and erosion control measures, regulations of signs, grading requirements, regulations for hours of operations, establishment of development schedules or time limits for performance and completion of improvements, and such other matters the Commission may deem necessary to ensure compatibility with surrounding uses; to preserve the public health, safety, and general welfare; and to enable the Commission to make findings necessary for approval. The Commission is also responsible for reviewing public trails systems as part of entitlements and development applications. The Commission serves as the City's Appeals Board and Building Appeals Board, and presides over administrative hearings involving municipal code or state code violations cited by the City or authorized enforcement officer. The Commission also reviews and approves new street names for new development and/or housing tracts.

Highland residents wishing to be considered should file an application with the City Clerk prior to the close of business on \_\_\_\_, 20\_\_. Applications can be obtained at City Hall, 27215 Base Line, Highland, CA 92346 (or downloaded from the City's webpage at <http://www.ci.highland.ca.us/DocumentCenter/View/318/Public-Service-Application-PDF>).

Dated: \_\_\_\_, 20\_\_

Betty Hughes, MMC  
City Clerk of the City of Highland

**ORDINANCE NO. 440**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) TITLE 8 (HEALTH AND SAFETY), TITLE 10 (VEHICLES AND TRAFFIC), TITLE 15 (BUILDINGS AND CONSTRUCTION) AND TITLE 16 (LAND USE AND DEVELOPMENT CODE) OF THE HIGHLAND MUNICIPAL CODE EXPANDING THE ROLE AND RESPONSIBILITIES OF THE HIGHLAND PLANNING COMMISSION, ELIMINATING THE PUBLIC NUISANCE HEARING BOARD, THE STREET NAMING COMMITTEE, THE BUILDING CODE APPEALS BOARD, AND MODIFYING THE COMMUNITY TRAILS COMMITTEE ROLES AND RESPONSIBILITIES, AND REPEALING CITY COUNCIL RESOLUTION NO. 2001-006 RELATED TO THE STREET NAMING COMMITTEE, CITY COUNCIL RESOLUTION NO. 1991-26 RELATED TO THE HISTORIC AND CULTURAL PRESERVATION BOARD, AND CITY COUNCIL RESOLUTION NO 1991-27 RELATED TO THE COMMUNITY TRAILS COMMITTEE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA [MCA-19-004]**

**WHEREAS**, in 1989, 1994, and 2009, the City Council adopted Ordinance Nos. 63, 171, and 341 respectively, establishing the City Council, the Planning Commission, and the Community Development Director as the City's Planning Agency in accordance with California Government Code Section 65100 et seq.; and

**WHEREAS**, on February 12, 2019, the City Council adopted its 2019/2020 Work Program, which included as a High Priority an evaluation of the Roles and Responsibilities of the Planning Commission, the Community Trails Committee, the Cultural & Historic Preservation Board, the Public Nuisance Hearing Board, the Street Naming Committee, and the Building Official Appeals Board; and

**WHEREAS**, on August 27, 2019, the City Council Finance Subcommittee recommended to the City Council the following:

- 1. That the Street Naming Committee, the Building Official Appeals Board, and the Public Nuisance Hearing Board be dissolved with their primary responsibilities being reassigned to the Planning Commission.*
- 2. That the Community Trails Committee's development related items be reassigned to the Planning Commission. Also, the Community Trails Committee will only be responsible for coordinating the City's Trails Day Event and other non-development related issues.*

3. *That the Community Trails Committee and the Historic and Cultural Preservation Board will only meet on an as needed basis. There will no longer be regularly scheduled meetings for both the Community Trails Committee and the Historic and Cultural Preservation Board [but rather will hold one regularly scheduled meeting and then meet on an as needed basis to comply with the Brown Act (see Ordinance Sections 2 & 4 herein)]; and*

The City Council Finance Subcommittee further recommended their suggestions be presented to the Highland Planning Commission for comments; and

**WHEREAS**, on September 17, 2019, the City of Highland Planning Commission was provided with the City Finance Subcommittee recommendations as outlined herein and was in support of those recommendations; and

**WHEREAS**, the City Council currently appoints twenty-six (26) members of the general public to assist the Community Development Director with real property matters – including the Planning Commission (5 members), the Historic and Cultural Preservation Board (5 members), the Public Nuisance Hearing Board (5 members), the Street Naming Committee (3 members), the Community Trails Committee (5 members), and the Building Appeals Board (3 members); and

**WHEREAS**, on October 15, 2019, the City of Highland Planning Commission held a public hearing and adopted Planning Commission Resolution No. 2019-011 recommending the City Council amend Title 16 (Land Use and Development Code) of the Highland Municipal Code related to the roles and responsibilities of the Highland Planning Commission; and

**WHEREAS**, the City Council after careful review of its commission, boards, and committee roles and responsibilities as outlined in the Highland Municipal Code, has determined there are notable overlaps and similarities in the roles and responsibilities which presents an opportunity to combine commission, boards, and committees roles and responsibilities to streamline the planning agencies review and permitting processes; and

**WHEREAS**, the City Council has found and determined as follows:

1. That the proposed amendment to the City of Highland Land Use and Development Code Chapter 16.04 (Administration) is consistent with the Goals, Objectives, Policies, and Programs of the General Plan, and is necessary and desirable to implement the provisions of the General Plan.

The proposed Amendment is a City Council 2019-2020 Work Program ranked High Priority with the primary goal of helping the Highland Planning Agency maintains its productivity and efficiency (as envisioned by the Highland Municipal Code Section 16.04.110 – Planning Agency). Expanding the authority of the City of Highland Planning Commission helps streamline and eliminate misconceptions in the land use decision making process and improves the planning agency's ability to achieve General Plan consistency.



2. That the proposed amendment to the City of Highland Land Use and Development Code Chapter 16.04 (Administration) will not adversely affect the public health, safety, and welfare or result in an illogical land use pattern.

The proposed Municipal Code Amendment includes expanding the roles and responsibilities of the City of Highland Planning Commission and other related modifications that will not correlate to any physical project and will not result in any physical change to the environment nor adversely affect the public health, safety, and welfare or result in an illogical land use pattern.

3. That the proposed changes to the Land Use and Development Code, as set forth herein, are consistent with the purpose and intent of the remainder of said Land Use and Development Code not under consideration.

The proposed Amendment is also a City Council 2019-2020 Work Program ranked High Priority with the primary goal of helping the Highland Planning Agency maintain its productivity and efficiency (as envisioned by the Highland Municipal Code Section 16.04.110 – Planning Agency).

4. The potential environmental impacts of the proposed change of zone or revision are insignificant or there are overriding considerations which outweigh the potential impacts.

The adoption of this Ordinance will not have a significant effect on the environment. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) the general rule provision and 15378(b)(5) of Division 6 of Title 14 of the California Code of Regulations. This ordinance pertains to the organizational or administrative activities of the City and will not result in direct or indirect physical changes in the environment.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HIGHLAND DOES ORDAIN AS FOLLOWS:**

**Section 1.** The findings set forth above are true and correct and are adopted by the City Council.

**Section 2.** A new subsection H is added to Section 2.20.050 (Historic and cultural preservation board – Established.) of Chapter 2.20 (Historic and Cultural Preservation Board) of Title 2 (Administration and Personnel) of the Highland Municipal Code to read as follows:

“H. The board shall meet at least once per year on the first Thursday of February, to select a chairman and vice chairman of the board, and the time, manner, and location of meetings thereafter shall be on an as-needed basis as determined by the community development director.”

**Section 3.** Section 2.16.040 (Duties.) of Chapter 2.16 (Planning Commission) of Title 2 (Administration and Personnel) of the Highland Municipal Code is hereby amended in its entirety to read as follows:

“The Planning Commission shall perform the duties and shall have all the rights, powers and privileges specified and provided by the ordinances and resolutions of the city or by state law, and shall serve as the City’s appeals board (see Chapters 2.56, 8.32, 10.20, 15.52, and 16.04), and as the City’s Building Appeals Board (see Chapter 16.04).”

**Section 4.** Section 2.32.040 (Organization and meetings) of Chapter 2.32 (Community Trails Committee) of Title 2 (Administration and Personnel) of the Highland Municipal Code is hereby amended in its entirety to read as follows:

“The committee shall meet at least once per year on the second Thursday of February, to select a chairman and vice chairman of the board, and the time, manner, and location of meetings thereafter shall be on an as-needed basis as determined by the community development director.”

**Section 5.** Section 2.32.050 (B) (Powers and Duties) of Chapter 2.32 (Community Trails Committee) of Title 2 (Administration and Personnel) of the Highland Municipal Code is hereby amended to read as follows:

“B. The duties of the committee shall include but are not limited to the following:

1. Work with the community development director and recommend priorities for public trails development, improvements, and maintenance for budget consideration and grant funding.
2. Encourage citizen involvement in the use, development and maintenance of trails.
3. Receive input from members of the public about public trails-related matters.”

**Section 6.** Chapter 2.34 (Public Nuisance Hearing Board) of Title 2 (Administration and Personnel) of the Highland Municipal Code is hereby repealed in its entirety.

**Section 7.** Chapter 2.35 (Building Code Appeals Board) of Title 2 (Administration and Personnel) of the Highland Municipal Code is hereby repealed in its entirety.

**Section 8.** Section 2.56.020 (Definitions.) of Chapter 2.56 (Administrative Citation Process) of Title 2 (Administration and Personnel) of the Highland Municipal Code is hereby amended to delete the definition of “public nuisance hearing board” and to add to the definition of “appeals board” to read as follows, with all other provisions of Chapter 2.56 remaining unchanged:

““Appeals board” shall mean the Planning Commission of the City of Highland that shall preside over administrative hearings involving municipal code or state code violations cited by the city or an authorized enforcement officer pursuant to this chapter.”

**Section 9.** Chapter 2.56 (Administrative Citation Process) of Title 2 (Administration and Personnel) of the Highland Municipal Code is hereby amended to delete all references to “public nuisance hearing board” and to replace them with “appeals board.”

**Section 10.** Section 8.32.010 (Definitions.) of Chapter 8.32 (Property Maintenance Requirements.) of Title 8 (Health and Safety) of the Highland Municipal Code is hereby amended to add the definition of “Appeals Board” in alphabetical order, to read as follows:

“Appeals board” means the Planning Commission which shall preside over administrative hearings related to public nuisances.”

**Section 11.** Chapter 8.32 (Property Maintenance Requirements.) of Title 8 (Health and Safety) of the Highland Municipal Code is hereby amended to delete all references to “public nuisance hearing board” and replace them with “appeals board,” with all other provisions of Chapter 8.32 remaining the same.

**Section 12.** Subsection B of Section 8.54.090 (Civil penalty.) of Chapter 8.54 (Maintenance of Foreclosed and Abandoned Residential, Commercial and Industrial Properties) of Title 8 (Health and Safety) of the Highland Municipal Code is hereby amended to read as follows, with all other provisions of Section 8.54.090 remaining the same:

“B. Any vacant or abandoned structure that continues to remain or is found to be repeatedly in violation of the municipal code, including, without limitation, the California Building Code, or any applicable State codes or codes adopted by reference, and the responsible party either refuses or ceases to take action to correct the violations, the city’s appeals board may declare the property a public nuisance pursuant to HMC 8.32.020 et seq., and follow any of the procedures detailed in HMC 8.32.020 et seq., including but not limited to an order for the appointment of a receiver to cure all violations on the property.”

**Section 13.** Section 10.20.030 (Definitions.) of Chapter 10.20 (Vehicle Abatement and Removal Program) of Title 10 (Vehicles and Traffic) of the Highland Municipal Code is hereby amended to add the definition of “appeals board” to read as follows, with all other provisions of Section 10.20.030 remaining the same:

““Appeals board” means the Planning Commission of the City of Highland that shall preside over administrative hearings involving municipal code or state code violations cited by the city or an authorized enforcement officer pursuant to this chapter.”

**Section 14.** Chapter 10.20 (Vehicle Abatement and Removal Program) of Title 10 (Vehicles and Traffic) of the Highland Municipal Code is hereby amended to delete all references to “public nuisance hearing board” and to replace them with “appeals board,” with all other provisions of Chapter 10.20 remaining the same.



**Section 15.** Subsection B of Section 15.52.010 (Definitions.) of Chapter 15.52 (Residential Rental Enhancement Program) of Title 15 (Buildings and Construction) of the Highland Municipal Code is hereby amended to read as follows:

“B. “Board” means the Planning Commission of the City of Highland.”

**Section 16.** A new subsection D is hereby added to Section 16.04.100 (Planning Commission.) of Chapter 16.04 (Administration) of Title 16 (Land Use and Development Code) of the Highland Municipal Code to read as follows:

“D. Other Duties. The Planning Commission shall have the following additional authority:

1. Public Trails-related matters.

a. Identify existing and future needs for trails development within the city, including interconnections with regional trails outside the city’s boundaries consistent with the City’s General Plan.

b. Review public multi-use trails standards, and recommend changes as deemed necessary.

c. Review the status of existing multi-use trails and recommend future improvements and additions to the public multi-use trails system as part of entitlement and development applications.

2. Building Appeals Board.

a. Hear appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the code. The Planning Commissioners shall be qualified by experience and training and especially knowledgeable to pass on matters pertaining to California Building Codes and local ordinances pertaining to building construction. Planning Commissioners shall not be employees of the city.

b. Appeals of the Building Official’s orders, decisions, or determinations shall be processed in accordance with the adopted building codes or other provisions through which and in accordance with which the appeal was filed, including, but not limited to, the California Building Code, the California Residential Code, the California Electric Code, the California Plumbing Code, the California Mechanical Code, the International Property Maintenance Code, and the Uniform Code for the Abatement of Dangerous Buildings.

c. The Planning Commission shall not interpret administrative provisions of the adopted building codes and may not waive the requirements of any of the building codes in rendering its decisions.

3. Approve street names within the City.

- a. Establish by informal policy a procedure for the naming of streets within the City.
- b. Establish by informal policy a list of approved street names and/or types of approved street names.
- c. Approve the street names as deemed necessary for a particular development and/or tract.
- d. Review requests for change of street names and make recommendation of the change(s) to the City Council as deemed necessary.
- e. Receive input from members of the public about potential street names and add to the list of approved street names.

4. Appeals Board.

- a. Hear and determine the issues associated with, and appeals of, enforcement actions and abatement of public nuisances, as defined in and in accordance with the municipal code. The Planning Commission shall also hear matters having to do with property maintenance, housing, or other related standards.
- b. Hear and decide appeals of decisions of the community development director relative to the residential rental enhancement program in accordance with Chapter 15.52 of the Municipal Code.
- c. Hear and decide appeals of decisions of the community development director relative to the administrative citation program in accordance with Chapter 2.56 of the Municipal Code.
- d. Hear and decide appeals of the community development director relative to the vehicle abatement and removal program in accordance with Chapter 10.20 of the Municipal Code.
- e. The Planning Commission shall have no authority to waive or amend the requirements of the Municipal Code.
- f. Any decision of the Planning Commission rendered pursuant to public nuisance appeals shall be appealable to the city council.”

**Section 17.** The City of Highland Council Resolution No. 2001-006, (Street Naming Committee) is hereby repealed in its entirety.

**Section 18.** The City of Highland Council Resolution No. 1991-26 (Historic Cultural and Preservation Board) is hereby repealed in its entirety.

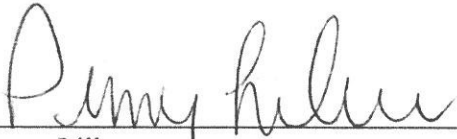
**Section 19.** The City of Highland Council Resolution No. 1991-27 (Community Trails Committee) is hereby repealed in its entirety.

**Section 20.** CEQA. The City Council finds and determines that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) and 15378(b)(5) of Division 6 of Title 14 of the California Code of Regulations. This ordinance pertains to the organizational or administrative activities of the City and will not result in direct or indirect physical changes in the environment.

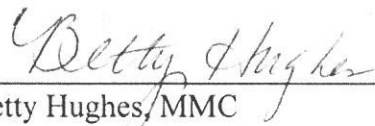
**Section 21.** Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**Section 22.** Effective Date. This Ordinance shall take affect thirty (30) days after its adoption. The City Clerk is directed to certify to the enactment of this Ordinance and to cause this ordinance to be published and/or posted as required by law.

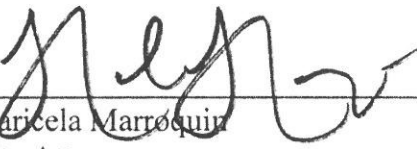
**PASSED, APPROVED, AND ADOPTED** this 26th day of November, 2019.

  
\_\_\_\_\_  
Penny Lilburn  
Mayor

ATTEST:

  
\_\_\_\_\_  
Betty Hughes, MMC  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Maricela Marroquin  
City Attorney

STATE OF CALIFORNIA )

COUNTY OF SAN BERNARDINO)

CITY OF HIGHLAND )

I, BETTY HUGHES, MMC, City Clerk of the City of Highland, California, do hereby certify that Ordinance No. 440 had its first reading on November 12, 2019, and had its second reading on November 26, 2019, and was duly and regularly adopted by the City Council of the City of Highland at a regular meeting of said Council thereof, held on the 26th day of November, 2019, by the following vote:

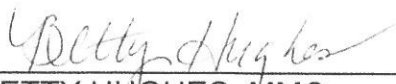
AYES: Chavez, Lilburn, McCallon, Solano, Timmer

NOES: None

ABSTAIN: None

ABSENT: None

Dated this 27th day of November, 2019.

  
\_\_\_\_\_  
BETTY HUGHES, MMC  
CITY CLERK

STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO } SS  
CITY OF HIGHLAND }

I, Betty Hughes, MMC, City Clerk of the City of Highland, California, do hereby certify that the foregoing Ordinance is an original copy of Ordinance Number 440 on file in the office of the City Clerk, introduced at a meeting held on the 12th day of November, 2019, and passed, approved and adopted by the City Council of the City of Highland at a regular meeting held on the 26th day of November, 2019:

AYES: Chavez, Lilburn, McCallon, Solano, Timmer

NOES:       None

ABSENT: None

ABSTAIN: None

and do hereby further certify that a summary of Ordinance Number 440 has been published.

Betty Hughes  
Betty Hughes, MMC  
City Clerk



**ATTACHMENT C -**  
2019 and 2020 Planning Commission Attendance Record

## 2020 Planning Commission Attendance

Legend:

A - Absent

C - Canceled

P - Present

Meeting Date: 1st & 3rd Tuesday

| Date      | Randall Hamerly | John Gamboa | Richard Haller | Tamara Zaman | Michael Hall | Notes |
|-----------|-----------------|-------------|----------------|--------------|--------------|-------|
| 1/7/2020  | C               | C           | C              | C            | C            |       |
| 1/21/2020 | P               | P           | A              | P            | P            |       |
| 2/4/2020  | C               | C           | C              | C            | C            |       |
| 2/18/2020 | P               | P           | P              | P            | P            |       |
| 3/3/2020  | P               | P           | P              | P            | A            |       |
| 3/17/2020 | C               | C           | C              | C            | C            |       |
| 4/7/2020  | C               | C           | C              | C            | C            |       |
| 4/21/2020 | C               | C           | C              | C            | C            |       |
| 5/5/2020  | C               | C           | C              | C            | C            |       |
| 5/19/2020 | P               | P           | P              | P            | P            |       |
| 6/2/2020  | P               | P           | P              | P            | P            |       |
| 6/16/2020 | P               | P           | P              | P            | P            |       |
| 7/7/2020  | P               | P           | A              | P            | P            |       |
| 7/21/2020 | P               | P           | P              | P            | P            |       |
| 8/4/2020  | P               | P           | P              | P            | P            |       |
| 8/18/2020 | C               | C           | C              | C            | C            |       |
|           |                 |             |                |              |              |       |
|           |                 |             |                |              |              |       |
|           |                 |             |                |              |              |       |
|           |                 |             |                |              |              |       |
|           |                 |             |                |              |              |       |
|           |                 |             |                |              |              |       |
|           |                 |             |                |              |              |       |
|           |                 |             |                |              |              |       |
| Total     | P-9             | P-9         | P-7            | P-9          | P-8          |       |
|           | A-0             | A-0         | A-2            | A-0          | A-1          |       |
|           | C-7             | C-7         | C-7            | C-7          | C-7          |       |

## 2019 Planning Commission Attendance

Legend:

A - Absent

C - Canceled

P - Present

Meeting Date: 1st & 3rd Tuesday

| Date       | Randall Hamerly | John Gamboa | Richard Haller | Tamara Zaman | Michael Hall | Notes |
|------------|-----------------|-------------|----------------|--------------|--------------|-------|
| 1/1/2019   | C               | C           | C              | C            | C            |       |
| 1/15/2019  | C               | C           | C              | C            | C            |       |
| 2/5/2019   | P               | P           | P              | P            | P            |       |
| 2/19/2019  | C               | C           | C              | C            | C            |       |
| 3/5/2019   | P               | P           | P              | P            | P            |       |
| 3/19/2019  | C               | C           | C              | C            | C            |       |
| 4/2/2019   | C               | C           | C              | C            | C            |       |
| 4/16/2019  | P               | P           | P              | P            | A            |       |
| 5/7/2019   | C               | C           | C              | C            | C            |       |
| 5/21/2019  | P               | P           | P              | P            | P            |       |
| 6/4/2019   | P               | P           | P              | P            | P            |       |
| 6/18/2019  | P               | A           | P              | P            | A            |       |
| 7/2/2019   | C               | C           | C              | C            | C            |       |
| 7/16/2019  | C               | C           | C              | C            | C            |       |
| 8/6/2019   | C               | C           | C              | C            | C            |       |
| 8/20/2019  | P               | P           | P              | P            | P            |       |
| 9/3/2019   | C               | C           | C              | C            | C            |       |
| 9/17/2019  | P               | P           | P              | P            | P            |       |
| 10/1/2019  | P               | P           | P              | P            | P            |       |
| 10/15/2019 | P               | P           | P              | P            | A            |       |
| 11/5/2019  | C               | C           | C              | C            | C            |       |
| 11/19/2019 | P               | P           | P              | P            | A            |       |
| 12/3/2019  | C               | C           | C              | C            | C            |       |
| 12/17/2019 | C               | C           | C              | C            | C            |       |
| Total      | P-11 ✓          | P-10 ✓      | P-11 ✓         | P-11 ✓       | P-7 ✓        |       |
|            | A-0             | A-1         | A-0            | A-0          | A-4          |       |
|            | C-13            | C-13        | C-13           | C-13         | C-13         |       |

Attend % = 100%

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100%

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# STAFF REPORT

## TO THE CITY COUNCIL

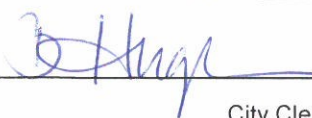
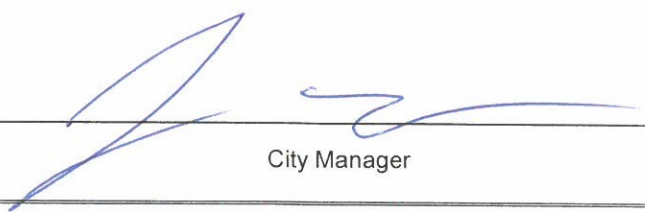
**DATE:** September 8, 2020

**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>16</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                           |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____            |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                           |
|                                                                                                   | Absent _____  |                                                                                                      |                           |
| <br>City Clerk |               | <br>City Manager |                           |



# STAFF REPORT

## TO THE CITY COUNCIL

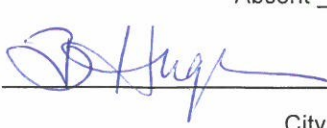
**DATE:** September 8, 2020

**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 _____  | Second _____                                                                                         | Agenda Item No. <u>17</u> |
| Denied _____                                                                                     | Ayes _____    |                                                                                                      |                           |
| Continued _____                                                                                  | Noes _____    |                                                                                                      | File No. _____            |
| Tabled _____                                                                                     | Abstain _____ |                                                                                                      |                           |
|                                                                                                  | Absent _____  |                                                                                                      |                           |
| <br>City Clerk |               | <br>City Manager |                           |