CITY OF HIGHLAND
REGULAR MEETING OF THE CITY COUNCIL
AGENDA

REGULAR MEETING

April 27, 2021
6:00 p.m.
City Hall
Donahue Council Chambers
27215 Base Line
Highland, California

CITY COUNCIL MEMBERS

PENNY LILBURN, MAYOR
LARRY McCALLON, 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

CITY OF HIGHLAND • 27215 BASE LINE • HIGHLAND, CALIFORNIA 92346 • (909) 864-6861☎ • (909) 862-3180 🖷

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.

This meeting is being held in person. Please be advised, facial coverings or masks must be worn in the Council Chambers. If you do not have a facial covering or mask, one will be provided to you. The number of persons permitted in the Council Chambers will be limited to the available seats in order to adhere to social distancing guidelines. Temperature checks will be taken prior to entering the Council Chambers.

If there are no available seats in the Council Chambers, accommodations will be made for members of the public to listen to the meeting outside the Council Chambers. Seating will not be provided outside the Council Chambers.

Submission of Public Comments: To limit the number of persons in the Council Chambers, the public is encouraged to make public comments by email rather than in person. For those wishing to make public comments by email, 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 April 27, 2021, to the City Clerk at publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the April 27, 2021 agenda, please identify the agenda item number in the subject line. All email comments shall be subject to the same rules as would otherwise govern speaker comments at the Council meeting.

Members of the public will be permitted to make public comments in person.

CITY COUNCIL REGULAR MEETING
APRIL 27, 2021 - 6:00 p.m.

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT FROM CLOSED SESSION

SPECIAL PRESENTATIONS

Proclamation
Arbor Day

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

To address the City Council, please complete a speaker form located at the entrance and give it to the City Clerk prior to the beginning of the meeting. Your name will be called when it is your turn to speak. State Law prohibits the City Council from taking action on any item not on the agenda. Individual speakers are limited to three minutes each.

Comments received via email by April 27, 2021, 5:00 p.m., will be read into the record, provided that the reading shall not exceed three (3) minutes. Email comments submitted by a speaker that also appears in person to address the same matter will not be read into the record.

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 – April 13, 2021 City Council Regular Meeting
   RECOMMENDATION: Approve the Minutes as submitted.

3. Warrant Register
   RECOMMENDATION: Approve Warrant Register No. 722 for April 27, 2021, in the amount of $1,387,087.23 and Payroll of $105,366.82.

4. Treasurer's Report for March 2021
   RECOMMENDATION: That the City Council receive and file Treasurer's Report for March 2021.

5. Claim Consideration – Mercury Insurance/Nicholas Munoz
   RECOMMENDATION: George Hills Company recommends Council reject claim.

6. Claim Consideration – Mercury Insurance/Ronald Ditty
   RECOMMENDATION: George Hills Company recommends Council reject claim.

7. Easement Acceptance – Ramirez/Garcia (7477 Victoria Avenue)
   RECOMMENDATION: That the City Council:
   1. Accept Grant of Easement for Road and Drainage purposes from Rodolfo Ramirez and Ma Guadalupe Roblez Garcia; and
   2. Direct the City Clerk to record the Grant of Easement.

8. Professional Services Agreement for Environmental Services with Compass Consulting Enterprises, Inc., for Bledsoe Creek Outlet Repair (Project No. sdr17001)

RECOMMENDATION: That the City Council:

1. Approve Professional Services Agreement with Compass Consulting Enterprises, Inc., to provide environmental services for Bledsoe Creek Outlet Repair;
2. Authorize the Mayor to sign the Agreement; and
3. Authorize the City Manager to approve contract amendments up to 10% of the contract amount.

9. Design Services Proposal – Engineering Resources of Southern California, Inc. – City/County Joint Pavement Rehabilitation (Project str20003)

RECOMMENDATION: That the City Council:

1. Approve proposal from Engineering Resources of Southern California, Inc., (ERSC) to provide engineering design services for the City/County Joint Pavement Rehabilitation Project; and
2. Authorize the City Manager to approve contract amendments up to 10% of the contract amount.

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.

10. Development Impact Fee Annual Adjustment for 2021

RECOMMENDATION: The Finance/Personnel Subcommittee recommends approval of:

1. Resolution No. 2021-_____ amending Development Impact Fee for all developments; and
2. Resolution No. 2021-_____ amending Park and Recreation Fee applicable to residential development pursuant to the Quimby Act.

CITY COUNCIL LEGISLATIVE

11. Memorandum of Understanding ("MOU") between the Inland Counties Emergency Medical Agency ("ICEMA") and Barstow Fire Protection District, Chino Valley Independent Fire District, City of Colton, City of Highland, City of Ontario, City of Redlands, City of Rialto and City of Yucaipa Regarding Local Emergency Services Plan
RECOMMENDATION: That the City Council authorize the Mayor to execute the MOU between ICEMA and the seven other San Bernardino County fire agencies (subject to minor confirming and clarifying changes approved by the City Manager and City Attorney) in an effort to get the Emergency Medical Services ("EMS") Plan approved.

12. Sheriff's Department Schedule A for Fiscal Year 2021-2022
RECOMMENDATION: That the City Council authorize the Mayor to execute the Schedule A Contract (Fiscal Year 2021-2022) for Law Enforcement Services with the San Bernardino County Sheriff's Department.

13. Cooperative Agreement for 5th Street Interchange (Project No. ich17004)
RECOMMENDATION: That the City Council approve a Cooperative Agreement with Caltrans to widen the eastbound on and off ramps at 5th Street/SR-210 Interchange.

14. Renewal of the Household Hazardous Waste Collection Agreement between the City of Highland and the San Bernardino County Fire Protection District
RECOMMENDATION: That the City Council:
    1. Approve the proposed renewal of the Household Hazardous Waste Collection Agreement; and
    2. Authorize the Mayor to execute the Household Hazardous Waste Collection Agreement between the City of Highland and the San Bernardino County Fire Protection District.

15. Community Events
RECOMMENDATION: That the City Council discuss community events and direct staff accordingly.

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
May 11, 25; June 8, 22; July (no meetings); August 10, 24; September 14, 28; October 12, 26; November 9, 23; December 14, (December 28 - no meeting)

I, Betty Hughes, City Clerk, certify I caused to be posted this Agenda on or before April 22, 2021, by 5:30 p.m., on our website at www.cityofhighland.org and in the following designated areas:

Highland Branch Library 7863 Central Avenue	Fire Station No. 1 26974 Base Line	City Hall 27215 Base Line

Date: April 22, 2021

Betty Hughes, MMC
City Clerk

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

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. 1
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Minutes – April 13, 2021 Regular Meeting

RECOMMENDATION: Approve the minutes as submitted.

Approved _____ Motion _____ Second _____ Agenda Item No. 2

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hughes

City Clerk

City Manager

MINUTES
CITY COUNCIL REGULAR MEETING
APRIL 13, 2021

CALL TO ORDER

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

The invocation was given by Chaplin John Jagger, Neighbors Care of Highland, and the Pledge of Allegiance was led by Mayor Pro Tem McCallon.

ROLL CALL

Present: Chavez, Lilburn, McCallon, Solano
Absent: Timmer

REPORT FROM CLOSED SESSION

No meeting.

SPECIAL PRESENTATIONS

Mayor Lilburn presented a Proclamation to Karen Lewellyn, Donate Life Ambassador, proclaiming April as the Department of Motor Vehicle/Donate Life month.

Peter Meza, State Department of Insurance, gave a brief presentation regarding Affordable Auto Insurance.

Captain Jiles introduced Matt Yost as the newly appointed Lieutenant for the City of Highland.

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

None

CITY COUNCIL CONSENT CALENDAR

A MOTION was made by Mayor Pro Tem McCallon, seconded by Council Member Solano, to approve the consent calendar as submitted. Motion carried on a roll call vote, 4-0, with Council Member Timmer being absent.

1. Waive the Reading of All Ordinances
Waived the reading of all Ordinances in their entirety and read by title only.

2. Minutes – March 23, 2021 City Council Regular Meeting
Approved the Minutes as submitted.

3. Warrant Register
Approved Warrant Register No. 721 for April 13, 2021, in the amount of $1,868,191.45 and Payroll of $107,407.26.

4. Claim Consideration – Mercury Insurance/Robert Allspaw
Rejected claim.

5. Declare One (1) Seat Vacant on the Historic and Cultural Preservation Board
   1. Declared one (1) seat vacant on the Historic and Cultural Preservation Board; and
   2. Directed the City Clerk to advertise the vacancies on the Historic and Cultural Preservation Board.

6. Easement Acceptance/Villegas (7251 Olive Street)
   1. Accepted Grant of Easement for Road and Drainage purposes from Agustin and Flor Villegas; and
   2. Directed the City Clerk to record the Grant of Easement.

CITY COUNCIL PUBLIC HEARING

No public hearing.

CITY COUNCIL LEGISLATIVE

7. Contract with San Bernardino County for Animal Control Services for FY 2020/2021 (Amendment No. 7)

City Manager Hughes gave a brief review of the staff report.

A MOTION was made by Council Member Solano, seconded by Council Member Chavez, to approve the contract with San Bernardino County for Animal Care and Control Services for FY 2021/22 in the amount of $467,172.00 and authorize the Mayor to sign the contract. Motion carried, 4-0, with Council Member Timmer being absent.

8. Environmental, Design and Right-of-Way Services Proposal with Community Works Design Group for the Natural Parkland Trail Renovation (Project No. tra20001)

City Manager Hughes gave a brief review of the staff report.

A MOTION was made by Mayor Pro Tem McCallon, seconded by Council Member Chavez, to:

1. Approve proposal from Community Works Design Group (CWDG) to provide environmental, design and right-of-way services for the Natural Parkland Trail Renovation;
2. Authorize the City Manager to approve amendments up to 10% of the proposal amount; and
3. Approve the following budget adjustments: transfer $127,600 from 030-8495-9225 (Federal Grants-Revenue) to be expended from 030-8495-6816 & transfer $92,250 from 023-2100 (General Capital Financing-Fund Balance) to be expended from 023-3890-6816 (Trails Construction). Motion carried, 4-0, with Council Member Timmer being absent.

9. Proposed Resolution of the City Council Amending the Personnel Rules and Regulations for the City of Highland and Repealing and Superseding all Inconsistent Parts of Prior Resolutions

City Manager Hughes gave a brief review of the staff report.

A MOTION was made by Council Member Solano, seconded by Council Member Chavez, to adopt Resolution No. 2021-006, a Resolution of the City Council of the City of Highland, California, amending the personnel rules and regulations for the City of Highland and repealing and superseding all inconsistent parts of prior Resolution No. 88-42, Resolution No. 03-032, Resolution No. 2006-002, Resolution No. 2017-027, and Resolution No. 2019-021. Motion carried, 4-0, with Council Member Timmer being absent.

RESOLUTION NO. 2021-006
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, AMENDING AND SUPERSEDING ALL PRIOR RESOLUTIONS, ESTABLISHING PERSONNEL RULES AND REGULATIONS

10. Sector E Pavement Rehabilitation Update (Project str20001)

City Manager Hughes gave a brief review of the staff report.

A MOTION was made by Council Member Solano, seconded by Mayor Pro Tem McCallon, to:

1. Approve the removal of all construction on Greenspot Road from the Sector E Pavement Rehabilitation Project;
2. Approve the addition of eight (8) new residential street segments located between Streater Avenue and Church Street to the Sector E Pavement Rehabilitation Project;
3. Approve an amendment from Engineering Resources of California (ERSC) to provide additional engineering services related to removal of Greenspot Road and addition of eight (8) new residential street segments for Sector E Pavement Rehabilitation Project; and
4. Authorize the City Manager to approve any future contract amendments up to 10% of the new contract amount. Motion carried, 4-0, with Council Member Timmer being absent.

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

City Manager Hughes stated he would like to bring the Council up to speed on a few items. First off, staff has been working with the Finance Subcommittee regarding the budget. We had a meeting where we went over all the revenues and expenditures and we will be having a second meeting, in late April, with the Finance Subcommittee to go over the capital projects. We will then be scheduling a budget study session, with the entire City Council in late May, with the idea of bringing the budget forward for consideration for approval by the first meeting in June. That is the target date we have right now. The City recently received a Design Review Application from D.R. Horton Homes who will construct the first phase of the Mediterra Planned Development. The application includes home designs, recreational amenities and the first phase. There will be 149 homes at the project site which is on Greenspot Road. The Pacific Village Homeless Housing Project is located at 2626 Pacific Street in the City of San Bernardino, which is the old Salvation Army site, and he would like to make the Council aware of that. They have now opened so you will probably be hearing of some activities there. It is a County project and they have partnered with Quality Management Group to provide management and security services at the location. We are also reaching out to the County to see if they can help us with our homeless population in the City of Highland and maybe get some sheltering down there as well. He would like to make the Council aware of a grant award. Our Engineering/Public Works Department received notification of a State Highway Safety Improvement Program Cycle 10 grant and it is for the city-wide installation of pedestrian count down heads. It is a $250,000 grant that is going to allow the pedestrian count down heads to be installed at all twenty-six intersections in the City of Highland. The Engineering Department did a great job on that. We do have a Blood Drive coming up on April 22. Burrtec had 248 illegal dumping orders in March in Highland. Just a few stats from the Police Department, for the last two weeks, they have

responded to 2,800 calls, taken 191 reports, and 95 arrests were made. The Fire Department, for the month of March, responded to 568 alarms, 418 medical aids, 33 traffic collisions, 12 structure fires, 1 vegetation fire, 5 vehicle fires and 18 miscellaneous fires. A few Covid related issues, right now confirmed cases county-wide are 293,000 and in Highland there are approximately 8,000 confirmed COVID-19 cases. Testing county-wide, an astonishing number, 2.8 million tests have been done with 71,000 in the City of Highland. Unfortunately, there have been 4,200 deaths in the County with 123 in the City of Highland. Vaccinations, first dose vaccinations, there have been 560,000 and second dose, 345,000 county-wide. He is sure everyone has heard on the news that Johnson & Johnson has paused their vaccinations so that will have a bit of an impact. Johnson & Johnson was being distributed in the County and was mostly being done in the High Desert. It should not really impact us down here in the valley much, but they will have to send some of those supplies that they had down here up to the High Desert. Hospitalizations are down dramatically. We currently have 92 people hospitalized with COVID and that is down from a peak of 1,785, and in the ICU, there are 24 people county-wide, which is down from 363, the peak at one time. We are currently in the orange tier and the County meets the criteria for two out of the three categories to go down into the yellow tier but if you look at the numbers right now, they are flatlining a bit. We dropped dramatically from red to orange and now the numbers are kind of leveling out some and he is sure that will happen for a while as more things open again. Overall things are looking much better. In fact, the Governor has come out and said that there is a possibility he will lift all the tiers on June 15 so we will see how it goes. For vaccination appointments, citizens can go to the County website www.sbcovid19.com/vaccine and vaccinations are now available to residents 16 years and older. General information regarding COVID can be found at www.sbcovid19.com and county hotline is still up (909) 387-3911.

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

Mayor Lilburn thanked staff, law enforcement and fire department for all they are doing for the City.

ANNOUNCEMENTS

None

CLOSED SESSION

None

ADJOURN

There being no further business, Mayor Lilburn adjourned the meeting at 6:41 p.m. in memory of Shirley Clough and Mark Rush.

Submitted By:

Betty Hughes, MMC
City Clerk

Approved By:

Penny Lilburn
Mayor

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Leticia Nava-Cruz, Senior Accountant

SUBJECT: Warrant Register #722

RECOMMENDATION: City Council to approve Warrant Register #722; Warrants in the amount of $1,387,087.23 and Payroll in the amount of $105,366.82.

FISCAL IMPACT: The total of Cash and Expenditures is $1,492,454.05.

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

BACKGROUND: See Printouts Attached.

Approved _____ Motion_____ Second _____ Agenda Item No. 3

Denied _____ Ayes_____

Continued_____ Noes _____ File No. _____

Tabled_____ Abstain_____

Absent_____

City Clerk

City Manager

CITY OF HIGHLAND

WARRANT REGISTER #722

April 27, 2021

Warrants:

4/9/2021	Payroll Wire #563-566 & Ck #82721-82722	57,821.02
4/13/2021	Ck#82723-82769 & Wire 1001826006	1,245,050.45
4/20/2021	Ck#82770-82801	84,215.76
	Total Warrants	$ 1,387,087.23

Payroll:

4/9/2021	Direct Deposits #10600-10640	104,811.17
4/9/2021	Ck #627-628	555.65
	Total Payroll	$ 105,366.82
	Total Warrants & Payroll	**$ 1,492,454.05**

APPROVED BY:

Larry McCallon
Finance Subcommittee

Joseph A. Hughes
City Manager

John Timmer
Finance Subcommittee

Chuck Dantuono
Director of Administrative
Services/City Treasurer

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
563	4/9/2021	000003 ICMA RETIREMENT TRUST-457	ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment 001.1170	7,431.77
			ICMA DEFERRED COMP 457: Payment 004.1170	937.11
			ICMA DEFERRED COMP 457: Payment 010.1170	800.01
			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	311.34
			ICMA DEFERRED COMP 457: Payment 070.1170	237.03
			Total :	**9,742.26**
564	4/9/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	EPMC: PAYMENT	
			PERS: Payment 012.1145	172.07
			EPMC: Payment 004.1145	94.40
			EPMC: Payment 006.1145	19.59
			EPMC: Payment 010.1145	23.75
			EPMC: Payment 012.1145	2.35
			EPMC: Payment 016.1145	2.35
			EPMC: Payment 023.1145	6.55
			EPMC: Payment 024.1145	0.55
			EPMC: Payment 041.1145	31.22

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
564	4/9/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			EPMC: Payment	
			042.1145	11.38
			EPMC: Payment	
			070.1145	51.34
			PERS: Payment	
			001.1145	14,290.34
			PERS: Payment	
			004.1145	2,404.22
			PERS: Payment	
			006.1145	628.90
			PERS: Payment	
			010.1145	832.32
			PERS: Payment	
			016.1145	172.05
			PERS: Payment	
			023.1145	93.54
			PERS: Payment	
			024.1145	20.38
			PERS: Payment	
			041.1145	445.94
			PERS: Payment	
			042.1145	311.52
			PERS: Payment	
			070.1145	734.12
			PERS SURVIVOR: Payment	
			001.1145	25.75
			PERS SURVIVOR: Payment	
			004.1145	4.06
			PERS SURVIVOR: Payment	
			006.1145	1.30
			PERS SURVIVOR: Payment	
			010.1145	1.08
			PERS SURVIVOR: Payment	
			012.1145	0.59
			PERS SURVIVOR: Payment	
			016.1145	0.56

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
564	4/9/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			PERS SURVIVOR: Payment	
			023.1145	0.24
			PERS SURVIVOR: Payment	
			024.1145	0.04
			PERS SURVIVOR: Payment	
			041.1145	0.32
			PERS SURVIVOR: Payment	
			042.1145	0.74
			PERS SURVIVOR: Payment	
			070.1145	0.66
			EPMC: Payment	
			001.1145	598.15
			Total :	**20,982.37**
565	4/9/2021	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT	
			MEDICARE: Payment	
			016.1140	43.92
			MEDICARE: Payment	
			023.1140	18.90
			MEDICARE: Payment	
			024.1140	4.52
			MEDICARE: Payment	
			041.1140	74.00
			MEDICARE: Payment	
			042.1140	69.78
			MEDICARE: Payment	
			070.1140	124.66
			FEDERAL TAXES: Payment	
			001.1120	11,511.50
			FEDERAL TAXES: Payment	
			004.1120	1,728.27
			FEDERAL TAXES: Payment	
			006.1120	538.11
			FEDERAL TAXES: Payment	
			010.1120	505.92
			FEDERAL TAXES: Payment	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
565	4/9/2021	000119 INTERNAL REVENUE SERVICE	(Continued)	
			012.1120 FEDERAL TAXES: Payment	77.00
			016.1120 FEDERAL TAXES: Payment	77.02
			023.1120 FEDERAL TAXES: Payment	55.26
			024.1120 FEDERAL TAXES: Payment	16.13
			041.1120 FEDERAL TAXES: Payment	405.11
			042.1120 FEDERAL TAXES: Payment	179.33
			070.1120 SOCIAL SECURITY: Payment	544.14
			001.1140 MEDICARE: Payment	594.32
			001.1140 MEDICARE: Payment	3,010.76
			004.1140 MEDICARE: Payment	483.62
			006.1140 MEDICARE: Payment	132.54
			010.1140 MEDICARE: Payment	163.78
			012.1140	43.96
			Total :	**20,402.55**
566	4/9/2021	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT STATE TAXES: Payment	
			001.1130 STATE TAXES: Payment	4,411.07
			004.1130 STATE TAXES: Payment	731.56
			006.1130 STATE TAXES: Payment	207.93
			010.1130	251.80

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
566	4/9/2021	000001 CALIF STATE EMPLOYMENT	(Continued)		
			STATE TAXES: Payment 012.1130		27.97
			STATE TAXES: Payment 016.1130		27.98
			STATE TAXES: Payment 023.1130		14.53
			STATE TAXES: Payment 024.1130		5.73
			STATE TAXES: Payment 041.1130		164.72
			STATE TAXES: Payment 042.1130		68.35
			STATE TAXES: Payment 070.1130		239.89
				Total :	**6,151.53**
82721	4/9/2021	000433 ARROWHEAD UNITED WAY	ARROWHEAD UNITED WAY: PAYMENT		
			ARROWHEAD UNITED WAY: Payment 001.1180		11.25
			ARROWHEAD UNITED WAY: Payment 004.1180		0.77
			ARROWHEAD UNITED WAY: Payment 041.1180		2.25
			ARROWHEAD UNITED WAY: Payment 070.1180		0.73
				Total :	**15.00**
82722	4/9/2021	003804 AFLAC WWHQ	AFLAC ACCIDENT INSURANCE: PAYMENT		
			AFLAC SPECIFIED HEALTH INS: Payment 012.1181		1.49
			AFLAC SPECIFIED HEALTH INS: Payment 016.1181		1.49
			AFLAC ACCIDENT INSURANCE: Payment 001.1181		109.93
			AFLAC ACCIDENT INSURANCE: Payment 004.1181		12.82
			AFLAC ACCIDENT INSURANCE: Payment		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82722	4/9/2021	003804 AFLAC WWHQ	(Continued)	
			012.1181 AFLAC ACCIDENT INSURANCE: Payment	3.57
			016.1181 AFLAC ACCIDENT INSURANCE: Payment	3.57
			023.1181 AFLAC ACCIDENT INSURANCE: Payment	5.81
			024.1181 AFLAC CANCER INSURANCE: Payment	0.26
			001.1181 AFLAC DISABILITY INSURANCE: Payment	18.63
			001.1181 AFLAC DISABILITY INSURANCE: Payment	211.32
			004.1181 AFLAC DISABILITY INSURANCE: Payment	24.70
			012.1181 AFLAC DISABILITY INSURANCE: Payment	6.30
			016.1181 AFLAC DISABILITY INSURANCE: Payment	6.30
			024.1181 AFLAC HOSPITAL INSURANCE: Payment	0.50
			001.1181 AFLAC HOSPITAL INSURANCE: Payment	73.59
			012.1181 AFLAC HOSPITAL INSURANCE: Payment	6.71
			016.1181 AFLAC DENTAL: Payment	6.70
			001.1181 AFLAC DENTAL: Payment	27.89
			004.1181 AFLAC DENTAL: Payment	0.55
			041.1181 AFLAC DENTAL: Payment	1.66
			070.1181 AFLAC SPECIFIED HEALTH INS: Payment	0.56
			001.1181	2.96
			Total :	**527.31**

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
6	Vouchers for bank code : wfb		Bank total :	57,821.02
6	Vouchers in this report		Total vouchers :	57,821.02

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82723	4/13/2021	000043 BALLARD PLUMBING HEATING & AIR	HVAC MAINTENANCE (1ST & 2ND QUARTER)		
			CITY HALL: HVAC MAINTENANCE (1ST & 2ND		
			042.9510.4588		475.00
				Total :	**475.00**
82724	4/13/2021	000056 DEPARTMENT OF CONSERVATION	SMIP 01/2021-03/2021		
			SMIP 01/2021-03/2021		
			001.4500.4542		509.20
			SMIP 01/2021-03/2021		
			051.1479		-25.46
				Total :	**483.74**
82725	4/13/2021	000108 HIGH TECH SECURITY	BURG SYSTEMS-MAY		
			CITY HALL MONIT/MAINT-MAY		
			042.9510.4066		40.00
			COMMUNITY PARK MONIT/MAINT/CELL CARD-MAY		
			001.6000.4066		55.00
			CORP YARD MONIT/MAINT-MAY		
			004.8310.4066		45.00
			CITY HALL MONIT/MAINT-MAY		
			042.9510.4066		40.00
			FIRE SYSTEMS-MAY		
			CITY HALL MONIT/MAINT-MAY		
			042.9510.4066		50.00
			LIBRARY/YMCA MONIT/MAINT-MAY		
			001.6000.4066		100.00
			CORP YARD MONIT/MAINT/CELL CARD-MAY		
			004.8310.4066		85.00
			FIRE STATION #3 MONIT/MAINT/CELL		
			028.2050.4066		42.50
			FIRE STATION #3 MONIT/MAINT/CELL		
			029.2100.4066		42.50
			POLICE MONIT/MAINT-MAY		
			001.2000.4066		50.00
			CCTV SYSTEMS-MAY		
			CITY HALL MAINT-MAY		
			042.9510.4066		25.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82725	4/13/2021	000108 HIGH TECH SECURITY	(Continued)		
			COMMUNITY PARK MAINT-MAY		
			001.6000.4066		50.00
			CORP YARD MAINT-MAY		
			004.8310.4066		25.00
			CANYON OAK PARK MAINT-MAY		
			016.8540.4066		25.00
			AURANTIA PARK MAINT-MAY		
			001.6000.4066		25.00
				Total :	**700.00**
82726	4/13/2021	000113 VULCAN MATERIALS CO	ASPHALT MATERIAL		
			ASPHALT MATERIAL		
			004.8310.4206		132.53
				Total :	**132.53**
82727	4/13/2021	000165 AT&T	WHITE PAGES-APR		
			WHITE PAGES-APR		
			042.9510.4066		18.17
				Total :	**18.17**
82728	4/13/2021	000203 SOUTHERN CALIFORNIA EDISON	CITY HALL-MAR		
			CITY HALL-MAR		
			042.9510.4010		414.86
			STATION #2-MAR		
			STATION #2-MAR		
			028.2050.4010		150.80
			STATION #2-MAR		
			029.2100.4010		150.80
			AURANTIA PARK-MAR		
			AURANTIA PARK-MAR		
			001.6000.4010		60.86
			LS#3-APR		
			LS#3-APR		
			013.8510.4011		13.42
			LS#3-MAR		
			LS#3-MAR		
			013.8510.4011		17.42

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82728	4/13/2021	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			LS-3 METERS-MAR	
			LS-3 METERS-MAR	
			013.8510.4011	52.31
			LS-3 METERS-MAR	
			LS-3 METERS-MAR	
			013.8510.4011	261.76
			LS#3-MAR	
			LS#3-MAR	
			013.8510.4011	95.32
			SIGNALS-MAR	
			SIGNALS-MAR	
			004.8310.4580	85.74
			SIGNALS-MAR	
			SIGNALS-MAR	
			004.8310.4580	37.73
			SIGNALS-MAR	
			013.8510.4011	32.79
			OAK CREEK PARK-MAR	
			OAK CREEK PARK-MAR	
			016.8540.4010	14.30
			LMD#48C-MAR	
			LMD#48C-MAR	
			012.8500.4010	266.11
			LMD#48B-MAR	
			LMD#48B-MAR	
			012.8500.4010	14.91
			UPLIGHTING LMD 48-MAR	
			UPLIGHTING LMD 48-MAR	
			012.8500.4010	2.86
			UPLIGHTING LMD 48-MAR	
			013.8510.4011	32.48
			HIGHLAND AVE ALPR-MAR	
			HIGHLAND AVE ALPR-MAR	
			001.2000.4062	14.17
			HIGHLAND AVE ALPR-MAR	
			HIGHLAND AVE ALPR-MAR	
			001.2000.4062	13.51

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82728	4/13/2021	000203 SOUTHERN CALIFORNIA EDISON	(Continued)		
			LMD#48C-MAR		
			LMD#48C-MAR		
			012.8500.4010		14.30
			STATION #1-MAR		
			STATION #1-MAR		
			028.2050.4010		233.80
			STATION #1-MAR		
			029.2100.4010		233.80
			LMD #55-MAR		
			LMD #55-MAR		
			012.8500.4010		14.30
				Total :	**2,228.35**
82729	4/13/2021	000222 UNDERGROUND SERVICE ALERT	MONTHLY DIG ALERT FEE		
			MONTHLY DIG ALERT FEE		
			004.8310.4553		785.50
				Total :	**785.50**
82730	4/13/2021	000233 WAXIE SANITARY SUPPLY	CITY HALL, PARKS, CORP YARD: JANITORIAL		
			CITY HALL, PARKS, CORP YARD: JANITORIAL		
			042.9510.4055		372.36
			CITY HALL, PARKS, CORP YARD: JANITORIAL		
			004.8310.4055		91.67
			CITY HALL, PARKS, CORP YARD: JANITORIAL		
			001.6000.4055		812.81
				Total :	**1,276.84**
82731	4/13/2021	000424 SAN BERNARDINO COUNTY FIRE	HAZARDOUS WASTE FEE 04/21-06/21		
			HAZARDOUS WASTE FEE 04/21-06/21		
			001.4200.4596		11,863.00
				Total :	**11,863.00**
82732	4/13/2021	000662 HI WAY SAFETY INC	TRAFFIC CONES		
			TRAFFIC CONES		
			004.8310.4206		234.46
				Total :	**234.46**
82733	4/13/2021	000979 VERIZON WIRELESS	AIR CARDS-MAR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82733	4/13/2021	000979 VERIZON WIRELESS	(Continued)	
			AIR CARDS-MAR	
			001.2000.4061	76.02
			CELL PHONES/AIR CARDS-APR	
			CELL PHONES-APR	
			001.2000.4061	165.02
			AIR CARDS-APR	
			001.2000.4062	1,064.32
			CELL PHONES-APR	
			001.3200.4061	65.92
			CELL PHONES-APR	
			001.4200.4061	80.03
			AIR CARDS-APR	
			001.4500.4062	114.03
			CELL PHONES-APR	
			001.4600.4061	103.53
			AIR CARDS-APR	
			001.4600.4062	114.03
			CELL PHONES-APR	
			001.6000.4061	68.20
			CELL PHONES-APR	
			001.6010.4061	37.69
			CELL PHONES-APR	
			001.6020.4061	25.80
			CELL PHONES-APR	
			004.8310.4061	157.60
			AIR CARDS-APR	
			004.8310.4062	76.02
			CELL PHONES-APR	
			028.2050.4061	142.54
			AIR CARDS-APR	
			028.2050.4062	266.07
			CELL PHONES-APR	
			042.9510.4061	385.78
			Total :	**2,942.60**
82734	4/13/2021	001072 AUTO ZONE	VEH#116 MAINTENANCE	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82734	4/13/2021	001072 AUTO ZONE	(Continued)		
			VEH#116 MAINTENANCE		
			001.6010.4240		23.63
				Total :	**23.63**
82735	4/13/2021	001230 DEPARTMENT OF FORESTRY	MEDIC SERVICES 10/20-12/20		
			MEDIC SERVICES 10/20-12/20		
			028.2050.4567		444,260.28
			FIRE SERVICES 10/20-12/20		
			FIRE SERVICES 10/20-12/20		
			029.2100.4569		681,189.43
				Total :	**1,125,449.71**
82736	4/13/2021	001439 OFFICE SOLUTIONS	COPY PAPER 11X17		
			COPY PAPER 11X17		
			042.9510.4200		82.58
				Total :	**82.58**
82737	4/13/2021	001476 TIME WARNER CABLE	CITY HALL TELE/INT-APR		
			CITY HALL TELE/INT-APR		
			042.9510.4065		1,640.17
				Total :	**1,640.17**
82738	4/13/2021	001478 BELL ROOF COMPANY	STATION #2 ROOF TOP COAT PROJECT		
			STATION #2 ROOF TOP COAT PROJECT		
			028.2050.4070		991.48
			STATION #2 ROOF TOP COAT PROJECT		
			029.2100.4070		991.47
				Total :	**1,982.95**
82739	4/13/2021	001618 INNOVATIVE FEDERAL STRATEGIES	PROFESSIONAL SERVICES-MAR		
			PROFESSIONAL SERVICES-MAR		
			023.3890.4554		3,000.00
				Total :	**3,000.00**
82740	4/13/2021	001848 SB CO ASSESSORS OFFICE	PARCEL MAP REVISIONS-APR		
			PARCEL MAP REVISIONS-APR		
			001.4100.4310		6.00

Bank code : wfb

Voucher	Date	Vendor		Description/Account		Amount
82740	4/13/2021	001848	001848 SB CO ASSESSORS OFFICE	(Continued)	Total :	6.00
82741	4/13/2021	001996	HINDERLITER, DELLAMAS & ASSOC	SALES TAX AUDIT 3RD QTR		
				SALES TAX AUDIT 3RD QTR		
				001.1450.4505		450.00
					Total :	450.00
82742	4/13/2021	002106	CODE PUBLISHING, INC.	MUNICIPAL CODE CODIFICATION		
				MUNICIPAL CODE CODIFICATION		
				001.1200.4625		372.50
					Total :	372.50
82743	4/13/2021	002221	HUMANE SOCIETY OF	VOUCHER 21-0003		
				VOUCHER 21-0003		
				001.2200.4344		50.00
					Total :	50.00
82744	4/13/2021	002664	INLAND LIGHTING SUPPLIES, INC.	LIGHTING SUPPLIES STATION #3		
				LIGHTING SUPPLIES STATION #3		
				028.2050.4070		58.59
				LIGHTING SUPPLIES STATION #3		
				029.2100.4070		58.59
					Total :	117.18
82745	4/13/2021	002960	BURRTEC WASTE INDUSTRIES INC	DELINQUENT REFUSE 2018/2019		
				DELINQUENT REFUSE 2018/2019		
				051.1495		1,956.93
					Total :	1,956.93
82746	4/13/2021	002960	BURRTEC WASTE INDUSTRIES INC	DELINQUENT REFUSE 2014/2015		
				DELINQUENT REFUSE 2014/2015		
				051.1495		295.68
				DELINQUENT REFUSE 2015/2016		
				DELINQUENT REFUSE 2015/2016		
				051.1495		301.67
				DELINQUENT REFUSE 2015/2016		
				DELINQUENT REFUSE 2015/2016		
				051.1495		603.34
				DELINQUENT REFUSE 2017/2018		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82746	4/13/2021	002960 BURRTEC WASTE INDUSTRIES INC	(Continued)	
			DELINQUENT REFUSE 2017/2018	
			051.1495	504.66
			DELINQUENT REFUSE 2017/2018	
			DELINQUENT REFUSE 2017/2018	
			051.1495	280.36
			DELINQUENT REFUSE 2017/2018	
			DELINQUENT REFUSE 2017/2018	
			051.1495	672.88
			DELINQUENT REFUSE 2018/2019	
			DELINQUENT REFUSE 2018/2019	
			051.1495	341.92
			DELINQUENT REFUSE 2018/2019	
			DELINQUENT REFUSE 2018/2019	
			051.1495	350.32
			Total :	**3,350.83**
82747	4/13/2021	002960 BURRTEC WASTE INDUSTRIES INC	DELINQUENT REFUSE 2010/2011	
			DELINQUENT REFUSE 2010/2011	
			051.1495	309.32
			DELINQUENT REFUSE 2011/2012	
			DELINQUENT REFUSE 2011/2012	
			051.1495	309.32
			DELINQUENT REFUSE 2012/2013	
			DELINQUENT REFUSE 2012/2013	
			051.1495	319.60
			DELINQUENT REFUSE 2013/2014	
			DELINQUENT REFUSE 2013/2014	
			051.1495	320.16
			DELINQUENT REFUSE 2014/2015	
			DELINQUENT REFUSE 2014/2015	
			051.1495	295.68
			DELINQUENT REFUSE 2014/2015	
			DELINQUENT REFUSE 2014/2015	
			051.1495	320.16
			DELINQUENT REFUSE 2015/2016	
			DELINQUENT REFUSE 2015/2016	
			051.1495	331.86

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82747	4/13/2021	002960 BURRTEC WASTE INDUSTRIES INC	(Continued)		
			DELINQUENT REFUSE 2015/2016		
			DELINQUENT REFUSE 2015/2016		
			051.1495		468.21
			DELINQUENT REFUSE 2015/2016		
			DELINQUENT REFUSE 2015/2016		
			051.1495		331.86
			DELINQUENT REFUSE 2016/2017		
			DELINQUENT REFUSE 2016/2017		
			051.1495		239.80
			DELINQUENT REFUSE 2016/2017		
			DELINQUENT REFUSE 2016/2017		
			051.1495		239.80
				Total :	**3,485.77**
82748	4/13/2021	002960 BURRTEC WASTE INDUSTRIES INC	DELINQUENT REFUSE 2016/2017		
			DELINQUENT REFUSE 2016/2017		
			051.1495		213.60
				Total :	**213.60**
82749	4/13/2021	003044 THOMSON REUTERS WEST	CODE BOOKS		
			CODE BOOKS		
			001.1200.4626		1,243.50
				Total :	**1,243.50**
82750	4/13/2021	003713 SATCOM GLOBAL LTD.	SATELLITE PHONES-APR		
			SATELLITE PHONES-APR		
			028.2050.4061		21.37
			SATELLITE PHONES-APR		
			029.2100.4061		21.38
			SATELLITE PHONES-APR		
			001.2000.4061		42.75
			SATELLITE PHONES-APR		
			042.9510.4061		42.75
				Total :	**128.25**
82751	4/13/2021	003836 CALIFORNIA BUILDING	BSAR 01/2021-03/2021		
			BSAR 01/2021-03/2021		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82751	4/13/2021	003836 CALIFORNIA BUILDING	(Continued)		
			001.4500.4543		671.00
			BSAR 01/2021-03/2021		
			051.1480		-67.10
				Total :	**603.90**
82752	4/13/2021	004193 AECOM USA INC.	BRG07001 DES HBP-FEB		
			BRG07001 DES HBP-FEB		
			030.8495.6813		44,565.69
			BRG07001 DES RDA07-FEB		
			BRG07001 DES RDA07-FEB		
			010.3830.6813		5,773.96
				Total :	**50,339.65**
82753	4/13/2021	004329 SAN BERNARDINO SUN	NEWSPAPER SUBSCRIPTION 04/21-04/22		
			NEWSPAPER SUBSCRIPTION 04/21-04/22		
			001.1450.4310		755.75
				Total :	**755.75**
82754	4/13/2021	004697 CHEMCO PRODUCTS COMPANY	PARKS: HVAC WATER SYSTEM TREATMENT		
			PARKS: HVAC WATER SYSTEM TREATMENT		
			001.6000.4588		423.23
			PARKS: HVAC WATER SYSTEM TREATMENT		
			PARKS: HVAC WATER SYSTEM TREATMENT		
			001.6000.4588		423.23
			PARKS: HVAC WATER SYSTEM TREATMENT		
			PARKS: HVAC WATER SYSTEM TREATMENT		
			001.6000.4588		423.23
				Total :	**1,269.69**
82755	4/13/2021	004863 THE EARPHONE GUY, LLC	PD: LAPEL MICROPHONES		
			PD: LAPEL MICROPHONES		
			001.2000.4250		1,008.15
				Total :	**1,008.15**
82756	4/13/2021	004879 DIV OF THE STATE ARCHITECT	AB1379 01/2021-03/2021		
			AB1379 01/2021-03/2021		
			051.1493		390.80

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82756	4/13/2021	004879 004879 DIV OF THE STATE ARCHITECT	(Continued)	Total :	390.80
82757	4/13/2021	004945 ABOVE ALL NAMES CONSTRUCTION	CONCRETE REPAIR WORK-VARIOUS LOCATIONS CONCRETE REPAIR WORK-VARIOUS LOCATIONS 004.8310.4591		10,400.00
				Total :	10,400.00
82758	4/13/2021	005245 JOHNSON EQUIPMENT COMPANY	FS#2: CHARGING STATIONS FS#2: CHARGING STATIONS 029.2100.4245		255.08
			FS#2: CHARGING STATIONS 028.2050.4245		255.07
				Total :	510.15
82759	4/13/2021	005285 LA VERNE POWER EQUIPMENT INC	CORP YARD SUPPLIES CORP YARD SUPPLIES 004.8310.4206		51.28
				Total :	51.28
82760	4/13/2021	005340 FORTIN LAW GROUP	NUNEZ-MIROLA-MAR NUNEZ-MIROLA-MAR 041.9500.4390		1,670.46
				Total :	1,670.46
82761	4/13/2021	005448 SOLANO, ANAELI	REPLACEMENT CK FOR PAYROLL 4/24/20 REPLACEMENT CK FOR PAYROLL 4/24/20 001.1700.4400		274.18
				Total :	274.18
82762	4/13/2021	005530 MCA DIRECT	2021 ELECTION MANUAL 2021 ELECTION MANUAL 001.1200.4335		241.41
				Total :	241.41
82763	4/13/2021	005553 CLARK PEST CONTROL OF STOCKTON	PEST CONTROL YMCA PEST CONTROL 001.6000.4589		89.00
				Total :	89.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82764	4/13/2021	005589 WILTSHIRE URETHANE FOAM CO	REROOFING STATION #1 RET REL		
			REROOFING STATION #1 RET REL		
			028.1350		1,715.75
			REROOFING STATION#1 RET REL		
			REROOFING STATION#1 RET REL		
			029.1350		1,715.75
				Total :	**3,431.50**
82765	4/13/2021	005679 KEN GRODY FORD	VEH#133: SERVICE & REPAIRS		
			VEH#133: SERVICE & REPAIRS		
			042.9510.4240		509.32
			VEH#130: LONG BLOCK ASSEMBLY & MISC GASK		
			VEH#130: LONG BLOCK ASSEMBLY & MISC		
			004.8310.4240		7,249.38
			VEH#125 MAINTENANCE		
			VEH#125 MAINTENANCE		
			001.6000.4240		57.08
			VEH#117 MAINTENANCE		
			VEH#117 MAINTENANCE		
			001.4600.4240		96.78
				Total :	**7,912.56**
82766	4/13/2021	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES		
			OFFICE SUPPLIES		
			001.1700.4200		51.28
				Total :	**51.28**
82767	4/13/2021	005774 GCI ELECTRIC	BUS LIC#012961 REFUND		
			BUS LIC#012961 REFUND		
			001.1450.7450		35.00
			BUS LIC#012961 REFUND		
			051.1493		4.00
				Total :	**39.00**
82768	4/13/2021	005784 KIRK W. STOFFEL	BUS LIC#012130 REFUND		
			BUS LIC#012130 REFUND		
			001.1450.7450		225.00
			BUS LIC#012130 REFUND		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82768	4/13/2021	005784 KIRK W. STOFFEL	(Continued)		
			051.1493		4.00
				Total :	229.00
82769	4/13/2021	005887 RUEDA, JUAN CARLOS	ADMIN CITE#16307		
			ADMIN CITE#16307		
			001.1450.8202		100.00
			ADMIN CITE#16307 APPEAL		
			ADMIN CITE#16307 APPEAL		
			001.1450.8202		25.00
				Total :	125.00
1001826006	4/13/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	REPLACEMENT BENEFIT CONTRIBUTION 2021		
			REPLACEMENT BENEFIT CONTRIBUTION 2021		
			001.1450.3560		963.90
				Total :	963.90
48 Vouchers for bank code : wfb				Bank total :	1,245,050.45
48 Vouchers in this report				Total vouchers :	1,245,050.45

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82770	4/20/2021	000030 SAN BERNARDINO COUNTY SHERIFFS	CAL ID LIVESCAN-FEB		
			CAL ID LIVESCAN-FEB		
			001.2000.4236		4.00
				Total :	**4.00**
82771	4/20/2021	000075 THE COUNSELING TEAM INT'L	EMPLOYEE SUPPORT SERVICES		
			EMPLOYEE SUPPORT SERVICES		
			001.1600.4537		450.00
				Total :	**450.00**
82772	4/20/2021	000085 EAST VALLEY WATER DISTRICT	CORP YARD-MAR		
			CORP YARD-MAR		
			004.8310.4030		70.27
			LMD 25-APR		
			LMD 25-APR		
			012.8500.4030		156.55
			CORP YARD-MAR		
			CORP YARD-MAR		
			004.8310.4030		125.97
			LMD 43-APR		
			LMD 43-APR		
			012.8500.4030		78.25
			CORP YARD-MAR		
			CORP YARD-MAR		
			004.8310.4030		658.74
			LMD 47-APR		
			LMD 47-APR		
			012.8500.4030		223.85
			ATHLETIC CTR-MAR		
			ATHLETIC CTR-MAR		
			001.6000.4030		35.14
			LMD 55-APR		
			LMD 55-APR		
			012.8500.4030		342.80
			ATHLETC CTR-MAR		
			ATHLETC CTR-MAR		
			001.6000.4030		505.70

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82772	4/20/2021	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			YMCA COMMUNITY PARK-MAR	
			YMCA COMMUNITY PARK-MAR	
			001.6000.4030	228.76
			COMMUNITY PARK-MAR	
			COMMUNITY PARK-MAR	
			001.6000.4030	7,585.11
			COMMUNITY PARK-MAR	
			COMMUNITY PARK-MAR	
			001.6000.4030	52.70
			CUNNINGAM PARK-MAR	
			CUNNINGAM PARK-MAR	
			016.8540.4030	72.81
			OAK CREEK PARK-MAR	
			OAK CREEK PARK-MAR	
			016.8540.4030	872.25
			COMM CTR-MAR	
			COMM CTR-MAR	
			001.6000.4030	52.70
			COMM. CTR IRRIGATION-MAR	
			COMM. CTR IRRIGATION-MAR	
			001.6000.4030	448.68
			LIBRARY/ELC-MAR	
			LIBRARY/ELC-MAR	
			001.6000.4030	70.27
			LIBRARY/ELC-MAR	
			LIBRARY/ELC-MAR	
			001.6000.4030	176.71
			LIBRARY/ELC-MAR	
			LIBRARY/ELC-MAR	
			001.6000.4030	381.57
			LMD 10-MAR	
			LMD 10-MAR	
			012.8500.4030	680.73
			LMD 10-MAR	
			LMD 10-MAR	
			012.8500.4030	589.60
			LMD 30-MAR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82772	4/20/2021	000085 EAST VALLEY WATER DISTRICT	(Continued)		
			LMD 30-MAR		
			012.8500.4030		228.30
			LMD 34-MAR		
			LMD 34-MAR		
			012.8500.4030		99.13
			LMD #76-APR		
			LMD #76-APR		
			012.8500.4030		79.69
			LMD 11-APR		
			LMD 11-APR		
			012.8500.4030		224.19
			LMD 16-APR		
			LMD 16-APR		
			012.8500.4030		54.27
			LMD 17-1-APR		
			LMD 17-1-APR		
			012.8500.4030		107.84
			LMD 17-B-APR		
			LMD 17-B-APR		
			012.8500.4030		570.89
			LMD 17-C-APR		
			LMD 17-C-APR		
			012.8500.4030		161.56
			LMD 17-D-APR		
			LMD 17-D-APR		
			012.8500.4030		67.81
				Total :	**15,002.84**
82773	4/20/2021	000090 FEDEX	OVERNIGHT MAIL		
			OVERNIGHT MAIL		
			001.4100.4210		43.83
				Total :	**43.83**
82774	4/20/2021	000127 K & L HARDWARE	STATION #3 SUPPLIES		
			STATION #3 SUPPLIES		
			028.2050.4070		69.42
			STATION #3 SUPPLIES		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82774	4/20/2021	000127 K & L HARDWARE	(Continued)	
			029.2100.4070 STATION #1 SUPPLIES STATION #1 SUPPLIES	69.41
			028.2050.4070 STATION #1 SUPPLIES	7.95
			029.2100.4070 STATION #3 SUPPLIES STATION #3 SUPPLIES	7.95
			028.2050.4070 STATION #3 SUPPLIES	18.63
			029.2100.4070 STATION #3 SUPPLIES STATION #3 SUPPLIES	18.63
			028.2050.4070 STATION #3 SUPPLIES	40.38
			029.2100.4070 POLICE SUPPLIES POLICE SUPPLIES	40.38
			001.2000.4070 CORP YARD SUPPLIES CORP YARD SUPPLIES	12.06
			004.8310.4206	8.58
			Total :	**293.39**
82775	4/20/2021	000203 SOUTHERN CALIFORNIA EDISON	CUNNINGHAM PARK-MAR CUNNINGHAM PARK-MAR	
			016.8540.4010 HIGHLAND COMMUNITY PARK-MAR HIGHLAND COMMUNITY PARK-MAR	14.30
			001.6000.4010 CANYON OAK-MAR CANYON OAK-MAR	206.10
			016.8540.4010 SEELEY PARK-MAR SEELEY PARK-MAR	17.76
			016.8540.4010 LMD'S-MAR	14.94

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82775	4/20/2021	000203 SOUTHERN CALIFORNIA EDISON	(Continued)		
			LMD'S-MAR		
			012.8500.4010		544.30
			LS3 METER-MAR		
			LS3 METER-MAR		
			013.8510.4011		24.70
			LS#3-APR		
			LS#3-APR		
			013.8510.4011		58.23
			LMD#76-APR		
			LMD#76-APR		
			012.8500.4010		14.30
				Total :	**894.63**
82776	4/20/2021	000207 KONICA MINOLTA	COPIER LEASE-MAY		
			COPIER LEASE-MAY		
			042.9510.4205		1,054.54
			COPIER LEASE-MAY		
			001.2000.4205		625.29
				Total :	**1,679.83**
82777	4/20/2021	000774 ARROWHEAD CREDIT UNION-DEPT 91	LOCC: VIRTUAL CONFERENCE PLANNING COMMIS		
			LOCC: V/CONFERENCE - TAFOLLA		
			001.4100.4320		250.00
			LOCC: V/CONFERENCE - SYED		
			001.4100.4320		250.00
			LOCC: V/CONFERENCE - HAMERLY		
			001.4100.4320		250.00
			LOCC: V/CONFERENCE - THOMAS		
			001.4100.4320		250.00
			LOCC: V/CONFERENCE - SUTORUS		
			001.4100.4320		250.00
			LOCC: V/CONFERENCE - AMAYA		
			001.4100.4320		250.00
			LOCC: V/CONFERENCE - MILLER		
			001.4100.4320		250.00
			DRI CRASH PLAN		
			DRI CRASH PLAN		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82777	4/20/2021	000774 ARROWHEAD CREDIT UNION-DEPT 91	(Continued)		
			042.9510.4208		19.98
			SCWMF SPRING CONF: MORGAN		
			SCWMF SPRING CONF: MORGAN		
			001.4200.4320		25.00
			TELECONFERENCE MEETING		
			TELECONFERENCE MEETING		
			042.9510.4310		5.03
			VIRTUAL MEETINGS - ZOOM		
			VIRTUAL MEETINGS - ZOOM		
			042.9510.4310		110.00
			THE ID BOOK		
			THE ID BOOK		
			001.1200.4200		30.86
				Total :	**1,940.87**
82778	4/20/2021	001035 DEPARTMENT OF JUSTICE	FINGERPRINT APPS		
			FINGERPRINT APPS-AKITA		
			001.1700.4236		32.00
				Total :	**32.00**
82779	4/20/2021	001072 AUTO ZONE	VEH#126 MAINTENANCE		
			VEH#126 MAINTENANCE		
			004.8310.4240		141.06
				Total :	**141.06**
82780	4/20/2021	001193 LIFE ASSIST, INC.	FS#1-3: PARAMEDIC SUPPLIES		
			FS#1-3: PARAMEDIC SUPPLIES		
			028.2050.4207		260.84
				Total :	**260.84**
82781	4/20/2021	001527 SHRED-IT, C/O STERICYLCE INC.	SHREDDING SERVICES		
			SHREDDING SERVICES		
			001.1200.4626		89.34
				Total :	**89.34**
82782	4/20/2021	001679 MC CRAY'S ENTERPRISES	ME543: COOLANT REPAIR		
			ME543: COOLANT REPAIR		
			029.2100.4240		1,741.72

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82782	4/20/2021	001679 MC CRAY'S ENTERPRISES	(Continued)		
			ME543: COOLANT REPAIR		
			028.2050.4240		1,741.72
				Total :	**3,483.44**
82783	4/20/2021	001764 DEPENDABLE COFFEE & WATER SVC.	BREAKROOM SUPPLIES		
			BREAKROOM SUPPLIES		
			042.9510.4200		66.39
			BREAKROOM SUPPLIES		
			BREAKROOM SUPPLIES		
			042.9510.4200		13.44
				Total :	**79.83**
82784	4/20/2021	002664 INLAND LIGHTING SUPPLIES, INC.	CITY HALL: LIGHTING SUPPLIES		
			CITY HALL: LIGHTING SUPPLIES		
			042.9510.4070		253.04
			LIGHTING SUPPLIES CORP YARD		
			LIGHTING SUPPLIES CORP YARD		
			004.8310.4070		95.70
			LIGHTING SUPPLIES POLICE		
			LIGHTING SUPPLIES POLICE		
			001.2000.4070		226.74
			LIGHTING SUPPLIES STATION #3		
			LIGHTING SUPPLIES STATION #3		
			028.2050.4070		34.80
			LIGHTING SUPPLIES STATION #3		
			029.2100.4070		34.80
			LIGHTING SUPPLIES COMMUNITY PARK		
			LIGHTING SUPPLIES COMMUNITY PARK		
			001.6000.4206		206.63
			LIGHTING SUPPLIES YMCA		
			LIGHTING SUPPLIES YMCA		
			001.6000.4070		244.69
			LIGHTING SUPPLIES LIBRARY		
			LIGHTING SUPPLIES LIBRARY		
			001.6000.4070		58.73
				Total :	**1,155.13**

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82785	4/20/2021	003885 IWORQ	IWORQ SYSTEM SOFTWARE 05/2021-04/2022		
			IWORQ SYSTEM SOFTWARE 05/2021-04/2022		
			001.4100.4255		2,565.00
			IWORQ SYSTEM SOFTWARE 05/2021-04/2022		
			001.4500.4255		2,565.00
			IWORQ SYSTEM SOFTWARE 05/2021-04/2022		
			001.4600.4255		2,565.00
				Total :	**7,695.00**
82786	4/20/2021	004206 #1 SON PLUMBING	BACKFLOW TESTING/REPAIR LMD 16		
			BACKFLOW TESTING/REPAIR LMD 16		
			012.8500.4030		185.00
				Total :	**185.00**
82787	4/20/2021	004298 ZOLL MEDICAL CORPORATION	FS#3: PARAMEDIC SUPPLIES		
			FS#3: PARAMEDIC SUPPLIES		
			028.2050.4207		1,154.25
				Total :	**1,154.25**
82788	4/20/2021	004970 NCE	STR19003 DE GCF-MAR		
			STR19003 DE GCF-MAR		
			023.3890.6530		1,570.00
				Total :	**1,570.00**
82789	4/20/2021	005285 LA VERNE POWER EQUIPMENT INC	STRING TRIMMER		
			STRING TRIMMER		
			004.8310.4203		467.61
				Total :	**467.61**
82790	4/20/2021	005295 AB FENCE COMPANY, INC.	CLOVER HILL DRIVE REMOVE/REPLACE POST		
			CLOVER HILL DRIVE REMOVE/REPLACE POST		
			001.6100.4206		250.00
				Total :	**250.00**
82791	4/20/2021	005310 KOA CORPORATION	STR17001-DE COSB-DEC		
			STR17001-DE COSB-DEC		
			027.8490.6530		8.73
			STR17001-DE RDA04-DEC		
			STR17001-DE RDA04-DEC		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82791	4/20/2021	005310 KOA CORPORATION	(Continued)	
			010.3830.6530 STR17001-DE ART3-DEC STR17001-DE ART3-DEC	1,803.77
			005.8320.6530 STR17001-DE COSB-FEB STR17001-DE COSB-FEB	3,323.52
			027.8490.6530 STR17001-DE RDA04-FEB STR17001-DE RDA04-FEB	9.80
			010.3830.6530 STR17001-DE ART3-FEB STR17001-DE ART3-FEB	2,024.94
			005.8320.6530 STR17001-DE COSB-MAR STR17001-DE COSB-MAR	3,731.02
			027.8490.6530 STR17001-DE RDA04-MAR STR17001-DE RDA04-MAR	3.02
			010.3830.6530 STR17001-DE ART3-MAR STR17001-DE ART3-MAR	623.73
			005.8320.6530	1,149.25
			Total :	**12,677.78**
82792	4/20/2021	005326 RP LANDSCAPE & IRRIGATION	LANDSCAPING-MAR LANDSCAPING-MAR	
			012.8500.4585 LANDSCAPING-MAR MEMORIAL PARK LANDSCAPING-MAR	17,765.00
			001.6000.4585 POLICE STATION LANDSCAPING-MAR	400.00
			001.2000.4585 CITY HALL LANDSCAPING-MAR	500.00
			042.9510.4585 LIBRARY LANDSCAPING-MAR	500.00
			001.6000.4585 YMCA LANDSCAPING-MAR	600.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82792	4/20/2021	005326 RP LANDSCAPE & IRRIGATION	(Continued)		
			001.6000.4585 CORP YARD LANDSCAPING-MAR		600.00
			004.8310.4585 AURANTIA PARK LANDSCAPING-MAR		400.00
			001.6000.4585 COMMUNITY PARK LANDSCAPING-MAR		933.00
			001.6000.4585 CANYON OAK PARK LANDSCAPING-MAR		3,691.00
			016.8540.4585 CUNNINGHAM PARK LANDSCAPING-MAR		356.00
			016.8540.4585 SEELEY PARK LANDSCAPING-MAR		453.00
			016.8540.4585 OAK CREEK PARK LANDSCAPING-MAR		299.00
			016.8540.4585		556.00
				Total :	**27,053.00**
82793	4/20/2021	005553 CLARK PEST CONTROL OF STOCKTON	PEST CONTROL CITY HALL PEST CONTROL		
			042.9510.4589		60.00
				Total :	**60.00**
82794	4/20/2021	005679 KEN GRODY FORD	VEH#107: VARIOUS REPAIRS VEH#107: VARIOUS REPAIRS		
			004.8310.4240 VEH#116: REPAIR CENTER SUPPORT BEARING VEH#116: REPAIR CENTER SUPPORT BEARING		1,066.88
			001.6010.4240		314.24
				Total :	**1,381.12**
82795	4/20/2021	005737 AGA ENGINEERS, INC.	TRAFFIC SIGNAL MONITORING SERVICES-MAR TRAFFIC SIGNAL MONITORING SERVICES-MAR		
			020.8440.4550		3,200.00
				Total :	**3,200.00**
82796	4/20/2021	005739 GORITZ, CAMILLE	MILEAGE REIMB-GORITZ MILEAGE REIMB-GORITZ		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82796	4/20/2021	005739 GORITZ, CAMILLE	(Continued)		
			001.4100.4332		8.96
				Total :	**8.96**
82797	4/20/2021	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES		
			OFFICE SUPPLIES		
			001.1700.4200		43.09
			NETWORK CABLES		
			NETWORK CABLES		
			042.9510.4208		168.47
			PD: BATTERY BACKUPS		
			PD: BATTERY BACKUPS		
			001.2000.4203		558.16
				Total :	**769.72**
82798	4/20/2021	005885 EPLUS TECHNOLOGY, INC.	VEEAM BACKSUP SOFTWARE LIC 1YR		
			VEEAM BACKSUP SOFTWARE LIC 1YR		
			042.9510.4533		1,814.29
				Total :	**1,814.29**
82799	4/20/2021	005888 ENERGY SERVICES PARTNERS INC.	REIMB BP#20200907		
			REIMB BP#20200907		
			001.1450.7600		165.00
				Total :	**165.00**
82800	4/20/2021	005889 STATER ELECTRIC, LLC.	REIMB BP#20200038		
			REIMB BP#20200038		
			001.1450.7600		75.00
				Total :	**75.00**
82801	4/20/2021	005890 KINDT, BETH	BUS LIC#013187 REFUND		
			BUS LIC#013187 REFUND		
			001.1450.7450		134.00
			BUS LIC#013187 REFUND		
			051.1493		4.00
				Total :	**138.00**
32 Vouchers for bank code : wfb				**Bank total :**	**84,215.76**

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
32	Vouchers in this report		Total vouchers :	84,215.76

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Joseph A. Hughes, City Manager

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

SUBJECT: Treasurer's Report for March 2021

RECOMMENDATION: City Council to receive and file the Treasurer's Report for March 2021.

FISCAL IMPACT: Cash and Investments:

General Fund	$ 4,759,958.43
Special Revenue Funds	$28,173,418.19
Internal Service Funds	$ 3,897,334.72
Capital Projects Funds	$20,121,728.54
Agency Funds	$ 2,215,555.48
Housing Authority Fund	$ 3,678,033.70
SARDA Funds	$ 2,133,023.96

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

BACKGROUND: Increases in the checking account were due to revenues received plus funds wired from LAIF and CAMP. Decreases in the checking account were a result of payments to vendors, payroll and funds wired to LAIF, CAMP and U.S. Bank.

Increases in the fiscal agent accounts (US Bank) resulted from interest and bond payment receipt. Decreases resulted in vendor payments and debt service payments.

Increases in the CAMP account were due to interest received. Decreases were a result of funds being wired to the city's checking account primarily for payment of public works projects.

The maximum limit on regular accounts is $65M.

Approved _____ Motion _____ Second _____ Agenda Item No. 4

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

City Clerk

City Manager

CITY OF HIGHLAND
Treasurer's Report
as of March 31, 2021

CASH AND BANK ACCOUNTS:

Cash on Hand-Office Petty Cash & Change Fund Accounts	1,150.00
Wells Fargo Checking-Account #*******236	9,606,622.87

DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: LOCAL GOVERNMENT INVESTMENT POOLS				
California Treasurer's Local Agency Investment Fund (LAIF)	n/a	0.357%		
General Fund			4,570,565.17	
Special Revenue Funds			18,066,521.00	
Internal Service Funds			4,521,408.00	
Capital Projects Funds			13,457,674.00	
Total City LAIF Funds				40,616,168.17
Housing Authority Fund			3,544,067.04	
Total Housing Authority LAIF Funds				3,544,067.04
Total LAIF Funds				44,160,235.21

1) Maximum limits on accounts are $65M City and $65M Housing Authority.
2) Quarterly interest earnings are deposited directly to accounts.
3) Funds are available within 24 hours or less depending on time of wire.
4) Pooled Money Investment Board Report dated February 2021 on-line for listing of investments.
5) Market Value is based on the December 31, 2020 applicable percentage of 1.002271318.
6) Market Value is $44,260,537.15 ($44,160,235.21 x 1.002271318).

California Asset Management Program (CAMP)	n/a	0.080%		
General Fund			131,734.37	
Special Revenue Funds			1,553,654.00	
Capital Projects Funds			7,148,203.00	
Total CAMP Funds				8,833,591.37
INVESTMENTS: FISCAL AGENT ACCOUNTS				
US Bank Corporate Trust Services (Community Facilities Districts)				
Community Facilities District (CFD) 90-1				
Administrative Expense Fund #128262-011				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	86,836.32	86,836.32
Fire Protection Expense Fund #128262-012				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	267,706.75	267,706.75
Police Protection Expense Fund #128262-013				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	99,014.78	99,014.78
Community Facilities District (CFD) 2001-1				
Special Tax Fund #149239000				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	175,946.07	175,946.07
Interest Account #149239001				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	18.53	18.53
Principal Account #149239002				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	0.02	0.02
Reserve Fund #149239003				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	480,268.41	480,268.41
Administrative Expense Fund #149239004				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	35,775.77	35,775.77
Surplus Fund #149239006				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	59,100.96	59,100.96
Community Facilities District (CFD) 2007-1				
Administrative Expense Fund #260722000				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	8,834.39	8,834.39
Fire Expense Fund #260722001				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	12,432.35	12,432.35
Police Expense Fund #260722002				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	4,598.03	4,598.03
TOTAL INVESTMENTS US BANK (COMMUNITY FACILITIES DISTRICTS)				1,230,532.38

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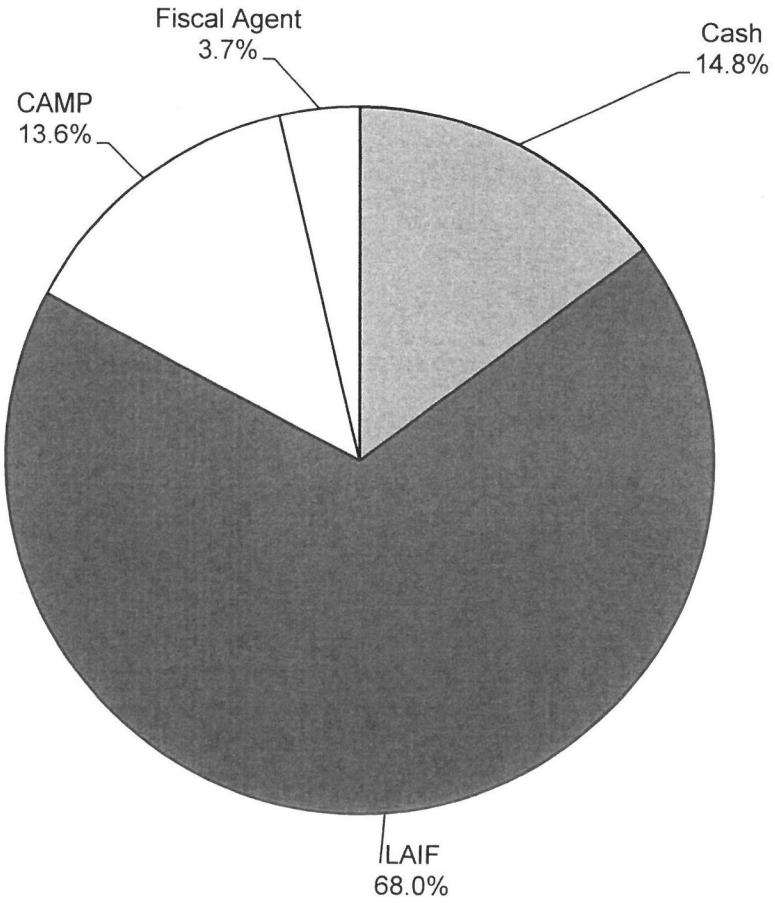
DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: FISCAL AGENT ACCOUNTS (continued)				
US Bank Corporate Trust Services (SARDA)				
2004B Tax Allocation Refunding Bonds				
Special Fund 786709001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	8.69	8.69
Interest Fund 786709002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Principal Fund 786709003				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 786709004				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	176,433.80	176,433.80
2015A Tax Allocation Refunding Bonds				
Special Fund 268777000				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	3.00	3.00
Interest Fund 268777001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Principal Fund 268777002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 268777004				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	956,966.86	956,966.86
Expense Account 268777006				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	13,504.09	13,504.09
2017 Tax Allocation Refunding Bonds				
Debt Service Fund 259928000				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	4.75	4.75
Interest Fund 259928001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Principal Fund 259928002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
TOTAL INVESTMENTS US BANK (SARDA)				1,146,921.19
TOTAL CASH AND INVESTMENTS				**64,979,053.02**

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

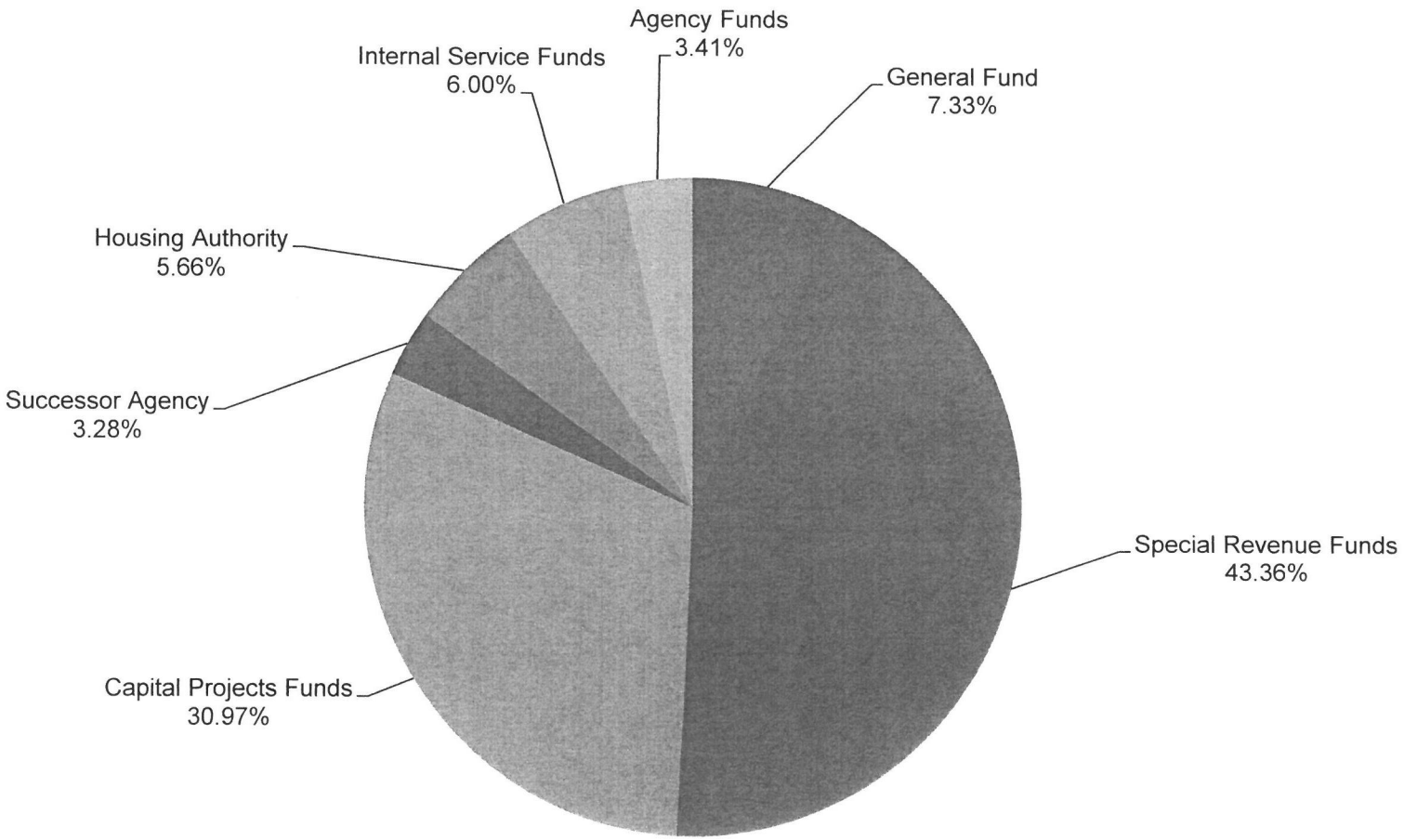
SIGNED:_____
Joseph A. Hughes
CITY MANAGER

SIGNED:_____
Chuck Dantuono
DIRECTOR OF ADMINISTRATIVE SERVICES/CITY TREASURER

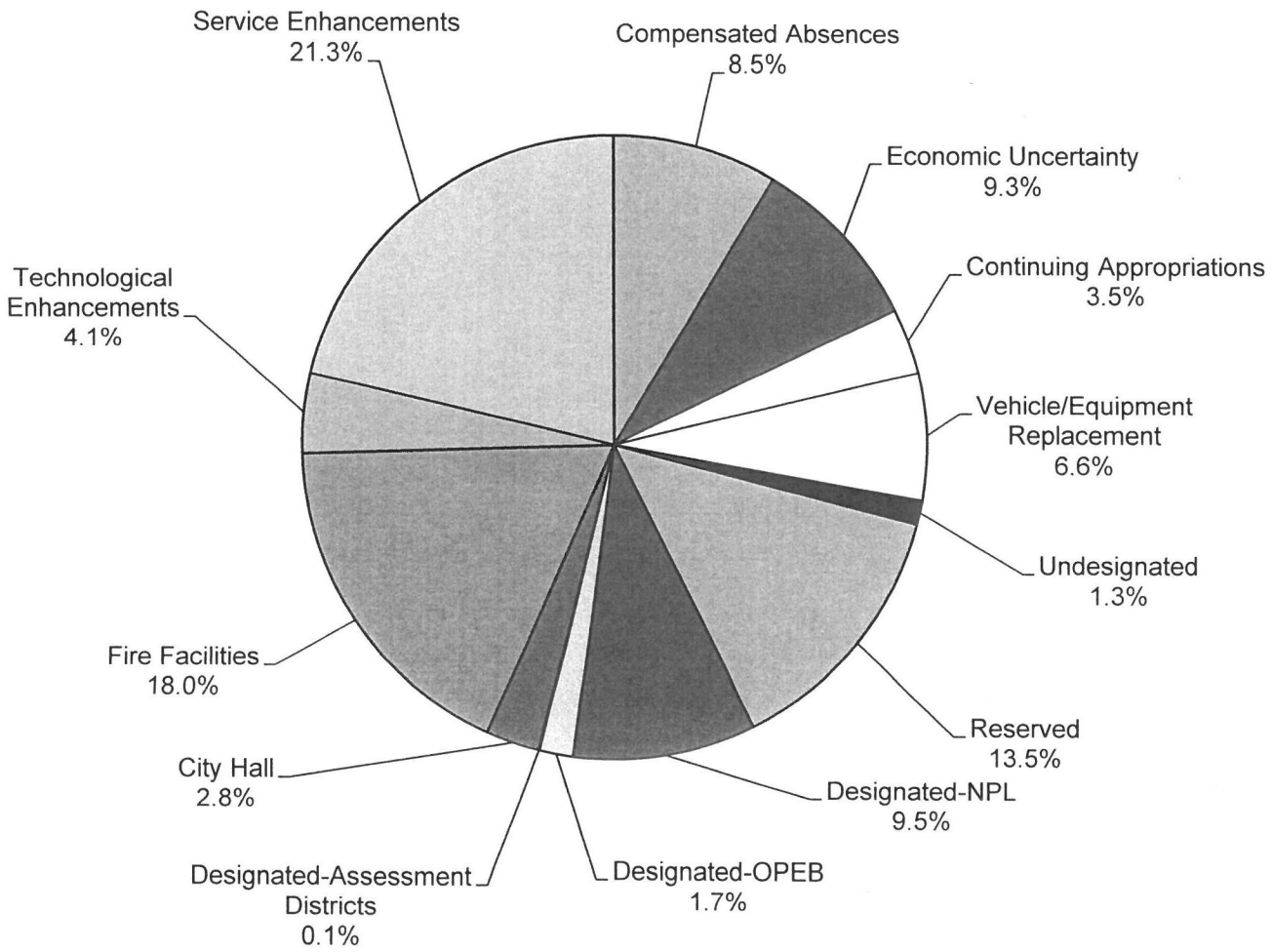
Treasurer's Report



Cash & Investments



General Fund Reserves



STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

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 – Nicholas Munoz

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

BACKGROUND: The Claim was received in the City Clerk's Office on March 29, 2021. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

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

Approved _____ Motion _____ Second _____ Agenda Item No. 5

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

D Hughes

City Clerk

City Manager

GEORGE HILLS
Our minds over your matters.

April 8, 2021

Betty Hughes
City of Highland

RE:		
	Client:	City of Highland
	Claim Number:	GHC0035839
	Date of Loss:	02/27/2021
	Claimant:	Nicholas Munoz

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

City of
HIGHLAND
Inc. 1987

March 29, 2021

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

Re: Claimant(s): Nicholas Munoz
Incident Date: February 27, 2021

Dear Samantha:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on March 29, 2021, by the above referenced claimant(s). Please review and advise this office on the appropriate action to be taken. This item will be tentatively scheduled for the City Council regular meeting of Tuesday, April 13, 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

claims/george hills letters/gh nicholas munoz ltr.docx

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 • www.cityofhighland.org

RECEIVED
MAR 29 2021
CITY OF HIGHLAND

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

Received:_____

By: _____
☐ 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 I Muñoz.

   a. Complete Address of Claimant, including City, State and Zip Code:
   1721 E Colton Ave Spc 49
   Redlands CA 92374.

   b. Phone Number (909) 677-5592.

   c. Date of Birth 9/17/87

   d. Social Security Number__ _____

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

____ _____

Issued by which State: CA

____ Driver's License ✓ Identification Card

Expiration Date: 09/17/2025

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

Nicholas I Munoz (909)677-5592
1721 E Colton Ave 92374

3. Occurrence or event from which the claim arises:

a. Date of occurrence 2/27/21

b. Time of occurrence 11:38 pm

c. Place of occurrence (Exact and specific location)

West bound on 5th st Right before Church 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).

I was driving and hit a big Rock on the road and it damaged my Rim.

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

There was Rocks on the road.

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".

The Rocks damaged my Rim and alliyment. Rim is cracked and theres a bubble in my tire.

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

6. Name and address of any other person injured:

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

Nicholas Munoz
1721 E Colton Ave Spc 49 Redland CA-92374

8. Damages Claimed:

a. Amount claimed as of this date: $1,440.48

b. Estimate amount of future costs: $1,440.48

c. Total amount claimed: $1,440.48.

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

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

a. Esmeralda Muñiz

b. _____

c. _____

d. _____

e. _____

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

I have pictures and I have the Rock and I also had to get my car towed that night.

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: _____
City and State

Date: 3-22-21

Nicholas Muñoz
Signature of Claimant

Nichaus Muñoz.
Printed name of person signing above

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

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

SUBJECT: Claim Consideration – Ronald Ditty

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

BACKGROUND: The Claim was received in the City Clerk's Office on April 5, 2021. 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. 6
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

B Hughes

City Clerk

City Manager

GEORGE HILLS
Our minds over your matters.

April 8, 2021

Betty Hughes
City of Highland

RE:		
	Client:	City of Highland
	Claim Number:	GHC0035839
	Date of Loss:	02/27/2021
	Claimant:	Ronald Ditty

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

City of
HIGHLAND
Inc. 1987

April 5, 2021

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

Re: Claimant(s): Ronald Ditty
Incident Date: October 26, 2020

Dear Samantha:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on April 5, 2021, 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, April 27, 2021, 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

claims/george hills letters/gh ditty out of city ltr.docx

Mayor	Mayor Pro Tem	City Council	City Council	City Council	City Manager
Penny Lilburn	Larry McCallon	Jesse Chavez	Anaeli Solano	John P. Timmer	Joseph A. Hughes

27215 Base Line • Highland, CA 92346
Tel: 909.864.6861 • Fax: 909.862.3180 • www.cityofhighland.org

ELLISLAW
CORPORATION
– 25 years and counting –

2230 E. Maple Avenue, El Segundo, CA 90245
P: 310.641.3335 F: 310.641.6664

April 2, 2021

Via US Regular & Certified Mail

CITY CLERK, CITY OF HIGHLAND
272 BASE LINE
HIGHLAND, CA 92346

RE:	**Our Client:**	**Ronald Ditty**
	Date of Injury:	**10/26/2020**

Dear Sir/Madam:

Our office represents Mr. Ronald Ditty in a claim for personal injuries and damages as a consequence within your jurisdiction.

Attached is a claim form, please sign and send back a conformed copy.

If you have any questions please contact our office at (310) 641-3335

Very truly yours,

ELLIS LAW CORPORATION

Elizabeth Martinez
Legal Assistant to Andrew L. Ellis

#210845

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

Received:_____

By:_____

☐ 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 Ronald Ditty

   a. Complete Address of Claimant, including City, State and Zip Code:

   4040 Piedmont Drive SPC 151

   Highland, CA 92346

   b. Phone Number (_____)

   c. Date of Birth_____

   d. Social Security Number_____

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

Issued by which State: CA

_____ Driver's License _____ Identification Card

Expiration Date:

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

Ellis Law Corporation (310) 641-3335

2230 E Maple Avenue El Segundo, CA 90245

3. Occurrence or event from which the claim arises:

a. Date of occurrence 10/26/2020

b. Time of occurrence 1:15pm

c. Place of occurrence (Exact and specific location)

4040 Piedmont Drive SPC 151

Highland, CA 92346

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

See Attachment

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

See Attachment

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".

See Attachment

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

Uknown at the moment

6. Name and address of any other person injured:

N/A

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

Ronald Ditty- 4040 Piedmont Drive SPC 151

Highland, CA 92346

8. Damages Claimed:

a. Amount claimed as of this date: $_____

b. Estimate amount of future costs: $_____

c. Total amount claimed: $Exceed $500,000.00

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

See attachment

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

a. Kaiser Permanente - 9961 Siera Ave Fontana, CA 92335-6720

b. Healthpointe- 290 N 10th St #100 Colton, CA 92324

c. Onsyte Imaging- 165 W. Hospitality Lane Suite 19E San Bernardino, CA 92408

d. _____

e. _____

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

_____

_____

_____

_____

_____

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

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

Signed at: El Segundo, CA
City and State

Date: 9/1/2021

[signature] attorney
Signature of Claimant

Justina G Raman
Printed name of person signing above

CLAIM AGAINST CITY OF HIGHLAND
CONTINUED ATTACHMENT 1 OF 1: Ronald Ditty

3D. 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).

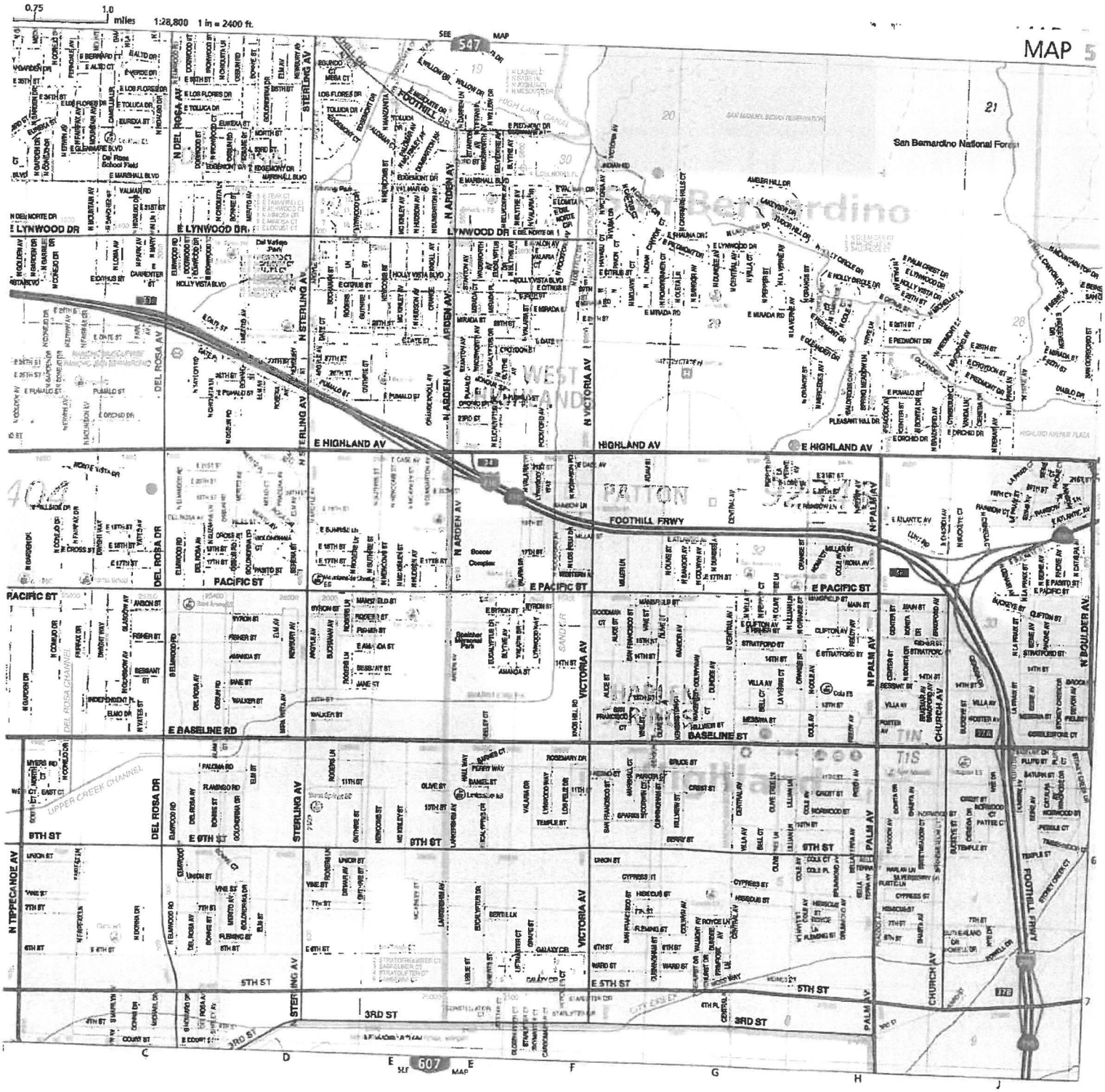
On October 26, 2020, at approximately 1:15 pm, Mr. Ronald Ditty was sitting in his dinning room table located inside the property of 4040 Piedmont Drive SPC 151 Highland, CA 92346. At said time and place, a tree came crashing down violently into the roof of his property causing him to fall backward and land on his head and back. As a result of this tree falling into the roof of his home Mr. Ditty sustained multiple injuries requiring treatment.

3E. What particular action by the City, or its employees, caused the alleged damage or injury?

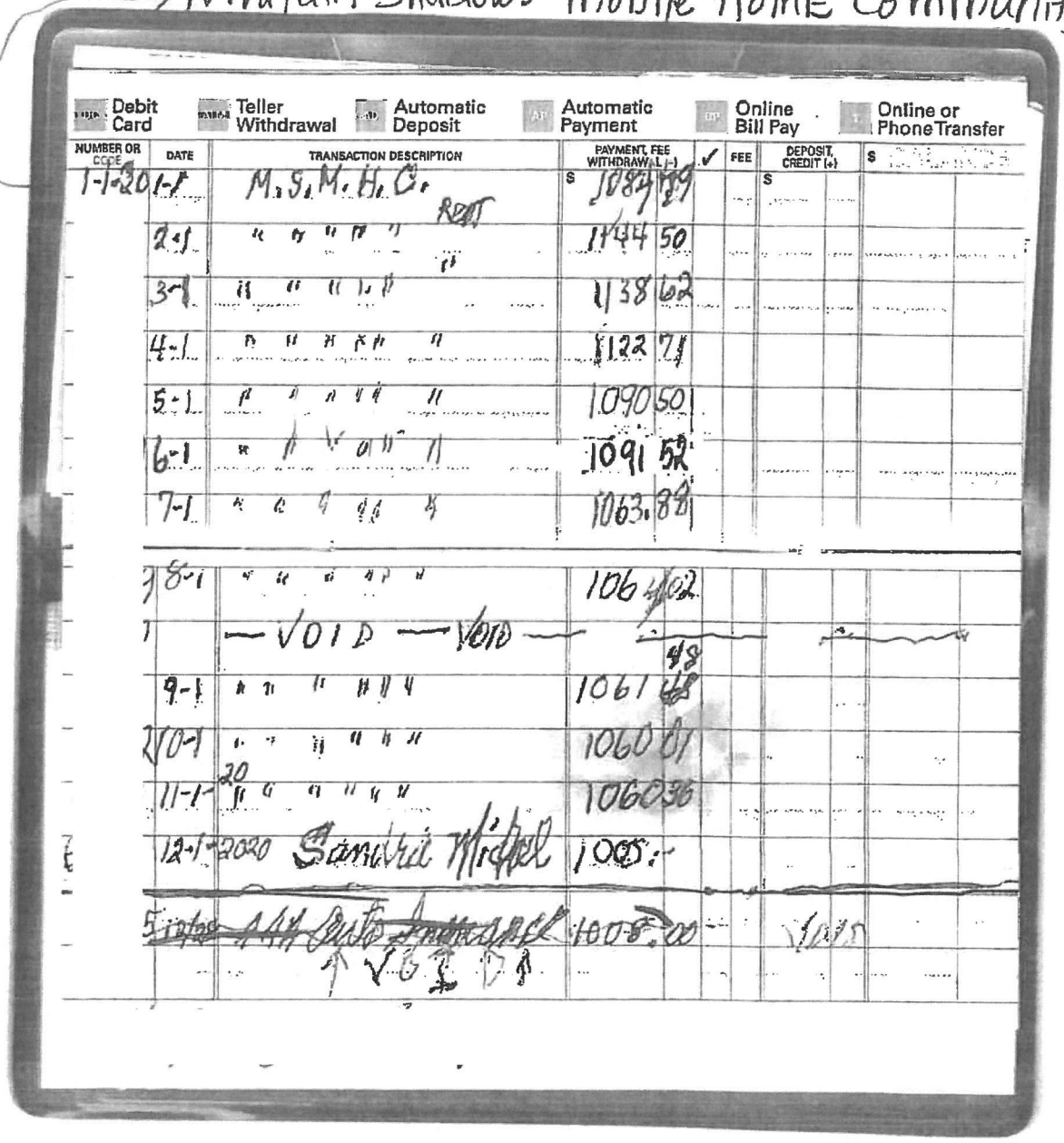
The City of Highland and/or their employees failed to properly control, maintain, design, operate and/or safeguard the premises described above such that they allowed trees on the property described to be left in disrepair causing Mr. Ditty to suffer injuries. Further, the City of Highland failed to warn citizens of the dangerous condition and/or correct the dangerous condition despite having notice of the condition.

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

The City of Highland and/or their employees failed to properly control, maintain, design, operate and/or safeguard the premises described above such that deteriorated and/or dangerous trees were allowed to exist and causing Mr. Ditty to suffer injuries. Further, the City of Highland failed to warn citizens of the dangerous condition and/or correct the dangerous condition despite having notice of the condition. Property Damage- Mr. Ditty's home is a total loss; home furniture damage and replacement related thereof, accumulating rent fees, monthly storage fees, transitional living fees, transportation fees and but not limited to vehicle damage fees. Bodily Injury-Mr. Ditty sustained multiple injuries to the head, neck, upper mid and lower back, left wrist and left hand as well as other injuries diagnosed by his doctors.


0.75 1.0 miles 1:28,800 1 in = 2400 ft.
MAP
SEE MAP 547
SEE MAP 607
San Bernardino National Forest
E LYNWOOD DR
E HIGHLAND AV
E PACIFIC ST
E BASELINE RD
E 9TH ST
E 5TH ST
3RD ST
N DEL ROSA AV
N STERLING AV
N ARDEN AV
N VICTORIA AV
N PALM AV
DEL ROSA DR
FOOTHILL FRWY
PATTON
WEST HIGHLAND
UPPER CREEK CHANNEL
DEL ROSA CHANNEL
Del Rosa School Field
Del Verde Park
Soccer Complex
Speidel Memorial Park
C
D
E
F
G
H
J

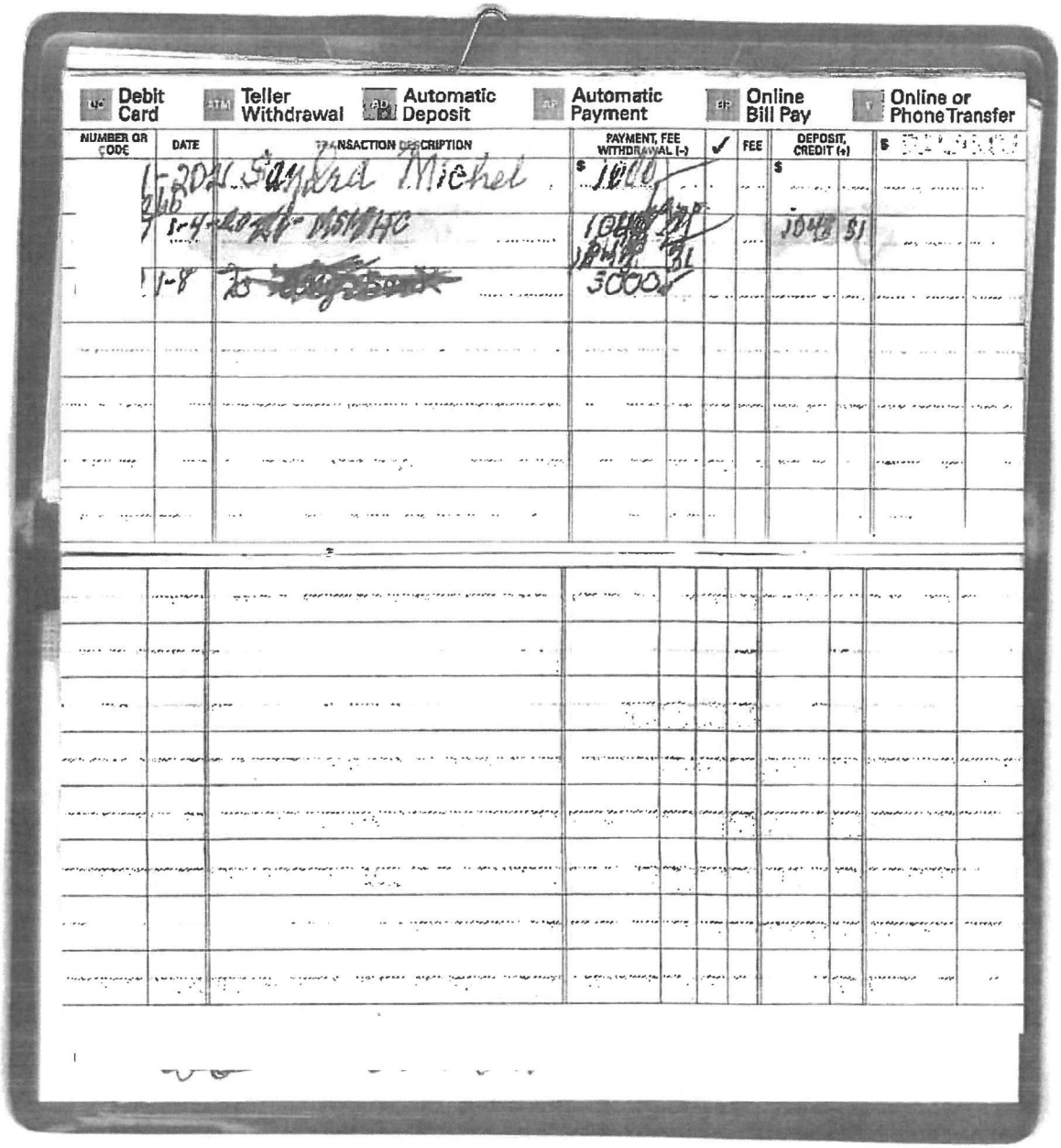
→ Mountain Shadows Mobile Home Community



Debit Card | Teller Withdrawal | Automatic Deposit | Automatic Payment | Online Bill Pay | Online or Phone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (-)	✓	FEE	DEPOSIT, CREDIT (+)	$
1-1-20	1-1	M.S.M.H.C. Rent	$ 1084 89			$	
	2-1	" " " " "	1144 50				
	3-1	" " " " "	1138 62				
	4-1	" " " " "	1122 71				
	5-1	" " " " "	1090 50				
	6-1	" " " " "	1091 52				
	7-1	" " " " "	1063 88				
	8-1	" " " " "	106 102				
		— VOID — Void —	48				
	9-1	" " " " "	1061 68				
	10-1	" " " " "	1060 01				
	11-1-20	" " " " "	106036				
	12-1-2020	Sandra Michel	1005.-				
		~~Rent Late Fee~~	~~100.00~~			1005	
		↑ VOID					

December paid Cash



DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or Phone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (-)	✓	FEE	DEPOSIT, CREDIT (+)	$
	1-2021	Sanford Michel	$ 1000			$	
	1-4-20	ZL- MSMHC	100			1044 51	
	1-8	To [redacted]	3000				

RECEIPT DATE Nov. 1st 2020 No. 031550

RECEIVED FROM Ronald Ditty $ 1000.00

One Thousand and No/100 DOLLARS

X FOR RENT
O FOR Month of November

ACCOUNT		X CASH	FROM 11-01-20 TO 11-30-20
PAYMENT		O CHECK	
BAL. DUE		O MONEY ORDER	BY Sandra Michel
		O CREDIT CARD	

RECEIPT DATE Dec. 1st 2020 No. 031551

RECEIVED FROM Ronald Ditty $ 1000.00

One Thousand and NO/100 DOLLARS

X FOR RENT
O FOR Month of December

ACCOUNT		O CASH	FROM 12-01-20 TO 12-31-20
PAYMENT	#6064	X CHECK	
BAL. DUE		O MONEY ORDER	BY Sandra Michel
		O CREDIT CARD	

RECEIPT DATE Jan 1st 2021 No. 031553

RECEIVED FROM Ronald Ditty $ 1000.00

One Thousand and No/100 DOLLARS

X FOR RENT
O FOR Month of January 2021

ACCOUNT		O CASH	FROM Jan 01, 2021 TO Jan 31, 2021
PAYMENT		X CHECK	
BAL. DUE		O MONEY ORDER	BY Sandra Michel
		O CREDIT CARD	

TOM BELL COLLISION REPAIR

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

Workfile ID: 65678b40
PartsShare: 62Cykg
State EPA: CAL000394809
BAR: ARD00254473

Estimate

RO Number:

Customer:	Insurance:	Adjuster:	RACHEL ARROYO	Estimator:	Chad Michael
DITTY, RONALD	AUTO CLUB ENTERPRISES	Phone:	(714) 850-5111 Business	Create Date:	10/30/2020
		Claim:			
		Loss Date:	10/26/2020		
		Deductible:	250.00		

2012 CHEV Equinox LT1 FWD 4D UTV 4-2.4L Flex Fuel Direct Injection TAN

VIN:		Interior Color:		Mileage In:	64,881	Vehicle Out:	
License:	913LU	Exterior Color:	TAN	Mileage Out:			
State:	CA	Production Date:		Condition:		Job #:	

Line	Ver	Operation	Description	Qty	Extended Price $	Part Type	Labor	Type	Paint
1	E01		TEARDOWN FRONT END AND ROOF OF VEHICLE				3.0	Body	

Estimate Totals	Discount $	Markup $	Rate $	Total Hours	Total $
Labor, Body			47.00	3.0	141.00
Subtotal					**141.00**
Sales Tax					0.00
Grand Total					**141.00**
Deductible					(250.00)
Net Total					**(109.00)**

Estimate Version	Total $
Original	141.00

Insurance Total $:	0.00
Received from Insurance $:	0.00
Balance due from Insurance $:	0.00
Customer Total $:	141.00
Received from Customer $:	0.00
Balance due from Customer $:	141.00

I hereby authorize the repair work above to be done along with the necessary material and agree that you are not responsible for loss or damage to articles left in the vehicle in case of fire, theft or any other cause beyond your control or for any delays cause by unavailability of parts or delays in

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

ExtraSpaceStorage.
7404 Boulder Ave
Highland CA, 92346
(909) 936-3255

Professionally managed by:
EXTRA SPACE MANAGEMENT, INC.
2795 E. Cottonwood Pkwy, Suite 300
Salt Lake City, UT 84121
(888) STORAGE

Rental Agreement Date:	Oct 28, 2020
Account ID:	
Space Number:	
Approximate Size:	10x25
Monthly Rental Charge:	$321.00
Monthly Due Date:	27
Paid Through Date:	12/26/2020
Monthly Billing Election:	N

Initials: aC

CUSTOMER

Name	Ronald Ditty
Address	4040 piedmont dr. spc 151
City, State ZIP	highland CA 92346
Cell Phone	
Alternate Phone	
Identification	CA
Date of Birth	
E-mail	

ALTERNATE CONTACT

Name	
Address	
City, State ZIP	
Cell Phone	
Alternate Phone	
Authorized for Access?	

If alternate information is refused, Customer must sign here. X Ronald Ditty

Others Authorized for Access (other than Customer):
* Operator, in its sole discretion, may provide any individual(s) authorized for access in this Agreement with gate code, unit no., account information, and assist with lock cutting

Addendums	Is there a lien on any of the items to be stored? If yes, Lien Addendum is required.	Is a vehicle that requires state registration being stored? If yes, Vehicle Addendum is required.	Is Customer or Customer's spouse a service member in the military? If yes, Military Addendum is required.	Is Customer a business? If yes, Business Addendum is required.
	No	No	No	No

General Description of Property Stored: household items

Declared Value of Property Stored: $10000.00

Customer acknowledges that the information provided above is accurate and current. X Ronald Ditty

THIS RENTAL AGREEMENT **("Agreement")** is executed on the date stated above by and between EXTRA SPACE MANAGEMENT, INC. **("Operator")** as agent for the Facility's owner, and the individual or business listed above **("Customer")** for the purpose of renting the space listed above (the **"Space"**) which is part of a larger facility (the **"Facility"**). **CUSTOMER HAS EXAMINED THE SPACE AND FACILITY AND ACCEPTS THEM "AS IS." Customer acknowledges and agrees the measurements noted for the Facility and the spaces located thereon are an approximation only, do not refer to usable space and that the size of the Facility and any referenced sizes are approximate, given for illustration only and may vary materially.** Spaces may be smaller or larger than advertised. Spaces are not rented on a square foot basis and rent is not based on square foot measurements. Operator does not represent or guarantee the safety of the Facility or the personal property stored by Customer. **THE RULES AND REGULATIONS POSTED AT THE FACILITY, IF ANY, ARE BY REFERENCE MADE PART OF THIS AGREEMENT,** which rules and regulations may be modified by Operator to assist with the operation, safety, and cleanliness of the Facility. The Facility is operated in accordance with state and local laws governing self-storage facilities in the state where the Facility is located, which are herein incorporated by reference.

TERM, MONTHLY RENTAL AMOUNTS AND OTHER CHARGES

1) The term of this Agreement begins on the Rental Agreement Date listed above and shall continue on a **MONTH-TO-MONTH** basis until terminated.
2) The first Monthly Rental Charge and a one-time, non-refundable, administration fee shall be paid on the Rental Agreement Date listed above. Thereafter, the Monthly Rental Charge shall be due on the same day every month (the **"Monthly Due Date"**). The period between consecutive Monthly Due Dates is referred to as the **"Rental Month."** The last day of the Rental Month for which all Monthly Rental Charges have been paid is the **"Paid Through Date."** Customer shall pay Operator the Monthly Rental Charge, taxes and insurance in advance, without prior notice or billing from Operator. **NO MONTHLY BILLS OR STATEMENTS WILL BE SENT TO CUSTOMER UNLESS ELECTED ABOVE.** If Customer elects to receive monthly billing, a monthly service charge of $1.00 shall be added to Customer's account.
3) **If Customer does not pay the Monthly Rental Charge by the 10th day following Customer's Paid Through Date, Customer shall pay a late fee of $10.00 for Monthly Rental Charges $60.00 or less, $15.00 for Monthly Rental Charges between $60.01 and $100.00, or the greater of $20.00 or 15% of Monthly Rental Charges over $100.00. Operator may charge a late fee for each month Customer fails to pay the Monthly**

MATTRESSFIRM

Redlands (ST) #503030
9900 Alabama St
Redlands, CA 92374 USA
Phone : 909-798-0300

Mary Ann Ledesma

Primary Phone No: 9
Secondary Phone No:
E-mail:

DATE: 10/30/2020
ORDER NO:
CUSTOMER NO:
STATUS: Sale
SALES ASSOCIATE: Lisa Preciado
SALES ASSOCIATE:

Point smart phone camera here or visit Mattressfirm.com/track to track your delivery. See reverse for guarantees. Also available @ www.mattressfirm.com

COVID-19 AND DELIVERY – Because of COVID-19, we may experience supply chain shortages and delays in shipping and delivering your item(s). We apologize for any potential issues on your order. We're doing our best to get you your order safely and quickly.

Qty	SKU#	Description	Guaranteed Low Price	Price Each	Extended Price	Method of Delivery	Delivery Address
1	[redacted]						
1							
1							
1							
1							

Comments:

[redacted]

SUBTOTAL: $1,128.99
SALES TAX: $90.32
TOTAL SALE: $1,219.31
PAYMENTS: $1,219.31
FINANCE AMOUNT: $0.00
BALANCE DUE: $0.00

Thank you for shopping at MATTRESSFIRM

Sleep Happy, you saved . . . *$630.97*

RONALD E DITTY
4040 PIEDMONT DR SPC 151
HIGHLAND CA 92346-4820

Uni-Statement
Account Number:

Statement Period:
Oct 22, 2020
through
Nov 20, 2020

U.S. BANK PLATINUM CHECKING (CONTINUED)

U.S. Bank National Association
Account Number

Card Withdrawals (continued)

Card Number:

Date	Description of Transaction	Ref Number	Amount
Nov 6			
Nov 9			
Nov 12			
Nov 12			
Nov 16			
Nov 16			
Nov 17			
Nov 17			
Nov 18			

Other W

Date	
Nov 5	
Nov 6	
Nov 12	
Nov 16	

Checks

Check	
6063	

Balance Summary

Date	Ending Balance
Oct 22	
Oct 26	
Oct 29	
Oct 30	
Nov 2	

Date	Ending Balance
Nov 5	
Nov 6	
Nov 9	
Nov 12	

Date	Ending Balance
Nov 16	
Nov 17	
Nov 18	
Nov 20	

Balances only appear for days reflecting change.

Bank of America Online Banking

CALCHECKING: Account Activity Transaction Details

Post date:	11/02/2020
Amount:	-33.04
Type:	Debit card
Purchaser:	RONALD E DITTY
Description:	FOOD4LESS FUEL 10/31 PURCHASE HIGHLAND CA
Merchant category:	Automated Fuel Dispensers
Merchant category code:	5542
Merchant name:	FOOD 4 LESS
Transaction category:	Transportation: Automotive Expenses

Gas for Ronald Cab

Close

ſransaction details

ɔst date	Description	Amount
/02/2020	Mattress Firm 503030 Redlands Ca	$1,219.31 Charge

erchant info	Merchant category	Transaction date	Purchase method
EDLANDS ٹ ıited States	EQUIPMENT/FURNITURE/ HOME FURNISHINGS (EXCEPT APPLIANCES)	10/30/2020	Chip Card Reader

eference number	Last 4 of card used

spute this transaction

Close

Transaction details

ost date	Description	Amount
/02/2020	Mattress Firm 503030 Redlands Ca	$1,219.31 Charge

erchant info	Merchant category	Transaction date	Purchase method
EDLANDS A nited States	EQUIPMENT/FURNITURE/ HOME FURNISHINGS (EXCEPT APPLIANCES)	10/30/2020	Chip Card Reader

eference number	Last 4 of card used

spute this transaction

Close

ransaction details

ost date	Description	Amount
/02/2020	Uhl*sombrero Market Colton Ca	$104.93 Charge

erchant info	Merchant category	Transaction date	Purchase method
OLTON A nited States	TRUCK RENTAL	10/30/2020	Card Swiped

nerary info	Reference number	Last 4 of card used
ONALDDITTY		

spute this transaction

Close

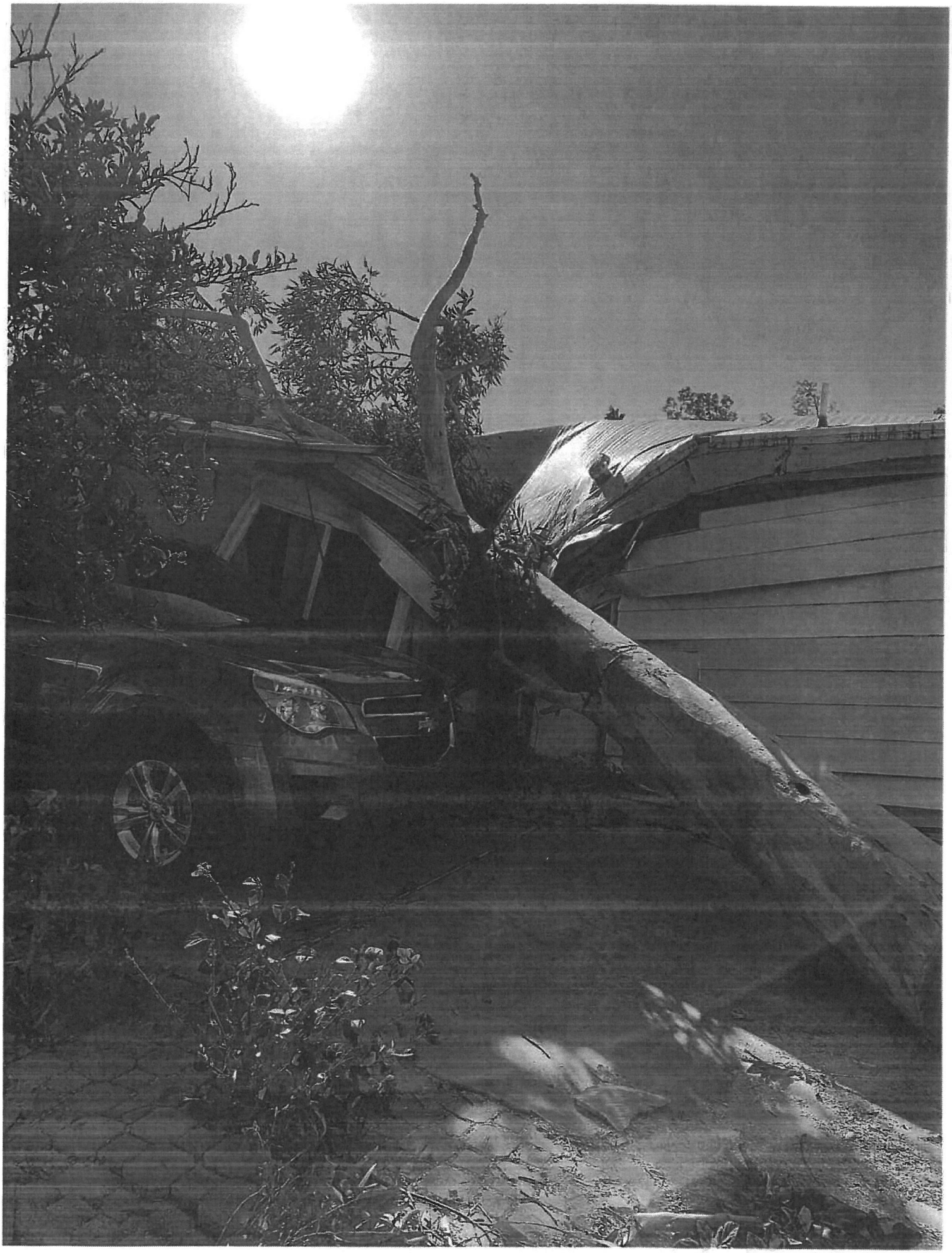
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ost date	Description	Amount
/02/2020	Uhl*sombrero Market Colton Ca	$104.93 Charge

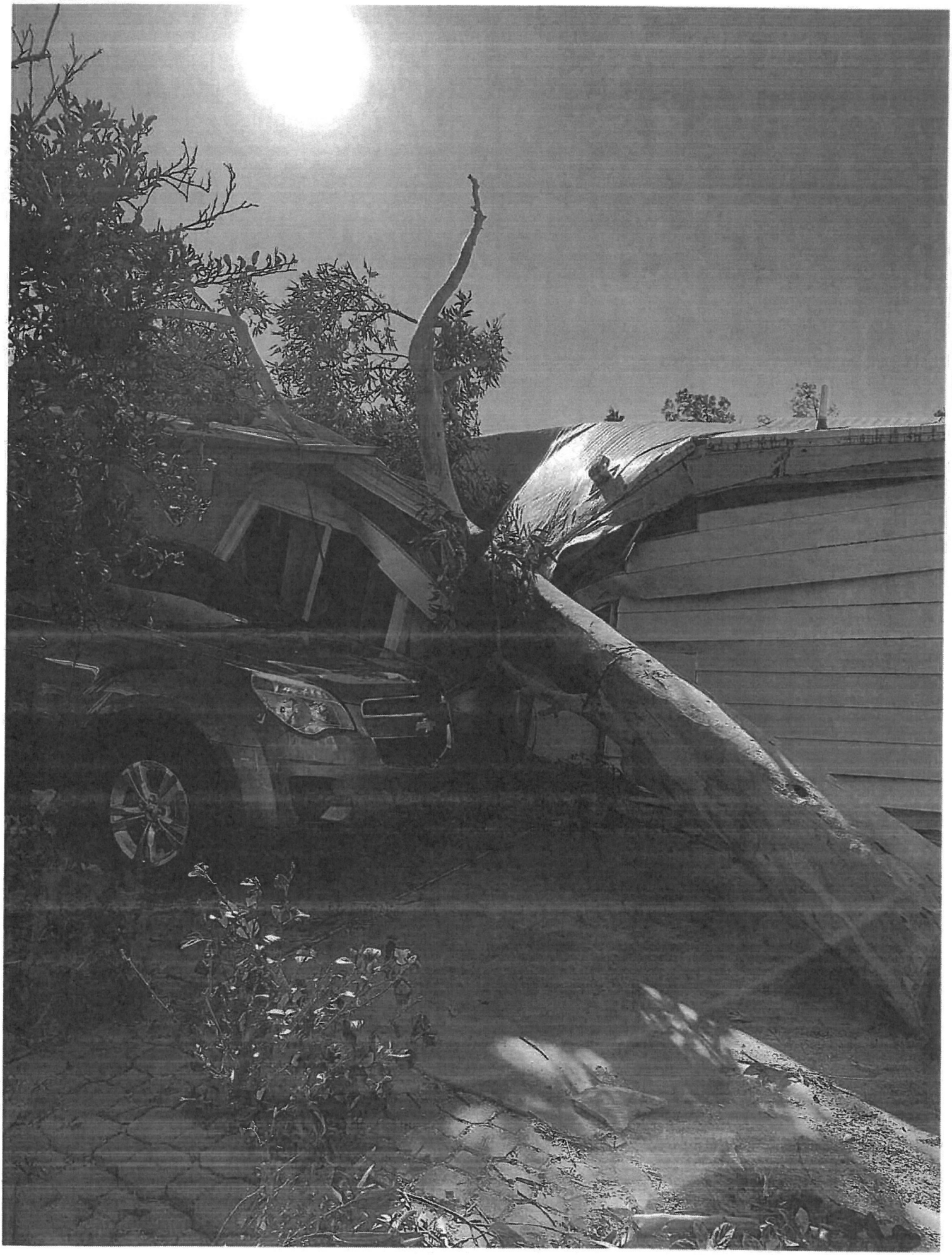
erchant info	Merchant category	Transaction date	Purchase method
OLTON A nited States	TRUCK RENTAL	10/30/2020	Card Swiped

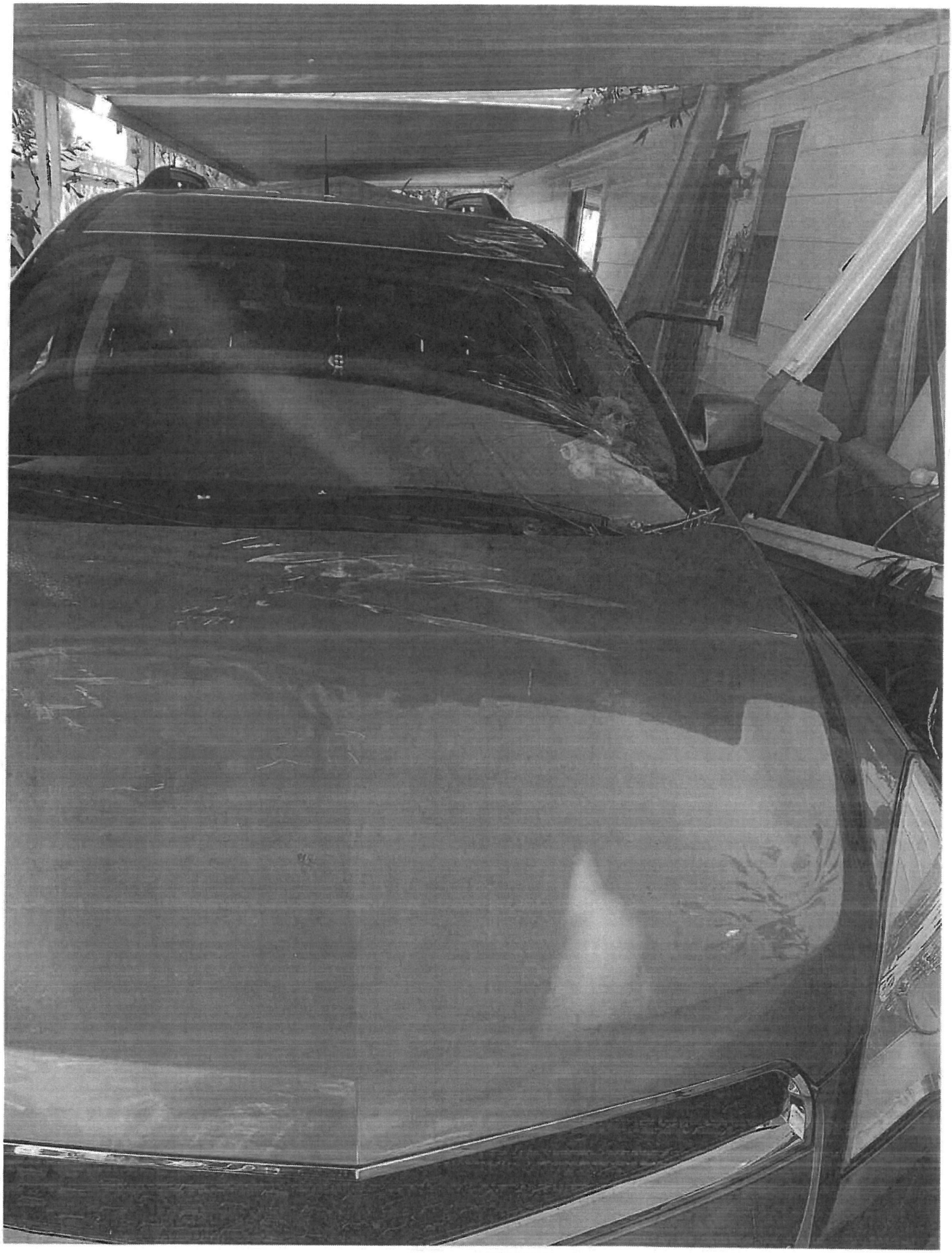
nerary info	Reference number	Last 4 of card used
ONALDDITTY		

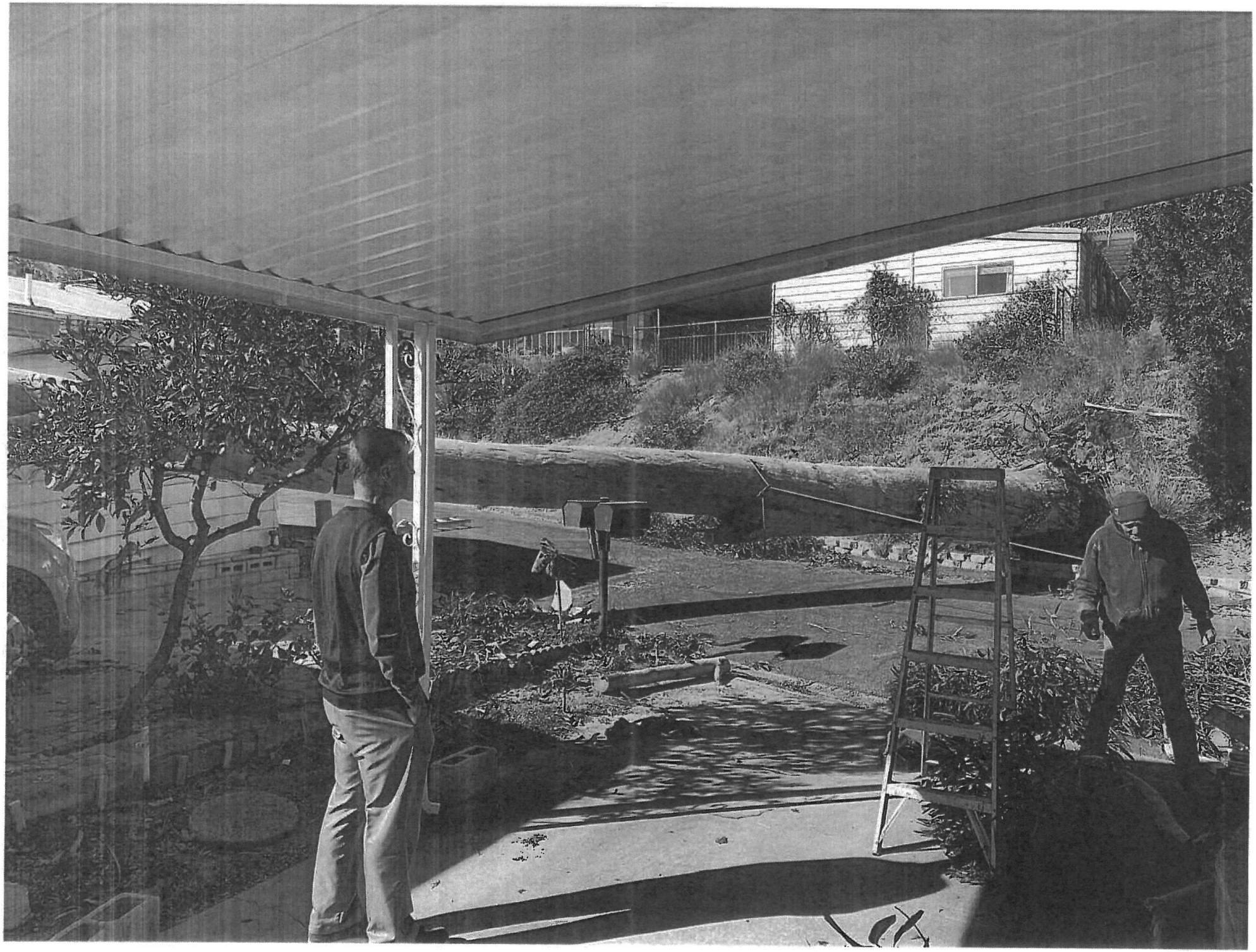
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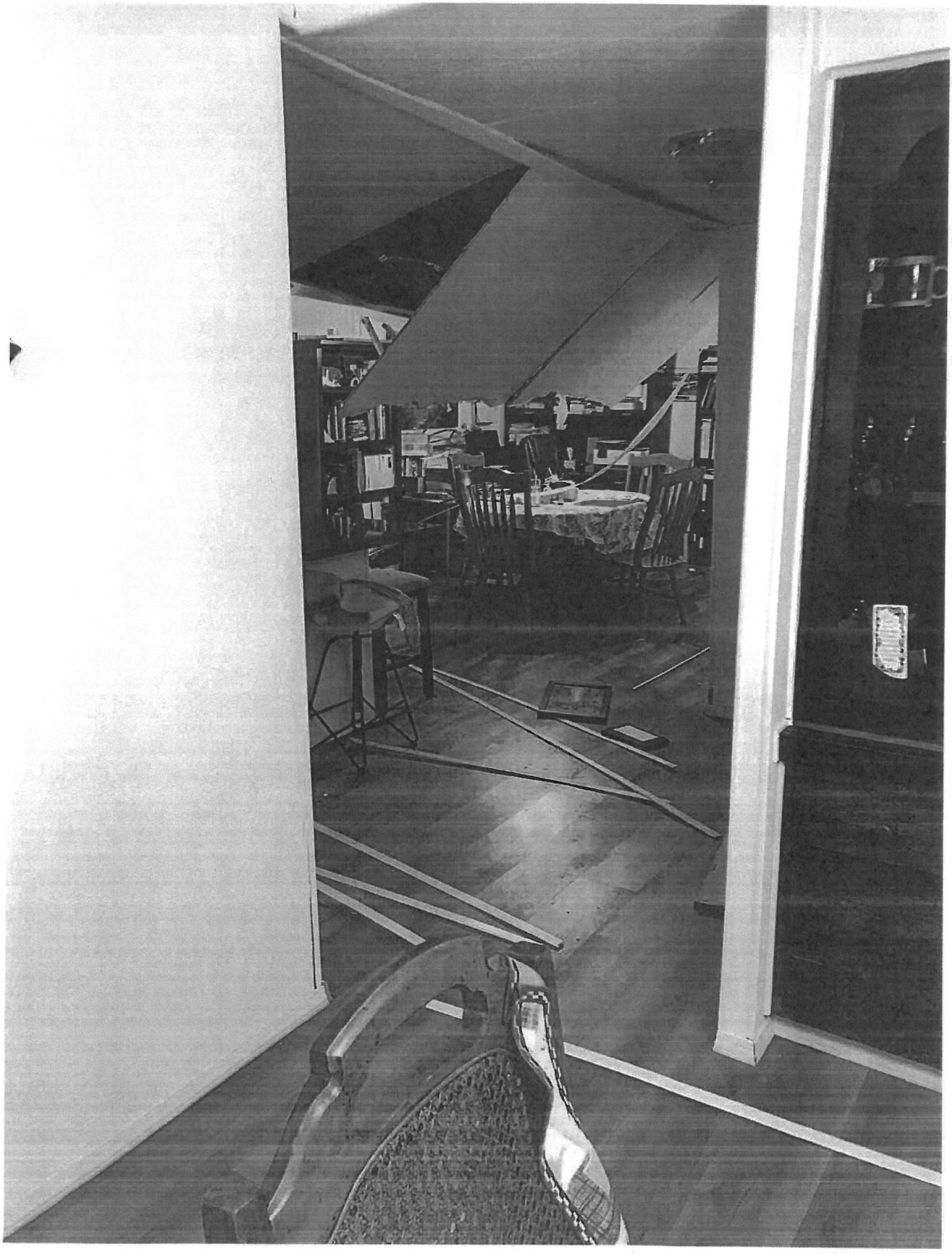



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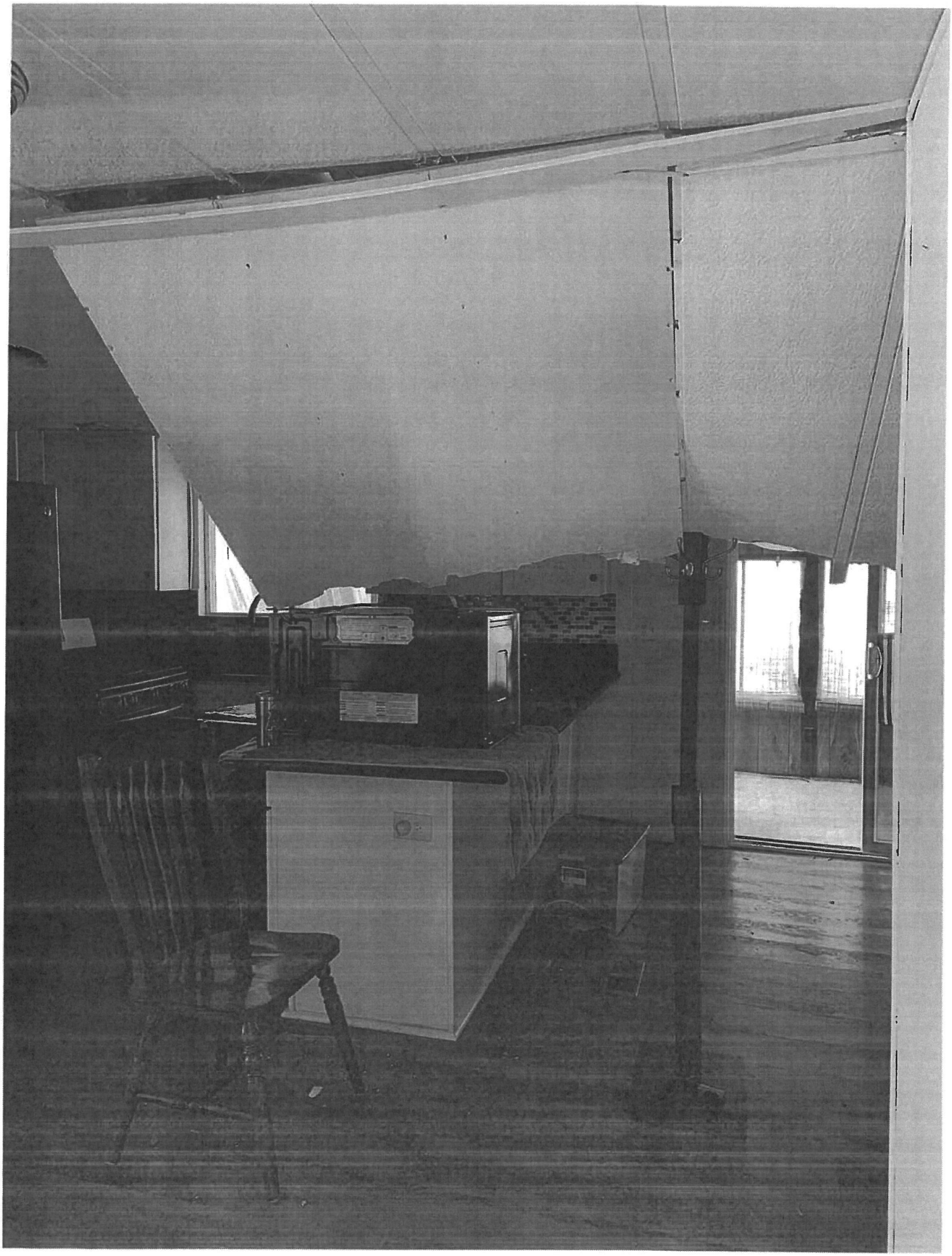


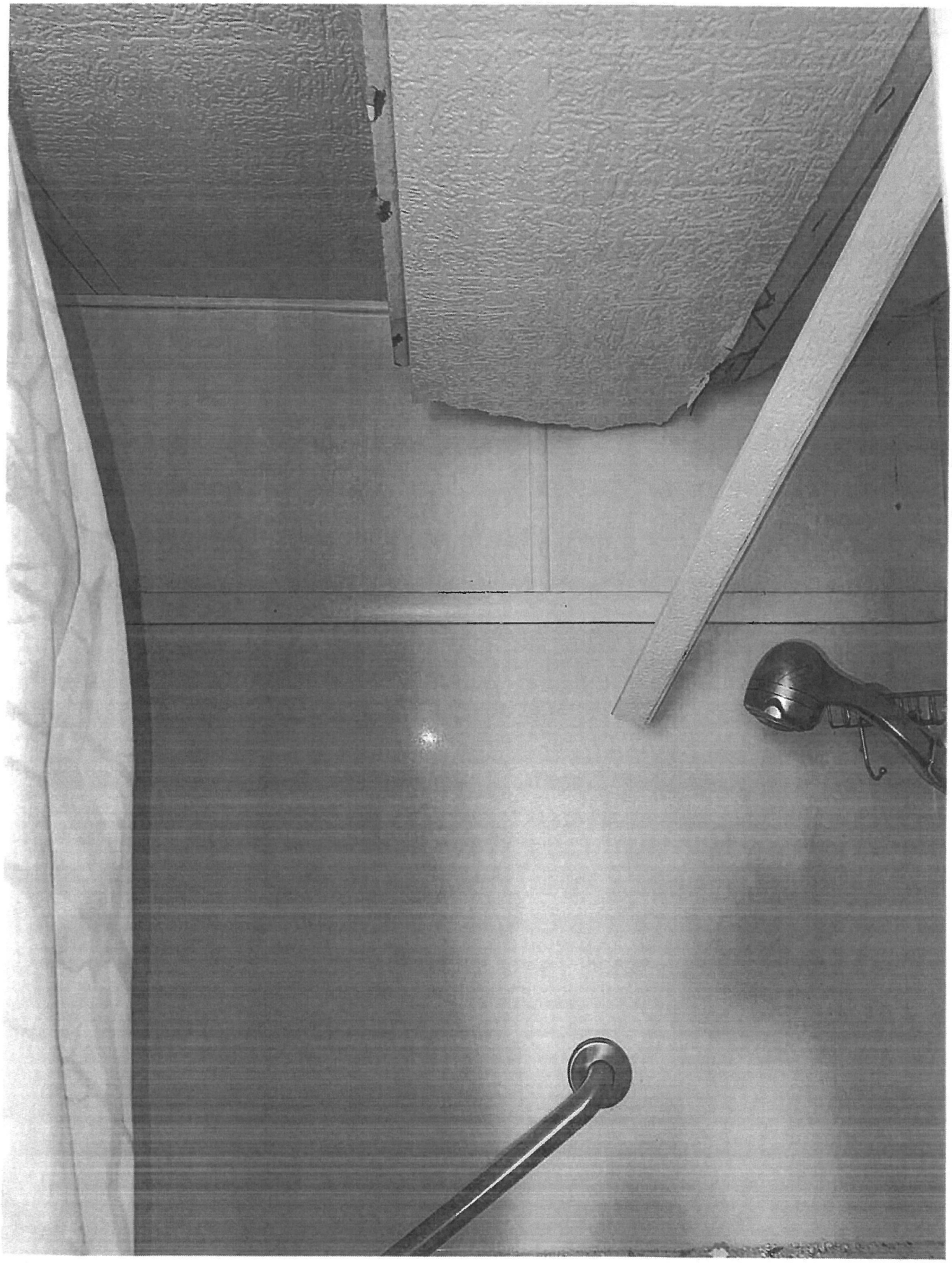

2021

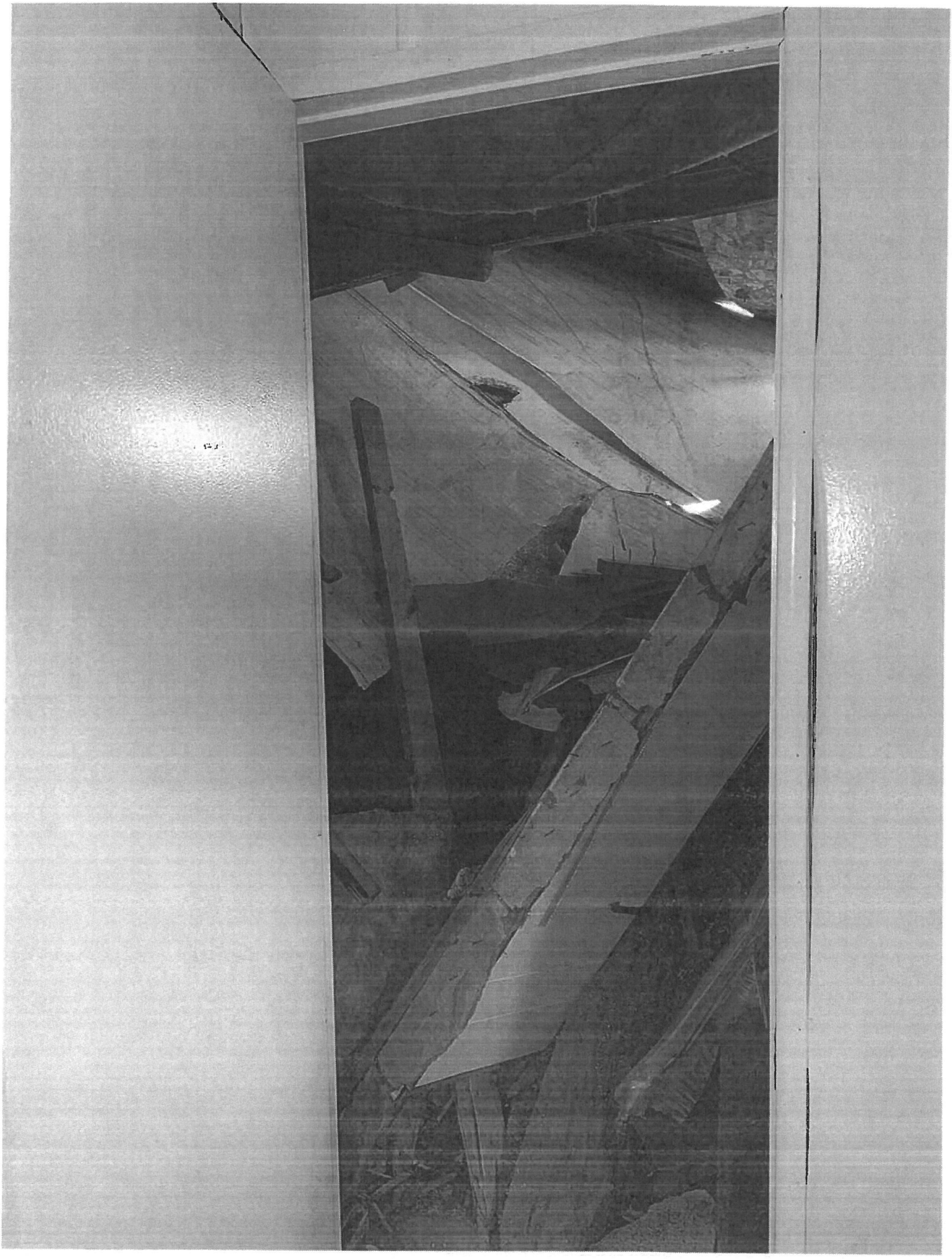
LEMON-LIME


Sprite

LEMON-LIME









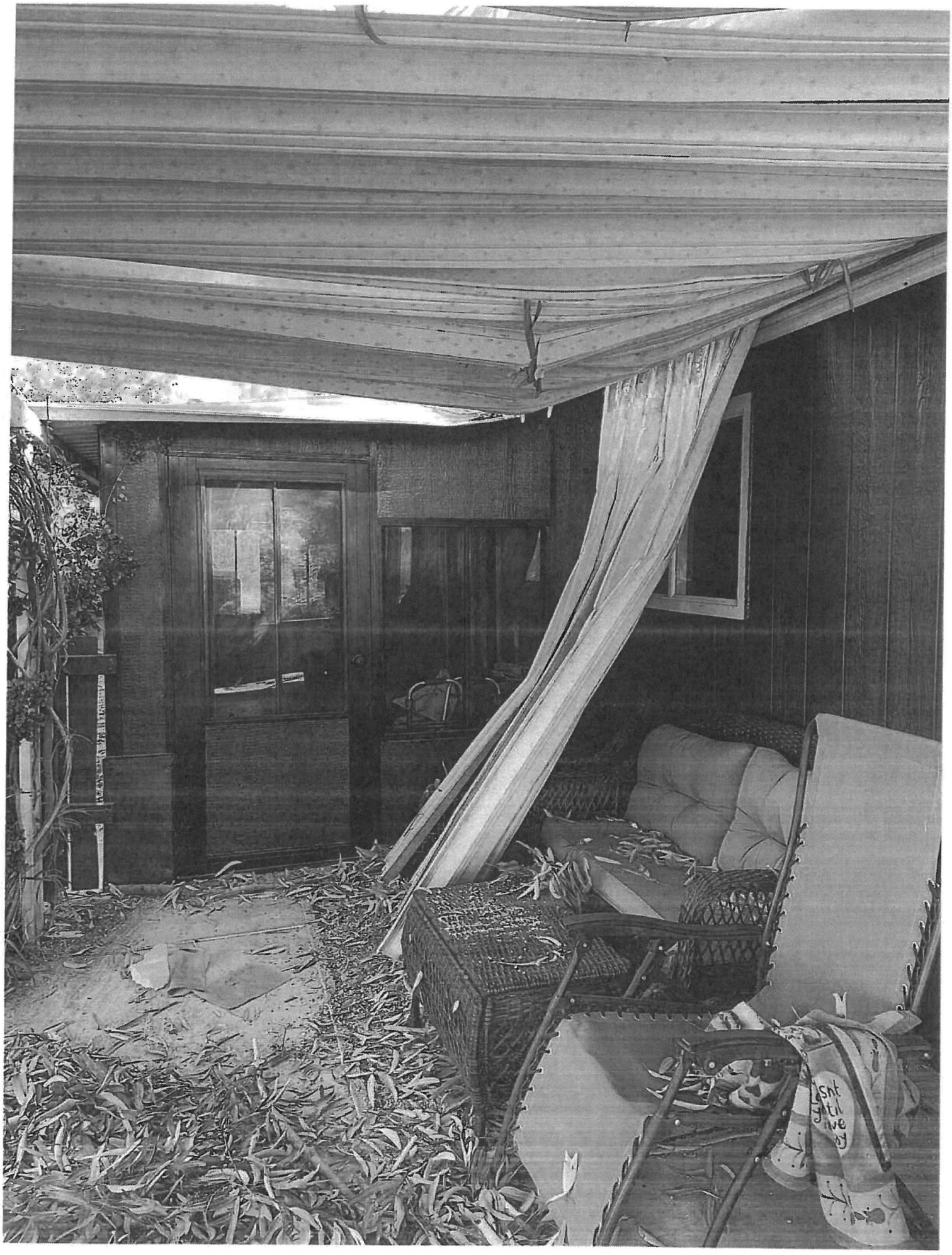

Diet Coke
Diet Coke

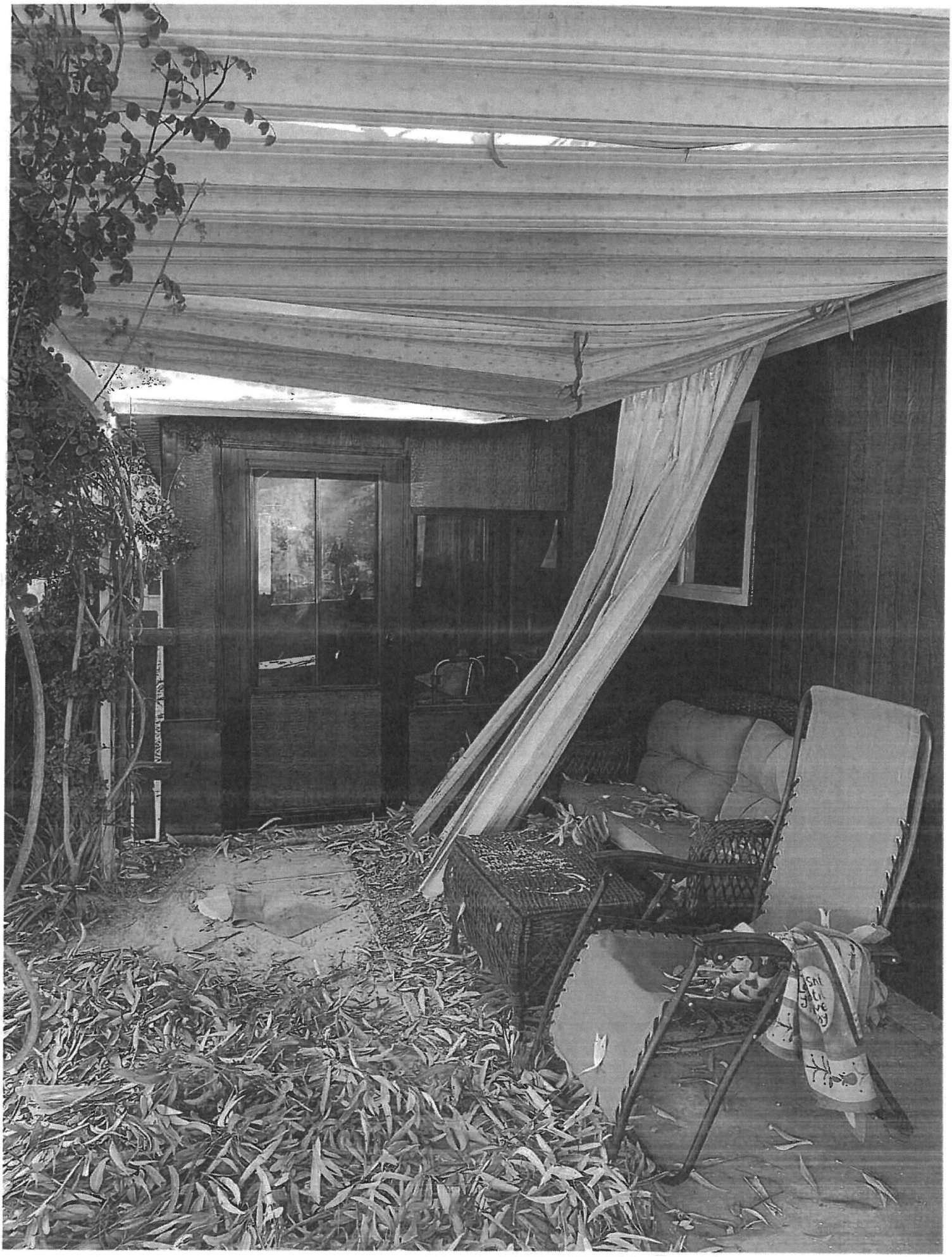

Diet Coke



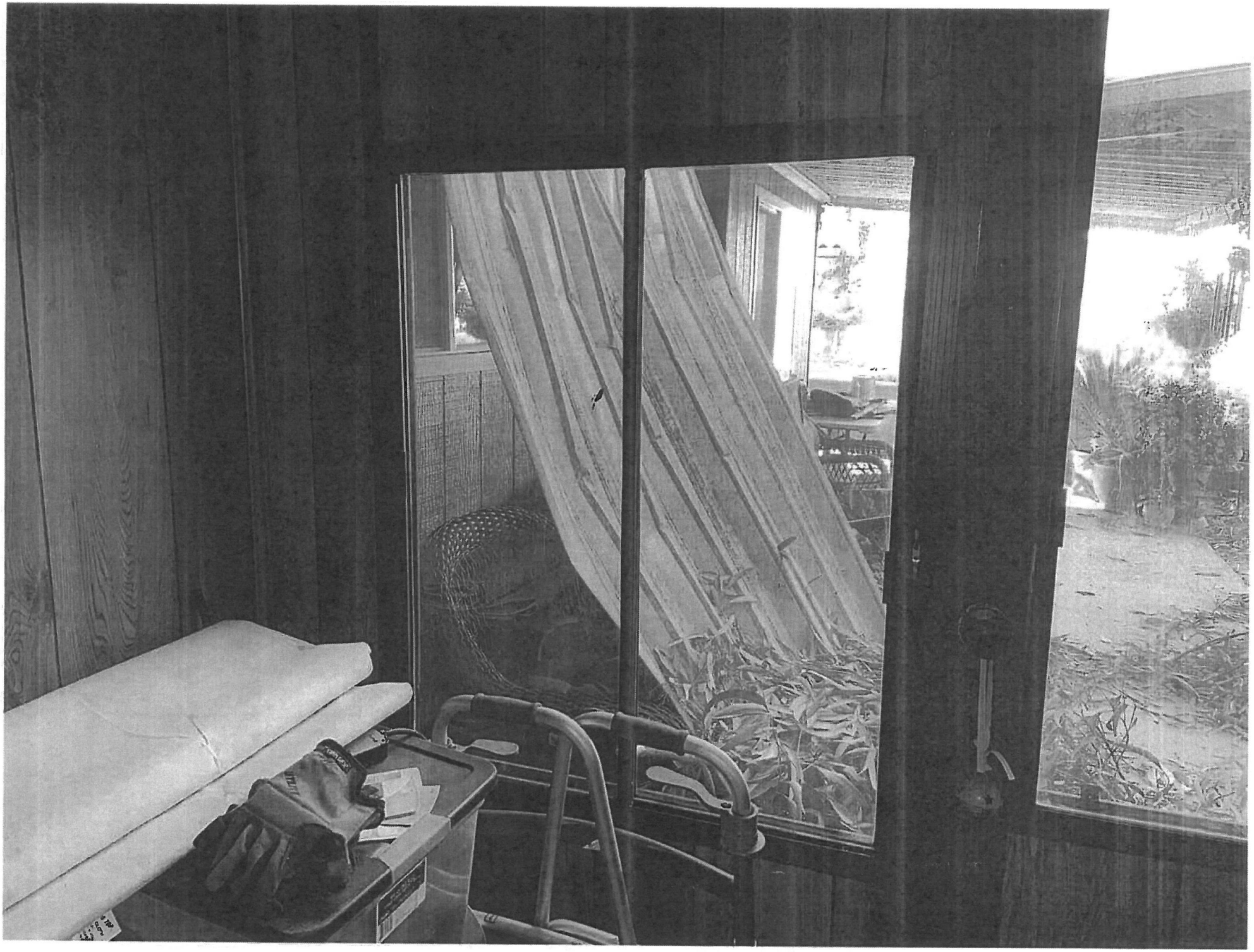













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Medical records withheld as they are not a public record

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Jay Tuttle IV, Assistant Engineer JT

SUBJECT: Easement Acceptance: Ramirez/Garcia (7477 Victoria Avenue)

RECOMMENDATION: That the City Council (1) accept Grant of Easement for Road and Drainage purposes from Rodolfo Ramirez and Ma Guadalupe Roblez Garcia, and (2) direct the City Clerk to record the Grant of Easement.

FISCAL IMPACT: None

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

BACKGROUND: The Conditions of Approval for a new single-family residence (DRA-019-012) located at 7477 Victoria Ave. requires dedication of 10.75 feet of additional right-of-way along the east side of Victoria Avenue. The Road and Drainage Grant of Easement from the property owners, Rodolfo Ramirez and Ma Guadalupe Roblez Garcia, is ready for City Council acceptance.

Attachments: (1) Vicinity Map
(2) Assessor's Parcel Map
(3) Grant of Easement Deed
(4) Right-of-Way Dedication Legal Description & Plat

L:\03017303200\3032 11 7477 Victoria Ave ROW Ded staff report.doc

Approved _____ Motion _____ Second _____ Agenda Item No. 7

Denied _____ Ayes _____

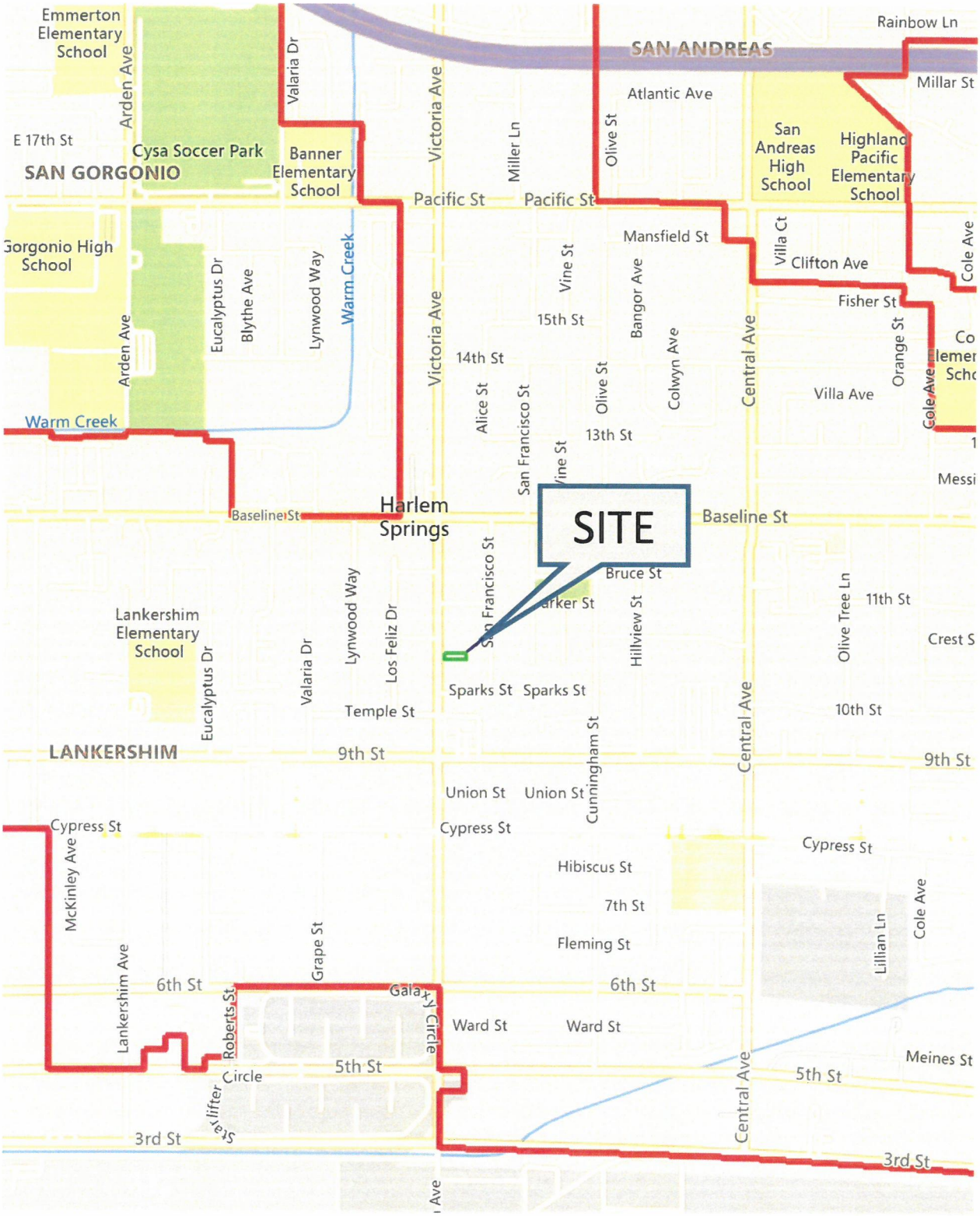
Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hugh
City Clerk

City Manager



VICINITY MAP

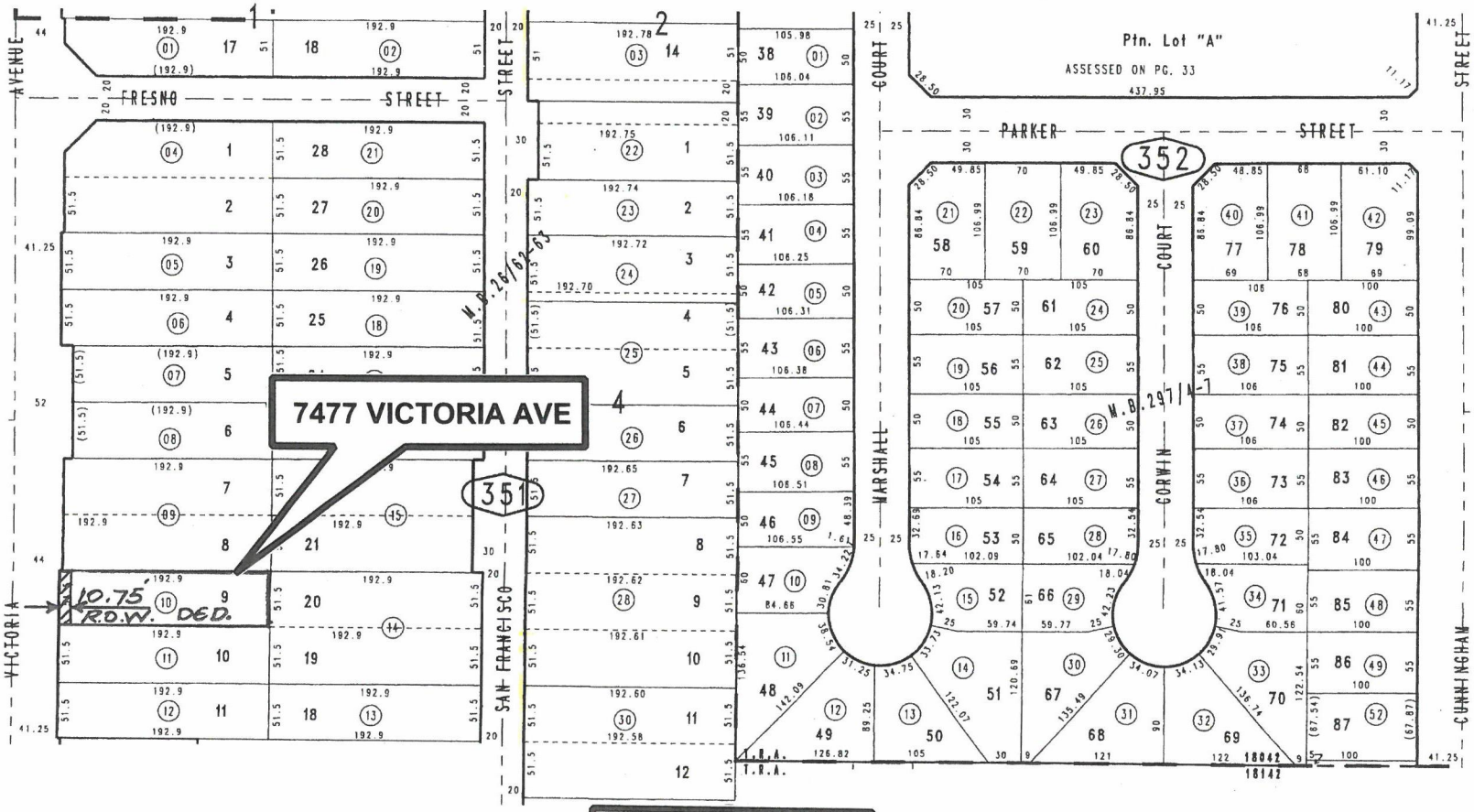
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. Rancho San Bernardino, M.B. 7/2

City of Highland
Tax Rate Area
18042,18142

1192 - 35

1"=100'



A. P. MAP

APR 12 2011

REVISED
04/09/09 KA
03/03/11 RU

JULY 1997

Ptn. Tract No. 16404, M/B. 297/4-7
Ptn. Tract No. 1794, Cull Subdivision, M.B. 26/62-63

Ptn. N.W.1/4, Sec. 5
T.1S., R.3W.

Assessor's Map
Book 1192 Page 35
San Bernardino County

RECORDING REQUESTED BY:
BETTY HUGHES

WHEN RECORDED MAIL TO:

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

APN: 1192-351-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT
(ROAD AND DRAINAGE)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rodolfo Ramirez and Ma Guadalupe Roblez Garcia, HUSBAND AND WIFE AS COMMUNITY PROPERTY

Hereby GRANT(S) to the City of Highland, a Municipal Corporation, an easement for roads, drainage, and public utility purposes upon, under, over, and across the real property in the City of Highland, County of San Bernardino, State of California, described as:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

DATED: 4-12-2021 Rodolfo Ramirez
Rodolfo Ramirez

DATED: 4-12-2021 Ma Guadalupe Roblez Garcia
Ma Guadalupe Roblez Garcia

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On April 12, 2021, before me, Lisa A. Del Rio, Notary Public, personally appeared Rodolfo Ramirez and ma Guadalupe Roblez Garcia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa A. Del Rio
Signature

LISA A. DEL RIO
Notary Public - California
San Bernardino County
Commission # 2306637
My Comm. Expires Sep 24, 2023

(This Area for Official Notary Seal)

L:\03017303200\030173032 11 7477 Victoria Ave ROW ded GOE.dox

EXHIBIT "A"

LEGAL DESCRIPTION
STREET EASEMENT

BEING A PORTION OF LOT 9, BLOCK 3 OF TRACT No. 1794, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 26, PAGES 62 AND 63 OF MAPS, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE WESTERLY 10.75 FEET SAID LOT 9.

SAID EASEMENT CONTAINS 554 SQUARE FEET, MORE OR LESS

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

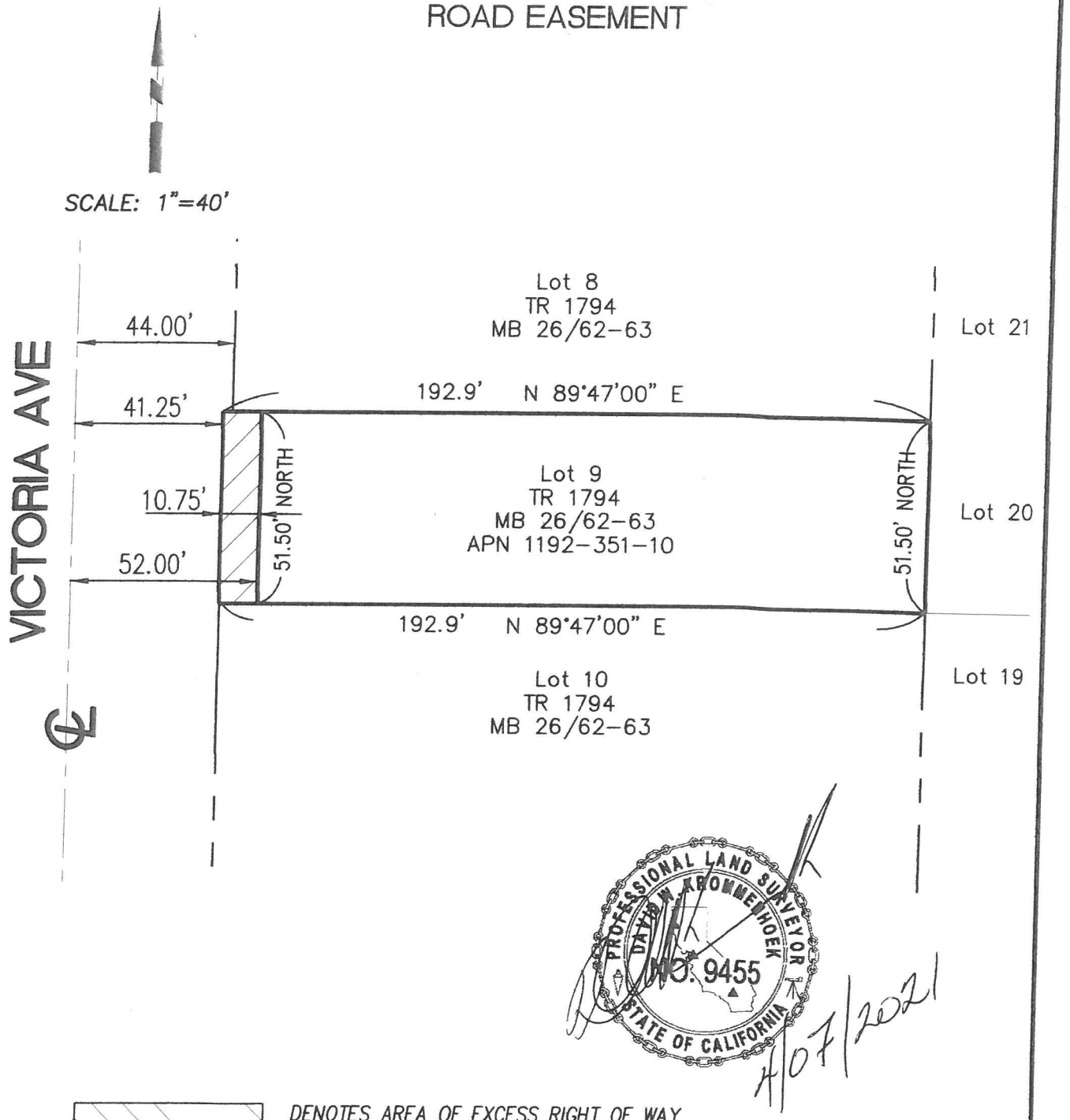
PREPARED UNDER MY SUPERVISION:

4/07/2021

DAVID W. KROMMENHOEK, PLS 9455



EXHIBIT "B"
ROAD EASEMENT



PROFESSIONAL LAND SURVEYOR
DAYTON M. ARONMEHOEK
NO. 9455
STATE OF CALIFORNIA

4/07/2021

DRAWN BY: EI CHECKED BY: D.K.. DATE: 09-29-2020 JOB NO:	Prepared By: **FUTRONO ENGINEERING, INC** Civil Engineering and Planning 1430 E. Cooley Dr. Suite 220, Colton, CA 92324 Phone: (909)-212-4874 EMAIL: edmundo@futronoengineering.com	ROAD EASEMENT CITY OF HILAND, CA	SHT. NO. 1 OF 1

STAFF REPORT

TO THE CITY COUNCIL

MEETING DATE: April 27, 2021

FROM: Joseph Hughes, City Manager

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

PREPARED BY: Jennifer Cioffi, Senior Engineer/Project Manager

SUBJECT: Professional Services Agreement for Environmental Services with Compass Consulting Enterprises, Inc. for Bledsoe Creek Outlet Repair (Project No. sdr17001)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement with Compass Consulting Enterprises, Inc. to provide environmental services for Bledsoe Creek Outlet Repair; and

2. Authorize the Mayor to sign the Agreement; and

3. Authorize the City Manager to approve contract amendments up to 10% of the contract amount.

FISCAL IMPACT: The proposed fee, not to exceed $22,631, will be funded 100% out of General Capital Financing funds. The 10% contingency amount of $2,263 will be used to cover any additional services, if needed and requested by City Staff during the course of the services provided.

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

BACKGROUND: Project No. sdr17001 will repair the damaged storm drain outlet located on the south edge of the East Highlands Ranch HOA orange grove, located at the southeast corner of Highland Avenue and Rocksprings Lane. The project consists of the following work:

Approved _____	Motion _____	Second _____	Agenda Item No. 8
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

B Hughes
City Clerk

City Manager

1. Construct approximately 175-feet of 36-inch pipe over a graded slope within a 30-foot wide swath.
2. Repair inlet and outlet structures.
3. Placement of riprap pad at the toe of slope of the outlet structure.
4. Repair existing vertical slope located west of the storm drain alignment.

This project was originally authorized by Council under Jericho Systems, Inc. (Jericho) on November 26, 2019. The original scope of services included technical studies needed to achieve compliance with CEQA (California Environmental Quality Act), and application and processing of permits required by various resource agencies (Regional Water Quality Control Board, California Fish and Wildlife Service and the Army Corps of Engineers) to complete the repairs at the Bledsoe Creek outlet. The original approved budget for this project was $23,435, along with a 10% contingency amount of $2,344.

Jericho's initial proposal assumed that this project could qualify as a CEQA Exemption. However, after full development of both the design plans and technical studies, it was determined that the project does not qualify for a CEQA Exemption due to the fact that existing resources will be impacted by construction. These impacts include the removal of City heritage trees, impacts to the sycamore woodland area (a recognized sensitive habitat type), and potential impacts to paleontological and Native America resources. Therefore, an Initial Study/Mitigated Negative Declaration will need to be prepared. The majority of the work already performed by Jericho will be used to prepare the Initial Study/Mitigated Negative Declaration documents. To date, Jericho has been paid $18,678.84 out of the existing contract amount.

The City was recently informed by Jericho that the owner/president is ill and will not be able to continue working on this project or take on any additional work. However, Ms. Julie Gilbert, formally an employee and project manager for Jericho, is available to take on this work through her company, Compass Consulting Enterprises, Inc. (Compass). Due to her extensive history and knowledge of this specific project, Staff believes that Compass is qualified to complete the environmental work. The existing contract with Jericho will be closed out and a new contract will be created for Compass.

The additional scope of services for this project includes preparation of the Initial Study for the Project, preparation of documentation and notices for the City to conduct a 30-day public review period, preparation of the final CEQA documents, Mitigation Monitoring and Reporting Program, and Mitigated Negative Declaration, and processing of environmental permit applications. Staff has reviewed and negotiated this proposed scope and fee, and recommends City Council approval of the contract.

Attachments: Location Map
Professional Services Agreement



Storm Drain Repair at Bledsoe Creek Outlet

Project Location Map

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 2021, by and between **CITY OF HIGHLAND,** a Municipal Corporation (hereinafter referred to as City), and **COMPASS CONSULTING ENTERPRISES, INC.** whose address is PO Box 2627 Avalon, CA 90704 (hereinafter referred to as CONSULTANT), is made with reference to the following:

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 in need of on-call professional environmental services for "Bledsoe Creek – Line A Storm Drain Repairs" (the Project).

C. City desires to retain CONSULTANT to provide professional environmental services.

D. The principal member of CONSULTANT, for the purpose of this Agreement, is Julie Gilbert.

E. City has solicited and received a Proposal from CONSULTANT dated **April 5, 2021**, 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 CONSULTANT, and desires to contract with CONSULTANT under the terms of conditions provided in the Agreement.

F. In entering into this Agreement, City has relied on CONSULTANT'S representations and qualifications as set forth in the Proposal.

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

1. TERM

The term of the Agreement shall commence on within ten (10) days from the date in the notice to proceed, and shall terminate upon completion of the project, unless terminated earlier as set forth in Section 26.

2. SERVICES TO BE PERFORMED

CONSULTANT shall diligently perform all of the services, as selected by the City, set forth in the scope of services, attached hereto as Exhibit "A" and incorporated herein by reference.

3. COMPENSATION TO CONSULTANT

City shall pay CONSULTANT for the services in accordance with the provisions of this Section and in accordance with the rate schedule included in this agreement. No rate changes shall be made during the term of this Agreement without prior written approval of City.

3.1 CONSULTANT shall submit monthly invoices to City payable by City within thirty (30) days of receipt of invoice, subject to the approval of City. The invoices shall be itemized as to number of hours worked, who performed the service, and what kind of service was performed. Interim billing shall not cover a period of less than a calendar month.

3.2 CONSULTANT shall not receive any compensation for extra work, without prior written authorization of City.

3.3 City shall reimburse CONSULTANT only for those costs or expenses which have been specifically approved in this Agreement, or specifically approved in writing, in advance by City. The Federal Acquisition Regulations in Title 48, CFR 31 are the governing factors regarding allowable elements of cost.

4. STANDARD OF CARE

4.1 All of the services shall be performed by CONSULTANT or under CONSULTANT supervision. CONSULTANT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement, and that it shall execute the services required under this Agreement with the same care and skill ordinarily used by members of CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. All services shall be performed by qualified and experienced personnel who are not employed by City nor have any conflicting contractual relationship with City. CONSULTANT represents and warrants to City that it has or shall, prior to commencing the services, obtain all licenses, permits, qualifications and approvals required of its profession. CONSULTANT further represents and warrants that it shall keep in effect all such licenses, permits and other approvals during the term of the Agreement.

4.2 CONSULTANT shall not be responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of City to furnish timely information or to approve or disapprove CONSULTANT's work promptly, or delay or faulty performance by City, contractors, or governmental agencies, or any other delays beyond CONSULTANT's control or without CONSULTANT's fault.

5. INDEPENDENT PARTIES

City retains CONSULTANT on an independent contractor basis and CONSULTANT is not an employee of City. The manner and means of conducting the work are under the control of CONSULTANT, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute CONSULTANT

or any of CONSULTANT's employees or agents, to be the agents or employees of City. CONSULTANT shall have the responsibility for and control over the details in means of performing the work provided that CONSULTANT is in compliance with the terms of the Agreement. Anything in this Agreement which may appear to give City the right to direct measure of control over CONSULTANT shall mean that CONSULTANT shall follow the desires of City only with respect to the results of the services.

6. COOPERATION

CONSULTANT agrees to work closely and cooperate fully with City's designated Project Administrator (Ernest Wong) and any other agencies that may have jurisdiction or interest in the work to be performed. City agrees to cooperate with the CONSULTANT on this Project.

7. PROJECT MANAGER

CONSULTANT shall assign the Project to a Project Manager, who shall coordinate all phases of the Project. The Project Manager shall be available to City at all reasonable times during the Project term. CONSULTANT has designated Julie Gilbert to be its Project Manager. CONSULTANT's list of key personnel for the Project is identified in Exhibit "A". CONSULTANT shall not remove or reassign any personnel designated in this Section or assign any new or replacement person to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to removal or assignment or non-key personnel.

CONSULTANT, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. CONSULTANT warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

8. TIME OF PERFORMANCE

Time is of the essence in the performance of the services under this Agreement and the CONSULTANT may start work on or after but no later than ten (10) days of the date of the notice to proceed provided by the City. The failure by CONSULTANT to strictly adhere to the schedule to be established by the City for services selected by the City may result in termination of the Agreement by City, and the assessment of damages against CONSULTANT for delay. Notwithstanding the foregoing, CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT's reasonable control. However, in the case of any such delay in the services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

8.1 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Project Administrator not later than ten (10) calendar days after the start of the condition which purportedly causes a delay, and not later that the date upon which performance is due. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays, which the Project Administrator determines are beyond CONSULTANT's control.

8.2 For all time periods not specifically set forth herein, CONSULTANT shall respond in the most expedient and appropriate manners under the circumstances, by either telephone, fax, hand delivery, email or mail.

9. CITY POLICY

CONSULTANT will discuss and review all matters relating to policy and Project direction with the Project Administrator in advance of all critical decision points in order to ensure that the Project proceeds in a manner consistent with City goals and policies.

10. CONFORMANCE TO APPLICABLE REQUIREMENT

All work prepared by CONSULTANT shall conform to applicable city, county, state and federal law, policies, rules, regulations and permit requirements and be subject to approval of the Project Administrator. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

11. PROGRESS

CONSULTANT is responsible for keeping the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Project work, activities performed and planned, and any meetings that have been scheduled or are desired.

12. HOLD HARMLESS

CONSULTANT shall indemnify, defend, save and hold harmless City , its City Council , commissions, officers, employees, agents, consultants and volunteers, from and against any and all loss, damages, liability, claims, allegations of liability, suits, costs and expenses for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, property damages, or any other claims arising from any and all negligence acts or omissions of CONSULTANT, its employees, agents or subconsultants in the performance of services or work conducted or performed pursuant to this Agreement, excepting only the sole negligence or willful misconduct of City , its officers or employees, agents, consultants and volunteers, and shall include attorney's fees and all other cost incurred by City in defending any such claims.

13. INSURANCE

Without limiting CONSULTANT's indemnification of City , and prior to commencement of work, CONSULTANT shall obtain and provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and satisfactory to City. Certification of all required policies shall be signed by a person authorized by that insurer to bind coverage on its behalf and must be filed with City prior to exercising any right or performing any work pursuant to this Agreement. With the exception of worker's compensation and errors and omissions policies, all insurance policies shall:

- Include the City , its officials, officers, employees, agents, consultants and volunteers as additional insureds with respect to performance of Services and shall contain no special limitations on the scope of coverage or the protection afforded to the additional insureds;

- Be primary with respect to any insurance of self insurance programs covering the City , its officials, officers, employees, agents, consultants and volunteers; and

- Contain standard separation of insureds provisions for all liability arising from CONSULTANT's Services as described herein.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholder's Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest editions of Bests Key Rating Guide unless otherwise approved by the City Risk Manager, as follows:

A. Worker's compensation insurance covering all employees and principals of CONSULTANT, as required by the laws of the State of California.

B. Commercial general liability insurance covering third party liability risks, including without limitation, contractual liability, in a minimum amount of $1 million combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate is used, either the general aggregate shall apply separately to this Project, or the general aggregate limit shall be twice the occurrence limit.

C. Commercial auto liability and property insurance covering any owned and rented vehicles of CONSULTANT in a minimum amount of $1 million combined single limit per accident for bodily injury and property damage.

D. Professional errors and omissions insurance which cover the services to be performed in connection with this Agreement in the minimum amount of One Million Dollars ($1,000,000.00).

Said policy or policies shall be endorsed to state that coverage shall not be canceled, reduced

in coverage or amount or modified except after thirty (30) days prior notice has been given in writing to City. CONSULTANT shall give City prompt and timely notice of claim made or suit instituted arising out of CONSULTANT's operation hereunder. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

CONSULTANT agrees that, in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, CONSULTANT shall look solely to its insurance for recovery. CONSULTANT hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either CONSULTANT or City with respect to the services of CONSULTANT herein, a waiver of any right of subrogation which any such insurer of said CONSULTANT may acquire against City by virtue of the payment of any loss under such insurance.

14. PROHIBITION AGAINST TRANSFERS

CONSULTANT shall not assign, sublease, hypothecate or transfer this Agreement or any of the services to be performed under this Agreement, directly or indirectly, by operation of law or otherwise without prior written consent of City. Any attempt to do so without consent of City shall be null and void.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of CONSULTANT, or of the interest of any general partner or joint venturer or syndicate member or cotenant if CONSULTANT is a partnership or joint-venture or syndicate or contenancy, which shall result in changing the control of CONSULTANT, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power, or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

15. OWNERSHIP OF DOCUMENTS

All working papers and reports created in connection with the completion of the Project are the property of the City. All working papers and reports will remain the property of the City.

16. CONFIDENTIALITY

The information, which results from the services in this Agreement, is to be kept confidential unless the release of information is authorized by City.

17. CITY'S RESPONSIBILITIES

In order to assist CONSULTANT in the execution of his/its responsibilities under this Agreement, City agrees to provide the following:

A. Identify a City Project Administrator who has the authority to make decisions regarding Project assumptions

B. Have qualified staff available for questions as the project progresses.

18. ADMINISTRATION

This Agreement will be administered by the City Public Works Department, Ernest Wong, Public Works Director/City Engineer, shall be considered the Project Administrator and shall have the authority act for City under this Agreement. The Project Administrator and/ or his/her authorized designee shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement.

19. RECORDS

CONSULTANT shall keep records and invoices in connection with the work to be performed under this Agreement. CONSULTANT shall maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow a duly authorized representative of City, the State of California and FHWA to examine, audit and make transcripts or copies of such records during normal business hours. CONSULTANT 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.

20. WITHHOLDINGS

City may withhold payment of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. CONSULTANT shall not discontinue work as a result of such withholding. CONSULTANT shall have an immediate right to appeal to the City Manager or his designee with respect to such disputed sums. CONSULTANT shall be entitled to receive interest on any withheld sums at the rate of seven percent (3%) per annum from the date of withholding of any amounts found to have been improperly withheld.

21. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of CONSULTANT which result in expense to City greater than would have resulted if there were not errors or omissions in the work accomplished by CONSULTANT, the additional expense shall be borne by CONSULTANT. Nothing in this paragraph is intended to limit City's rights under any other sections of this Agreement.

22. CITY'S RIGHT TO EMPLOY OTHER CONSULTANT(S)

City reserves the right to employ other consultant(s) in connection with this Project.

23. CONFLICTS OF INTEREST

23.1 The CONSULTANT or his/its employees may be subject to the provisions of the

California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under the Agreement, and (2) prohibits such persons from making, or participating in making decisions that will foreseeably financially affect such interests.

23.2 If subject to the Act, CONSULTANT shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for termination of this Agreement by City. CONSULTANT shall indemnify and hold harmless City for any and all claims for damages resulting from CONSULTANT's violation or this Section.

24. SUBCONSULTANT AND ASSIGNMENT

Except as specifically authorized under this Agreement, the services included in this Agreement shall not be assigned, transferred, contracted or subcontracted without prior written approval of City. All subcontracts exceeding $10,000 in cost shall incorporate all provisions of this Agreement.

25. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, first class mail, addressed as hereinafter provided.

All notices, demands, requests or approvals from CONSULTANT to City shall be addressed to City at:

City of Highland
27215 Base Line
Highland, CA 92346

Attention: Carlos Zamano, Public Works Director/City Engineer

All notices, demands, requests or approvals from City to CONSULTANT shall be addressed to CONSULTANT at:

Compass Consulting Enterprises, Inc.
PO Box 2627
Avalon, CA 90704

Attn: Julie Gilbert

26. TERMINATION

In the event either party hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) days, or if more than

seven (7) days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within seven (7) days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the nondefaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

26.1 Notwithstanding the above, City shall have the option, at its sole discretion and without cause, of terminating this Agreement at any time by giving seven (7) days prior written notice to CONSULTANT as provided herein. Upon termination of this Agreement, City shall pay to the CONSULTANT that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

27. COMPLIANCES

CONSULTANT shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by City.

27.1 The CONSULTANT shall keep himself fully informed of and shall observe and comply with, and shall cause any and all persons employed by him or under him to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work, including, but limited to, working hours and wages, and the payment of prevailing wages. Attention is also directed to the provisions in Section 1777.5 of the Labor Code concerning the employment of apprentices by the CONSULTANT or any Sub-consultant under him/it.

27.2 The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of the Contract to perform employment duties and all persons, including SUBCONSULTANTS, assigned by the CONSULTANT to perform work pursuant to the Agreement.

28. WAIVER

A waiver by either party or any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties hereto, and all preliminary negotiations and agreements of whatsoever kind or natures are merged herein. No verbal agreement of an implied covenant shall be held to alter or amend the provisions herein. Any modification of this Agreement will be effective only by written execution signed by both City and CONSULTANT.

30. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

COMPASS CONSULTING ENTERPRISES, INC.

By_____
Julie Gilbert, President

Date: _____

By: _____

Date: _____

CITY OF HIGHLAND

By_____
Penny Lilburn, Mayor

Date: _____

Attest: _____
Betty Hughes, City Clerk

Date: _____

APPROVED AS TO FORM:

_____
City Attorney (signature optional)

Date: _____

Exhibit A

CONSULTANT Proposal

(Attached by Reference)

EXHIBIT "A"

COMPASS
Consulting Enterprises, Inc.

PO Box 2627
Avalon, CA 90704
(909) 496-5960

April 5, 2021

Carlos Zamano, PE, Assistant Public Works Director
City of Highland
27215 Base Line
Highland, CA 92346

RE: Proposal for Professional Services
CEQA Documentation
Bledsoe Creek – Line A Storm Drain Repairs
South of Highland Avenue, east of Rock Spring Lane
Highland, CA

Dear Carlos:

Compass Consulting Enterprises, Inc (Compass) is pleased to provide this proposal for environmental compliance for the above-referenced Project. This project was originally authorized under Jericho Systems, Inc (Jericho) on November 26, 2019 to complete various environmental surveys, CEQA compliance and permitting.

As discussed, Shay Lawrey, president of Jericho has become ill and will not be able to continue performing working on this project with Jericho Systems. She can, however, remain a valuable biological on-call consulting asset. Ms. Lawrey has been serving the City of Highland for nearly a decade. Ms. Gilbert joined Jericho in 2016 and also provided services on numerous City projects. Since June 2019, Compass president, Julie Gilbert, has been functioning as a contractor to Jericho for this project. Ms. Gilbert stands willing and able to take on this work with the City through her company, Compass, due to her extensive history and knowledge of this specific project, at the same contract rate as Jericho, in order to ensure a seamless transition.

Ms. Lawrey initially proposed that the Bledsoe Creek project could qualify as a CEQA Exemption. However, after the full development of the design plans and the results of the technical studies, Ms. Lawrey informed the City that an Initial Study/Mitigated Negative Declaration (IS/MND) needs to be prepared. Much of the previous work already performed can be used to prepare the IS/MND, which will save the City time and money.

The Project would not qualify as a CEQA Exemption because an Exemption cannot have mitigation to reduce impacts to less than significant. Environmental Best Management Practices that are included in the Project Description are generally practices that are identified to comply with existing State and federal regulations and are not designed to reduce project impacts. Additionally, because there are State and federal jurisdictional waters permits required, Ms. Lawrey believed that the California Department of Fish and Wildlife (CDFW) would not concur on a CEQA Exemption to issue its permit based on the findings of our environmental studies. The following resources were found to be potentially impacted and therefore would require mitigation to offset impacts:

- City heritage trees (sycamores and willows). City engineering will need to confirm the number of trees that will be removed by the Project.

- Impacts to sycamore woodland (a sensitive habitat type recognized by the CDFW) that will need mitigation. To properly identify mitigation, the Project engineer, the City and Compass need to have a very clear understanding of the number of sycamore trees and sycamore/riparian habitat that will be removed as part of the Project. It is not just the removal of habitat but also the change in the hydrologic regime that the downstream habitat will experience as a result of the Project. Working with the engineering team and the City, Compass can recommend a mitigation strategy which we will discuss with the CDFW. The mitigation then will be placed into the CEQA IS/MND, in which the CDFW can use to issue the permit.

- Potential impacts to paleontological and Native American resources – San Manuel needs to be consulted since it is so close to the reservation; AB52 consultation is not required for an exemption. Due to the depths of the excavation, a paleontological resource plan will also need to be developed. We recommend that this be prepared during the Initial Study phase and not as a pre-construction measure to further determine any additional steps that need to be taken prior to construction.

SCOPE OF WORK

As discussed, much of the work already performed can be used to prepare the CEQA IS/MND. The previous purchase order also contained a permitting scope of work and cost.

This scope of work includes tasks for permitting at the same cost as previously provided by Jericho to the City.

Task 1: Kick-off, Design Reviews, Site Visit, and Project Description

The Project Description serves as the basis for all of the CEQA documentation and any permitting. The Project Description was already finalized in the previous effort. Refinements to the description will need to be developed once the habitat impacts are more fully identified.

Task 2: Technical Studies

The following technical studies prepared for the project that can be utilized for the Initial Study include:

1. Air Quality and Greenhouse Gas Assessment. – This study was completed and no further work is necessary.

2. General Biological Assessment, Jurisdictional Delineation. This study was completed and no further work is necessary, except to further quantify impacts to habitat.

3. Cultural Resources Assessment. This study is complete. It found that while there are no cultural or historic resources, a plan to handle paleontological resources will be necessary due to the depths of the excavations.

   This task assumes that the City will conduct the AB52 Tribal Consultation. Compass will work with the City to initiate the AB52 process the Tribes who want notification of any CEQA process undertaken by the City. The Cultural Resources report will assist the City in determining which

tribes to notify of the Project, however, being so close to San Manuel, we anticipate extensive discussion with them will be necessary.

4. Energy Analysis. This study was completed to CEQA Exemption-level standards. A small amount of work will be necessary to complete the analysis to an IS/MND standard.

5. Hydrology Analysis/Study and Water Quality Management Plan (WQMP) subject to City of Highland requirements. Compass assumes that the City's engineer will provide this study.

Task 3: Prepare CEQA Initial Study

Compass will prepare an Initial Study for the Project, using the latest 2019 CEQA checklist with mitigation and supporting documentation as required. City staff will review and comment on the draft Initial Study, and comments will be incorporated into a second version of the draft. The CEQA document will analyze the Project under the following criteria, as required by the 2019 CEQA Checklist:

- Aesthetics
- Agriculture and Forestry
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gases
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use /Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Traffic and Circulation
- Tribal Cultural Resources
- Utilities
- Wildfire
- Mandatory Findings of Significance

Task 4: Notices and Circulation for Public Review

Upon approval of the Initial Study (IS) for public review, Compass will finalize the document and prepare notices for the City to conduct a 30-day public review. Our cost estimate includes the preparation of the Notice of Completion and Notice of Intent/Notice of Availability and circulating the document through the State Clearinghouse and mailed to surrounding property owners. The City will notify the general public by preparation of and posting of a legal notice in the local newspaper.

Task 5: Final CEQA Documents

Upon completion of the public review period, Compass will review any public comments received on the document and discuss any substantive changes that should be made to the project or the IS as a result of the comments received. Compass will make any revisions to the IS as determined necessary and prepare a Mitigation Monitoring and Reporting Program and Mitigated Negative Declaration (MND). Compass will prepare the Notice of Determination (NOD) to be filed with the County Clerk of the Board.

Task 6: Jurisdictional Permitting

Compass will prepare the documentation and process the permit applications for the following permits. Compass will also work with the regulatory agencies as necessary for successful permit acquisition:

- Clean Water Act Section 404 – USACE. The Project will meet the thresholds of a Nationwide Permit through the USACE. Jericho will prepare the necessary documentation and process a Nationwide Permit.

- Clean Water Act Section 401 – RWQCB

- Fish and Game Code Section 1602 Lake and Streambed Alteration Agreement - CDFW

Task 7: Project Management, Meetings and Public Hearing

Compass recommends our attendance at up to three meetings with City staff throughout the project design and environmental review process. In addition to meeting attendance, project management activities will include schedule management, contract and subcontract management, and document reviews. Compass will coordinate with the City throughout the project to discuss results of analyses, obtain additional information as necessary, resolve any contract administration issues, and provide schedule updates. This task also assumes Compass' attendance at one public hearing to assist the City during the adoption of the IS/MND.

ESTIMATED COST

This cost estimate is the same as the cost estimate provided by Jericho in February 2021 and includes the permitting tasks and costs that Jericho originally proposed. Because Ms. Gilbert was working with Jericho during the time Ms. Lawrey was conducting the work on this project, Ms. Gilbert has extensive knowledge of the project and is able to directly pick up where Ms. Lawrey left off, at the same costs that Ms. Lawrey previously provided, thereby extending the same cost savings to the City as if Jericho were to continue with the project.

Table 1 represents Compass' total cost, assuming the Jericho PO is cancelled. Table 2 identifies the status of expenditures of the existing Jericho Purchase Order and how the new work compares to what has been authorized.

Table 1 – Cost Estimate

Task/ Subtask	Description	Total Cost
Task 1	**Kick-off, Design Reviews, Site Visit, and Project Description**	$800.00
Task 2	**Technical Studies**	
2.1	Biological/Jurisdictional Waters - Finalize/quantify impacts	$1,100.00
2.2	Cultural/Paleo Resources with AB52	$2,500.00
2.3	Energy Analysis	$700.00
Task 3	**CEQA Draft Document Preparation**	$9,276.00
Task 4	**Notices and Public Review**	$800.00
Task 5	**Final CEQA Document**	$1,100.00
Task 6	**Jurisdictional Permitting**	
6.1	Corps NWP Application and Processing	$1,185.00
6.2	RWQCB 401 Permit Application and Processing	$1,185.00
6.3	CDFW 1600 Permit Application and Processing	$1,185.00
Task 6	**Project Management, Meetings**	
	Project Management, Meetings, Subconsultant Mangement	$2,800.00
	TOTAL COST	**$22,631.00**

Table 2 – Existing Purchase Order Comparison

Task No.	Task Name	Exemption PO	Completed (Billed to Date)	Amount Remaining in PO (recommend to cancel remaining)	Additional Work Required (authorize new)
PO-1	Project Description - Exemption Level	$1,530	$1,530.00	$0.00	
NEW-1	*Project Description (Finalize for IS Level doc)*				*$800.00*
PO-2	Tech Studies -AQ/GHG	$3,900	$3,900.00	$0.00	
PO-2	Tech Studies - Bio/JD	$2,370	$2,133.00	$237.00	
NEW-2	*Tech Studies - Bio/JD Update/Viero Survey*				*$1,100.00*
PO-2	Tech Studies - Cultrual	$5,000	$5,000.00		
NEW-2	*Tech Studies - Paleo Monitoring Plan Prep*				*$2,500.00*
PO-2	Tech Studies - Energy	$2,900	$2,900.00		
NEW-2	*Tech Studies - Energy (finalize for IS Level doc)*				*$700.00*
PO-3	Exemption Justification Document	$2,208	$1,796.00	$412.00	
NEW-3	*CEQA Initial Study Preparation (cost includes discount for using existing Exemption information)*				*$9,276.00*
NEW-4	*Notices/Public Review*				*$800.00*
NEW-5	*Final CEQA Document*				*$1,100.00*
PO-4	Jurisdictional Permitting-CDFW	$1,185	$0.00	$1,185.00	
PO-4	Jurisdictional Permitting-RWQCB	$1,185	$0.00	$1,185.00	
PO-4	Jurisdictional Permitting-Corps	$1,185	$0.00	$1,185.00	
PO-5	Project Mgmt/Meetings	$1,972	$1,419.84	$552.16	
NEW-6	*Jurisdictional Permitting-CDFW*				*$1,185*
NEW-6	*Jurisdictional Permitting-RWQCB*				*$1,185*
NEW-6	*Jurisdictional Permitting-Corps*				*$1,185*
NEW-7	*Project Mgmt/Meetings, Subconsultant Mgmt*				*$2,800.00*
	Total	**$23,435**	**$18,678.84**	**$4,756.16**	**$22,631.00**

As shown in Table 2, the net difference in changing from an Exemption to an Initial Study, with permitting, will be approximately $17,874.84.

SCHEDULE

Compass can begin the work within 15 days upon receiving a notice to proceed. The sensitive habitat impact analysis and mitigation strategies will be completed first, and the CEQA project is anticipated to be completed and/or adopted within approximately four months after the proposed kick-off meeting with the City. Compass will work expeditiously as we understand this Project is important to the City.

A tentative project schedule is provided in Attachment A.

ABOUT COMPASS

Compass is a full-service environmental consulting firm, serving the project lifecycle from concept to construction and restoration. Compass was founded in July 2020 by Julie Gilbert, a veteran environmental planner with more than 25 years of experience in the sectors of public works, transportation, public utilities, public relations, and private development.

Compass' project management team members have a proven track record of more than 25 years of experience in providing a variety of environmental services throughout Southern California.

Our mission is to provide our clients with high-quality consulting services, so that they can make informed natural resource management decisions.

For project permitting and environmental compliance, Compass' in-house staff includes highly-qualified well-seasoned CEQA/NEPA professionals with decades of experience and a track record of preparing environmental documents and jurisdictional permits to timely meet the schedule demand of any size project. Our clients have come to trust the depth of experience and demonstrated ability to prepare a variety of legally-defensible compliance documentation ranging from detailed Exemption/Exception Justifications to Environmental Impact Reports/Environmental Assessments, jurisdictional waters permits, and endangered species consultations with State and federal agencies.

Our Founding Principles

Our mission is to provide our clients with high-quality consulting services, so that they can make informed natural resource management decisions. Our services include but are not limited to:

- Project concept consulting for environmental constraints
- California Environmental Quality Act compliance (CEQA)
- National Environmental Policy Act compliance (NEPA)
- California Endangered Species Act Compliance
- Federal Endangered Species Act Compliance
- Preparation of permit documents for federal Clean Water Act compliance
- Preparation of permit documents for State Streambed Alteration Agreements
- Construction monitoring
- Preparation and implementation of mitigation monitoring plans
- Preparation of analyses of technical environmental reports, legislation and regulations
- Mitigation lands restoration and banking

We understand that the specific needs and timelines of a project can change, and we readily adapt to those changes. The Compass core values include:

- *Integrity*: Compass subscribes to the ethical codes of the Association of Environmental Professionals.

- *Responsiveness*: Same-day response to clients and agencies allows us to meet project schedules and budgets.

- *Professional*: Members of our staff are experts in their field, actively participate in their respective professional societies, and have over a half-century combined experience in the environmental field. We have worked side by side with diverse partners such as project proponents, regulators, planners, engineers, and the interested public, to collectively move our client's projects forward as efficiently as possible.

THE COMPASS TEAM

For this Project, Compass has assigned highly qualified team. Jericho's Shay Lawrey will continue on the project as a consulting biologist. However, to ensure the higher level biological needs can be met in the event Ms. Lawrey is not available, Ms. Gilbert has enlisted the services of an extremely qualified

biologist with a specialty for jurisdictional waters permitting. Resumes of the project personnel are provided in Attachment B.

Julie Gilbert – Principal/Environmental Specialist.



Since 1991, Ms. Gilbert has been an environmental planner and project manager with special expertise in CEQA, regulatory compliance, communication/ facilitation for resolution of environmental issues, and public image management. She has authored environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, the community, and decision-makers in finding solutions to complex problems. She negotiates with regulators at the federal, state and local level. In her career, she managed community affairs for the Department of Public Works for the City of Houston, managed community affairs in the High Desert area of Southern California for Southern California Edison (SCE), had been a lead senior planner for SCE for four years, and was a lead senior planner for the County of San Bernardino Department of Public Works for the Flood Control District, Transportation Department and Solid Waste Management Division for 10 years. Her duties throughout her nearly 30-year career have included CEQA compliance document preparation, regulatory permit acquisition, environmental project management, preparing constraints analyses, preparing impact analyses, preparing mitigation plans, negotiating mitigation compliance with various agencies, and managing public input and public image.

Travis McGill, Senior Ecologist/Jurisdictional Permitting



Experienced in environmental planning, natural resource management, special status species survey, regulatory permitting, and construction monitoring since 2006. Mr. McGill has experience in all project types (public and private) and habitat types found throughout Southern California. Mr. McGill is trusted by the resource agencies to achieve a balance between client's budgets and timeframes and the resource agency's need for preservation and mitigation. He works routinely with processes of numerous State and federal regulatory agencies such as USFS, Bureau of Land Management (BLM), Federal Highways Administration (FHWA), Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), Federal Airport Authority (FAA), U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), State Water Board (SWB), State Revolving Fund (SRF), California Public Utilities Commission (CPUC), Regional Water Quality Control Board (RWQCB), CDFW, etc. He is also well versed in CEQA and is skilled in analysis and documentation. He has a common sense approach to finding solutions to avoid and protect sensitive species and still maintain his client's budget and schedule.

Thank you for considering Compass to be of service to the City of Highland. Please do not hesitate to contact me at (909) 496-5960 or at julie@compass-consulinginc.com if you have questions or need more information.

Sincerely,

Julie A. Gilbert

Julie Gilbert
President

Attachment A – Project Schedule
Attachment B – Resumes of Key Project Personnel

Attachment A – Estimated Project Schedule

Bledsoe IS-MND Estimated Environmental Schedule

	Task Name	Start	Finish
1	Task 1 - Update Project Description	05/03/21	05/07/21
2	Task 2.1 - BRA/JD Update	05/10/21	05/21/21
3	Task 2.2 - Cultural/Paleo Plan	05/10/21	06/04/21
4	Task 2.3 - Energy Study	05/10/21	06/04/21
5	City Conducts AB52	05/10/21	06/04/21
6	Task 3 - CEQA Draft Document Prep	05/10/21	06/18/21
7	City Accepts Final Draft for Public Circulation	06/21/21	06/22/21
8	Task 4 - Notices and Public Review	06/23/21	07/27/21
9	Task 5 Final CEQA Document/City Adoption	07/28/21	08/24/21
10	Task 6.1 Corps NWP Prep/Process	05/24/21	10/08/21
11	Task 6.2 RWQCB 401 Prep/Process	08/25/21	01/11/22
12	Task 6.3 CDFW Permit Prep/Processing	08/25/21	01/11/22



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Attachment B – Resumes of Key Project Personnel



COMPASS
Consulting Enterprises, Inc.

JULIE GILBERT, PRESIDENT/PRINCIPAL

ENVIRONMENTAL SPECIALIST, ENVIRONMENTAL PROJECT MANGER

Since 1991, Mrs. Gilbert has been an environmental planner and project manager, with special expertise in CEQA, NEPA, regulatory compliance, communication/ facilitation for resolution of environmental issues, and public image management. She has authored environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, the community, and decision-makers in finding solutions to complex problems. She also negotiates with regulators at the federal, state and local level.

She has a working familiarity with processes of numerous State and federal regulatory agencies such as U.S. Forest Service (USFS), Bureau of Land Management (BLM), Federal Highways Administration (FHWA), Federal Emergency Management Agency (FEMA), Federal Airport Authority (FAA), U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), State Water Board (SWB), California Public Utilities Commission (CPUC), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW) etc. She is skilled in both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) and has authored numerous Initial Studies, Negative Declarations, Mitigated Negative Declarations and Environmental Assessments (EAs).

Prior to forming Compass Consulting Enterprises, Inc (Compass) in mid-2020, Ms. Gilbert had been an environmental project manager for various environmental consulting firms and public agencies, preparing CEQA and NEPA documentation, jurisdictional permits, and performing report editing, writing and fact-checking. Other career hallmarks include but are not limited to: Director of Community Affairs for the Department of Public Works for the City of Houston; Region Manager for Southern California Edison (SCE) managing SCE's community affairs in the High Desert area of Southern California for two years; SCE lead senior planner for four years; lead senior planner for the County of San Bernardino Department of Public Works for the Flood Control District, Transportation Department and Solid Waste Management Division for 10 years. Her experience throughout her three-decade-long career has included preparation of CEQA and NEPA compliance documentation, regulatory permit preparation and processing, environmental project management, preparing constraints analyses, preparing impact analyses, preparing mitigation plans, negotiating mitigation compliance with various agencies, and managing public input and public image.

KEY EXPERIENCE - GENERAL

Ms. Gilbert approaches all her projects with an attention to detail. She has authored more than 75 environmental documents that comply with CEQA, NEPA and other regulatory permit applications. Ms. Gilbert's depth of expertise includes the following key areas:

- CEQA/NEPA Preparation
- Jurisdictional Waters Permitting
- Mitigation Plan Development
- Public Engagement
- Regulatory Program Development
- Document QA/QC

Expertise

- 30 years of experience
- Environmental Planning
- CEQA/NEPA
- Regulatory compliance
- Public policy
- Public engagement
- Project Management
- Third-Party Review
- Documentation QA/QC
- "One-Stop-Shop" Development and Permitting Services

Education

B.A., Journalism, Louisiana State University, 1987

Certificates

Certificate, Environmental Leadership. Cal State San Marcos, 2014

Woman-Owned Business Certifications, in process

SELECTED PROJECT EXPERIENCE

Environmental Documentation Preparation and Document QA/QC – Various clients. 2020 to present. Ms. Gilbert currently provides on-going environmental document preparation and QA/QC services for several small environmental consulting firms in the Inland Empire. This includes preparation and review of CEQA and NEPA documents including Initial Studies and Environmental Impact Reports, along with their associated technical studies. For document QA/QC, Ms. Gilbert conducts independent fact-checking of subconsultant technical studies as well as editing for consistency within the environmental document and with the technical studies and provides technical writing and editing for readability. Additionally, Ms. Gilbert is the subcontract Project Manager and Lead Preparer for several of those firm's on-going CEQA and NEPA projects.

Avalon Sea Level Rise – Moffatt & Nichol. 2020 to present. Moffatt & Nichol (MN) is currently conducting a Sea Level Rise study for the City of Avalon to address sea level rise adaptation planning. This multi-year effort involves a collaborative and multi-disciplinary approach that brings together input from scientists, planners and engineers to engage with the local community and develop practical solutions that will offer a range of benefits over the short-term and long-term. For this project, Ms. Gilbert is providing community engagement coordination as well as technical report input and editing support to MN.

Peer Review and CEQA and Jurisdictional Waters Compliance Documents – Multiple Projects, San Bernardino County. While working as a senior-level public works planner from 1999 to 2010 for the San Bernardino County Department of Public Works, Ms. Gilbert conducted peer-reviews of numerous environmental technical reports prepared by consultants for various flood control, road and solid waste projects. Throughout her decade-long career for the County, Ms. Gilbert authored numerous detailed CEQA Exemption documents, CEQA Initial Studies/Mitigated Negative Declarations, Jurisdictional Water permit applications and Streambed Alteration Agreements for flood control projects in the Santa Ana River and Mojave River, as well as for hundreds of other various facilities in support of storm drain construction, road construction and maintenance, flood control facility maintenance, and landfill maintenance. Federal agency compliance documentation included Caltrans, the Bureau of Reclamation, the US Forest Service, and the US Fish and Wildlife Service.

Caltrans Coordination for Miscellaneous Trail Projects, City of Big Bear Lake. (2018 to 2019). The City of Big Bear Lake has a master trail plan for which it has been obtaining State and federal grant funding, including a bike/pedestrian trail on SR-18, the Alpine Pedal Path along SR-18 and the Stanfield Marsh Outdoor Recreation and Education Trail and Kiosk. For these projects, Ms. Gilbert, prior to forming Compass, prepared the CEQA Categorical Exemptions, and the NEPA Categorical Exclusions, as well as assisted the engineering team with preparation various Caltrans-required engineering documents.

Proponent's Environmental Assessment (PEA) - Moorpark-Newbury 66 kV Subtransmission Line, Southern California Edison (SCE). (2013) While as a senior environmental planner for SCE, Ms. Gilbert managed the preparation of this complex licensing compliance document for submittal to the California Public Utilities Commission (CPUC) on behalf of SCE to install approximately 8 miles of towers and conductor. This was a unique project in that SCE had prior approval to construct the project but due to public controversy after construction, the CPUC directed SCE to provide a full application package and re-analyze the constructed portions as well as those portions yet to be constructed. Ms. Gilbert led SCE's multi-disciplinary project team in preparing a complex analysis that met both the CPUC and

CEQA Guidelines, current environmental law, and addressed the public's concerns. The analysis was successfully approved by the CPUC, which subsequently utilized the PEA as the basis for its Draft and Final Environmental Impact Reports.

Magnolia Avenue Bridge Widening CEQA/NEPA Environmental Compliance, CNS Engineering for City of Corona (2019-present). The City of Corona is proposing to widen the Magnolia Avenue Bridge over the Temescal Wash Channel and its approaches from El Camino Avenue to1,000 feet east of private All American Way, funded by the Federal Transportation Improvement Program (FTIP). Ms. Gilbert is the Project Manager and Lead Preparer, under a subcontract to another environmental consulting firm, to prepare the Preliminary Environmental Study (PES), coordinating environmental technical studies, and authoring the CEQA Initial Study, Mitigated Negative Declaration.

CEQA, NEPA, Jurisdictional Waters Permitting, Biological Opinion Input – San Sevaine Creek Water Project. (2000). While with San Bernardino County Flood Control District, Ms. Gilbert completed an 18-month successful effort to negotiate all permits and mitigation requirements with the Bureau of Reclamation, Flood Control District operations staff, and the US Fish and Wildlife Service (USFWS) for the construction of the $40 million regional flood control facility. Ms. Gilbert had been assigned to the project after it had been halted for two years due to stalled environmental negotiations over a newly listed species over which the USFWS had previously issued a jeopardy opinion. As the new project manager, Ms. Gilbert worked directly with engineers to re-design a section of the channel to accommodate the environmental sensitivities and still maintain hydraulic capacity. She then gained concurrence from regulatory agencies regarding mitigation land set-asides and mitigation measures, and prepared the Mitigation Monitoring and Reporting Program plan (MMRP). Ms. Gilbert then prepared amended CEQA and NEPA documents and jurisdictional waters permitting documentation, all of which were also approved. The project was later constructed.

Antelope Valley – East Kern Water Agency (AVEK), West Avenue H Wellfield Project: Initial Study/Mitigated Negative Declaration. (2014). AVEK proposed to construct three potable groundwater wells, associated delivery and transmission pipelines and modifications to existing chlorination facilities on two sites in order to provide an additional supply of groundwater to meet demands during periods of below average allocation of imported water from the State Water Project as well as use as an emergency supply. For this project, Ms. Gilbert, prior to forming Compass, was the lead author, working as the CEQA subconsultant to the prime engineering firm, prepared a thorough Initial Study / Mitigated Negative Declaration (IS/MND) in accordance with CEQA. The reduced water supply in the region due to the drought was a significant issue, resulting in the need to demonstrate that the project would not result in overdraft significant enough to cause subsidence. Other complex issues included but were not limited to aesthetics, agricultural, air quality, biological resources, floodplain, and land use. Ms. Gilbert worked with the clients to develop solutions and mitigation measures to ensure that the project would have a less than significant effect on the environment with the mitigation incorporated. The Initial Study received few and minor comments, and the AVEK Board publicly adopted the Mitigated Negative Declaration.

Initial Study/Mitigated Negative Declaration – New Groundwater Production Well No. 3, Three Valleys Municipal Water District (TVMWD). (2016). Prepared this CEQA compliance document for the TVMWD to construct a new groundwater production well. The project contained several key complex issues including that the site was on a large lot in a residential area, several groundwater production wells in the vicinity, and a groundwater table that had been impacted by the drought and high nitrate levels. Ms. Gilbert assisted the project team and the TVMWD to develop a project that would meet TVMWD's needs and still have a less than

significant effect on the environment. Key issues included strategies to modify the well house building to reduce noise impacts to nearby residents, developing mitigation measures to alleviate resident concerns about noise during construction, and modifying the pumping parameters to reduce potential impacts to the groundwater table.

Mojave Water Agency - Groundwater Replenishment Program – Off Channel Environmental Impact Report Addendum. The Mojave Water Agency (MWA), the lead agency under the California Environmental Quality Act (CEQA), certified the Water Supply Reliability and Groundwater Replenishment Program Final Project Environmental Impact Report in January 2006 (SCH Number 2005041103, referred to as the R3 PEIR). The Project included the construction of recharge areas, siting of approximately 22 extraction wells, construction of conveyance pipelines, and construction of a disinfection facility. Since the adoption of the R3 PEIR, the MWA purchased two properties that were not within the area directly analyzed by the R3 PER, but which were immediately adjacent to the areas analyzed in the R3 PEIR, in order to develop the two off-channel recharge areas envisioned in the R3 PEIR. Jericho was asked to assist the MWA in complying with CEQA so that they could develop the newly-purchased parcels into the projects envisioned in the R3 PEIR. Ms. Gilbert thoroughly reviewed the R3 PEIR, the CEQA Guidelines and statutes, along with the recent biological and jurisdictional waters resources report and was able to determine that though the new parcels recently purchased for the off-channel recharge were not directly identified in the R3 PEIR, the adjacent areas were similar enough in character that MWA could prepare an Addendum to the EIR to comply with CEQA and allow the projects to move forward. Ms. Gilbert then prepared a thorough EIR Addendum that assessed the two new sites consistent with the R3 PEIR. The Addendum was successfully adopted by the MWA Board.

Initial Study/Mitigated Negative Declaration and Jurisdictional Waters Permitting – Routine Maintenance of City's Drainage Facilities, City of Highland. (January 2017). Prepared the CEQA document for the City of Highland to conduct routine maintenance work within the City's existing 25 storm drain facilities located in the City of Highland to maintain public safety. Work necessary generally consists of vegetation management, vector control, excavation to reestablish flowline and design capacity, bank repair and concrete repair. To conduct the work, the City is required to comply with the California Environmental Quality Act (CEQA) and obtain permits from multiple agencies. For this project, Ms. Gilbert, prior to forming Compass, worked with the City Public Works staff and prepared a complete inventory of all the facilities, noting any endangered species and special vegetation communities such as wetlands and riparian areas. Ms. Gilbert also worked with the staff to identify the type of maintenance, acreage, equipment, safety measures, and avoidance and minimization measures for each facility. As of January 2017, the CEQA documents were being circulated for public review by the State, various stakeholders, and more than 400 adjacent property owners.

New Program and Public Policy Development, Various. Throughout her career, Ms. Gilbert has utilized her organizational, public engagement and public policy knowledge to help develop programs, projects and public policy for public benefit from conception to construction, including but not limited to:

- Preliminary Jurisdictional Determination Development with Corps of Engineers. Several key court decisions in 2006 significantly affected the Corps of Engineers wetland permitting regulations. As the senior planner overseeing jurisdictional waters permitting for several hundred San Bernardino County Flood Control District facilities, Ms. Gilbert worked directly with the Los Angeles Region of the Corps of Engineers and developed draft "Preliminary Jurisdictional Determination" rules and forms, to reduce permitting complexities where there was no dispute as to the presence of Corps

jurisdictional waters. The Los Angeles Region of the Corps of Engineers then implemented this process and continues to use it. This now federal process originated out of Ms. Gilbert's efforts to assist both permittees and the Corps with streamlining the jurisdictional permitting process.

- Cell Tower Ordinance, San Bernardino County. While working as the County Supervisor liaison in the late 1990s and early 2000s, the region's cell tower network was rapidly blooming. Due to significant public outcry by residents over the poor placement choices and aesthetics of the construction of numerous towers, Ms. Gilbert worked directly with residents and County Planning staff to develop the County's first cell tower siting ordinance to prevent cell towers being located adjacent to residences. Also, co-authored with County Planning, guidelines requiring cell towers to reduce visual impacts to the community by incorporating camouflaging features, such as disguising the tower as a tree or placement within existing structures such as bell towers where applicable. San Bernardino County's ordinance was the first of its kind, and other counties and cities followed the County's example.

- Lake Gregory Regional Park Outer Trail. While working as the County Supervisor liaison in 2002, Ms. Gilbert brought together County engineers and the community to design a $1.2 million walking and bicycling trail around Lake Gregory Regional Park in Crestline. Ms. Gilbert also authored the federal grant application, which resulted in the trail's construction in 2003. Work included: stakeholder collaboration, leading public meetings, development of trail alternatives, assisted with the environmental negotiations for the removal and replacement of native trees to facilitate the final trail route.

- Old Fire Disaster Cleanup Program – County of San Bernardino. The Old Fire burned nearly 300 homes throughout the San Bernardino Mountains in October 2003. At the time of the fire, the County did not have a disaster debris management program. Responsible for developing the County's first Fire Disaster Cleanup Program that took place between January 5, 2004 and March 30, 2005. Ms. Gilbert, as the senior solid waste planner, personally developed the program concepts then worked with FEMA staff and County engineers to implement a "block removal" program where the contractors could work in whole neighborhoods thereby reducing costs in a manner that was FEMA-compliant for reimbursement. Program included establishing a customer call center to be staffed by recipients of the County's Welfare-to-Work program. Responsible for personnel interviewing, selection, and personnel management of the call center employees, as well as interviewing, selection, and managing contract program staff. Also, actively participated in the County's negotiation team with FEMA and State OES on critical issues such as debris removal cost-share. Also, developed and managed the County's first program for asbestos and burned vehicle removal. Program implementation included developing the policy, negotiating with applicable regulatory agencies, developing public service announcements, and leading the contractor bid process, and tracked contract performance. The policies and procedures developed during this program have been formally integrated into a formal County policy for disaster debris management program that has been used in several other County disasters since 2003.

ELMT CONSULTING



Travis J. McGill

Managing Partner, Senior Biologist, Senior Regulatory Specialist

Known for his common sense, solution-based approach, Mr. McGill is experienced in environmental planning, natural resource management, special status species survey, regulatory permitting, and construction monitoring since 2006, Mr. McGill has experience in all project types (public and private) throughout Southern California.

Skills and Specialties

- Environmental documentation preparation and management
- General and Focused Habitat Assessments
- Focused Sensitive Plant and Wildlife Surveys
- Avian Surveys and Monitoring
- Wetland and Stream Delineations
- Regulatory Permit Processing
- Mitigation Implementation
- Endangered Species Permits

Education

B.S., 2006, Biology, University of California at San Diego

Certifications

Certificate, 2012, Field Ornithology, University of California at Riverside, University Extension

Certificate, 2012, Wetland Delineation, Wetland Training Institute

Certificate, 2014, Certified California Rapid Assessment Method (CRAM) Practitioner, Riverine and Depressional Wetlands

Certificate, 2014, GIS and Spatial Analyst, California State University at Fullerton

Certificate Botany, 2015, University of California at Riverside, University Extension

Additional Training

Southwestern Willow Flycatcher Survey Training Workshop, Southern Sierra Research Station, 2014

Learning California Bird Sounds, Sea and Sage Audubon Society – Sylvia Gallagher, 2012

Introduction to Desert Tortoise Surveying, Monitoring, and Handling Techniques Workshop, Desert Tortoise Council, 2011

He works routinely with processes of numerous State and federal regulatory agencies such as, Bureau of Land Management (BLM), Federal Highways Administration (FHWA), Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), Federal Airport Authority (FAA), U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), California Public Utilities Commission (CPUC), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Game (CDFW). He also specializes in preparing and processing federal and State Incidental Take Permits through the United States Fish and Wildlife Service (Section 7 and Section 10 of the Federal Endangered Species Act) and California Department of Fish and Game (Section 2080.1, 2081, subds. (b){c) of the Fish and Game Code).

He is well versed in CEQA and NEPA, managing and preparing analysis and documentation. Mr. McGill is also a certified GIS analyst, which provides a value-added service to assisting clients in evaluating their project.

Mr. McGill conducts delineations of state and federal jurisdictional waters and helps clients through the regulatory permit process pursuant to Sections 404 and 401 of the Clean Water Act, the California Porter-Cologne Water Quality Control Act, and Section 1602 et. seq. of the California Fish and Game Code. Mr. McGill has effectively drafted and processed numerous state and federal regulatory applications for residential, restoration, commercial, flood control, institutional, and transportation projects. Mr. McGill also performs California Rapid Assessment Method analyses on riverine and depressional areas to identify the functionality of a drainage system.

Prior to forming ELMT in 2018, Mr. McGill was a lead biologist and environmental specialist for several large environmental consulting firms in Southern California for 10 years where he led numerous biological studies, sensitive species permitting efforts, and was a key team member in preparing a variety of CEQA and NEPA documents.

KEY PROJECT EXPERIENCE

EIR/EIS Habitat Conservation Plan (HCP), Upper Santa Ana River Wash Plan - Biological Lead and EIR Team Member, *San Bernardino Valley Water Conservation District (District).* 2012-2020. Mr. McGill was a key team member in the preparation of the EIR/EIS for the US Fish and Wildlife Service to issue a take permit for five endangered species to allow for mining, water conservation, trails and other activities to occur over 1,659 acres within the Santa Ana River. The HCP EIR/EIS was a decade-long effort that included coordination with a Task Force of 10 agencies and jurisdictions. Mr. McGill began the effort while working with an Inland Empire consulting firm. When he formed ELMT Consulting in 2018, the Task Force selected Mr. McGill and ELMT to continue with the EIR/EIS effort because of Mr. McGill's extensive knowledge and leadership ability. Mr. McGill also supported the District with the development and implementation strategy for the HCP. Mr. McGill lead focused surveys for the federally and state endangered slender-horned spineflower (*Dodecahema leptoceras*) and Santa Ana River woollystar (*Eriastrum densifolium* ssp. *sanctorum*).

Clean Water Factory EIR - Biological Lead and EIR Team Member. *City of San Bernardino Municipal Water Department (SBMWD).* 2013-2015. The Clean Water Factory Project proposed by the SBMWD would reduce secondary effluent that was being discharged into the Santa Ana River, conveyed from the City's San Bernardino Water Reclamation Plant (SBWRP) to the Rapid Infiltration and Extraction (RIX) Facility, to instead treat it and use it for customer use and groundwater recharge. The practice of discharging into the river had created ideal conditions for several State and federally listed species to thrive, namely the federally threatened Santa Ana sucker (*Catostomus santaanae*). Mr. McGIll, while working with a consulting firm prior to forming ELMT, conducted multiple field surveys to document baseline flow velocities, sediment composition, and stream profile measurements within the Santa Ana River and several of its tributaries. Mr. McGill presented the data and collaborated with the Project team to support the adaptive management plan and Section 7 Consultation with the USFWS to address potential impacts to the Santa Ana sucker. Additionally, Mr. McGill provided key support in the preparation of the Environmental Impact Report (EIR) by assisting in the evaluation of potentially significant, adverse and beneficial impacts on the human and physical environment resulting from implementation of the project.

City of Fontana General Plan Update 2015-2035 – Biological Lead and EIR Team Member. *Stantec/City of Fontana.* 2014-2015. Under California law (California State Code §65300), each city and county must adopt a comprehensive, long-term general plan to help guide its future development and the development of any land outside its boundaries which is still subject to or related to its own planning (i.e. within its sphere of influence). Each general plan typically focuses on identifying goals and objectives within a 10- to 20-year outlook and must address seven elements: Land Use, Circulation, Housing, Open Space, Conservation, Safety, and Noise. Mr. McGill, while working with a consulting firm prior to forming ELMT, prepared the updated biological resources report to support the City of Fontana's General Plan update. Mr. McGill was a key team member in preparing the Citywide Habitat Assessment that included field studies and GIS analysis that formed the basis for the biological resources section of the Environmental Impact Report (EIR) for the General Plan Update. Mr. McGill also was a contributing author to the EIR biological section and was a contributor and reviewer for the City's combined Open Space and Conservation Element.

Renaissance Specific Plan Burrowing Owl Relocation Plan, Rialto, California – Lead Biologist/Regulatory Specialist and EIR Team Member. *Lewis-Hillwood Rialto Company.* 2015-2019. The Renaissance Specific Plan was adopted by the City of Rialto in 1997 to provide a long-term strategy for the development of the Rialto Municipal Airport and surrounding area. Currently, Lewis – Hillwood Rialto Company, LLC owns or has an option to buy several of the properties within Renaissance Specific Plan Area. The proposed project included the development of a Town Center, residential housing ranging from low density to high density, a school, public park, a business center, and corporate center. Mr. McGill lead the biological studies for the project which include a general habitat assessment, focused burrowing owl survey, special-status plant suitability assessment, jurisdictional delineation, and regulatory permitting. Several burrowing owl were found on the project site during the focused surveys, and Mr. McGill helped prepare a relocation plan that outlined the recommended methods proposed to relocate burrowing owls from the project site and provided measures that would be implemented for the maintenance, monitoring, and reporting of the relocated burrowing owls to increase chances of survivorship and ensure compliance with CDFW guidelines. Once the plan was

approved by CDFW, Mr. McGill assisted the San Diego Zoo in the active relocation of the burrowing owls from the project site. The burrowing owls found within the project site were captured and actively relocated to a conservation site within the boundaries of the Western Riverside County MSHCP. Additionally, Mr. McGill provided key support in the preparation of the Environmental Impact Report (EIR) by assisting in the evaluation of potentially significant, adverse and beneficial impacts on the human and physical environment resulting from implementation of the project.

Earvin "Magic" Johnson Recreation Area and Ujima Village Master Plan, Willowbrook, California – Biological Lead and EIR Team Member. *Los Angeles County Department of Parks and Recreation.* 2013-2015. The Earvin "Magic" Johnson Recreation Master Plan (EMJ) is approximately a 120-acre recreation area located within a disadvantaged urban community known as South Central-Willowbrook area. The Project was a community-based and needs-based preliminary design of a state-of-the-art recreational facility in the EMJ Recreation Area. Mr. McGill conducted a habitat assessment to assess existing baseline conditions at the project site and evaluate the suitability of the habitat on the project site to support special-status habitats and/or species identified by the CNDDB and other electronic databases as potentially occurring within the vicinity of the project site. Mr. McGill also prepared a jurisdictional assessment to verify that the two artificial ponds on-site would not be considered jurisdictional by the U.S. Army Corps of Engineers, Regional Water Quality Control Board, or the California Department of Fish and Wildlife. Upon completion of the biological resources report, Mr. McGill was a key contributor to the EIR.

Salt Creek Trail Project, Cities of Menifee and Hemet, California – Lead Biologist/Regulatory Specialist. *County of Riverside Transportation Department.* 2015-2018. The County proposed to construct and operate two (2) segments of the Salt Creek Trail, which would contribute to the County's ultimate goal for an approximately 16-mile-long multi-use trail connecting the cities of Hemet and Menifee. The Project offered an alternative to gasoline-powered vehicle trips, which is key to achieving state and local air quality objectives. Mr. McGill prepared the Caltrans Natural Environment Study, jurisdictional delineation, sensitive plant survey, Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) consistency analysis, Determination of Biologically Equivalent or Superior Preservation (DBESP), and regulatory permits for the project. In addition, Mr. McGill attended several of the Western Riverside County Regional Conservation Authority (RCA) pre-application meetings to ensure project consistency with the MSHCP and negotiate the mitigation requirements for impacts to jurisdictional waters. Based on negotiations with the RCA and regulatory agencies, Mr. McGill prepared a Habitat Mitigation Monitoring and Reporting Plan to satisfy the mitigation requirements for the project.

Meredith International Centre Project Burrowing Owl Relocation Plan, Ontario, California – Lead Biologist. *Sares-Regis Group.* 2015-2017. The Meredith International Centre Project proposed a mix of industrial, commercial, and residential land uses within five planning areas on approximately 257-acres located in the northern portion of the City of Ontario, San Bernardino County. Mr. McGill conducted focused burrowing owl surveys to document the number of burrowing owls and suitable burrows occurring on the project site. Subsequently, Mr. McGill prepared a relocation plan that outlined the recommended methods proposed to relocate burrowing owls from the project site and provided measures that would be implemented for the maintenance, monitoring, and reporting of the relocated burrowing owls to increase chances of survivorship and ensure compliance with CDFW guidelines. Once the plan was approved by CDFW, Mr. McGill assisted Jeff Kidd in the active relocation of the burrowing owls from the project site. The burrowing owls found within the project site were captured and actively relocated to a Western Riverside County MSHCP burrowing owl conservation area.

Victorville Aggregates Railway Extension Project, Victorville, California – Lead Biologist/Regulatory Specialist. *CEMEX Construction Materials Pacific, LLC.* 2014-2017. The project included the construction of a new railway system and associated infrastructure that would be used to transport and process aggregate material from CEMEX's Black Mountain Quarry. Mr. McGill led the habitat assessment and jurisdictional delineation survey efforts and helped prepare the technical reports to ensure compliance with the Conditional Use Permit. Based on the results of the habitat assessment and jurisdictional delineation, Mr. McGill was able to assist with the design of the new railway system to avoid impacts to sensitive biological resources, including jurisdictional water, eliminating the need for regulatory permits. In addition, Mr. McGill lead focused surveys for burrowing owl (*Athene cunicularia*), desert tortoise (*Gopherus*

agassizii) and Mojave monkeyflower (*Mimulus mohavensis*), provided CEMEX personnel with on-site Environmental Awareness Training and conducted multiple nesting bird and burrowing owl clearance surveys prior to initiating project activities. Mr. McGill also assisted with the preparation of the Desert Native Plant Revegetation Plan that detailed the activities post construction to return the disturbed desert native habitat to pre-disturbance species richness and abundance.

Silver State North Solar Project, Primm, Nevada. – Environmental Compliance Monitor for the BLM. *Bureau of Land Management.* 2011-2013. The Silver State North Solar Project is a 50 mega-watt photovoltaic solar plant that was the first solar project ever built on public lands in Nevada. Mr. McGill was a third-party compliance monitor hired directly by the BLM and conducted weekly site visits to verify that all mitigation measures established in the Environmental Assessment and environmental permit conditions, including 51 stipulations associated with BLM's right-of-way permit, were being successfully implemented by onsite biological and environmental monitors. Mr. McGill monitored dust abatement activities, the integrity of the desert tortoise exclusionary fence and access road guards, silt fencing, environmental hazards, and ensured construction activities remained within the project footprint. Mr. McGill also coordinated with the biological monitor to ensure they were onsite daily during construction.

Valley Crest and Yucca Reservoir Project, Apple Valley, California – Lead Biologist/Regulatory Specialist. *Golden State Water Company*. 2014-2017. Golden State Water Company is proposed to construct two 500,000 gallon above ground reservoir tanks and associated infrastructure. Mr. McGill prepared the habitat assessment, delineation of state and federal jurisdictional waters, and processed regulatory permits through the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife. In addition, Mr. McGill conducted pre-construction nesting birds and desert tortoise clearance surveys, provided all personnel and contractors working on the project with on-site Environmental Awareness Training, and monitored initial grading and vegetation removal activities. During the clearance surveys, desert tortoise were observed within 500 feet of the project site. Mr. McGill developed stringent avoidance and minimization measures that were approved by the California Department of Fish and Wildlife to ensure the proposed project would not result in "take" of desert tortoise.

Harmony Specific Plan Highland, California – Lead Biologist. LCD Greenspot LLC (Lewis Management Corp.). 2011-2016. The Harmony Specific Plan proposes to develop a master plan residential community. LCD Greenspot, LLC in coordination with the County of Orange Flood Control District is preparing a planned community specific plan for the 1,658-acre Greenspot Property. Mr. McGill conducted a habitat assessment and prepared the biological technical report and biological constraints analysis for the Harmony Specific Plan. Based on the results of the habitat assessment, Mr. McGill conducted focused surveys for burrowing owl and sensitive plants, and assisted with the focused surveys for California gnatcatcher (*Polioptila californica*), least Bell's vireo, southwestern willow flycatcher (*Empidonax traillii extimus*), and San Bernardino kangaroo rat (*Dipodomys merriami parvus*). Mr. McGill also assisted with the preparation of the EIR for the project.

STAFF REPORT

TO THE CITY COUNCIL

MEETING DATE: April 27, 2021

FROM: Joseph Hughes, City Manager

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

PREPARED BY: Jennifer Cioffi, Senior Engineer, Project Manager

SUBJECT: Design Services Proposal
Engineering Resources of Southern California, Inc.
City/County Joint Pavement Rehabilitation (Project str20003)

RECOMMENDATION: It is recommended that the City Council:

1. Approve proposal from Engineering Resources of Southern California, Inc. (ERSC) to provide engineering design services for the City/County Joint Pavement Rehabilitation Project; and

2. Authorize the City Manager to approve contract amendments up to 10% of the contract amount.

FISCAL IMPACT: The proposed fee, based on actual time and material, is not to exceed $107,205. Funding will be as follows:

San Bernardino County	$82,235
City Measure I Local Pass-thru	24,970
	$107,205

The 10% contingency amount of $10,721 will be used to cover any additional services, if needed and requested by City Staff during the course of the services provided.

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

Approved _____ Motion _____ Second _____ Agenda Item No. 9

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hughes

City Clerk

City Manager

City Council Work Program

BACKGROUND: Complete design and construction of a joint pavement rehabilitation of Tippecanoe Avenue is an HP- priority item in the 2021/2022 Work Program. On May 19, 2020, the Board of Supervisors of the County of San Bernardino approved Cooperative Agreement No. 20-301 between the County and the City of Highland for pavement rehabilitation of Tippecanoe Avenue and other roads. In addition, rehabilitation of these segments is listed in the CalRecycle Rubberized Asphalt Concrete Grant Program. The City will serve as the lead agency and is responsible for performance of the CalRecycle grant management, design, California Environment Quality Act review, construction, engineering and inspection of the project. The County will reimburse the City for its share of the project's cost.

The City/County Joint Pavement Rehabilitation Project involves rehabilitation of five (5) street segments covering four streets, as follows:

STREET	FROM	TO
Ward Street	Waterman Avenue	Cooley Street
Cooley Street	Monterey Avenue	Fifth Street
Cooley Street	Fifth Street	Sixth Street
Sixth Street	Pedley Road (0.3 mi west)	Tippecanoe Avenue
Tippecanoe Avenue	Third Street	Vine Street

ERSC has proposed to provide the project design services for a not-to-exceed amount of $107,205. The scope of services includes field inspections and survey work; preparation of contract documents, plans, specifications and cost estimates; and providing technical assistance during the bid advertisement and construction phases. It should be noted that all pavement design recommendations have been provided by the County and are not included in this scope of work.

ERSC has an on-going contract with the City for various engineering support services. They have provided similar design services for numerous pavement improvement projects with an experienced team in their Redlands office.

Attachments: Location Map
Cooperative Agreement
ERSC Design Proposal



Pavement Rehabilitation (County Only)

Tippecanoe Ave (Vine St . To 3rd St.)

City Boundary Line

Project No. str20003

LOCATION MAP

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number
20-301

SAP Number

Public Works

Department Contract Representative	Sundaramoorthy (Sri) Srirajan, M.S., P.E., Engineering Manager – Transportation Planning Division
Telephone Number	(909) 387-8166
Project	Pavement Rehabilitation Tippecanoe and Other Roads
Contractor	City of Highland
Contractor Representative	
Telephone Number	
Contract Term	4/28/2020 – 6/30/2023
Original Contract Amount	$1,516,000
Amendment Amount	
Total Contract Amount	$1,516,000
Cost Center	6650002000/H15056

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (COUNTY) and the City of Highland (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") desire to cooperate and jointly participate in pavement rehabilitation on Tippecanoe Avenue and other roads as described in Exhibit "A", which is attached hereto and incorporated herein by this reference (PROJECT); and

WHEREAS, the PROJECT is located in the unincorporated area of the COUNTY and the incorporated area of the CITY; and

WHEREAS, CITY has secured approval of a grant from the California Department of Resources Recycling and Recovery (CalRecycle) promoting the use of rubberized asphalt hot mix for pavement rehabilitation, hereafter CalRecycle grant, in the amount of $190,000 that will benefit the City of San Bernardino, County of San Bernardino and City of Highland, to pay a portion of the Project costs;

WHEREAS, CalRecycle grant amounts will be used proportionately to reduce the Parties cost share for the Project;

WHEREAS, California Streets and Highways Code section 1710 authorizes COUNTY to contract with CITY for CITY's maintenance, construction or repair of COUNTY highways, the cost being paid by COUNTY; and

WHEREAS, COUNTY determines that it is necessary for the more efficient maintenance, construction, or repair of the COUNTY roads identified herein to contract with CITY for the PROJECT; and

WHEREAS, it is anticipated that the funding for the design and construction phase of the PROJECT will be from COUNTY's Senate Bill 1 Road Maintenance and Rehabilitation Account (RMRA) and CalRecycle grant funds and CITY Measure I, RMRA, Community Development Block Grant, General fund, and CalRecycle grant funds; and

WHEREAS, the total estimated cost for the PROJECT is $5,614,000; and

WHEREAS, COUNTY's share of cost is estimated at $1,516,000 and CITY's share of cost is estimated at $4,098,000,000 as set forth in Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, the above-described costs are proportioned based on work done in each Party's jurisdiction; and

WHEREAS, COUNTY and CITY desire to set forth responsibilities and obligations of each as they pertain to such participation and to the design, construction, and funding of the PROJECT.

1.0 CITY AGREES TO:

1.1 Act as the Lead Agency in the CalRecycle grant management, design, construction, construction engineering, inspection and California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 et seq.) of the PROJECT. Right-of-way activities are not anticipated for the PROJECT and therefore are not part of this Agreement.

1.2 Provide plans and specifications and all necessary construction engineering for the PROJECT to COUNTY, for COUNTY's prior review and approval pursuant to paragraph 2.3, below.

1.3 Construct the PROJECT by contract in accordance with the plans and specifications of CITY, which have been reviewed and approved by COUNTY pursuant to paragraphs 1.2 and 2.3, to the satisfaction of and subject to concurrence of COUNTY.

1.4 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the entire PROJECT limits, pursuant to paragraph 3.9 below.

1.5 Obtain a no-cost permit from COUNTY for work within the COUNTY's right-of-way, which permit approval shall not be unreasonably withheld, delayed or conditioned.

1.6 Advertise, award, administer, and initially fund the construction of the PROJECT, in accordance with the provisions of California Public Contract Code applicable to cities and require, as well as reasonably enforce, CITY's contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages. CITY shall indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, volunteers, and agents as provided in paragraphs 3.2 and 3.4, below.

1.7 CITY shall require all contractors and vendors working on the PROJECT to have appropriate and adequate insurance coverage for the mutual protection and benefit of the Parties. Except for Workers' Compensation, Errors and Omissions and Professional Liability policies, CITY shall require and ensure that all CITY contractors/subcontractors for the PROJECT shall have insurance policies that contain endorsements naming the COUNTY 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 COUNTY to vicarious liability but shall allow coverage for the COUNTY 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.

1.8 Reserved.

1.9 Provide adequate inspection of all items of work performed under the construction contract(s) with CITY's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by COUNTY. CITY shall provide copies of any records of inspection and materials testing to COUNTY within ten (10) business days of CITY's receipt of written demand from COUNTY for such records. This shall be included as a PROJECT cost.

1.10 The City Manager shall designate and provide a qualified representative who shall have the authority to discuss and resolve issues concerning the PROJECT with the COUNTY. The PROJECT Resident Engineer shall be a qualified Professional Engineer currently licensed in the State of California with relevant experience with similar project.

1.11 Be responsible for its proportionate share of the costs of the PROJECT. The full cost of the PROJECT shall include the cost of CalRecycle grant management, design, construction, construction engineering, inspection, and CEQA compliance for the PROJECT. CITY's proportionate share of cost for the PROJECT is estimated at $4,098,000 (see Exhibit B). CITY shall be responsible for the sum of $4,098,000 plus its share of any PROJECT cost increases pursuant to paragraphs 3.7, 3.9 and 3.11 below.

1.12 Upon CITY's and COUNTY's acceptance of the PROJECT, submit to the COUNTY an itemized accounting of actual PROJECT costs incurred by CITY and statement for COUNTY's proportionate share of PROJECT costs, as provided herein. Costs shall be amended following CITY and COUNTY acceptance of the final construction cost accounting. In no event shall COUNTY's proportionate share of cost of PROJECT exceed $1,895,000 (which is COUNTY's estimated share of cost for PROJECT plus twenty-five percent) absent a written amendment to this Agreement approved pursuant to paragraph 3.16.

1.13 Include compliance with any applicable requirements of CEQA, as well as completing the required CEQA documentation.

1.14 Accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CITY's designated checking or other bank account. The CITY shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

2.0 COUNTY AGREES TO:

2.1 Pay to the CITY its proportionate share of the cost of the PROJECT. The full cost of the PROJECT shall include the cost of PROJECT CalRecycle grant management, design, construction, construction engineering, inspection, and CEQA compliance. COUNTY's proportionate share of costs for the PROJECT is estimated at $1,516,000 (see Exhibit B).

2.2 Pay to CITY, on a reimbursement basis, its proportionate share of PROJECT costs, including its jurisdictional share of any PROJECT cost increases pursuant to paragraphs 3.7, 3.9 and 3.11 below, within ninety (90) calendar days after receipt of an itemized statement as set forth in paragraph 1.11 of this Agreement, setting forth all actual PROJECT costs incurred by CITY, together with adequate documentation of said expenditures. In no event shall COUNTY's proportionate share of cost of PROJECT exceed $1,895,000 (which is COUNTY's estimated share of cost for the PROJECT plus twenty-five percent) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16.

2.3 Provide a no-cost permit to the CITY for its work in COUNTY's right-of-way, which permit approval shall not be unreasonably withheld, delayed or conditioned.

2.4 Review and approve the plans and specifications of the PROJECT pursuant to paragraph 2.3, above, which review and approval shall not be unreasonably withheld, delayed or conditioned.

3.0 IT IS MUTUALLY AGREED:

3.1 After CITY's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any maintenance for the PROJECT that is in the County Maintained Road System and within the COUNTY's jurisdictional territory that is not incorporated into the CITY and the CITY shall be responsible for performing any maintenance for the PROJECT that is in the CITY's incorporated area.

3.2 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all claims, actions, or

losses, damages, and/or liability resulting from CITY's negligent acts or omissions that arise from CITY's performance of its obligations under this Agreement.

3.3 COUNTY agrees to indemnify and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.

3.4 In the event the CITY and/or the COUNTY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the CITY and/or COUNTY shall indemnify the other to the extent of its comparative fault.

3.5 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.2, 3.3 and 3.4.

3.6 CITY and COUNTY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

3.7 The Parties acknowledge that final PROJECT costs may ultimately exceed current estimate of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.8 below) over the estimated total of PROJECT cost of $5,614,000 (which is the sum of $4,098,000 ,000 from CITY and $1,516,000 from COUNTY), shall be borne by each Party in proportion to where the work actually lies (based on jurisdiction), as part of the Parties' respective obligations to pay the cost for the PROJECT.

3.8 If either CITY or COUNTY requests additional work that is beyond the scope of the original PROJECT, and not considered by all parties to be a necessary part of the PROJECT, said work, if approved by all parties, will be paid solely by the agency requesting the work.

3.9 In the case where one of the Parties owns a utility that needs to be relocated for a PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of that Party to relocate the utility at that Party's cost. This shall not be included as a PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a project cost for which the COUNTY and CITY will be responsible for funding within their jurisdictional boundaries.

3.10 CITY shall notify COUNTY of the bids received and the amounts thereof. Within ten (10) business days thereafter, CITY and COUNTY shall determine the cost of the PROJECT. In the event that either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party prior to the awarding of a contract so as to avoid detrimental reliance by any Party, contractor or potential contractor.

3.11 If after opening bids for the PROJECT, it is found that a cost overrun of 25% or less of the estimated PROJECT costs will occur, CITY may award the contract.

3.12 If, upon opening of bids, it is found that a cost overrun exceeding 25% of the estimated PROJECT costs will occur, CITY shall not award any contracts for the PROJECT. Rather CITY and COUNTY shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) calendar days, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.

3.13 In the event that change orders are required during the course of the PROJECT, said change orders must be in form and substance as set forth in attached Exhibit "C" of this Agreement and approved by both CITY and COUNTY. Contract change order forms will be delivered by fax and must be returned within fifteen (15) business days. The COUNTY shall not unreasonably withhold, delay or condition approval of change orders. If a COUNTY disapproved or modified change order is later found to be a cost of the PROJECT, then the COUNTY shall be responsible for any costs, awards, judgments or settlements associated with the disapproval or modified change order. For COUNTY, contract change orders (Exhibit C) must be approved by COUNTY in accordance with paragraph 2.3, above.

3.14 This Agreement may be cancelled upon thirty (30) calendar days advance written notice of either Party, provided however, that neither Party may cancel this Agreement after CITY awards a contract to construct the PROJECT. In the event of cancellation as provided herein, including termination pursuant to paragraph 3.10 or 3.12 above, all PROJECT costs required to be paid by the Parties prior to the effective date of cancellation shall be paid by the Parties in the same proportion to their contribution for the PROJECT. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during or after CEQA review/approval.

3.15 Except as provided in Paragraph 3.14, and except for the Parties' operation, maintenance and indemnification obligations contained herein (which shall survive Agreement termination), this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the COUNTY for its proportional share of the PROJECT costs.

3.16 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.17 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.

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

3.19 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 any or against any party. Any term referencing business days shall be deemed COUNTY business days. The captions of the various articles and paragraphs are for convenience and ease or reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.20 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.

3.21 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.

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

3.23 This Agreement will be effective on the date it is signed by both Parties and shall conclude upon satisfaction of the terms identified in paragraph 3.15 or June 30, 2023 (whichever occurs first).

3.24 The Recitals are incorporated into the body of this Agreement.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

► _____

Curt Hagman, Chairman, Board of Supervisors

Dated: MAY 19 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____ Deputy

CITY OF HIGHLAND

(Print or type name of corporation, company, contractor, etc.)

By _____

(Authorized signature - sign in blue ink)

Name Joseph A. Hughes

(Print or type name of person signing contract)

Title City Manager

(Print or Type)

Dated: 05.13.2020

Address 27215 Base Line Street

Highland, CA 92346

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► see attached	► _____	► _____
Suzanne Bryant, Deputy County Counsel	Andy Silao, P.E.	Brendon Biggs, Interim Director
Date _____	Date 5/13/2020	Date 5-14-2020

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

CITY OF HIGHLAND

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Joseph A. Hughes
(Print or type name of person signing contract)

Title City Manager
(Print or Type)

Dated: _____

Address 27215 Base Line Street
Highland, CA 92346

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Suzanne Bryant	►	►
Suzanne Bryant, Deputy County Counsel	Andy Silao, P.E.	Brendon Biggs, Interim Director
Date MAY 7, 2020	Date _____	Date _____

EXHIBIT A

ROAD REHABILITATION LIST (County)

Road Number	Road Name	Limits
867950010	WARD STREET	WATERMAN AVE E/COOLEY STREET
254100010	COOLEY STREET	MONTEREY AVE N/FIFTH STREET
254100020	COOLEY STREET	FIFTH STREET N/SIXTH STREET
758250016	SIXTH STREET	0.03M W,PEDLEY RD E/TIPPECANOE AVENUE
818750040	TIPPECANOE AVENUE	THIRD STREET N/VINE STREET

ROAD REHABILITATION LIST (City)

Road Number	Road Name	Limits
1	Atlantic Avenue	255' East of Boulder Ave to East End
2	Alabama Street (east half)	3rd Street to South City Limit
3	Tippecanoe Avenue (east half)	3rd Street to Vine Street
4	Chanticleer Road	Gold Buckle Road to 1567' n/o Gold Buckle Road
5	Santa Ana Canyon Road	585' e/o Weaver Street to Aplin Street
6	Golden Oak Lane	Streater Street to Autumn Chase Drive
7	Sycamore Drive	Streater Street to Autumn Chase Drive
8	Highland Grove Lane	Chanticleer Road to Weaver Street
9	Lochnivar Court	Chanticleer Road to Weaver Street
10	Starpine Circle	Water Street to North End
11	Willow Creek Lane	West End to Clover Hill Road
12	Willow Oak Lane	Canyon Oak Drive to East End
13	Greenspot Road	Orange Street to Church Street
14	Greenspot Road	630' e/o Weaver Street to Alta Vista
15	Boulder Avenue	San Manuel Village Entrance to Greenspot Road

EXHIBIT B

ESTIMATE OF PROJECT COSTS AND ESTIMATED CALRECYCLE REIMBURSEMENT FOR COUNTY OF SAN BERNARDINO/CITY OF HIGHLAND PAVEMENT REHABILITATION IN THE HIGHLAND/SAN BERNARDINO AREA

DESCRIPTION	AMOUNT	COUNTY OF SAN BERNARDINO SHARE	CITY OF HIGHLAND SHARE
Construction	$4,678053	$1,263,000	$3,415,053
All Other Costs Such as Preliminary Engineering, Design, Environmental Clearance, Construction Engineering and Project Management etc..	$935,947	$253,000	682 947
TOTAL	**$5,614,000**	**$1,516,000**	**$4,098,000**
CalRecycle Reimbursement	-$159,510	-$38,690	-$120,820
NET TOTAL COST AFTER CalRecycle REIMBURSEMENT	**$5,454,490**	**$1,477,310**	**$3,977,180**

Revised 7/15/19

EXHIBIT C

CONTRACT CHANGE ORDER REVIEW/APPROVAL
PROJECT: TIPPECANOE AVENUE AND OTHER ROADS
CITY OF HIGHLAND CONTRACT #
File: XXXXX

Proposed Contract Change Order No. has been reviewed in accordance with the existing agreements with the City of Highland and County of San Bernardino for the above project and the following shall apply:

DATE OF CITY OF HIGHLAND ACTION: ____/____/____

☐ APPROVED for Implementation with 100% Participation by COUNTY OF SAN BERNARDINO

☐ APPROVED Subject to Comments/Revisions Accompanying This Document

☐ APPROVED With Limited Funding Participation by COUNTY OF SAN BERNARDINO
- ☐ _____% of Actual Cost to be Funded by COUNTY OF SAN BERNARDINO
- ☐ COUNTY OF SAN BERNARDINO Participation Not to Exceed $ _____

☐ DISAPPROVED -Not Acceptable to COUNTY OF SAN BERNARDINO

Note: Approval under any of the above conditions shall in no case be construed as agreement to increase the total financial participation beyond that prescribed in the existing CITY OF HIGHLAND and COUNTY agreement without a separate amendment to said agreement. Net increases in costs deriving from this and previously approved Contract Change Orders shall not cause the total construction costs to exceed the sum of the authorized contract total and contingency amounts.

Comments, as follows and/or attached, are conditions of the above action? ☐ YES ☐ NO

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

SIGNED: _____

TITLE: _____

Distribution:
Signed Original Returned to CITY OF HIGHLAND
Signed Original for COUNTY OF SAN BERNARDINO File

Revised 7/15/19

RESOLUTION NO. 2020-59

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO AUTHORIZING ON ITS BEHALF THE SUBMITTAL OF A GRANT APPLICATION BY A LEAD AGENCY (CITY OF HIGHLAND) FOR WHICH THE COUNTY OF SAN BERNARDINO IS ELIGIBLE

On Tuesday May 19, 2020, on motion of Supervisor Lovingood, duly seconded by Supervisor Gonzales and carried, the following resolution is adopted by the Board of Supervisors of San Bernardino County, State of California.

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, CalRecycle's Rubberized Pavement Grant Program (TRP12) allows regional grant projects; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Bernardino authorizes the City of Highland to submit a CalRecycle Rubberized Pavement Grant Program (TRP12) regional application on behalf of itself as a regional participant.

BE IT FURTHER RESOLVED that the City of Highland is hereby authorized and empowered to execute on behalf of the County of San Bernardino all grant-related documents, including, but not limited to, applications, payment requests, agreements, and amendments necessary to secure grant funds and to implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective from the date of adoption of this Resolution through the grant term, April 1, 2022.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES:	SUPERVISORS:	Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales
NOES:	SUPERVISORS:	None
ABSENT:	SUPERVISORS:	None

* * * * *

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, **LYNNA MONELL**, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of May 19, 2020 #75 LA

LYNNA MONELL
Clerk of the Board of Supervisors

By _____
Deputy

ERSC
1861 W. Redlands Blvd. | Redlands, CA 92373
(909) 890-1255 | info@erscinc.com | www.erscinc.com

March 29, 2021

Mr. Carlos Zamano, P.E.
Public Works Director/City Engineer
City of Highland
27215 Baseline
Highland, CA 92346

RE: COOPERATIVE CITY/COUNTY PAVEMENT REHABILITATION, PROJECT - str20003

Dear Carlos,

In response to the City's invitation, Engineering Resources of Southern California, Inc. (ERSC) is pleased to present our proposal for professional engineering services related to Cooperative City/County Pavement Rehabilitation Project, str20003 (Project). Contained in our proposal is a description of the project as we understand and method to accomplish the Project, including proposed design efforts, project team information, quality control measures, estimated personnel resource needs, and schedule for the Project.

A. PROJECT REVIEW/UNDERSTANDING AND PLAN TO ACCOMPLISH

In its continuing effort to maintain its street asset, the City of Highland (City) and County of San Bernardino (County) are proposing pavement rehabilitation of five street reaches covering four streets, listed in Exhibit A, attached. As well as being located in the County, a small portion of Tippecanoe Avenue proposed for rehabilitation, is in the City of San Bernardino. The project is funded with local City/County funds and CalRecycles's Rubberized Asphalt Concrete Grant Program funds. The City has stated its goal is to complete design to enable completion of construction by April 1, 2022, the deadline for CalRecycle's RAC Grant.

Rehabilitation of the streets identified on Exhibit A will be as set forth in the County's Pavement Recommendation Reports. For Cooley Street, Ward Street, and 6th Street rehabilitation will consist of full depth removal of the pavement and some native material, followed by placement of Class 2 aggregate base, HMA base coat and an overlay with RHMA. For Tippecanoe Avenue, existing AC and native material would be pulverized in place, a portion of the pulverized material removed, cement added to the remaining pulverized material, followed by placement of HMA and RHMA for the reach from 3rd to 6th. The northerly reach, 6th Street to Vine Street, proposed rehabilitation is cold mill, placement of leveling course and glass paving mat with RHMA overlay.

Where full depth removal is proposed, for all but the northerly +/- 1,020 feet of Tippecanoe Avenue, control will be required for replacement during the construction phase. Therefore, survey will be required for design purposes.

Scope of work will also likely include design for features and/or replacements not yet identified nor quantified. Therefore, provision has been made in proposed services.

To accomplish the assignment, it is proposed to conduct site visits to assess possible drainage issues and identify damaged or missing handicap ramps. We will access Google Earth or other publicly available sites and prepare plans for pavement rehabilitation and ADA ramp repair or installation.

We will, throughout the document preparation stage, maintain proactive communication with the City and will conduct a final review with the City staff prior to completion of construction documents.

B. SCOPE OF PROPOSED SERVICES

In general, ERSC's proposed services will include preparation of plans, specifications, quantity and cost estimates, suitable for approval by the City and County for construction of the proposed pavement rehabilitation procedures. ERSC services will also include assistance in bidding, limited construction services, including attendance at preconstruction meeting, preparation of record plans, and other meetings specific to the project.

Upon City's authorization we will proceed with preparation of documents required for bidding and construction, that is plans, specifications and cost estimates for the project for the streets listed in Exhibit A.

Services to be completed are as follows:

1. Research utility companies and request records and review with particular interest for the buried facilities which would affect overlay construction on the streets. Most numerous will be sewer and storm drain manholes, valve covers, and to a lesser extent electric or communication company buried vaults. This information will be added to the plans. Subsequent notifications will be made to utility companies if necessary.
2. ERSC staff will conduct an inspection of all the streets listed on Exhibit A to identify damaged ADA ramps to be repaired or reconstructed due to non-conformance of current ADA requirements and addition of new ramps where none currently exist. Preliminarily, +/- 12 new ramps are anticipated to be installed, for which site survey will be required.

   Inspection will also include notation of issues and deficiencies related to pavement protection, that is, widening of the pavement, edge treatment if required. It is assumed that no new curb and gutter will be installed.

   Pavement rehabilitation budget may not include the cost of addressing drainage issues or ADA accessible ramp installation or repair. Thus, estimated costs will be added to the pavement rehabilitation amount.
3. Design survey of the streets for which full depth removal is required will entail research of County records to find centerline monumentation and benchmark records. With this information, field survey will be conducted of the centerline profile and cross sections at 50-foot intervals and at other locations as needed where pavement width varies. Topographic survey will also be completed of sites for the new ADA ramps, 12 sites estimated. Survey data will then be utilized for preparation of street plan and profile and ADA ramp site base sheets.
4. Following site inspection, ERSC's project manager and/or assistant project manager will then schedule a meeting to consult and seek City/County concurrence of repair, replacement and installations thought appropriate per City/County criteria.
5. ERSC will then initiate preliminary and final design and preparation of the documents required for bidding and construction. Plan and profile (centerline and pavement edges) of the five street reaches will be prepared, utilizing 24" x 36" size sheets, ten(10) such plan sheets are anticipated at a scale of 1" = 40'. ADA ramp site topography will be prepared at a scale of 1" = 10', two detail sheets are anticipated.

   Pavement rehabilitation plans will be prepared for the five street reaches with the pavement rehabilitation method(s) adopted by the County. Street areas will be obtained from the survey and will be utilized to determine quantities for the rehabilitation estimates. Pavement rehabilitation will be defined by type of work that is, removals, aggregate base, pulverized in place, cold milling and that for asphaltic concrete placement.

   Displayed and also labeled and quantified will be sewer and storm drain manholes, utility vaults and valve covers grade adjustments.

6. Signage, striping and marking for Cooley, Ward, and 6th Streets will be indicated on the pavement rehabilitation plans.

   Separate signage, striping and marking plans will be prepared for Tippecanoe Avenue and will include traffic loop replacements.

7. Prepare a specification document with detailed Bid Schedule, General Conditions, Contract Documents, Special Provisions and Technical Provisions, all in approved City/County format. Detailed unit price bid schedule format will be used.

   Provision for removal and replacement of soft and/or wet areas where encountered will also be included in the specifications and bid schedule.

8. Identification of ADA replacements will be by reference to City, County or Caltrans standards as appropriate.

9. Prepare quantity and cost estimates for the project in detail and format matching that of the bid schedule. Quantities will be determined as defined previously and checked for accuracy and provided to the City for review. Segregation by jurisdiction will be required in quantity and cost estimate calculations.

10. Plans, specification and estimates will be prepared and submitted for review at 65%, 95% and 100% completion stages. ERSC will review project streets with City and County staff prior to submission of 100% submittal to ensure plans have adequately addressed issues and ADA compliance.

11. Conduct project management throughout the design and document preparation process, which will include project progress and review meetings.

12. Conduct bid period assistance which will consist of placement of advertisements in trade journals, with pdf copies, responding to questions during the bid period and preparation of addenda as required (no charge if due to omissions or conflicts in design).

13. Assist the City in construction stage which will include preparation of agenda and attendance at a preconstruction meeting and issue a summary of meeting minutes to all attendees.

14. During the construction period ERSC's Project Manager will answer questions regarding specifications and the design drawings (RFI's) and will assist the City in issuance of contract change orders as required.

15. Incorporate 'As-Built' notations supplied by the contractor and project inspector and into a Record Set of mylar plans and provide information to the City.

C. QUALITY CONTROL MEASURES

Quality control measures to be utilized for the project to help ensure delivery of a quality project in a timely manner will include the following:

- Oversight by Principal Engineer/Project Manager during preparation of plans, specifications and cost estimates.
- Monitor project costs by preparation of preliminary and final cost estimates provided for review to the City.
- Monitor delivery status vs. schedule and alert City staff of challenges to meet milestones.
- Thorough review by the Project Manager and another ERSC Principal Engineer of the plans, specifications and estimate prior to the 90% submittal stage to City and also at the 100% stage when ready for approval and signature including field review of critical project sites.

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D. PROJECT TEAM

Project team will consist of Lori Askew, Principal Engineer as Project Manager, Matt Brudin, P.E., Senior Principal Engineer as Principal in Charge, Ben Booth, EIT, Engineer III as Design Engineer and other technical and administrative staff required will prepare the aerial-resource base maps for the pavement rehabilitation. Mr. Booth will be responsible for translating the County's pavement recommendations to the plan documents and preparing preliminary and final plans. Mr. Booth will prepare quantity and cost estimates and also conduct plan reviews.

Ben Booth will be the primary staff member responsible for interaction with the City, and preparation of the plans, specification and estimates. Lori Askew and Matt Brudin, P. E., will conduct the independent quality assurance review, monitoring of the schedule as well as, final review and signature.

Survey will be performed by ERSC survey staff, with Robert Ollerton, PLS in charge of this task.

Resumes for Lori Askew, Matt Brudin, Robert Ollerton and Ben Booth, accompany this proposal for your information and review.

E. PERSONNEL RESOURCE ALLOCATION AND FEE

Accompanying this proposal is a spread sheet displaying the personnel resources necessary to complete the project including titles, hourly rates to be used and total estimated fee. It is therefore proposed that the work outlined in this proposal will be completed for an amount not to exceed $107,205.00.

F. PROJECT SCHEDULE

Presented in the tabulation accompanying is a description of design and document preparation tasks with deliverables and projected approval, bidding and construction phases required to meet the required construction completion date of April 1, 2022.

ERSC, acknowledges that the US Department of Homeland Security's, E-Verify System shall be utilized to confirm the employment eligibility of all persons employed by ERSC during the term of the project to perform employment duties and all persons, including subconsultants assigned by ERSC to perform the work pursuant to the proposal.

We thank you for the opportunity to provide additional services to the City. Should you have any questions concerning the content of the proposal please contact the undersigned or Lori Askew at 909-890-1255, ext. 110 or laskew@erscinc.com.

Respectfully,



John M. Brudin, P.E.
President

enc.

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PROJECT SCHEDULE – PROJECT NO. str20003
COOPERATIVE CITY/COUNTY PAVEMENT REHABILITATION PROJECT
ERSC JOB NO. 03-017.2027P

TASK & PROCESS	COMPLETION DATE	DELIVERABLE
Submit Proposal to City	April 6, 2021	Proposal letter
Council Consideration and Approval	April 28, 2021	N/A
Receive Notice to Proceed	April 30, 2021	N/A
1ST utility notification	April 30, 2021	Letter notice
ERSC Conduct Inspection of Streets to Identify ADA & Drainage Issues	May 5, 2021	Notes, plan markups of findings and recommendations
Conduct field survey	May 21, 2021	Topo point file with
Prepare base plan sheets (±12 sheets) for City and County review	June 18, 2021	Base sheets and street plans w/ addresses
Consult with City/County re ADA & Drainage issues	June 23, 2021	Summary email of recommendations/ decisions
Field inspection with City/County to review and refine scope	June 24, 2021	Notes of findings and direction received
Prepare Initial PS&E submittal	July 23, 2021	±65% complete plans, specs & preliminary estimate
Prepare 2nd utility notification, if necessary	July 30, 2021	Letter Notice
City/County completes 65% PS&E Review	August 4, 2021	N/A
Meeting with City/County regarding plan review comments	August 5, 2021	Notes
Field review, if needed	August 5, 2021	Notes
Review 65% submittal and prepare 90% PS&E submittal to City	August 26, 2021	90% PS&E
3rd utility notification, if necessary	August 26, 2021	Letter notice
City/County completes review of 90% PS&E	September 3, 2021	N/A
100% PS&E Final submittal to City/County	September 23, 2021	100% PS&E(w/3 hard copies)
Advertise project	September 30, 2021	PS&E (pdf) to plan rooms
Open bids	October 21, 2021	Bid tabulation/review
Council award	November 10, 2021	Award Notice to Contractor
Preconstruction meeting	November 23, 2021	Meeting agenda & minutes
Start construction	December 6, 2021	Notice to proceed
Complete Construction	March 25, 2022	Letter of Acceptance

Lori Askew | Assistant Principal Engineer

Education
BS, Civil Engineering, Michigan Technological University, Houghton, MI

Areas of Expertise
Land Development
Municipal Engineering
Traffic and Transportation

Ms. Askew has over 30 years of experience in design and management of public and private improvement projects. She has spent the past 20 years as a local municipal employee in Public Works with the last eight years in an executive management position overseeing various levels of staff and consultants. She has managed Capital Improvement Program projects for streets, storm drains, water and sewer in addition to large land development projects with significant grading challenges. She is very knowledgeable in understanding the workings and challenges of local government and comprehends the constraints of various City funding sources such as Gas Tax, Measure A and SB1.

Ms. Askew has been city liaison to Western Riverside Council of Governments (WRCOG), Riverside County Flood Control & Water Conservation District, Caltrans, Riverside County Transportation Commission (RCTC), several water districts and school boards.

Select Project Experience:

County Line Road Transportation Corridor Improvement Project: Project Manager for design and construction of street improvements including pavement widening to include bike lanes, installation of curb, gutter, sidewalk and construction of round-abouts at 4 intersections. Project is joint improvement project with adjacent city, as street centerline is City and County boundary. Project challenges include various funding sources through grants, coordination with adjacent city/county, right-of-way acquisitions, and construction in phases.

Calimesa Creek Storm Drain Improvements: Project manager overseeing design and construction for nearly 2,000 lf of 18" – 78" RCP storm drain pipe, 200lf of 6' x 6' concrete box structure and 53-acre-foot detention basin. Project will minimize erosion of Calimesa Creek by transitioning from an open channel system which currently discharges into Calimesa Creek, to a closed system. Only low flows will remain in the Creek, thus eliminating the need to mitigate significant acreage. Detention Basin upstream eliminates the need for existing pipe at downstream end of system to be enlarged under the I-10 freeway. Project is funded with EPA grant, Riverside County Flood Control & Water Conservation District Funds and City Development Impact Fees.

Cherry Valley Boulevard/I-10 Interchange: City Liaison to Riverside County Transportation Department who is acting as lead for the City of Calimesa on this project. The Project is the reconstruction of an interstate freeway interchange to accommodate significant residential and commercial growth surrounding the interchange. The Project is being processed through Caltrans with the Project Study Report having been completed and approved in 2018. It is now in the PA/ED phase. Interchange configuration alternatives being considered are Round-Abouts, Diverging Diamond and Partial Cloverleaf. Funding is secured up to the construction phase through Developer Impact Fees and credit agreements with the Western Riverside Council of Government's (WRCOG) Traffic Uniform Mitigation Fee (TUMF) program.

Silverlakes Equestrian and Sports Park: Project Manager overseeing the concept creation, planning and construction of a City owned 122-acre parcel of land with a federal deed restriction over it for Park use only. Challenges included parcel being located in a flood zone adjacent to the Santa Ana River, working with the Army Corp of Engineers after a flooding of the property occurred during construction, development being funded privately by developer and crafting a 99-year lease to developer. Project has 25 soccer fields including natural and synthetic turf, competition horse arenas, paved and porous parking lots and eating facilities.

Bluff Street and Western Avenue Waterline Improvements: Project Manager for design of replacement of 3,200 linear feet of 16-inch CML & C waterline in Bluff Street and installation of 1,200 linear feet of 12-inch CML & C waterline in Western Avenue. The 16-inch waterline experienced several breaks over the past

few years resulting in claims against the City. The line was originally constructed as a transmission line but over the years residential connections were allowed to be made to it. The installation of the water line in Western Avenue completed a loop system for the water system in the area.

Third Street Improvement Project: Project Manager responsible for overseeing design and construction of 3,300 linear feet of Third Street from Valley View Avenue to Corona Avenue which includes removal of existing asphalt street and replacement with full street improvements, within existing right-of-way, consisting of curb, gutter, asphalt pavement, equestrian trail with fence, replacement of private improvements to match new grades. Also included were storm drain improvements on Reservoir Drive, north and south of Third Street which involved installation of over 1,800 linear feet of 30-inch HDPE pipe and 400 linear feet of smaller size HDPE pipe. Funding for this portion of the project was through Riverside County Flood Control and Water Conservation District as one of their Master Drainage Plan projects.

Vine Street and Sagetree Lane Waterline Improvement Project: Project Manager responsible for overseeing design and construction of replacement of an 8-inch waterline in Vine Street with a 12-inch CML & C waterline from Bluff Street to Corydon Avenue and replacement of a 6-inch waterline in Sagetree Lane with an 8-inch CML & C waterline. Both lines had experience multiple break over the past few years. As the project was under construction it was decided to add replacement of a 10-inch waterline in Corydon Avenue that connects to the new 12-inch waterline at Vine Street. The replacement line was also upsized to 12-inch CML & C.

Navy to Norco College (RCC) Sewer Improvements: Project designer and project manager overseeing construction of 1,100 linear feet of 8-inch VCP sewer line and related appurtenances from a lift station located on Navy property to a city owned SSMH located on the Norco College Campus. The biggest challenges for the project was finding a route through the Norco College Campus that allowed the sewer line to flow by gravity and a construction schedule that minimized disruption to the Campus.

Hamner Avenue Widening Project: Project Manager responsible for overseeing the design and construction of 3,600 linear feet of Hamner Avenue from the north City boundary to north of the Hamner Avenue Bridge. Hamner Avenue was widened from a two-lane street to three lanes in each direction but currently striped for two in each direction. Improvements include curb, gutter, sidewalk, asphalt pavement, relocation of a City of Norco 20-inch potable waterline, installation of a 30-inch waterline owned by the Chino Desalter Authority (as part of their future expansion), and storm drain improvements. The traffic signal at Citrus Street was modified for a four-way intersection to accommodate the future Silverlakes Equestrian and Sports Park. A 42-foot-wide by 15-foot-high causeway was constructed under Hamner Avenue south of Citrus Street to provide flood relief from the adjacent Santa Ana River and also provide access to the adjacent park on the west side of Hamner Avenue located in the City of Eastvale. A detention basin was constructed as part of the project and resides on the west side of Hamner Avenue, south of Citrus Street and acts as a desilting basin for the 72" storm drain that discharges to it. Hamner Avenue design took into consideration the future replacement of the Hamner Avenue Bridge.

Second Street Improvement Project: Project Manager overseeing the design portion of the project which was done by a contract engineer beginning in late 2004. The project consisted of widening Second Street, a designated collector street, to its ultimate right-of-way between the I-15 Freeway and Corona Avenue, with full street improvement consisting of curb, gutter, asphalt pavement, pedestrian-equestrian trail with fence, realignment of the intersection with Valley View Avenue, storm drain improvements and utility relocations. Design also included pavement rehabilitation of Second Street from Corona Avenue to Hillside Avenue. Land acquisition and coordination with Caltrans delayed construction of the project which did not begin until early 2011. Additional responsibilities for this project include construction management where I was responsible for overseeing all aspects of construction.

Auger/Grinder Sewage System Project: Responsible for the design of a wastewater system which incorporated a packaged wastewater auger/grinder system to be installed on California Rehabilitation Center (CRC) property. The system removed unwanted solids and sludge discharged from CRC prior to

entering the collection system owned by the City of Norco and ultimately the treatment facility owned by Western Riverside County Regional Wastewater Authority (WRCRWA).

Tucson International Airport Terminal Expansion, Tucson, AZ: Project Engineer responsible for the design of the revised Airport Roadway system. A new two-level roadway replaced the existing enplaning and deplaning roadway due to the expansion of the terminal. Several hundred feet of new MSE wall was incorporated at the beginning and end of the bridged upper roadway. Commercial roadways were expanded and relocated to provide for increased commuter parking. Additional responsibilities included site grading and drainage and coordination with all disciplines. Responsible for site geometry, demolition and phasing, along with production of drawings from concept to construction document level.

United Parcel Service Air Gateway and Parcel Distribution Facility, Long Beach, CA: Project Engineer responsible for all civil engineering aspects to develop a 7.5-acre site located at the long Beach Airport that would be the new location for UPS operations at the airport. Responsibilities included site layout for two buildings, aircraft parking apron adjacent to Taxiway "L", fire and domestic water, storm drainage and sewer. In addition, grading and drainage proved challenging as the site need to be maintained as a storm retention area. Close coordination with City, State and Airport personnel was necessary to meet the tight design and construction schedule set by the owner to be in operation for their busy season.

Ontario International Airport Ground Transportation Center, Ontario, CA: Project Engineer in the design and development of a 35-acre consolidated rental car facility with a 15,000 square foot rental counter building, ready and return lots, and connector road to the airport. Responsible for road geometry, site grading, and drainage and all site wet utilities; processing plans through various government agencies and providing support during construction.

San Diego International Airport, Lindbergh Field, San Diego, CA: Principle designer in preparing site demolition plans including 100,000 cy of export; horizontal and vertical alignment of temporary haul routes; and coordination of existing site utilities. Principal designer for Concourse F – Terminal 2 which included horizontal and vertical roadway design water, sewer and storm drain design and setting apron pavement grades.

Anderson Graduate School of Management, UCLA, Los Angeles, CA: Project Engineer responsible for preparing site demolition plans, grading and drainage plans, civil utility plans with the coordination of all other utilities and off-site street improvement plans; also prepared was a complete revamping of the University's "Utility Corridor", a 100-foot wide by 800-foot long corridor that housed a majority of the utilities that kept the University in operation; relocation of a 66-inch stormdrain that traversed the campus; relocating existing buildings and their related utilities; attending jobsite meetings and performing construction inspection.

World Trade Center/Hilton Hotel, Long Beach, CA: Project Engineer responsible for preparing street improvement plans for approximately 2,000 linear feet of Ocean Boulevard, grading and drainage plans for an approximate 5-acre site and relocation of Golden Avenue which was realigned as an on-ramp to the Long Beach Freeway. Construction phasing plans were also prepared in conjunction with the new freeway on-ramp.

Los Angeles Central Jail Expansion, Los Angeles, CA: Project Engineer responsible for preparing a complete civil package of on-site demolition plans, finish surface precise grading and drainage plans, street improvement plans and site utility plans. The Central Jail Expansion project involved construction of a new maximum-security jail enclosed within a 16-foot high security wall and parking structure on a four-acre site located in downtown Los Angeles. Close coordination was maintained with the City of Los Angeles and the County of Los Angeles Department of Public Works and Sheriff's Department. The project was awarded the Concrete Industry Award of Excellence for Outstanding Paving Project (1991) for complete civil utility design along with off-site street improvements.

John M. Brudin, PE | President

Education
BS, Civil Engineering,
Loyola Marymount University,
Los Angeles, CA

Registrations / Certifications
CA, Civil Engineer No. C41836
QSD/QSP No. 00707

Affiliations
American Public Works Association
Floodplain Management Association

Areas of Expertise
Water/Wastewater Engineering
Flood Control Engineering
Project Management
Quality Control

Over the past 25 years, Mr. Brudin has been involved in a number of complex planning, design and construction projects. His ability to effectively communicate with agency personnel and team members provides the vital link between client and consultant and ensures that the goals of each project are met. Mr. Brudin has a broad base of experience in various disciplines including water resources, site development, streets and roads, grading and drainage and flood control facilities.

Mr. Brudin has served as a District Engineer for the Lake Hemet Municipal Water District, Principal Engineer/Land Development for the City of Hemet, and as a Project Manager for "as-needed" professional engineering plan check services for several cities in the Orange, Riverside and San Bernardino County areas. Under these contracts, he has managed construction inspection/administration, development review, and plan check services for land development and capital projects, including grading, water, sewer, drainage, traffic signal and street improvement plans.

Similar Project Experience:

Riverside Drive Street Widening, Signal Modifications, Signing and Striping, Lake Elsinore, CA - Project Principal in the development of program documents and planning and design activities related to the reconstruction of an existing campground located along Riverside Drive on the westerly end of Lake Elsinore. Steven coordinated completion of all CalTrans requirements to facilitate completion of the project.

Second Street Storm Drain and Street Improvements, City of Yucaipa, California — Project Manager for the City of Yucaipa during their improvement to one-half-mile of CDBG-funded street and drainage design for Second Street between Yucaipa Boulevard and Avenue "E." The project involved widening the street to its ultimate width, installation of curb and gutter, acquiring the necessary right-of-way and providing drainage structures in conformance with the City's Master Drainage Plan.

Design of Storm Drain Line "LL" Improvements, Dracaea Avenue and Old 215 Frontage Road — Project Manager during the preparation of an Engineer's Report which analyzed various alignment alternatives and recommended the most appropriate alignment. Services included base mapping, utility research, hydrology studies, alternative development and analysis, hydraulic calculations, profiles, cost estimates and a written report.

Cactus Avenue Widening, Rialto, California — Located between the Metrolink rail crossing to the south and First Street to the north, this portion of Cactus Avenue was fully improved on the west side of the street widening from a 12-foot half width to 36 feet. The project included curb and gutter, drainage improvements, traffic signal improvements at the intersection of Rialto Avenue, right-of-way support, improvements to a San Bernardino County Flood Control facility, and project coordination with Southern California Regional Rail Authority (SCRRA) for their signal gate installation at the Metrolink rail crossing.

Southeast Valle Vista Storm Drain, Hemet, California — Project Manager to Lake Hemet Municipal Water District during the design of 48- and 60-inch storm drains in Southeast Valle Vista.

East Cathedral Creek, Cathedral City, California — Project Manager during the development of construction drawings for one-quarter-mile of soft-bottom channel along East Cathedral Creek. Major elements of the project included design surveys, hydraulic analyzes, alternative development, and preparation of final plans, specifications and quantity and cost estimates. The final project required Riverside County Flood Control District and Federal Emergency Management Agency (FEMA) approval.

Storm Drain Development Standards, Storm Drain Criteria and Drainage Design Manual, City of Hemet — Project Manager during the preparation of a focused manual to provide for the planning and implementation of planned storm drainage systems in the City of Hemet. Major elements of the manual addressed the goals and objectives of the City, provided written policy statements related to the development of drainage systems, preparation of preliminary drainage design and submittal, and established criteria for the design of surface and subsurface drainage and flood control facilities.

Los Alisos School Design — Project Principal during the preparation of construction drawings to remedy drainage problems around existing locker rooms and to facilitate the construction of relocatable classrooms adjacent to existing hardcourt areas. Services included topographic surveys, design of pavement removal and replacement, grading for new relocatable classrooms and the preparation of specifications and cost estimates.

Midway General Mail Facility Renovation, San Diego, California —Project Principal during the development of plans for the renovation of the Midway General Mail Facility in San Diego, California. The design process involved four phases including the investigative (10 percent) phase, and 30, 70 and 100 percent submittals. The investigative phase included the development of local agency requirements, identification of project issues with long lead time resolution and the preparation of project base sheets and existing utility maps. The final phase included the development of construction drawings for proposed improvements, pavement removal and replacements, specifications and cost estimates.

Robert Ollerton, PLS | Principal Surveyor

Education
BS, Civil Engineering, University of California at Riverside, Riverside, CA

Registrations / Certifications
CA, Land Surveyor No. 7731

Training
AutoCAD
MicroStation
ArcGIS

Areas of Expertise
Survey
Right-Of-Way
Legal Descriptions
Mapping
CAD Operation

Robert has over 30 years of professional experience in land surveying for municipal agencies. He has managed a wide variety of land survey projects including surveys for topographic mapping, geodetic control, right-of-way, boundary, and construction projects.

Most recently, Robert's responsibilities as the Inland Empire Survey Manager include the management and coordination of construction staking contracts for civil engineering projects, boundary surveys, title analysis, topographic mapping, detailed design surveys, ALTA Surveys and mapping. Since joining ERSC, Robert's wide range of skills and background have enabled ERSC to provide clients with localized and personalized service, keeping true to ERSC's philosophy of dedication to customer service and satisfaction.

Similar Project Experience:

Street Improvements, City of Temecula - Managed and performed construction surveying for street improvements along Jefferson Street and Winchester Road.

County of Riverside Winchester Road (Highway 79) Widening - Survey manager for control and topographic surveying of over eight miles of Highway 79/Winchester Road for ultimate widening to six lanes from Domenigoni Parkway to Benton Road.

Murrieta Area Sewer Improvements for Eastern Municipal Water District - This 6,000 LF sewer project used pipe bursting to increase an existing 12" and 15" sewer to a 20" diameter sewer along Murrieta Creek. Managed surveying services for control, topographic and construction surveys. Prepared legal descriptions and plat maps for right-of-way and easement acquisitions.

Widening and signalization of State Highway 79 at Auld Road - Performed construction surveying for the widening of State Highway 79 and extending improvements towards the Temecula Valley Airport.

Cucamonga Valley Water District La Senda Road - Preparation and delivery of a 1,500-lineal foot topographic survey map. Map included found monuments, street centerline, right-of-way, property lines, and location of wet and dry utilities.

Limonite Avenue Phase IV Widening Project for the Riverside County Economic Development Agency, in conjunction with the Riverside County Transportation Department - Managed topographic and construction surveying services for widening of Limonite Avenue to four lanes.

Highway 111 Widening from Jefferson Street to Madison Street for the City of Indio - Managed the construction surveying for the widening of Highway 111 which included new street curbs, sidewalks and medians and over one mile of 48" storm drain.

Highway 111 Bridge over the La Quinta Channel for the City of Indio - Managed construction staking for the bridge, underground utilities and a commercial parking lot.

Monroe Street Widening for the City of Indio - Managed control, topographic and construction staking for the widening of Monroe Street between Avenue 52 and Avenue 49. The project included the undergrounding of over a mile of electrical transmission lines and street improvements.

GIS Mapping of the City of Indio Storm Drain System - Oversaw the collection of storm drain facilities within the City of Indio and using RTK GPS methods.

ERSC

Ben Booth, EIT | Engineer II

Education
BS, Civil Engineering,
Arizona State University,
Tempe, AZ

Registrations / Certifications
CA, Engineer-In-Training
No. 162121

Areas of Expertise
Pavement Rehabilitation Services
Utility Services
Land Development Services

Mr. Booth has a broad base of experience in various disciplines such as site development, street improvements, and grading and drainage, pavement rehab design and construction, and utility design. Mr. Booth is a recent graduate from Arizona State University and interned with notable companies such as Schuler Constructors, PACE, and HDR during his undergraduate studies. He worked for a local private engineering consultant where he served as a survey chairman and a design engineer. Projects recently undertaken by Mr. Booth involving the design and construction services include the following significant assignments.

Similar Related Experience:

Overland Bridge at Murrieta Creek, CNS Engineers, Temecula, CA - As a partner to the CNS Engineers' team, served as project engineer during the design of a bridge structure over and across Murrieta Creek connecting Avenida Alvarado at the intersection of Diaz to the west of the creek, with Overland Drive at the intersection of Enterprise Circle to the east of the creek. The ERSC team was responsible for all ancillary improvements to the design of the bridge. Street improvements, drainage improvements, legals/ plats, hydraulic/hydrology analysis, and WQAR were all facilitated in house by the ERSC team.

State Street Gap Closure Project, City of San Bernardino, San Bernardino, CA - Project Engineer during the design for roadway design and environmental clearance for the Street; a vital transportation corridor. State Street will be a four-lane roadway with a center median and bike lanes connecting Baseline Street to State Route 210. The design includes a new roadway in the portion of the project where no transportation infrastructure exists, rehabilitating existing portions to updated standard, and ROW acquisition is required to complete the project.

La Cadena and 8th Street Intersection Reconfiguration, City of Colton, CA – Project Engineer during reconfiguration of the La Cadena & 8th Street intersection. Staff created a concept considering the wishes of City staff and council members that would reconfigure the intersection. The new concept included a free right bypass lane protected by raised median for north west traffic on La Cadena. Traffic from surrounding residential streets would stop at the new intersection with turn restrictions and channeled through raised medians for additional traffic calming. The reconfiguration of the intersection also required reconfiguration of existing drainage improvements.

Pavement Management Program, Signing and Striping, City of Highland, CA – Engineer II in the development of street/signing & striping plans and engineering estimates for residential pavement rehabilitation in Highland and San Bernardino, CA. Benjamin assisted in the drafting of plans as well as the construction cost and quantity estimates.

Site Development for New Apartment Complex, Los Alamitos, CA – Responsible for designing the conceptual and precise grading plans for a 4-acre residential apartment complex in Los Alamitos, CA. Benjamin assisted with pre-development and post-development hydrology studies with the use of Orange County CivilDesign software. He drafted Rational Method and Unit Hydrograph Method hydrology maps. Using the hydrology results, he designed detention basins and storm drain lines for the site.

Site Development for Parking Lot, Redlands, CA – Responsible for designing the precise grading, horizontal control and erosion control plans for an ESRI parking lot in Redlands, CA. Benjamin also assisted with the vertical and horizontal surveying of the project site that was later used to develop the grading plans.

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
DESIGN COST ESTIMATE - CITY OF HIGHLAND
COOPERATIVE CITY/COUNTY PAVEMENT REHABILITATION PROJECTstr20003

ERSC JOB NUMBER: 03-017.2027

04/06/21
JGE

TASK NO.	TASK DESCRIPTION	STAFF CLASSIFICATION				ERSC LABOR	DIRECT EXP	SUBS.	SUB TASK TOTAL	TASK TOTAL	PHASE TOTAL
		PE	PM/APE	E III	E II/EA III						
		MB	LA	BB	VARIOUS						
		$165.00	$ 165.00	$ 110.00	$ 95.00						
	PRELIMINARY ENGINEERING										**$ 58,040**
	Planning									$ 2,145	
	CDBG Docs					$ 0			$ 0		
	Coord/Mtg					$ 0			$ 0		
	Funding Alloc. Admin.					$ 0			$ 0		
	Prelim. R/W Coord					$ 0			$ 0		
	Project Planning Re: Approach	1	4	12		$ 2,145			$ 2,145		
	Research									$ 2,600	
	Utilities-Notice # 1/Utility Matrix			2	4	$ 600			$ 600		
	Utility Records to Plans				20	$ 1,900	$ 100		$ 2,000		
	Survey/Mapping									$ 27,255	
	Street crossections - 50' station		2	10	10	$ 2,380	$ 18,600		$ 20,980		
	Ramp site topo(10sites)		1		16	$ 1,685			$ 1,685		
	Set-Up Base Maps for 5 Streets					$ 0			$ 0		
	10 P/P shts, 24" x 36", Titles			10	30	$ 2,850			$ 2,850		
	Ramp site plans, 2 shts			2	16	$ 1,740			$ 1,740		
	Pavement Rehab Report Review		1	4		$ 605			$ 605	$ 605	
	And Review/Field Mtg w/City										
	Project Field Inspection/Measurements									$ 1,870	
	Curb & Gutter Insp/Meas.			2		$ 220			$ 220		
	Field Walk/Insp-Drainage Issues			2		$ 220			$ 220		
	Field Insp, Missing/Damaged Ramps			4		$ 440			$ 440		
	Report to City/County; Review Mtg		2	6		$ 990			$ 990		
	Preliminary Design & Plan Prep									$ 16,470	
	Street Pave Rehab Plans(10 plan shts)		2	10	40	$ 5,230			$ 5,230		
	+/- 10 Plan P/P Shts										
	Pavement Edge Protection Measures			4	8	$ 1,200			$ 1,200		
	C & G R & R					$ 0			$ 0		
	ADA Ramps +/-10 on 2 shts			20	40	$ 6,000			$ 6,000		
	Utility Relocation Identification			4	4	$ 820			$ 820		
	Preliminary Cost Estimate			12	20	$ 3,220			$ 3,220		
	Coordination/Mtgs/Proj Mgmnt									$ 7,095	
	Project Management	6	16	24		$ 6,270			$ 6,270		
						$ 0			$ 0		
	Utility Notice # 2, Follow-Up, Utility Matrix			2		$ 220			$ 220		
	Document Review		1	4		$ 605			$ 605		
	Phase Hours/Totals	**7**	**29**	**134**	**208**	**$ 39,340**	**$ 18,700**	**$ 0**	**$ 58,040**	**$ 58,040**	**$ 58,040**

SCOPE : ADD'L PAVEMENT REHAB.-+/- 8,000 LF
NEW/REVISED PLAN SHEETS: +/- 10(24" x 36")

ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
DESIGN COST ESTIMATE - CITY OF HIGHLAND
COOPERATIVE CITY/COUNTY PAVEMENT REHABILITATION PROJECT str20003
ERSC JOB NUMBER: 03-017.2027

	TASK DESCRIPTION	STAFF CLASSIFICATION							ERSC	DIRECT	SUBS.	SUB TASK	TASK	PHASE
TASK		PE	PE	PM/APE	E III	E II/EA III	Survey	AA I	LABOR	EXP		TOTAL	TOTAL	TOTAL
NO.		$165.00	$ 95	$ 165.00	$ 110.00	$ 95.00	$ 290.00	$ 70.00						
	FINAL DESIGN													**$ 49,165**
	Plans												$ 14,305	
	Cover Sheet/Const Notes/Loc. Map				2	8			$ 980			$ 980		
	Gen'l Notes/Sht Index/Vicinity Map(2 shts)			1	4	10			$ 1,555			$ 1,555		
	Sections and Details(2 sht)			1	20	30			$ 5,215			$ 5,215		
	Pavement Rehab Plans-+/- 10 Shts			1	10	20			$ 3,165			$ 3,165		
	Final ADA Ramps Details				10	16			$ 2,620			$ 2,620		
	100 % Site Walk/Inspection			2	4				$ 770			$ 770		
	Specifications			8	30	0		0	$ 4,620			$ 4,620	$ 4,620	
	Engineer's Estimate			4	8	20			$ 3,440			$ 3,440	$ 3,440	
	Add-on Installations/R & R's			2	8	16			$ 2,730			$ 2,730	$ 2,730	
	Plan Check/Review Mtgs	2		6	24	32			$ 7,000			$ 7,000	$ 7,000	
	Bid Support													
	Advertise Project			1	2			0	$ 385			$ 385	$ 3,575	
	Bid Document Preparation(3 ea)				2			0	$ 220			$ 220		
	Pre-Bid Meeting			2	4			0	$ 770			$ 770		
	Questions/Addendum			2	8			0	$ 1,210			$ 1,210		
	Bid Opening/Tab/Evaluation				2			0	$ 220			$ 220		
	Bid Review & Award Letter			2	4			0	$ 770			$ 770		
	Proj Mgmnt/Construction Services												$ 4,950	
	Project Managment	2		8	16				$ 3,410			$ 3,410		
	City/County Meetings			4	8				$ 1,540			$ 1,540		
	Utility Notices							0	$ 0			$ 0		
	Construction Phase Services												$ 8,545	
	Pre-Construction Mtg Services			2	4			0	$ 770			$ 770		
	Const period Services, RFI's/CCO's			12	32				$ 5,500			$ 5,500		
	Prepare Record Plans	1		2	4	12		0	$ 2,075	$ 200		$ 2,275		
	Phase Hours/Totals	**5**	**0**	**60**	**206**	**164**	**0**	**0**	**$ 48,965**	**$ 200**	**$ -**	**$ 49,165**	**$ 49,165**	**$ 49,165**
	Project Hours and Totals	**12**	**0**	**89**	**340**	**372**	**0**	**0**	**$ 88,305**	**$ 18,900**	**$ -**	**$107,205**	**$107,205**	**$ 107,205**

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Joseph Hughes, City Manager

PREPARED BY: Matt Bennett, Assistant Public Works Director/City Engineer MB

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

SUBJECT: Development Impact Fee Annual Adjustment for 2021

RECOMMENDATION: The Finance Subcommittee recommends approval of (1) Resolution No. 2021-____ Amending Development Impact Fee for all developments, and (2) Resolution No. 2021-____ Amending Park and Recreation Fee applicable to residential development pursuant to the Quimby Act.

FISCAL IMPACT: The amount of DIF applicable to each of the 6 categories of new development is proposed to be adjusted as follows:

Land Use	Existing 2020 DIF	Proposed 2021 DIF
Detached Dwelling	$ 28,526.64	$ 30,349.14
Attached Dwelling	$ 21,204.61	$ 22,468.72
Mobile Home	$ 17,117.43	$ 18,123.45
Commercial Lodging	$ 11,527.68	$ 12,367.21
Commercial/Office	$ 17.706	$ 19.120
Industrial	$ 13.487	$ 14.572

PUBLIC NOTICE: The BIA, developers and other interested parties were notified of the Finance Subcommittee meeting and the City Council meeting 14 days in advance via electronic mailing. The general public was notified of the City Council meeting thru published public hearing notice, posted meeting agenda, and the City web site.

BACKGROUND: The City's Development Impact Fee (DIF) Program consists of a listing of fees relative to 9 categories of public infrastructure that are impacted by new development located within the City. Each year, the City adjusts the amount of DIF to reflect the prevailing construction cost of infrastructure improvements.

Approved _____ Motion _____ Second _____ Agenda Item No. 10

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hughes

City Clerk

City Manager

In 2006, Revenue & Cost Specialists (RCS) prepared the necessary analysis and reports for a comprehensive update of the development impact fees originally established in 1988. RCS is currently completing the necessary analysis and reports for a 2021 comprehensive update of the development impact fees. The respective staff reports will be brought to Finance Subcommittee in June 2021 and City Council in August 2021.

Regional Circulation System

SBCTA requires local agencies to ensure that adequate DIF be collected from new development to pay for its fair share of regional circulation improvement costs. In accordance with City Council resolutions, with few exceptions, DIF for Regional Circulation has traditionally been adjusted annually based on changes to the Caltrans Highway Construction Item Index (CHCI), which reflects the trend of highway construction cost in California. This index went up 8.19% from the 4th quarter of 2019 to the 4th quarter of 2020.

In the past four years, the City Council decided to adjust the DIF for Regional Circulation using the California Construction Cost Index (CCCI) published by the State of California Department of General Services. This index went up 2.83% from December 2019 to December 2020.

On April 13, 2021, the Finance Subcommittee, noting concerns about the City's ability to finance those outstanding DIF infrastructure projects that are being reviewed by the ongoing 2006 DIF Study update, recommended that the 2021 adjustment of DIF for Regional Circulation be adjusted based on the CHCI (8.19%).

Local Circulation System and Regional Flood Control Facilities

In accordance with City Council resolutions, DIF for Local Circulation and Regional Flood Control Facilities is to be adjusted based on changes to the Caltrans Highway Construction Items Index. Similarly, the Finance Subcommittee recommended that the 2021 adjustment of DIF for Local Circulation and Flood Control Facilities be adjusted by +8.19% based on the CHCI.

Regional and Local Circulation DIF Based on Trip-Mile

The City's DIF Program also includes an alternative methodology to determine the average costs per trip-mile of daily traffic on the City's regional and local circulation system. The average costs were originally established under the Alternative Cost Methodology in Chapter 5 of the 2006 DIF Study to be $210.27 per trip-mile for regional circulation and $81.70 per trip-mile for local circulation. Using the same annual DIF adjustment percentages previously adopted by the City Council, the per trip-mile costs were adjusted to $383.95 and $161.62 respectively in February 2020, and are proposed to be adjusted +8.19% to $415.39 and $174.96 respectively for 2021.

Remaining Six Infrastructure Categories

Pursuant to City Council resolutions, DIF for these 6 infrastructure categories shall be adjusted based on changes to the California Construction Cost Index (CCCI) published by the State of California Department of General Services. This index reflects the trend of building costs in California. Since this cost index has changed +2.83% between December 2019 and December 2020, the DIF for these 6 infrastructure categories will be adjusted upward 2.83% for 2021.

Payment of DIF Deferred to Building Occupancy

In 2010, the City Council approved an exception to allow development projects to pay DIFs at building occupancy, but lock in the rate at building permit application. The City Council has since extended this exception in each subsequent year as an incentive for new development activity. The proposed resolutions have been prepared assuming that the City Council will continue this exception for another year.

EXHIBIT A

Price Index for Selected Highway Construction Items 2020 = 100, Fisher formula

YEAR		Quarterly Index	Last 12 Months' Index
2012	(1st Quarter)	50.9	50.9
2012	(2nd Quarter)	53.3	49.5
2012	(3rd Quarter)	45.3	47.6
2012	**(4th Quarter)**	**58.8**	**49.8**
2013	(1st Quarter)	70.0	51.2
2013	(2nd Quarter)	83.2	52.7
2013	(3rd Quarter)	45.5	56.4
2013	**(4th Quarter)**	**65.9**	**57.1**
2014	(1st Quarter)	82.21	56.87
2014	(2nd Quarter)	63.65	60.37
2014	(3rd Quarter)	65.91	63.39
2014	**(4th Quarter)**	**75.13**	**64.08**
2015	(1st Quarter)	96.02	62.79
2015	(2nd Quarter)	68.73	64.82
2015	(3rd Quarter)	68.98	68.28
2015	**(4th Quarter)**	**76.15**	**72.03**
2016	(1st Quarter)	77.68	73.61
2016	(2nd Quarter)	79.66	76.10
2016	(3rd Quarter)	94.08	85.39
2016	**(4th Quarter)**	**96.91**	**88.01**
2017	(2nd Quarter)	99.73	91.39
2017	(2nd Quarter)	100.34	93.19
2017	(3rd Quarter)	87.92	94.75
2017	**(4th Quarter)**	**80.72**	**88.56**
2018	(1st Quarter)	93.94	88.61
2018	(2nd Quarter)	100.74	89.49
2018	(3rd Quarter)	103.52	92.63
2018	**(4th Quarter)**	**106.04**	**99.25**
2019	(1st Quarter)	84.19	92.95
2019	(2nd Quarter)	118.85	105.83
2019	(3rd Quarter)	111.87	95.99
2019	**(4th Quarter)**	**94.63**	**94.26**
2020	(1st Quarter)	120.02	105.18
2020	(2nd Quarter)	91.97	101.18
2020	(3rd Quarter)	102.06	99.64
2020	**(4th Quarter)**	**102.38**	**100.00**
2021	(1st Quarter)		
2021	(2nd Quarter)		
2021	(3rd Quarter)		
2021	**(4th Quarter)**		

Increased 8.19%

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Month	2025	2024	2023	2022	2021
Annual % *					

*Annual Percentage is calculated from December to December.

HISTORIC CALIFORNIA CONSTRUCTION COST INDEX

Expand All

CALIFORNIA CONSTRUCTION COST INDEX 2016-2020

Month	2020	2019	2018	2017	2016
January	6995	6684	6596	6373	6106
February	6945	6700	6596	6373	6132
March	6947	6616	6596	6373	6248
April	6955	6841	6596	6461	6249
May	6958	6852	6596	6455	6240
June	7041	6854	6598	6470	6238
July	6984	6854	6643	6474	6245
August	6988	6823	6613	6620	6244
September	7036	6814	6674	6620	6267
October	7120	6851	6679	6596	6343
November	7123	6895	6679	6596	6344
December	7120	6924	6684	6596	6373
Annual % *	2.8%	3.6%	1.3%	3.5%	4.4%

*Annual Percentage is calculated from December to December.

CALIFORNIA CONSTRUCTION COST INDEX 2011-2015

CALIFORNIA CONSTRUCTION COST INDEX 2006-2010

CALIFORNIA CONSTRUCTION COST INDEX 2001-2005

CALIFORNIA CONSTRUCTION COST INDEX 1996-2000

HISTORICAL DOCUMENT REQUEST

For those that wish to see historic data for years prior to 1996 or have questions, please contact us.

2020 Development Impact Fees (DIF) Adjustment:

1) Adjustments to DIF Categories 1 thru 3, based on changes to Caltrans "Price Index for Selected Highway Construction Items" from 4th Quarter 2019 (94.63) to 4th Quarter 2020 (102.38), will be adjusted 8.19%.

2) Adjustment to DIF Categories 4 thru 9 includes an increase of 2.83% based on changes to "California Department of General Services California Construction Cost Index" from December 2019 (6924) to December 2020 (7120).

Detached Dwelling (Per Dwelling Unit Cost)

	Category	2019 DIF	*2019 Index Change*	2019 Recommended Adjustment	Existing 2020 DIF	*2020 Index Change*	2020 Recommended Adjustment	Proposed 2021 DIF
1	Regional Circulation System	$ 12,827.55	*6.47%*	3.60%	$ 13,289.35	*8.19%*	8.19%	$ 14,377.74
2	Local Circulation System	$ 4,423.37	*6.47%*	3.60%	$ 4,582.61	*8.19%*	8.19%	$ 4,957.93
3	Regional Flood Control Facilities	$ 1,031.12	*6.47%*	3.60%	$ 1,068.24	*8.19%*	8.19%	$ 1,155.73
4	Law Enforcement Facilities	$ 266.63	*3.60%*	3.60%	$ 276.23	*2.83%*	*2.83%*	$ 284.05
5	Fire Suppression Facilities (Vehicle & Equipment)	$ 947.01	*3.60%*	3.60%	$ 981.10	*2.83%*	*2.83%*	$ 1,008.86
6	General Facilities (Vehicle & Equipment)	$ 1,182.11	*3.60%*	3.60%	$ 1,224.67	*2.83%*	*2.83%*	$ 1,259.33
7	Public Library Facility & Collection	$ 1,087.53	*3.60%*	3.60%	$ 1,126.68	*2.83%*	*2.83%*	$ 1,158.57
8	Public Use (Community Center) Facilities	$ 1,355.52	*3.60%*	3.60%	$ 1,404.31	*2.83%*	*2.83%*	$ 1,444.06
9	Park Land Acquisition & Park Facilities	$ 4,414.52	*3.60%*	3.60%	$ 4,573.44	*2.83%*	*2.83%*	$ 4,702.87
		$ 27,535.36		3.60%	$ 28,526.64			$ 30,349.14

Attached Dwelling (Per Dwelling Unit Cost)

	Category	2019 DIF	*2019 Index Change*	2019 Recommended Adjustment	Existing 2020 DIF	*2020 Index Change*	2020 Recommended Adjustment	Proposed 2021 DIF
1	Regional Circulation System	$ 8,564.04	*6.47%*	3.60%	$ 8,872.35	*8.19%*	8.19%	$ 9,598.99
2	Local Circulation System	$ 2,952.56	*6.47%*	3.60%	$ 3,058.86	*8.19%*	8.19%	$ 3,309.38
3	Regional Flood Control Facilities	$ 441.24	*6.47%*	3.60%	$ 457.13	*8.19%*	8.19%	$ 494.57
4	Law Enforcement Facilities	$ 421.65	*3.60%*	3.60%	$ 436.83	*2.83%*	*2.83%*	$ 449.19
5	Fire Suppression Facilities (Vehicle & Equipment)	$ 307.35	*3.60%*	3.60%	$ 318.42	*2.83%*	*2.83%*	$ 327.43
6	General Facilities (Vehicle & Equipment)	$ 1,182.11	*3.60%*	3.60%	$ 1,224.67	*2.83%*	*2.83%*	$ 1,259.33
7	Public Library Facility & Collection	$ 1,046.82	*3.60%*	3.60%	$ 1,084.50	*2.83%*	*2.83%*	$ 1,115.20
8	Public Use (Community Center) Facilities	$ 1,304.27	*3.60%*	3.60%	$ 1,351.22	*2.83%*	*2.83%*	$ 1,389.46
9	Park Land Acquisition & Park Facilities	$ 4,247.72	*3.60%*	3.60%	$ 4,400.64	*2.83%*	*2.83%*	$ 4,525.18
		$ 20,467.77		3.60%	$ 21,204.61			$ 22,468.72

Mobile Home (Per Dwelling Unit Cost)

	Category	2019 DIF	2019 Index Change	2019 Recommended Adjustment	Proposed 2020 DIF	2020 Index Change	2020 Recommended Adjustment	Proposed 2021 DIF
1	Regional Circulation System	$ 6,714.41	6.47%	3.60%	$ 6,956.13	8.19%	8.19%	$ 7,525.84
2	Local Circulation System	$ 2,315.74	6.47%	3.60%	$ 2,399.11	8.19%	8.19%	$ 2,595.60
3	Regional Flood Control Facilities	$ 363.00	6.47%	3.60%	$ 376.06	8.19%	8.19%	$ 406.86
4	Law Enforcement Facilities	$ 228.53	3.60%	3.60%	$ 236.76	2.83%	2.83%	$ 243.46
5	Fire Suppression Facilities (Vehicle & Equipment)	$ 992.98	3.60%	3.60%	$ 1,028.73	2.83%	2.83%	$ 1,057.84
6	General Facilities (Vehicle & Equipment)	$ 1,182.11	3.60%	3.60%	$ 1,224.67	2.83%	2.83%	$ 1,259.33
7	Public Library Facility & Collection	$ 748.67	3.60%	3.60%	$ 775.62	2.83%	2.83%	$ 797.57
8	Public Use (Community Center) Facilities	$ 933.88	3.60%	3.60%	$ 967.50	2.83%	2.83%	$ 994.88
9	Park Land Acquisition & Park Facilities	$ 3,043.29	3.60%	3.60%	$ 3,152.85	2.83%	2.83%	$ 3,242.07
		$ 16,522.61		3.60%	$ 17,117.43			$ 18,123.45

Commercial Lodging (Per Lodging Unit)

	Category	2019 DIF	2019 Index Change	2019 Recommended Adjustment	Existing 2020 DIF	2020 Index Change	2020 Recommended Adjustment	Proposed 2021 DIF
1	Regional Circulation System	$ 6,747.90	6.47%	3.60%	$ 6,990.82	8.19%	8.19%	$ 7,563.37
2	Local Circulation System	$ 2,326.67	6.47%	3.60%	$ 2,410.43	8.19%	8.19%	$ 2,607.84
3	Regional Flood Control Facilities	$ 169.00	6.47%	3.60%	$ 175.08	8.19%	8.19%	$ 189.42
4	Law Enforcement Facilities	$ 177.34	3.60%	3.60%	$ 183.72	2.83%	2.83%	$ 188.92
5	Fire Suppression Facilities (Vehicle & Equipment)	$ 1,505.22	3.60%	3.60%	$ 1,559.41	2.83%	2.83%	$ 1,603.54
6	General Facilities (Vehicle & Equipment)	$ 200.98	3.60%	3.60%	$ 208.21	2.83%	2.83%	$ 214.11
7	Public Library Facility & Collection	N/A	N/A		N/A	N/A		N/A
8	Public Use (Community Center) Facilities	N/A	N/A		N/A	N/A		N/A
9	Park Land Acquisition & Park Facilities	N/A	N/A		N/A	N/A		N/A
		$ 11,127.11		3.60%	$ 11,527.68			$ 12,367.21

Commercial/Office (Per Building Square Footage)

	Category	2019 DIF	2019 Index Change	2019 Recommended Adjustment	Existing 2020 DIF	2020 Index Change	2020 Recommended Adjustment	Proposed 2021 DIF
1	Regional Circulation System	$ 12.050	6.47%	3.60%	$ 12.48	8.19%	8.19%	$ 13.51
2	Local Circulation System	$ 4.153	6.47%	3.60%	$ 4.30	8.19%	8.19%	$ 4.65
3	Regional Flood Control Facilities	$ 0.228	6.47%	3.60%	$ 0.24	8.19%	8.19%	$ 0.26
4	Law Enforcement Facilities	$ 0.154	3.60%	3.60%	$ 0.16	2.83%	2.83%	$ 0.16
5	Fire Suppression Facilities (Vehicle & Equipment)	$ 0.230	3.60%	3.60%	$ 0.24	2.83%	2.83%	$ 0.24
6	General Facilities (Vehicle & Equipment)	$ 0.277	3.60%	3.60%	$ 0.29	2.83%	2.83%	$ 0.29
7	Public Library Facility & Collection	N/A	N/A		N/A	N/A		N/A
8	Public Use (Community Center) Facilities	N/A	N/A		N/A	N/A		N/A
9	Park Land Acquisition & Park Facilities	N/A	N/A		N/A	N/A		N/A
		$ 17.091			$ 17.706			$ 19.120

Industrial (Per Building Square Footage)

	Category	2019 DIF	2019 Index Change	2019 Recommended Adjustment	Existing 2020 DIF	2020 Index Change	2020 Recommended Adjustment	Proposed 2021 DIF
1	Regional Circulation System	$ 9.271	6.47%	3.60%	$ 9.61	8.19%	8.19%	$ 10.392
2	Local Circulation System	$ 3.103	6.47%	3.60%	$ 3.21	8.19%	8.19%	$ 3.478
3	Regional Flood Control Facilities	$ 0.291	6.47%	3.60%	$ 0.30	8.19%	8.19%	$ 0.327
4	Law Enforcement Facilities	$ 0.008	3.60%	3.60%	$ 0.01	2.83%	2.83%	$ 0.009
5	Fire Suppression Facilities (Vehicle & Equipment)	$ 0.068	3.60%	3.60%	$ 0.07	2.83%	2.83%	$ 0.073
6	General Facilities (Vehicle & Equipment)	$ 0.277	3.60%	3.60%	$ 0.29	2.83%	2.83%	$ 0.295
7	Public Library Facility & Collection	N/A	N/A		N/A	N/A		N/A
8	Public Use (Community Center) Facilities	N/A	N/A		N/A	N/A		N/A
9	Park Land Acquisition & Park Facilities	N/A	N/A		N/A	N/A		N/A
		$ 13.019			$ 13.487			$ 14.572

RESOLUTION NO. 2021- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, AMENDING DEVELOPMENT IMPACT FEES FOR ALL DEVELOPMENTS WITHIN CITY OF HIGHLAND

WHEREAS, the City Council adopted Ordinance No. 309 on October 24, 2006 establishing a comprehensive system of Development Impact Fees and providing for the annual adjustment of the fees based on cost adjustment indexes applicable to each category of fees; and

WHEREAS, the City Council adopted Resolution Nos. 2006-058, 2007-060, 2009-001, 2009-043, 2010-042, 2012-001, 2013-002, 2014-002, 2015-001, 2015-044, 2017-004, 2018-002, 2019-009, and 2020-05 establishing the amount of Development Impact Fees; and

WHEREAS, pursuant to the San Bernardino County Congestion Management Program, the City must collect the appropriate level of Development Impact Fee as a match to County Measure I funds to be spent on Regional Circulation Facilities; and

WHEREAS, the City Council has adopted the Caltrans Highway Construction Items Index (CHCI) be used to adjust the Development Impact Fees for Regional Circulation System, Local Circulation System, and Regional Flood Control Facilities, and the change of such index between the 4th quarter of 2019 and the 4th quarter of 2020 has been determined to be +8.19%; and

WHEREAS, the City Council has also adopted the California Construction Cost Index (CCCI) published by the State of California Department of General Services be used to adjust Development Impact Fees for all other infrastructure categories including Law Enforcement Facilities, Fire Suppression Facilities, Vehicles & Equipment, General Facilities, Vehicles & Equipment, Library Facilities & Collection, Public Use (Community Center) Facilities, and Park Land Acquisition & Park Facilities Development; and

WHEREAS, the percentage difference of CCCI from December 2019 to December 2020 has been determined to be +2.83%; and

WHEREAS, the basis for calculating and imposing Development Impact Fees set forth in Resolution Nos. 2006-058, 2007-060, 2009-001, 2009-043, 2010-042, 2012-001, 2013-002, 2014-002, 2015-001 and 2015-044, 2017-004, 2018-002, 2019-009, and 2020-05 remains true and accurate; and

WHEREAS, the City Council held a duly-noticed public hearing on this issue on April 13, 2021 at which the City Council received and considered evidence, both written and oral; and

WHEREAS, the City Council decided to apply the percentage change of the CHCI for Regional Circulation System, Local Circulation System, and Regional Flood Control Facilities and CCCI, in 2020 for the 2021 annual adjustment of Development Impact Fees; and

WHEREAS, the City Council decided to apply the percentage change of the CCCI to adjust the 2021 Development Impact Fees for all other infrastructure categories including Law Enforcement Facilities, Fire Suppression Facilities, Vehicles & Equipment, General Facilities, Vehicles & Equipment, Library Facilities & Collection, Public Use (Community Center) Facilities, and Park Land Acquisition & Park Facilities Development; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND AS FOLLOWS:

1. That Section 2 of Resolution 2006-058 and Section 1 of Resolution 2007-060 be amended as follows:

"ADOPTION OF DEVELOPMENT IMPACT FEE SCHEDULES"

The following schedule of development impact fees is hereby established, adopted and imposed for each of the specified infrastructure categories:

A. Law Enforcement Facilities

Detached Dwelling	$ 284.05
Attached Dwelling	449.19
Mobile Home	243.46
Commercial Lodging	188.92
Commercial/Office	0.160
Industrial	0.010

B. Fire Suppression Facilities, Vehicles & Equipment

Detached Dwelling	$1,008.86
Attached Dwelling	327.43
Mobile Home	1,057.84
Commercial Lodging	1,603.54
Commercial/Office	0.250
Industrial	0.072

C. Local Circulation System

Detached Dwelling	$ 4,957.93
Attached Dwelling	3,309.38
Mobile Home	2,595.60
Commercial Lodging	2,607.84
Commercial/Office	4.65

Industrial	3.478

D. Regional Circulation System

Detached Dwelling	$ 14,377.74
Attached Dwelling	9,598.99
Mobile Home	7,525.84
Commercial Lodging	7,563.37
Commercial/Office	13.51
Industrial	10.39

E. Regional Flood Control Facilities

Detached Dwelling	$ 1,155.73
Attached Dwelling	494.57
Mobile Home	406.86
Commercial Lodging	189.42
Commercial/Office	0.26
Industrial	0.32

F. General Facilities, Vehicles & Equipment

Detached Dwelling	$ 1,259.33
Attached Dwelling	1,259.33
Mobile Home	1,259.33
Commercial Lodging	214.11
Commercial/Office	0.298
Industrial	0.298

G. Public Library Facilities & Collection

Detached Dwelling	$ 1,158.57
Attached Dwelling	1,259.33
Mobile Home	797.57
Commercial Lodging	N/A
Commercial/Office	N/A
Industrial	N/A

H. Public Use (Community Center) Facilities

Detached Dwelling	$ 1,444.06
Attached Dwelling	1,389.46
Mobile Home	994.88
Commercial Lodging	N/A
Commercial/Office	N/A
Industrial	N/A

I. Park Land Acquisition & Park Facilities Development

Detached Dwelling	$ 4,702.87
Attached Dwelling	4,525.18
Mobile Home	3,242.07
Commercial Lodging	N/A
Commercial/Office	N/A
Industrial	N/A

NOTE: Residential and Commercial Lodging projects will be charged on a per dwelling/lodging unit basis. Commercial and industrial projects will be charged on the square footage of the building's gross floor area. For purposes of this Resolution, "Gross Floor Area" means the total enclosed area of all floors of a building measured to the inside face of the exterior walls, including halls, stairways, elevator shafts at each floor level, service and mechanical equipment rooms, and basement or attic areas determined to be a habitable space by the City's Building Official. Habitable spaces shall include, but not limited to, guest rooms, game rooms, pool houses, hobby rooms, home offices/studios, or other ancillary uses as determined by the Community Development Director.

Pursuant to Section 4 of Ordinance 309, the Development Impact Fees set forth in categories C, D and E shall be adjusted annually based on the Caltrans Highway Construction Items Index, and the Development Impact Fees set forth in Categories A, B, F, G, H, and I shall be adjusted annually based on the California Construction Cost Index (CCCI) published by the State of California Department of General Services."

2. That Section 4 of Resolution 2006-058 and Section 2 of Resolution 2007-060 be amended as follows:

"DEVELOPMENT IMPACT FEES FOR BUILDING EXPANSION"

Except as provided in Section 5A, the following Development Impact Fees shall be imposed on new additions, expansion, or incidental construction to existing buildings. Fees imposed shall be based on the gross square footage of the enclosed structures which require a building permit to construct. The per square footage fees for residential land uses are calculated by dividing the total fees of all nine (9) improvement categories by one thousand five hundred (1,500) square feet which is assumed to be the average square footage of various types of dwelling units.

Detached Dwelling	$ 20.232 per sq. ft.
Attached Dwelling	$ 14.979 per sq. ft.
Mobile Home	$ 12.082 per sq. ft.
Commercial Lodging	$ 8.245 per sq. ft.
Commercial/Office	$ 19.120 per sq. ft.

Industrial	$ 14.572 per sq. ft.

3. That Section 6 "Calculation of Development Impact Fees Based Upon Special Circumstances Related to Intensity of Use" of Resolution No. 2006-058 be amended to include the following Paragraph D:

   D. Pursuant to the Alternative Cost Methodology used in Chapter 5 of Development Impact Fee Calculation and Nexus Report prepared by Revenue and Cost Specialists dated September 12, 2006, the average cost per trip-mile for Regional Circulation System, established to be $210.27 in October 2006, is hereby adjusted to be $383.95, based on the cost index adjustments of 12.7%, 12.9%, 0%, 0%, -11.0%, 0%, 0%, 10.63%, 16.29%, 15.43%, 3.5%, 1.30% and 3.6% applicable to Regional Circulation System for 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2020 respectively. The average cost per trip-mile, for Local Circulation System, established to be $81.70 in October 2006, is hereby adjusted to be $156.00 based on the cost index adjustments of 12.7%, 6.45%, –3.2%, 6.3%, 6.4%, -5.6%, 8.1%, 7.33%, 12.82%, 11.99%, 3.5%, 1.3% and 3.6% applicable to Local Circulation System for 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2020 respectively.

4. As an one-time exception, the Development Impact Fees shall be imposed at time of any Building permit application and collected as a condition of building occupancy.

5. Resolution No. 2020-005 is rescinded, effective upon the effective date of the fees established by this Resolution, which is sixty (60) days following adoption of this Resolution.

APPROVED AND ADOPTED this 27th day of April 2021.

_____
Penny Lilburn
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

RESOLUTION NO. 2021 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, AMENDING A FEE APPLICABLE TO RESIDENTIAL NEW DEVELOPMENT WITHIN THE CITY OF HIGHLAND ON PARK LAND ACQUISITION AND PARK FACILITIES DEVELOPMENT, PURSUANT TO SECTION 16.40.200 OF THE HIGHLAND MUNICIPAL CODE AND THE QUIMBY ACT (GOVERNMENT CODE SECTION 66477)

WHEREAS, the City Council adopted Ordinance No. 309 on October 24, 2006 establishing a comprehensive system of Development Impact Fees and providing for the annual adjustment of the fees based on cost adjustment indexes applicable to each category of fees; and

WHEREAS, the City Council adopted Resolution Nos. 2006-059, 2007-061, 2009-002, 2009-044, 2010-043, 2012-002, 2013-003, 2014-003, 2015-002, 2015-045, 2017-005, 2018-003, 2019-010, and 2020-006 establishing the amount of fees applicable to residential new development on park land acquisition and park facilities development, pursuant to the Highland Municipal Code and the Quimby Act; and

WHEREAS, the City Council has adopted the California Construction Cost Index (CCCI) published by the State of California Department of General Services as the basis to adjust fees for Park Land Acquisition and Park Facilities Development; and

WHEREAS, the percentage difference of CCCI from December 2019 to December 2020 has been determined to be +2.83%; and

WHEREAS, the basis for calculating and imposing park fees set forth in Resolution Nos. 2006-059, 2007-061, 2009-002, 2009-044, 2010-043, 2012-002, 2013-003, 2014-003, 2015-002, 2015-045, 2017-005, 2018-003, 2019-010, and 2020-006 remains true and accurate; and

WHEREAS, the City Council held a duly-noticed public hearing on this issue on April 27, 2021, at which the City Council received and considered evidence, both written and oral.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND AS FOLLOWS:

1. That Section 2 of Resolution 2006-059 and Section 1 of Resolution 2007-061 be amended as follows:

   "PARK AND RECREATION FEE SCHEDULES"

   The following schedule of Park and Recreation fee is hereby established, adopted and imposed for each of the specified infrastructure categories:

Pursuant to Section 4 of Ordinance 309, the Park and Recreation Fees shall be adjusted annually based on the annual change of the California Construction Cost Index (CCCI) published by the State of California Department of General Services.

Detached Dwelling	$ 4,702.87
Attached Dwelling	4,525.18
Mobile Home	3,242.07
Commercial Lodging	N/A
Commercial/Office	N/A
Industrial	N/A

2. That Section 4 of Resolution 2006-059 and Section 2 of Resolution 2007-061 be amended as follows:

"FEES FOR BUILDING EXPANSION"

Except as provided in Section 5A, the following Park and Recreation Fees shall be imposed on new additions, expansion, or incidental construction to existing buildings. Fees imposed shall be based on the gross square footage of the enclosed structures which require a building permit to construct. The per square footage fees for residential land uses are calculated by dividing the total fees of Park Land Acquisition and Park Facilities by one thousand five hundred (1,500) square feet which is assumed to be the average square footage of various types of dwelling units.

Detached Dwelling	$ 3.135 per sq. ft.
Attached Dwelling	$ 3.017 per sq. ft.
Mobile Home	$ 2.162 per sq. ft.
Commercial Lodging	N/A
Commercial/Office	N/A
Industrial	N/A

3. As an one-time exception, the Development Impact Fees shall be imposed at time of any Building permit application and collected as a condition of building occupancy.

4. Resolution No. 2020-006 is rescinded, effective upon the effective date of the fees established by this Resolution, which is sixty (60) days following adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 27th day of April 2021.

_____

Penny Lilburn
Mayor

ATTEST:

_____

Betty Hughes, MMC
City Clerk

Matt Bennett

To: Carlos Rodriguez
Subject: RE: Meetings Scheduled to Discuss DIF Annual Adjustment - City of Highland

From: Carlos Rodriguez
Sent: Tuesday, April 13, 2021 9:26 AM
To: Matt Bennett <mbennett@cityofhighland.org>
Subject: Meetings Scheduled to Discuss DIF Annual Adjustment - City of Highland

Hello Matt,

Per our discussion, we have noted that the Caltrans Project Index of 8.19% has been applied to the three largest DIF categories, Regional Transportation, Local Circulation and Flood Control in the attached proposal. BIA reaffirms that the Caltrans Project Index (due to volatility) is not a valid Construction Price Index designed to be used in the evaluation of local city projects. A more appropriate construction price index is the California Construction Price Index (CCI) which is proposed as an increase of 2.83% for DIF categories 4-9. As such, we respectfully request that the CCI of 2.83% also be applied to the first three categories rather than the proposal Caltrans Project Index of 8.19%.

Thank you for your consideration.

Carlos

BUILDING FORWARD

ADVOCATING FOR BUILDERS SINCE 1923

Carlos Rodriguez
Executive Officer, Baldy View Chapter

Building Industry Association of Southern California, Inc.
carlos@biabuild.com
ph: (909) 641-4630 **w:** www.biabuild.com
New Mailing Address: 17192 Murphy Ave., #14445, Irvine, CA 92623
Baldy View • Los Angeles/Ventura • Orange County • Riverside County

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Maricela Marroquin, City Attorney

PREVIEWED BY: Joseph Hughes, City Manager

PREPARED BY: Maricela Marroquin, City Attorney

SUBJECT: Memorandum of Understanding ("MOU") between the Inland Counties Emergency Medical Agency ("ICEMA") and Barstow Fire Protection District, Chino Valley Independent Fire District, City of Colton, City of Highland, City of Ontario, City of Redlands, City of Rialto, and City of Yucaipa regarding local emergency services plan

RECOMMENDATION: Staff recommends the City Council authorize the Mayor to execute the MOU between ICEMA and the seven other San Bernardino County fire agencies (subject to minor confirming and clarifying changes approved by the City Manager and City Attorney) in an effort to get the Emergency Medical Services ("EMS") Plan approved.

FISCAL IMPACT: There is no fiscal impact associated with the City entering into the MOU with ICEMA and the seven other San Bernardino County fire agencies, although there has been some City Attorney cost related to negotiating the MOU and handling matters related to the EMS Plan rejection.

PUBLIC NOTICE: As required by City Council Resolution, the Agenda was posted at the City's three (3) designated posting locations within the City and posted on the City's Website.

BACKGROUND: ICEMA is the local emergency medical services agency serving Inyo, Mono, and San Bernardino County. ICEMA is charged with submitting a local emergency management services ("EMS") plan to the Emergency Medical Services Authority ("EMSA"). On February 12, 2019, ICEMA submitted its EMS plan for emergency response in San Bernardino County to EMSA for approval. Although this plan has been approved six times since 1999, on October 13, 2020, the plan was rejected by EMSA on the basis that ICEMA failed to include as part of the plan copies of signed agreements for the provision of advanced life support ("ALS") with all prehospital providers. Specifically, EMSA denied the plan because ICEMA did not have ALS provider agreements with the City of Highland and the following entities: Barstow Fire Protection District, Chino Valley Independent Fire District, City of Colton, City of Ontario, City of Redlands, City of Rialto, and City of Yucaipa (collectively "providers").

Approved _____	Motion _____	Second _____	Agenda Item No. 11
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

B Hugh

City Clerk

City Manager

ICEMA has appealed EMSA's rejection of the EMS plan. In the interim, ICEMA and the providers are proposing to enter into the attached MOU, which would satisfy the written agreement requirement in 22 CCR § 100168(b)(4). The MOU provides that the providers contend (and ICEMA acknowledges) that the providers have attained Health and Safety Code section 1797.201 rights which allow them to continue to contract for and/or provide prehospital emergency medical services at not less than the existing level than what was provided as of June 1, 1980, without having an ALS provider agreement in place. Nevertheless, in an effort to resolve this matter, ICEMA and the providers are proposing to move forward with the MOU. The Sacramento County Emergency Medical Services Agency obtained EMSA approval of a previously rejected EMS plan after executing a similar MOU with its local providers.

The MOU further provides that the providers agree that EMS medical control is under the authority of ICEMA's medical director or medical direction as to emergency medical services, pursuant to the EMS Act. The MOU also provides that the providers will continue to respond to ALS calls with emergency response personnel able to do so. There is also a provision stating that the MOU does not waive the providers rights and obligations under Health and Safety Code section 1797.201.

Attachment 1 - MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, effective upon the date of execution of all Parties, is made by and between the INLAND COUNTIES EMERGENCY MEDICAL AGENCY ("ICEMA") and the following public agencies:

1. Barstow Fire Protection District
2. Chino Valley Independent Fire District
3. City of Colton
4. City of Highland
5. City of Ontario
6. City of Redlands
7. City of Rialto
8. City of Yucaipa

(collectively "PROVIDERS").

RECITALS

WHEREAS, the matters subject to this Memorandum of Understanding are governed by the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act ("EMS Act"), California Health and Safety Code section 1797, et seq.; and

WHEREAS, ICEMA is the local emergency medical services agency (LEMSA), pursuant to Health and Safety Code section 1797.200; and

WHEREAS, PROVIDERS are Advanced Life Support (ALS) providers; and

WHEREAS, ALS providers are responsible for first responder emergency medical services (EMS) and/or transporting prehospital patients from the scene of an emergency to acute care hospitals, or to alternate destinations when approved, within an organized EMS system in accordance with California Health and Safety Code Division 2.5, Sections 1797 et. seq., California Code of Regulations, Title 22, Division 9, and EMS policies and procedures established by ICEMA; and

WHEREAS, Health and Safety Code section 1797.254 requires local EMS agencies to annually submit an emergency medical services plan for the EMS areas to the State Emergency Medical Services Authority ("Authority"); and

WHEREAS, as stated by the California Supreme Court, "one of the primary legislative objectives of the EMS Act is to enable local EMS agencies, in conjunction with the Authority, to plan, coordinate and implement a comprehensive EMS system." (Valley Medical Transport, Inc. v. Apple Valley Fire Protection District (1998) 17 Cal.4th 747, 757.) "In order to successfully plan and implement an EMS system, the local agency must be able to either control or predict, to some degree, the way in which emergency medical services will be provided within its jurisdictions." (Id.); and

WHEREAS, pursuant to Health and Safety Code section 1797.204 ICEMA, as the LEMSA, shall plan, implement, and evaluate an emergency medical services

system; and

WHEREAS, Health and Safety Code section 1797.178 provides, in pertinent part, that no person or organization shall provide advanced life support or limited advanced life support unless that person or organization is an authorized part of the emergency medical services system of the local EMS agency; and

WHEREAS, ICEMA acknowledges and PROVIDERS assert they have contracted for and/or provided and administered since at least June 1, 1980, prehospital emergency medical services within PROVIDERS' respective jurisdictions, and assert they have the right to continue to provide, contract and administer such services at not less than the existing level as may be authorized under California Health and Safety Code section 1797.201 and applicable law; and

WHEREAS, the mutual understandings and agreements documented herein acknowledge and confirm PROVIDERS' and ICEMA's respective legal duties to follow the law; and

WHEREAS, this Memorandum of Understanding is intended to comply with the requirements of Health and Safety Code sections 1797.178 and 1797.204, and California Code of Regulations, Title 22, section 100168(b)(4); and

NOW, THEREFORE, ICEMA and PROVIDERS hereby agree as follows:

1. The Recitals above are true and correct and are hereby incorporated into this Memorandum of Understanding.

2. PROVIDERS agree to comply and represent that they have complied and will continue to comply with all applicable statutes, lawful state regulations, and local policies and procedures relating to emergency medical services as set forth in the EMS Act, and all lawful state regulations and local policies and procedures promulgated pursuant to the EMS Act, including but not limited to participation in ICEMA's Emergency Medical Services System Quality Improvement Program as specified in California Code of Regulations, Title 22, section 100168(b)(4).

3. PROVIDERS agree that EMS medical control is under the authority of ICEMA's medical director or medical direction as to emergency medical services, pursuant to the EMS Act.

4. The Parties agree that the "medical control" set forth herein is in conformance with the limitations found in Health and Safety Code section 1798.8.

5. The Parties agree that PROVIDERS, for the purpose of and in conformance with Medical Control, will continue to respond to ALS calls with emergency response personnel able to do so.

6. The Parties agree to work together in good faith to resolve any breach or alleged breach of this Memorandum of Understanding.

7. The Parties agree and represent their mutual intent that nothing herein shall constitute a waiver by ICEMA or PROVIDERS of their rights and obligations under applicable law, including but not limited to California Health and Safety Code section 1797.201. Neither this Memorandum of Understanding nor anything contained herein is intended by the parties to be an "agreement" as specified under Health and Safety Code section 1797.201 nor as a relinquishment or diminishment by PROVIDERS or ICEMA of their rights and obligations under Health and Safety Code section 1797.201. The parties acknowledge that compliance by PROVIDERS with ICEMA Policies, including without limitation any fee, charge or cost paid by a PROVIDER for ICEMA services, is not intended by the parties to be an "agreement" under Health and Safety Code section 1797.201.

8. The undersigned represent that, on behalf of their respective agencies, they have read, understand, and agree with the terms of this Memorandum of Understanding. The undersigned, and each of them, have consulted with legal counsel on the terms, and each is authorized to sign this Memorandum of Understanding on behalf of their agency.

9. This Memorandum of Understanding may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Memorandum of Understanding (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Memorandum of Understanding upon request.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

DATED: _____

By: _____
Curt Hagman, Chairman,
ICEMA Board of Directors

APPROVED AS TO FORM: SAN BERNARDINO COUNTY COUNSEL

DATED: _____

By: _____
John Tubbs II, Deputy County Counsel

BARSTOW FIRE PROTECTION DISTRICT

DATED: _____

By: _____
Paul Anthony, Mayor and Chair

ATTEST:

_____
Andrea Flores, District Clerk

APPROVED AS TO FORM:

_____
Mathew T. Summers, District Attorney

CHINO VALLEY INDEPENDENT FIRE DISTRICT

DATED: _____ By: _____
Tim Shackelford, Fire Chief

CITY OF COLTON

DATED: _____ By: _____
Bill Smith, City Manager

CITY OF HIGHLAND

DATED: _____ By: _____
Penny Lilburn, Mayor

ATTEST: _____
Betty Hughes, City Clerk

APPROVED AS TO FORM: _____
Maricela Marroquin, City Attorney

CITY OF ONTARIO

DATED: _____ By: _____
Scott Ochoa, City Manager

APPROVED AS TO FORM: _____
Ruben Duran, City Attorney

CITY OF REDLANDS

DATED: _____ By: _____
Paul T. Barich, City Mayor
Signing on Behalf of the City of Redlands

ATTEST: _____
Jeanne Donaldson, City Clerk

CITY OF RIALTO

DATED: _____ By: _____
Sean Grayson, Interim City Manager

ATTEST: _____
Barbara McGee, City Clerk

APPROVED AS TO FORM: _____
Eric S. Vail, Interim City Attorney

CITY OF YUCAIPA

DATED: _____ By: _____
Greg Bogh, Mayor

ATTEST: _____
Jennifer Crawford, City Clerk

APPROVED AS TO FORM: _____
David M. Snow, City Attorney

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Joseph A. Hughes, City Manager

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

SUBJECT: Sheriff's Department Schedule A for FY 2021-2022

RECOMMENDATION: The City Council authorize the Mayor to execute the Schedule A contract (fiscal year 2021-2022) for Law Enforcement Services with the San Bernardino County Sheriff's Department.

FISCAL IMPACT: The fiscal impact of the Schedule A for 2021-2022 is $11,083,730 plus the actual cost of overtime, transcription service and on-call pay budgeted at $200,000, $20,000 & $33,000 respectively, for a total of $11,336,730. There will be sufficient funds in the FY 2021-2022 Budget for this.

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

BACKGROUND: The proposed 2021-2022 Schedule A reflects an overall increase of $382,569 ($11,083,730-$10,701,161) over the final 2020-2021 Schedule A.

The reasons for the $382,569 increase (by line item) are included in attachment C. The Police Department is requesting that the Motor Pool Services Assistant position be eliminated in the Schedule A and two unmarked units be added. This results in a savings of approximately $70,000 per year. A current SSS (Sheriff Service Specialist) will perform the duties of the former Motor Pool Services Assistant. The savings would be used to offset the cost increases proposed by the County. These changes are reflected in the attached proposed Schedule A for FY 2021-2022.

Attachments:
A. 2021-2022 Schedule A (proposed) 38th amendment.
B. 2020-2021 Schedule A (actual) 37th amendment.
C. Comparison of 2020-2021 Schedule A (actual) to 2021-2022 Schedule A (proposed).

Approved _____	Motion _____	Second _____	Agenda Item No. 12
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

Attachment A

Proposed Schedule A for 2021-2022 (38th amendment)

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
CITY OF HIGHLAND
FY 2021-22

Proposed - Not Final

CHANGE: Delete 1 Motor Pool Service Assistant; ADD 2-Unmarked Units

LEVEL OF SERVICE				FY 2021-22 COST
1	-	Captain	$	432,454 [1]
1	-	Lieutenant		348,030 [1]
6	-	Sergeant		1,784,106 [1]
3	-	Detective/Corporal		751,308 [1]
23	-	Deputy Sheriff Tier 2		4,926,715 [1]
4	-	Sheriff's Service Specialist		351,960 [1]
1	-	Secretary		80,985 [1]
4	-	Office Specialist		322,888 [1]
13	-	Marked Unit		224,499 [2]
7	-	Unmarked Unit (**2 effective 07-01-2021**)		51,613 [2]
1	-	Mini Van		5,395 [2]
2	-	Command Staff Vehicle		19,947 [2]
3	-	Pickup truck		24,203 [2]
2	-	Citizen Patrol - Ford Escape		12,732 [2]
1	-	Citizen Patrol - Donated (Equip & Comm Only)		1,622 [3]
		Dispatch Services		453,494 [1]
59	-	HTs (Amortization, Access & Maintenance)		83,131
32	-	Taser Replacement (Amortized over 5-years)		10,752
		Administrative Support		42,785
		Office Automation		162,986
		Services & Supplies		46,800
		Vehicle Insurance		149,283
		Personnel Liability & Bonding		300,756
		Workers' Comp Experience Modification		33,035
		Law Enforcement Experience Modification		132,350
		County Administrative Cost		329,656
		Startup Cost		245
		Estimated Cost for FY2021-22	**$**	**11,083,730** [1]

Monthly Payment Schedule

1st payment due July 15, 2021:	$923,646
2nd through 12th payments due the 5th of each month:	$923,644

[1] Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

[2] Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

[3] No replacement cost is included for grant funded or donated vehicles.

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
CITY OF HIGHLAND
FY 2021-22

Proposed - Not Final

LEVEL OF SERVICE SUMMARY

SAFETY:

Captain	-	1.00
Lieutenant	-	1.00
Sergeant	-	6.00
Detective/Corporal	-	3.00
Deputy Sheriff Tier 2	-	23.00
		34.00

GENERAL:

Sheriff's Service Specialist	-	4.00
Secretary I	-	1.00
Office Specialist	-	4.00
Dispatchers	-	3.85
		12.85

VEHICLES:

Marked Patrol Units	-	13
Unmarked Units (Includes Van)	-	10
Pickup Trucks	-	3
Citizen Patrol	-	2
Donated Vehicles-Ins Only	-	8 *
		36

DONATED VEHICLES LIST:

Citizen Patrol SUV	-	1 *
Command Post	-	1 *
Light Tower Trailer	-	2 *
Utility Trailer-Smart	-	1 *
Utility Trailer-Zieman		1 *
Utility Trailer-Mighty Mover		1 *
Kawasaki UTV		1 *
		8 *

* (Included for insurance costs only)

Attachment B

Actual Schedule A for 2020-2021 (37th amendment)

SCHEDULE A
Law Enforcement Services Contract
City of Highland
2020-21

ROLLOVER

LEVEL OF SERVICE				FY 2020-21 COST	
1	-	Captain	$	401,529	[1]
1	-	Lieutenant		327,008	[1]
6	-	Sergeant		1,675,494	[1]
3	-	Detective/Corporal		705,708	[1]
11	-	Deputy Sheriff Tier 1		2,318,393	[1]
12	-	Deputy Sheriff Tier 2		2,453,112	[1]
4	-	Sheriff's Service Specialist		335,296	[1]
1	-	Secretary		77,086	[1]
4	-	Office Specialist		307,740	[1]
1	-	Motor Pool Services Assistant		83,267	[1]
13	-	Marked Unit		224,653	[2]
5	-	Unmarked Unit		36,851	[2]
1	-	Mini Van		5,395	[2]
2	-	Command Staff Vehicle		19,948	[2]
3	-	Pickup truck		22,792	[2]
2	-	Ford Escape (COP)		12,732	[2]
1	-	Citizen Patrol		1,622	[3]
		Dispatch Services		432,763	[1]
59	-	HTs (Amortization, Access & Maintenance)		83,131	
32	-	Taser Replacement (Amortized over 5-years)		10,752	
		Administrative Support		41,981	
		Office Automation		165,407	
		Services & Supplies		46,800	
		Vehicle Insurance		138,038	
		Personnel Liability & Bonding		300,757	
		Workers' Comp Experience Modification		32,930	
		Law Enforcement Experience Modification		111,371	
		County Administrative Cost		328,605	
		Cost for FY2020-21	**$**	**10,701,161**	[1]

Monthly Payment Schedule

1st payment due July 15, 2020:	$891,768
2nd through 12th payments due the 5th of each month:	$891,763

[1] Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

[2] Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

[3] No replacement cost is included for grant funded or donated vehicles.

SCHEDULE A
Law Enforcement Services Contract
City of Highland
2020-21

Additional Costs Billed Quarterly:

The City will be billed on a quarterly basis for the following items:

- Increases to salaries and benefits resulting from Board of Supervisors-approved changes to Memorandums of Understanding with the County's various employee organizations.
- Actual overtime cost.
- Actual on-call cost (on call pay for safety employees for 2020-21 is $195 per week).
- Actual cost of vehicle fuel, repair and maintenance, including the cost of collision repair.
- Professional services from private vendors and other services, supplies and personnel costs above the contract formula.

LEVEL OF SERVICE SUMMARY

SAFETY:		
Captain	-	1.00
Lieutenant	-	1.00
Sergeant	-	6.00
Detective/Corporal	-	3.00
Deputy Sheriff Tier 1	-	11.00
Deputy Sheriff Tier 2	-	12.00
		34.00

GENERAL:		
Sheriff's Service Specialist	-	4.00
Secretary I	-	1.00
Office Specialist	-	4.00
Motor Pool Service Assistant	-	1.00
Dispatchers	-	3.85
		13.85

VEHICLES:		
Marked Patrol Units	-	13
Unmarked Units	-	7
Pickup Trucks	-	3
Vans	-	1
Citizen Patrol	-	2
Donated Vehicles-Ins Only	-	8 *
		34

DONATED VEHICLES LIST:		
Citizen Patrol SUV	-	1 *
Command Post	-	1 *
Light Tower Trailer	-	2 *
Utility Trailer-Smart	-	1 *
Utility Trailer-Zieman		1 *
Utility Trailer-Mighty Mover		1 *
Kawasaki UTV		1 *
		8 *

* (Included for insurance costs only)

Attachment C

Comparison of 2020-2021 Schedule A (actual) to 2021-2022 Schedule A (proposed)

	Proposed 2021/2022	Actual 2020/2021	Increase/ (Decrease) $	Increase/ (Decrease) %
Captain	**432,454**	**401,529**	30,925	7.70%
Lieutenant	**348,030**	**327,008**	21,022	6.43%
Sergeants	**1,784,106**	**1,675,494**	108,612	6.48%
Detectives	**751,308**	**705,708**	45,600	6.46%
Deputies	**4,926,715**	**4,771,505**	155,210	3.25%
Sheriff Service Specialists	**351,960**	**335,296**	16,664	4.97%
Secretary	**80,985**	**77,086**	3,899	5.06%
Office Specialists	**322,888**	**307,740**	15,148	4.92%
Motor Pool Services Assistant*	**-**	**83,267**	(83,267)	-100.00%
Marked Units	224,499	224,653	(154)	-0.07%
Unmarked Units**	51,613	36,851	14,762	40.06%
Mini Van	5,395	5,395	-	0.00%
Command Staff Vehicles	19,947	19,948	(1)	-0.01%
Pickup truck	24,203	22,792	1,411	6.19%
Citizen Patrol Vehicles	14,354	14,354	-	0.00%
Dispatch Services	**453,494**	**432,763**	20,731	4.79%
HTs	83,131	83,131	-	0.00%
Additional MDCs	-	-	-	#DIV/0!
Tasers	10,752	10,752	-	0.00%
Admin Support	**42,785**	**41,981**	804	1.92%
Office Automation	162,986	165,407	(2,421)	-1.46%
Services & Supplies	46,800	46,800	-	0.00%
Vehicle Insurance	149,283	138,038	11,245	8.15%
Personnel Liability & Bonding	300,756	300,757	(1)	0.00%
Workers Comp Exp Modification	33,035	32,930	105	0.32%
Law Enforcement Exp Modification	132,350	111,371	20,979	18.84%
COWCAP	329,656	328,605	1,051	0.32%
Startup Costs	245	-	245	#DIV/0!
	11,083,730	10,701,161	382,569	3.58%

*Eliminated the Mortor Pool Service Assistant position
**Added two unmarked units

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Joseph Hughes, City Manager

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

SUBJECT: Cooperative Agreement for 5th Street Interchange
Project No. ich17004

RECOMMENDATION: That the City Council approve a Cooperative Agreement with Caltrans to widen the eastbound on and off ramps at 5th Street/SR-210 Interchange.

FISCAL IMPACT: The total project cost of the 5th Street/SR-210 Interchange Phase 1, including environmental, design, right of way and construction, is estimated to be $2,627,000. It is anticipated that the funding will be funded as follows:

Caltrans	$1,250,000 (Cooperative Agreement)
SBCTA	719,000 (SBCTA Valley Freeway Interchange Program)
City of Highland	621,000
City of San Bernardino	29,000
City of Redlands	8,000
	$2,627,000

Funding for the cities of San Bernardino and Redlands represent their fair share of the Phase I project cost. City staff will seek separate cooperative agreements with these funding agency partners.

The City's project share of Phase I is estimated to be funded as follows:

2007 RDA Bond Proceeds	$444,000
IVDA Agreement	177,000 (portion of Traffic Mitigation Fee paid by IVDA)
	$621,000

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

Approved _____ Motion _____ Second _____ Agenda Item No. 13

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hughes
City Clerk

City Manager

City Council Work Program

BACKGROUND: This project is proposed to be implemented in two phases:

Phase 1 improvements include construction of one additional turn lane at the eastbound off-ramp (from 2 to 3) and one additional travel lane on the eastbound on-ramp (from 2 to 3). The total cost for this phase is estimated to be $2,627,000. Since this phase has a construction cost of less than $3 million, it will be processed through Caltrans as a Streamlined Oversight Project. The attached cooperative agreement with Caltrans will help cover construction cost for Phase 1 of the project.

Phase 2 improvements include the following 3 components:

A. Westbound On and Off-Ramps ($1,799,000) – Construct longer transition length on the westbound off-ramp between the westbound freeway exit lane and the four turn lanes at the westbound off-ramp terminus. Construct one additional travel lane (from 2 to 3) on the westbound on-ramp.

B. 5th Street between City Creek Bridge and Westbound Ramps ($10,036,000) – Widen 5th Street to ultimate width. On 5th Street between eastbound and westbound on and off-ramps, construct tie-back walls under the freeway bridge, and add one additional travel lane (from 4 to 5) and one additional turn lane (from 2 to 3); On 5th Street between City Creek Bridge and eastbound on and off-ramps, add two additional travel lanes (from 4 to 6) and one additional turn lane (from 0 to 1).

C. Sand and Gravel Trucks Access ($1,265,000) – On the north side of 5th Street immediately west of the eastbound off-ramp, construct a new westbound exclusive right-turn lane. On the south side of 5th Street immediately west of the eastbound on-ramp, construct an additional eastbound exclusive right-turn lane (from 1 to 2). Construct a new traffic signal at the future private truck haul road connection to 5th Street immediately east of City Creek Bridge.

The total cost for Phase 2 is estimated to be $13,100,000. SBCTA is in the process of approving the use of Measure I Freeway Interchange Phasing Program funds in the amount of $4,871,000. The estimated fair share cost from the cities of San Bernardino and Redlands are $421,000 and $113,000, respectively. The remaining project share of $7,695,000 would be paid by Highland. However, since Highland does not currently have these available funds for Phase 2, similar arrangements made with SBCTA for the Base Line Interchange Project could be made for the City's share of the 5th Street Interchange Project to fund via a Term Loan Agreement with SBCTA. The breakdown of Loan Agreement would be as follows:

Future grant funds (1/3)	$2,565,000
DIF Loan (2/3)	$5,130,000 (future allocations of Measure I Arterial Program funds)
	$7,695,000

City staff will seek future grant opportunities to reduce the City's Phase 2 project share. It should be noted that Component C of the proposed Phase 2 improvements is specifically intended to accommodate access of sand and gravel trucks for Robertson's Ready Mix and CEMEX onto 5th Street and the SR-210/5th Street Interchange. Therefore, City staff will also request and negotiate funding contributions from Robertson's Ready Mix and CEMEX to further reduce the City's share and deliver the Phase 2 improvements.

This is a HP+ priority item in the 2021/2022 Work Program. The cooperative agreement with Caltrans has been reviewed by the City Attorney. Staff recommends approval of the cooperative agreement to commit Caltrans to a lump sum financial contribution of $1,250,000 to proceed with Phase 1 only. Phase 2 would proceed in the future, subject to City staff securing the necessary funds for this portion of the project.

Attachments: Layout Exhibit
Cooperative Agreement

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
8	SBD	210	30.10/30.47		

REGISTERED CIVIL ENGINEER DATE

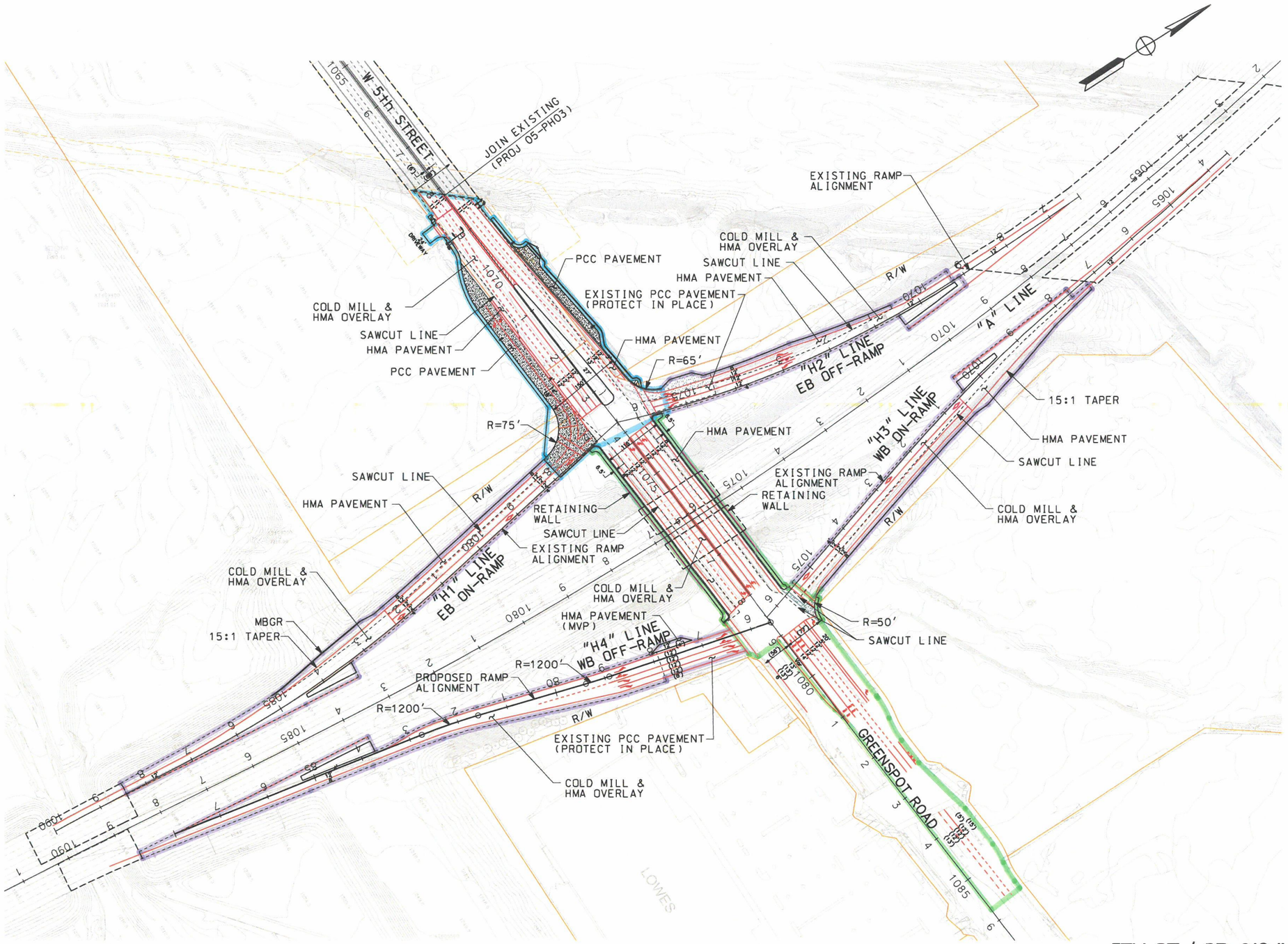
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — No. — Exp. — CIVIL — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

-

HDR ENGINEERING,INC.
2280 MARKET STREET–SUITE 100
RIVERSIDE, CA 92501–2110



5TH ST / SR-210 INTERCHANGE IMPROVEMENTS
CONCEPTUAL LAYOUT EXHIBIT

SCALE: 1" = 200'

NOT FOR CONSTRUCTION

AUGUST 2019

EXH-01

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CONSULTANT FUNCTIONAL SUPERVISOR
CALCULATED–DESIGNED BY
CHECKED BY
REVISED BY
DATE REVISED

LAST REVISION 00-00-00 DATE PLOTTED => $DATE TIME PLOTTED => $TIME

BORDER LAST REVISED 4/11/2008

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

USERNAME =>$USER
DGN FILE => $REQUEST

CU

EA 0J0800

COOPERATIVE AGREEMENT

State SHOPP Minor Funds Contribution

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Highland, a municipal corporation of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code Sections 114 and 130.

2. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.

3. This AGREEMENT shall have no force or effect until CITY has obtained an encroachment permit from CALTRANS.

4. CITY intends to widen the eastbound on and off ramps in the City of Highland along state Route 210 and 5th Street/Greenspot Road. within the State Highway System and is referred to herein as the PROJECT.

5. CITY will follow the CALTRANS encroachment permit process in order to complete the PROJECT.

6. CALTRANS will pay CITY the amount of $1,250,000 from SHOPP Minor funds required for the PROJECT.

7. PARTIES hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward the PROJECT.

SCOPE

8. CITY is responsible for completing all work for the PROJECT.

9. At no cost to CITY, CALTRANS will perform Quality Management to assure CITY's work is performed in accordance with CALTRANS' current policies, procedures, standards, and practices.

INVOICE & PAYMENT

10. CITY will submit to CALTRANS monthly invoices for the prior month's actual expenditures after execution of this AGREEMENT.

11. CALTRANS will pay CITY within 45 (forty-five) calendar days of receipt of any monthly invoice.

12. PARTIES agree that the total amount of SHOPP Minor funds paid out to CITY will not exceed $1,250,000.

13. After PARTIES agree that all work for the PROJECT is complete, CITY will submit a final accounting for all costs. Based on the final accounting, CITY will refund or invoice as necessary in order to satisfy the financial commitment of this AGREEMENT.

GENERAL CONDITIONS

14. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

15. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

16. If CITY fails to complete the PROJECT for any reason, CITY shall, at CITY's expense, return the State Highway System right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If CITY fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill CITY for all expenses incurred and CITY agrees to pay said bill within forty-five (45) days of receipt.

17. If CITY fails to complete the PROJECT for any reason, CITY will refund the full amount of CALTRANS' contribution.

18. CITY will retain all PROJECT related records for three (3) years after the final voucher.

19. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

20. If HM-1 or HM-2 is found during construction, CITY will immediately notify CALTRANS.

21. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

22. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    CITY, independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

23. CITY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

24. HM-2 MANAGEMENT costs are PROJECT costs.

25. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

26. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

27. If the work performed on this PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

    CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts.

28. This AGREEMENT is intended to be PARTIES final expression and supersedes all prior oral understandings pertaining to the PROJECT.

29. Unless otherwise documented in a maintenance agreement, CITY will maintain all PROJECT improvements.

30. This AGREEMENT will terminate upon CALTRANS' acceptance of the PROJECT. However, all indemnification and maintenance articles of this AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTY – Any individual signatory party to AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary Agreement contact person for CALTRANS is:

Mustapha Iaali, Project Manager

464 West Fourth Street

San Bernardino, CA 92401

Office Phone: (909) 383-5908

The primary Agreement contact person for CITY is:

Carlos Zamano, City Engineer

27215 Baseline Ave.

Highland, CA 92346

Office Phone: (909) 864-8732

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

_____
Michael D. Beauchamp
District 8 Director

Verification of funds and authority:

_____
Corina Harriman
District 8 Budget Manager

CITY OF HIGHLAND

_____
Penny LilburnMayor

Attest:

_____
Betty Hughes
City Clerk

Approved as to form and procedure:

_____
Maricela Marroquin
Attorney

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Melissa Morgan, Public Services Manager

SUBJECT: Renewal of the Household Hazardous Waste Collection Agreement between the City of Highland and the San Bernardino County Fire Protection District

RECOMMENDATION: City Staff recommends the City Council:

1. Approve the proposed Renewal of the Household Hazardous Waste Collection Agreement, and;

2. Authorize the Mayor to execute the Household Hazardous Waste Collection Agreement between the City of Highland and the San Bernardino County Fire Protection District.

FISCAL IMPACT: Commencing on July 1, 2021 through June 30, 2026 the base year contract amount is $48,875.56. The previous contract base year amount was $50,525. However, during the previous contract term the City was authorized by CalRecycle, to deduct from the base year amount of $50,525 a percentage of its Used Oil Payment Program funds equal to the relative percentage of used oil and oil filters to other waste collected by the San Bernardino County Fire Protection District ("District"). In Fiscal Year 2020/21 the City paid the County $47,452 for Household Hazardous Waste (HHW) Collection services. This amount represents a base year contract amount of $50,525 with a deduction of $3,073 in Used Oil Payment Program funds. Subsequently CalRecycle has reduced the Used Oil Payment Program funds by 50% and will not be used for contract payments. The entire funding is necessary to provide equipment such as used oil containers to City residents. Therefor even though the contract amount is a reduction of $1,649.44 it does represent an approximate 3% increase to actual contract payments. The Contract covers five (5) Fiscal Years; unlike previous contracts the base year contract amount will remain the same throughout the term of the contract.

Approved _____ Motion _____ Second _____ Agenda Item No. 14

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hughes

City Clerk

City Manager

The funding for the HHW program comes from the HHW Franchise Fee collected through the Solid Waste Collection program. The City estimates the HHW Franchise Fee revenue to be approximately $90,000 for Fiscal Year 2020/2021.

PUBLIC NOTICE: Public notice is not required prior to the City Council taking action on this matter. However, the Agenda was posted at the three (3) locations within the City, as required by Council Resolution and on the City's Website.

BACKGROUND: The California Public Resources Code requires the City to prepare a Household Hazardous Waste Collection program for the safe collection, recycling, treatment and disposal of hazardous wastes which are generated by the households in the City and which should be separated from the solid waste stream. The current Agreement with the District for Household Hazardous Waste Collection services expires on June 30, 2021.

Agreement Components

1. A five (5) year contract, effective July 1, 2021 through June 30, 2026.

2. Commencing on July 1, 2021 the City will pay the County $48,875.56 for Household Hazardous Waste (HHW) Collection services. The City will pay the District on a quarterly basis.

3. The District will continue a comprehensive Household Hazardous Waste Program for the safe collection, recycling, treatment, and disposal of household hazardous waste. The District's Program's central processing facility is located at the San Bernardino International Airport and supports the fifteen (15) regional collection facilities. Program services to be provided by the District include but are not limited to, administering the City's regional portion of the Used Oil Payment Program, the safe collection, recycling, treatment and disposal of household hazardous waste, and implementation of a Materials Exchange Program. The Materials Exchange Program includes providing quality-screened usable household materials, which include but are not limited to, garden products, pool supplies, cleaners, automotive products, paint, and building materials free to City residents. The District will provide all applicable reports to the State, including but not limited to Form 303 (AB939 Annual Reports). The District will coordinate and assist the City with at least two City sponsored events annually.

City's Household Hazardous Waste Element Compliance

The Agreement is consistent with the City's Household Hazardous Waste Element approved by the California Integrated Waste Management Board on January 25, 1995. Specifically, the Agreement implements programs which include periodic HHW collection events, the establishment of a permanent HHW collection facility, waste oil recycling, and public education and information.

District's Past Performance

1. To date, the City has not received any complaints about the services provided by the District's HHW Division.

2. The District HHW Division has assisted City Code Compliance on a number of occasions involving illegal household hazardous material disposal. In addition, the District HHW Division has provided assistance to the City during the Citrus Harvest Festival and Discover Highland Night.

3. The central processing facility located in the San Bernardino International Airport is open five (5) days a week from 9:00 A.M. to 4:00 P.M. as compared to the District's other collection sites which are open only one or two days a week, or twice a month.

4. Participation:

Year	Participants
2014	2,787
2015	2,768
2016	2,791
2017	2,989
2018	3,151
2019	3,285

5. The District operates fifteen (15) collection sites for twenty-three (23) cities. The only local city not participating in the County program is the City of Fontana. The City of Fontana operates its own HHW collection program for its 213,789 residents.

6. Satisfactorily administered the City's portion of Regional Used Oil Payment Program funds.

Attachment: Household Hazardous Waste Collection Agreement

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Jose Rodriguez
Telephone Number	(909) 382-5401
Contractor	City of Highland
Contractor Representative	Melissa Morgan
Telephone Number	(909) 864-6861, x230
Contract Term	July 1, 2021 through June 30, 2026
Original Contract Amount	$48,875.56 per year
Amendment Amount	
Total Contract Amount	$244,377.80
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is made and entered into between the San Bernardino County Fire Protection District, hereinafter referred to as "District" and the City of Highland hereinafter referred to as the "City."

RECITALS:

WHEREAS, the California Public Resources Code (Section 47000 *et seq.*) requires cities and counties to prepare a Household Hazardous Waste Element which identifies a program for the safe collection, recycling, treatment and disposal of hazardous wastes which are generated by households in the city or county and which should be separated from the solid waste stream; and,

WHEREAS, the County of San Bernardino and each of the cities in the County have developed Household Hazardous Waste Elements (HHWE) which identify a county-wide cooperative program for the management of Household Hazardous Waste; and,

WHEREAS, the existing Household Hazardous Waste program operated by the District is consistent with the adopted HHWE; and,

WHEREAS, the District's Division of Hazardous Materials, is a division of the District responsible for the safe

management of hazardous waste; and,

WHEREAS, the City desires for the protection, health and welfare of the public and its personnel, the removal of hazardous waste from homes so that such materials will pose no danger in the event of fire, the prevention of potential environmental degradation and the conservation of resources through recycling.

NOW, THEREFORE, in consideration of mutual covenants and conditions the parties hereto agree as follows:

WITNESSETH:

RESPONSIBILITIES AND DUTIES OF THE CITY

1. The City shall publicize to its residents the need to properly reduce, recycle, store, transport and dispose of Household Hazardous Waste and inform its residents of the availability of nearby household hazardous waste collection facilities for safe management of household hazardous waste, in the manner and form recommended by District.
2. The City shall publicize to its residents the maximum quantities of hazardous waste allowed for transportation which are containers no larger than 5 gallons and maximum quantities of 15 gallons or 125 pounds per trip brought to a household hazardous waste collection facility per participant.
3. The City shall publicize to its small businesses that need to dispose of small quantities of business waste to contact the District and make an appointment to use the Very Small Quantity Generator (VSQG) program for proper disposal.
4. The City shall publicize to its residents that home generated sharps containers shall only contain needles, lancets and syringes with a needle attached that must be completely spent (used and no liquid remaining, this includes EpiPens). The public may use 2 gallon or smaller heavy-duty plastic household containers as an alternative to plastic bio-hazard sharps containers. The container should be leak-resistant, remain upright during use and have a tight fitting, puncture-resistant lid, such as a plastic laundry detergent container. Containers consisting of glass, metal, cardboard or paper will not be accepted.

RESPONSIBILITIES AND DUTIES OF THE DISTRICT

5. The District shall continue to operate a comprehensive Household Hazardous Waste Program (Program) for the safe collection, recycling, treatment and disposal of household hazardous waste, including electronic waste, Home-generated Sharps (HGS), and pharmaceutical waste excluding controlled substances. The District program shall be based on a Central Processing Facility and a regional network of collection centers sited so as to provide safe, convenient service to the public in a cost-effective manner.

6. The District shall provide an annual report to the City, which shall include the amounts and types of waste collected, participation by jurisdiction, and final disposition of the waste.

7. The District shall compile and provide to the California Department of Resources Recycling and Recovery (CalRecycle), the Department of Toxic Substances Control, and the Certified Unified Program Agency, the City's Annual Form 303 Report. District shall also compile and submit the annual NPDES reports to the County Storm Water Programs. The report will be provided at no additional cost to the City.

8. The District shall coordinate with the City and operate two (2) public education events annually. The District shall provide to the City, flyers/brochures/education material that shall be distributed by the City

electronically. Hard copies will also be provided upon request, at no additional cost to the City.

9. The District shall charge any business that disposes of household hazardous waste the actual cost of disposal as indicated on the VSQG program. For cities or community services districts that operate their own household hazardous waste collection facility, if business waste is accepted at any satellite facility, the city or community services district will be responsible for the disposal cost of the business waste.

10. The District shall provide a biohazardous waste label to every participant that disposes of home generated sharps. The public may use 2 gallon or smaller heavy-duty plastic household containers such as a plastic laundry detergent container as an alternative to plastic bio-hazard sharps containers. The biohazardous waste label shall be placed on the rigid heavy-duty, puncture-resistant plastic container used to dispose of home generated sharps.

CONSIDERATION

11. In consideration for the services provided, City shall pay the District an amount of $12,218.89 each quarter, commencing fiscal year 2021/2022 through fiscal year 2025/2026. Payments will be due on July 15, October 15, January 15, and April 15 of each year through the term of the contract.

TERM AND TERMINATION

12. This Agreement shall be effective July 1, 2021 and shall remain in effect through June 30, 2026, but may be renewed for specified periods, unless, otherwise terminated or amended.

13. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon 90 days prior written notice to the other party.

INSURANCE AND INDEMNIFICATION

14. City and District are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

15. District agrees to indemnify, defend (with counsel reasonably approved by City) and hold harmless City, its officers, employees, agents and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including, the acts, errors or omissions of any person and for any costs or expenses incurred by 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 indemnities. The District's indemnification obligation applies to City's "active" as well as "passive" negligence but does not apply to City's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

    City agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless District, its officers, employees, agents and volunteers, from claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including, the acts, errors or omissions of any person and for any costs or expenses incurred by 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 indemnities. The City's indemnification obligation applies to District's "active" as well as "passive" negligence but does not apply to District's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event District and/or City are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, District and/or City, as applicable, shall indemnify the other to the extent of its comparative fault.

Notwithstanding indemnification for any claim, action, loss, or damage involving a third party, District and City hereby waive any and all rights of subrogation recovery against each other.

Furthermore, if District or City attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, District and City agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

GENERAL TERMS AND CONDITIONS

16. Representation of the District. In the performance of the Agreement, City, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the District.

17. Change of Address. City shall notify the District in writing of any change in mailing address within ten (10) business days of the change.

18. Agreement Assignability. Without the prior written consent of the District, the agreement is not assignable by City, either in whole or in part.

19. Agreement Amendments. City agrees that any alterations, variations, modifications, waivers, or provisions of the Agreement shall be valid only when reduced to writing, duly signed, and attached to the original Agreement and approved by the required persons of both City and District.

20. Correction of Performance Deficiencies. Failure by City or District to comply with any of the provisions, covenants, requirements or conditions of this agreement shall be a material breach of this agreement.

    In the event of a non-cured breach, either Party may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

    A. Afford the breaching Party, thereafter, a time period within which to cure the breach, which period shall be established at sole discretion of the other Party; and/or,

    B. Terminate this Contract.

21. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under INDEMNIFICATION paragraphs.

22. Venue and Governing Law. The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County Superior Court. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County Superior Court. This contract shall be governed by the laws of the State of California.

23. Notification. In the event of a problem or potential problem that will impact the level of performance under this Agreement, the City shall notify the District within one (1) working day, in writing and by telephone.

24. Former County and District Officials. City agrees to provide or has already provided information on former San Bernardino County and District administrative officials (as defined below) who are employed by or represent City. The information provided includes a list of former County and District administrative officials who terminated COUNTY or District employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of City. For purposes of this provision, "County administrative official"

is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County or District department or group head, assistant department or group head, or an employee in the Exempt Group, Management Unit, or Safety Management Unit.

25. Inaccuracies or Misrepresentations. If in the course of or the administration of this Agreement if a Party determines that the other Party has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided, this Agreement may be immediately terminated. If the Agreement is terminated according to this provision, either Party is entitled to pursue any available legal remedies.

26. Waiver. No delay on the part of either party in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof of any other power or right. No waiver by any party of any right hereunder or of any default shall be binding upon such party unless such waiver is in writing and signed by a duly authorized official of such party; and no waiver of any default or failure by such party to exercise any right hereunder shall operate as a waiver of any other or further exercise of such right or of any further default.

27. Severability. If any provisions of this agreement, or portions thereof, or the application thereof to any circumstances shall be held invalid or unenforceable, the remainder of this agreement and the application thereof to other circumstances shall nevertheless be valid.

28. Notices and Reports. Any notices shall be addressed to the respective parties as set forth below:

DISTRICT: **Monica Ronchetti**
Deputy Fire Marshal/CUPA Manager
Household Hazardous Waste Division
2824 East "W" Street
San Bernardino, CA 92415-0799

CITY: **Melissa Morgan**
Public Services Manager
City of Highland
27215 Baseline
Highland, CA 92346

29. Entire Agreement.

A. This agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms hereof and supersedes any and all prior and contemporaneous agreements and understandings.

B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

30. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterpart shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed agreement upon request.

IN WITNESS WHEREOF, the Board of Directors has caused this Agreement to be subscribed to by the Secretary thereof, and City has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month and year written.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

►

Curt Hagman, Chairman, Board of Directors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

By

Deputy

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name

(Print or type name of person signing contract)

Title

(Print or Type)

Dated:

Address

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Scott Runyan, Supervising Deputy County Counsel		
Date	Date	Date

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Melissa Morgan, Public Services Manager

SUBJECT: Community Events

RECOMMENDATION: That the City Council discuss Community Events and direct staff accordingly.

FISCAL IMPACT: None

PUBLIC NOTICE: Public notice is not required prior to the City Council taking action on this matter. However, the Agenda was posted at the three (3) locations within the City, as required by Council Resolution and on the City's Website.

BACKGROUND: Below is a list of community events typically held in the Summer. Due to the COVID-19 pandemic, staff is seeking direction from Council to initiate planning events, if desired.

Sunday, July 4, 2021 July 4th Parade
Tuesday, August 3, 2021 National Night Out

Approved _____ Motion _____ Second _____ Agenda Item No. 15

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

Betty Hughes
City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

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. 16
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
B Hughes			
City Clerk		City Manager	

STAFF REPORT

TO THE CITY COUNCIL

DATE: April 27, 2021

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. 17

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hughes
_____
City Clerk

_____
City Manager