CITY OF HIGHLAND
REGULAR MEETING OF THE CITY COUNCIL
AGENDA

REGULAR MEETING

May 25, 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.

SPECIAL NOTICE REGARDING COVID-19

In accordance with Governor Newsom's Executive Order N-25-20 and N-29-20, this meeting will be conducted through a combination of in-person and teleconference attendance of the five members of the City Council and invited staff.

In an effort to protect public health and prevent the spread of COVID-19, the City of Highland encourages the public to listen to the City Council meeting by dialing (844) 855-4444. When prompted for the Access Code, press 360803#. This will allow the public to listen to the meeting in real time.

Members of the public may also participate in the meeting in person at the City Hall Council Chambers, 27215 Base Line, Highland, CA 92346. 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 May 25, 2021, to the City Clerk at publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the May 25, 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
MAY 25, 2021 - 6:00 p.m.

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT FROM CLOSED SESSION

SPECIAL PRESENTATIONS

Beautification Award
Highland Nursery and Topiary

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 May 25, 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 – May 11, 2021 City Council Regular Meeting
   RECOMMENDATION: Approve the Minutes as submitted.

3. Minutes – May 18, 2021 City Council Special Meeting
   RECOMMENDATION: Approve the Minutes as submitted.

4. Warrant Register
   RECOMMENDATION: Approve Warrant Register No. 724 for May 25, 2021, in the amount of $1,296,583.09 and Payroll of $107,602.89.

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

6. Claim Consideration – Janie Merriam
RECOMMENDATION: George Hills Company recommends Council reject claim.

7. Street and Drainage Maintenance District 96-1 – Annual Report (Fiscal Year 2021/22)
RECOMMENDATION: That the City Council:
   1. Adopt Resolution No. 2021-_____ giving preliminary approval of the Annual Report; and
   2. Adopt Resolution No. 2021-_____ setting June 22, 2021, as the date of the protest hearing.

8. Consolidated Landscape and Lighting District 96-1 – Annual Report (Fiscal Year 2021/22)
RECOMMENDATION: That the City Council:
   1. Adopt Resolution No. 2021-_____ giving preliminary approval of the Annual Report; and
   2. Adopt Resolution No. 2021-_____ setting June 22, 2021, as the date of the protest hearing.

9. A Special Event Permit (SEP 21-002) by Immanuel Baptist Church for a 4th of July Community Event and Request for Co-sponsorship
RECOMMENDATION: That the City Council consider the following actions:
   1. Approve the Special Event Permit (SEP 21-002) subject to the conditions of approval; and
   2. Approve a request by Immanuel Baptist Church for co-sponsorship and waiving of City Police fees and Public Works traffic control in the amount of approximately $9,617.28.

CITY COUNCIL PUBLIC HEARING

The order of business for Public Hearings shall be:

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

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

No public hearing.

CITY COUNCIL LEGISLATIVE

10. An Appeal (APP 21-001) of the Historic and Cultural Preservation Board's Partial Denial of Certificate of Appropriateness (COA 21-002); Installation of a Six Foot (6') Tall White Vinyl Fence at a Single-Family Home in the Highland Historic District
RECOMMENDATION: That the City Council:
    1. Consider an Appeal of the Historic and Cultural Preservation Board's partial denial of Certificate of Appropriateness (COA 21-002); installation of a six foot (6') tall white vinyl fence.

11. Appoint One Member of the Public to the Historic and Cultural Preservation Board
RECOMMENDATION: That the City Council appoint one (1) member of the public to the Historic and Cultural Preservation Board.

12. Issuance of Special Tax Refunding Bonds, Series 2021 for Community Facilities District No. 2001-1
RECOMMENDATION: That the City Council:
    1. Adopt Resolution No. 2021-_____ acting for itself and as the Legislative Body of the City of Highland Community Facilities District No. 2001-1, authorizing the issuance of special tax refunding bond and the execution and delivery of related documents and taking related actions.

13. Amendment to Measure I Five-Year Capital Improvement Program (Fiscal Years 2020/2021 through 2024/2025
RECOMMENDATION: That the City Council adopt Resolution No. 2021-_____ approving the Amended Measure I Five-Year Capital improvement Program (Fiscal Years 2020/2021 through 2024/2025.

14. City Manager Report and Comments (Work Program, Regional/Legislative/ Development Issues, Subcommittees, etc.)
RECOMMENDATION: Discussion and possible action.

15. 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
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 May 20, 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: May 20, 2021

Betty Hughes

Betty Hughes, MMC
City Clerk

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 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 _____

B Hughes

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 2021

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Minutes – May 11, 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 _____		

D Hughes

City Clerk

City Manager

MINUTES
CITY COUNCIL REGULAR MEETING
MAY 11, 2021

This meeting was conducted as a combination of in-person and teleconference attendance of the five members of the City Council in the Donahue Council Chambers, 27215 Base Line, Highland, California. All votes during the meeting were conducted by roll call.

CALL TO ORDER

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

The invocation was given by Mayor Pro Tem McCallon and the Pledge of Allegiance was also led by Mayor Pro Tem McCallon.

ROLL CALL

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

REPORT FROM CLOSED SESSION

No meeting.

SPECIAL PRESENTATIONS

None

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

None

CITY COUNCIL CONSENT CALENDAR

A MOTION was made by Council Member Solano, seconded by Council Member Chavez, to approve the consent calendar as submitted with Council Member Timmer abstaining from Item #2. Motion carried on a roll call vote, 5-0.

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

2. Minutes – April 27, 2021 City Council Regular Meeting
   Approved the Minutes as submitted.

3. Warrant Register
Approved Warrant Register No. 723 for May 11, 2021, in the amount of $3,820,794.84 and Payroll of $106,797.38.

4. Claim Consideration – Elinda Hubbard
Rejected claim.

5. Claim Consideration – Antonia West
Rejected claim.

6. Records Destruction Authorization
Approved the destruction of certain records.

7. Contract Renewal – 2018-12, "Facilities and Parks Janitorial Service"
Approved extension of the Facilities and Parks Janitorial Maintenance contract 2018-12 with Base Line Hill, Inc., dba Jan Point for one year.

8. Contract Renewal – 2017-01 Landscape Maintenance District and Annexes
Extended the Landscape Maintenance Districts Maintenance agreement with RP Landscape & Irrigation, Inc., for one year.

CITY COUNCIL PUBLIC HEARING

No public hearing.

CITY COUNCIL LEGISLATIVE

9. Amendment No. 7 to the Waste Disposal Agreement with the County of San Bernardino

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 approve and authorize the Mayor to execute Amendment No. 7 to the Waste Disposal Agreement ("WDA") between the City of Highland and the County of San Bernardino. Motion carried on a roll call vote, 5-0.

10. FY 2021-22 Senate Bill 1 Projects List

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 adopt Resolution No. 2021-009 approving the list of projects for Fiscal Year 2021-22 funded by SB 1: The Road Repair and Accountability Act of 2017. Motion carried on a roll call vote, 5-0.

RESOLUTION NO. 2021-009
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

City Manager Hughes stated on May 4, the Planning Commission approved a 22,000 square foot inline retail center at the southeast corner of Victoria and Pacific Avenues. The center will include small retail stores, office uses and a small restaurant. The City's free CGI promotional videos, he mentioned this at the last Council meeting, have now been finalized and they are going to be uploaded to the City's website next week. So, we will have updated videos on there. CDBG Overlay Construction update, the pavement rehabilitation of Elmwood Road, Base Line to Fisher Street, Walker Street, Sterling Avenue to the east end, Elm Street, 6th Street, 9th Street, Del Rosa Avenue, 4th Street to 5th Street, Central Avenue and 5th Street to 9th Street is on schedule. The contractor is COPP Contracting, Inc., and all the concrete work and localized pavement repairs have been completed. This week they will perform crack repair, crack sealing, pavement grinding, and this will be in preparation of the rubber asphalt overlay. This work will start the week of May 17. Affected residents will receive a notice this week about the upcoming pavement work. Final paving, adjustment of manhole covers, and striping is anticipated to be completed by May 28. We thank all the residents in the area for their patience during this construction. There will be a Blood Drive on May 24 at the Highland Police Station from 11am to 4pm. The American Legion will be having a small Memorial Day ceremony this year at the Memorial Park, and you are all invited to attend. He does not have a time just yet; we are waiting for a flyer but is usually at 9am. Just an update on Burrtec, illegal dumping work orders for the month of April, they did 275 illegal pickups. Some fire stats from our Fire Department and medical aid for the month of April, they had 586 total alarms, 413 medical aids, 47 traffic collisions, 15 public assistance, 5 hazmat responses, 5 fire stand-by responses, 24 structure fires, 16 vegetation fires, 31 miscellaneous fires, and 20 ringing alarms. The Sheriff's Department, for the last two weeks, April 26 to May 9, they had a total of 2,023 calls, 135 total reports, and they had 97 arrests. He also wanted to bring Council up to date on some COVID information. 296,000 cases county-wide, everything is slowing down which is great, and in the City of Highland we have had 8,143 cases. Testing county-wide is now over 3 million tests conducted with 77,00 conducted in the City of Highland. There have been 4,495 deaths county-wide with 126 in the City of Highland. Vaccinations, county-wide, first doses 726,000 and fully vaccinated 571,000. Hospitalization has really been coming down, there are 63 people who are hospitalized right now in the County and if you recall the peak, at one time, was 1,785. So, it is really coming down. The ICU is down, county-wide, 23 people in ICU which is down from a peak of 363. We are still in the orange tier; however, we are back into the yellow tier in two out of the three matrix criteria. The third matrix is really starting to come down as well, and he knows Orange County has just met the criteria for yellow. LA county has also met the criteria for yellow, so southern California is actually looking pretty

good now. He has not heard any more information on this since early April, but the Governor is still estimating June 15 for the removal of the tier system in the State. What that means is there are still going to be regulations and requirements, but the tier system is going to go away, and they will be more likely to be reliant on the CDC guidelines at that point. Vaccine appointments are still available to those who are 16 years and older. Appointments can be made at www.SBCOVID19.com/vaccine and general COVID-19 information can be found at www.sanbernardinocovid.com or by calling the County hotline at (909) 387-3911. Just a reminder, in your packet that you received for this Council meeting, you also received a packet for the upcoming Study Session and Closed Session. On May 18 we will have a 4pm Closed Session and at 4:15pm we will have a Study Session for the budget. Please make sure you hold on to this document and bring it to the meeting on May 18.

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

Mayor Pro Tem McCallon was glad to see that the Community projects that were sent forward by Congressman Obernolte. He noticed over at SBCTA there were a number of projects from around the County that they had provided support letters for and he did not see any for Highland. He does not know if we asked for them or not.

City Manager Hughes stated we did not, we just asked for letters from the Airport, and it was really all we needed. We got the number one and number two requests.

Mayor Lilburn stated she would like to mention again that the American Legion Hall is going to be doing the Memorial Day event at our Memorial Park. On May 7 she had the opportunity to attend Warm Spring Elementary School's Grab and Go Ice Cream Event to honor those children who read above and beyond. They had an amazing turn out and she attended to represent the City of Highland.

ANNOUNCEMENTS

None

CLOSED SESSION

None

ADJOURN

There being no further business, Mayor Lilburn adjourned the meeting at 6:22 p.m.

Submitted By:

Betty Hughes, MMC
City Clerk

Approved By:

Penny Lilburn
Mayor

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 2021

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Minutes – May 18, 2021 Special Meeting

RECOMMENDATION: Approve the minutes as submitted.

Approved _____	Motion _____	Second _____	Agenda Item No. 3
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

B Hughes

City Clerk

City Manager

MINUTES
CITY COUNCIL SPECIAL MEETING
MAY 18, 2021

This meeting was conducted as a combination of in-person and teleconference attendance of the five members of the City Council in the Donahue Council Chambers, 27215 Base Line, Highland, California. All votes during the meeting were conducted by roll call.

CALL TO ORDER

The special meeting of the City Council of the City of Highland was called to order at 4:00 p.m. by Mayor Lilburn.

PUBLIC COMMENT

None

ROLL CALL

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

CLOSED SESSION

At 4:00 p.m., City Manager Hughes read the City Council into closed session regarding the following:

CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6 regarding the following:
Agency Negotiator: Joseph Hughes, City Manager
Employee Organization: unrepresented employees

At 4:15 p.m., the City Council adjourned closed session making no announcements.

ADJOURN

There being no further business, Mayor Lilburn adjourned the meeting at 4:15 p.m.

Submitted By:

Betty Hughes, MMC
City Clerk

Approved By:

Penny Lilburn
Mayor

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 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 #724

RECOMMENDATION: City Council to approve Warrant Register #724; Warrants in the amount of $1,296,583.09 and Payroll in the amount of $107,602.89.

FISCAL IMPACT: The total of Cash and Expenditures is $1,404,185.98.

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

BACKGROUND: See Printouts Attached.

Approved _____ Motion_____ Second _____ Agenda Item No. 4

Denied _____ Ayes_____

Continued_____ Noes _____ File No. _____

Tabled_____ Abstain_____

Absent_____

City Clerk

City Manager

CITY OF HIGHLAND

WARRANT REGISTER #724

May 25, 2021

Warrants:

5/7/2021	Payroll Wire #571-574 & Ck #82881-82882	59,417.92
5/11/2021	Ck#82883-82932	1,153,755.67
5/18/2021	Ck#82933-82962	83,409.50
	Total Warrants	$ 1,296,583.09

Payroll:

5/7/2021	Direct Deposits #10682-10722	107,047.24
5/7/2021	Ck #631-632	555.65
	Total Payroll	$ 107,602.89
	Total Warrants & Payroll	**$ 1,404,185.98**

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
571	5/7/2021	000003 ICMA RETIREMENT TRUST-457	ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment 001.1170	7,407.58
			ICMA DEFERRED COMP 457: Payment 004.1170	937.12
			ICMA DEFERRED COMP 457: Payment 010.1170	800.00
			ICMA DEFERRED COMP 457: Payment 012.1170	12.50
			ICMA DEFERRED COMP 457: Payment 016.1170	12.50
			ICMA DEFERRED COMP 457: Payment 041.1170	311.32
			ICMA DEFERRED COMP 457: Payment 070.1170	237.06
			Total :	**9,718.08**
572	5/7/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	EPMC: PAYMENT	
			EPMC: Payment 001.1145	599.99
			EPMC: Payment 004.1145	94.39
			EPMC: Payment 006.1145	19.57
			EPMC: Payment 010.1145	23.75
			EPMC: Payment 012.1145	2.34
			EPMC: Payment 016.1145	2.34
			EPMC: Payment 023.1145	6.55
			EPMC: Payment 024.1145	0.55
			EPMC: Payment 041.1145	31.21

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
572	5/7/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			EPMC: Payment 042.1145	11.41
			EPMC: Payment 070.1145	51.37
			PERS: Payment 001.1145	14,281.68
			PERS: Payment 004.1145	2,338.28
			PERS: Payment 006.1145	643.55
			PERS: Payment 010.1145	832.31
			PERS: Payment 012.1145	172.09
			PERS: Payment 016.1145	172.06
			PERS: Payment 023.1145	93.53
			PERS: Payment 024.1145	19.04
			PERS: Payment 041.1145	445.93
			PERS: Payment 042.1145	311.54
			PERS: Payment 070.1145	734.08
			PERS SURVIVOR: Payment 001.1145	25.72
			PERS SURVIVOR: Payment 004.1145	4.06
			PERS SURVIVOR: Payment 006.1145	1.32
			PERS SURVIVOR: Payment 010.1145	1.07
			PERS SURVIVOR: Payment 012.1145	0.56

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
572	5/7/2021	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			PERS SURVIVOR: Payment	
			016.1145	0.56
			PERS SURVIVOR: Payment	
			023.1145	0.23
			PERS SURVIVOR: Payment	
			024.1145	0.04
			PERS SURVIVOR: Payment	
			041.1145	0.33
			PERS SURVIVOR: Payment	
			042.1145	0.82
			PERS SURVIVOR: Payment	
			070.1145	0.63
			Total :	**20,922.90**
573	5/7/2021	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT	
			FEDERAL TAXES: Payment	
			001.1120	12,350.49
			FEDERAL TAXES: Payment	
			004.1120	1,666.94
			FEDERAL TAXES: Payment	
			006.1120	630.39
			FEDERAL TAXES: Payment	
			010.1120	505.93
			FEDERAL TAXES: Payment	
			012.1120	65.28
			FEDERAL TAXES: Payment	
			016.1120	65.27
			FEDERAL TAXES: Payment	
			023.1120	55.26
			FEDERAL TAXES: Payment	
			024.1120	14.98
			FEDERAL TAXES: Payment	
			041.1120	438.67
			FEDERAL TAXES: Payment	
			042.1120	195.27
			FEDERAL TAXES: Payment	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
573	5/7/2021	000119 INTERNAL REVENUE SERVICE	(Continued)	
			070.1120 SOCIAL SECURITY: Payment	661.79
			001.1140 MEDICARE: Payment	591.32
			001.1140 MEDICARE: Payment	3,106.82
			004.1140 MEDICARE: Payment	477.60
			006.1140 MEDICARE: Payment	146.18
			010.1140 MEDICARE: Payment	163.76
			012.1140 MEDICARE: Payment	40.92
			016.1140 MEDICARE: Payment	40.92
			023.1140 MEDICARE: Payment	18.88
			024.1140 MEDICARE: Payment	4.44
			041.1140 MEDICARE: Payment	78.44
			042.1140 MEDICARE: Payment	73.64
			070.1140	128.98
			Total :	**21,522.17**
574	5/7/2021	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT STATE TAXES: Payment	
			001.1130 STATE TAXES: Payment	4,929.67
			004.1130 STATE TAXES: Payment	705.00
			006.1130 STATE TAXES: Payment	246.90
			010.1130	251.80

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
574	5/7/2021	000001 CALIF STATE EMPLOYMENT	(Continued)	
			STATE TAXES: Payment	
			012.1130	24.20
			STATE TAXES: Payment	
			016.1130	24.19
			STATE TAXES: Payment	
			023.1130	14.53
			STATE TAXES: Payment	
			024.1130	5.14
			STATE TAXES: Payment	
			041.1130	179.65
			STATE TAXES: Payment	
			042.1130	76.23
			STATE TAXES: Payment	
			070.1130	255.15
			Total :	**6,712.46**
82881	5/7/2021	003804 AFLAC WWHQ	AFLAC ACCIDENT INSURANCE: PAYMENT	
			AFLAC DENTAL: Payment	
			041.1181	1.66
			AFLAC DENTAL: Payment	
			070.1181	0.57
			AFLAC SPECIFIED HEALTH INS: Payment	
			001.1181	2.98
			AFLAC SPECIFIED HEALTH INS: Payment	
			012.1181	1.48
			AFLAC SPECIFIED HEALTH INS: Payment	
			016.1181	1.48
			AFLAC HOSPITAL INSURANCE: Payment	
			016.1181	6.71
			AFLAC ACCIDENT INSURANCE: Payment	
			001.1181	109.94
			AFLAC ACCIDENT INSURANCE: Payment	
			004.1181	12.82
			AFLAC ACCIDENT INSURANCE: Payment	
			012.1181	3.57
			AFLAC ACCIDENT INSURANCE: Payment	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82881	5/7/2021	003804 AFLAC WWHQ	(Continued)	
			016.1181 AFLAC ACCIDENT INSURANCE: Payment	3.56
			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	24.69
			012.1181 AFLAC DISABILITY INSURANCE: Payment	6.30
			016.1181 AFLAC DISABILITY INSURANCE: Payment	6.30
			024.1181 AFLAC HOSPITAL INSURANCE: Payment	0.51
			001.1181 AFLAC DENTAL: Payment	73.59
			001.1181 AFLAC DENTAL: Payment	27.87
			004.1181 AFLAC HOSPITAL INSURANCE: Payment	0.56
			012.1181	6.70
			Total :	**527.31**
82882	5/7/2021	000433 ARROWHEAD UNITED WAY	ARROWHEAD UNITED WAY: PAYMENT ARROWHEAD UNITED WAY: Payment	
			041.1180 ARROWHEAD UNITED WAY: Payment	2.25
			004.1180 ARROWHEAD UNITED WAY: Payment	0.77
			070.1180 ARROWHEAD UNITED WAY: Payment	0.72
			001.1180	11.26

Bank code : wfb

Voucher	Date	Vendor		Description/Account		Amount
82882	5/7/2021	000433	000433 ARROWHEAD UNITED WAY	(Continued)	Total :	15.00
6 Vouchers for bank code : wfb					Bank total :	59,417.92
6 Vouchers in this report					Total vouchers :	59,417.92

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82883	5/11/2021	000030 SAN BERNARDINO COUNTY SHERIFFS	POLICE SERVICES-MAY		
			POLICE SERVICES-MAY		
			001.2000.4560		891,763.00
				Total :	**891,763.00**
82884	5/11/2021	000043 BALLARD PLUMBING HEATING & AIR	STATION #3 MAINTENANCE		
			STATION #3 MAINTENANCE		
			028.2050.4070		87.50
			STATION #3 MAINTENANCE		
			029.2100.4070		87.50
				Total :	**175.00**
82885	5/11/2021	000068 CITY CLERK'S ASSOCIATION OF CA	REDISTRICTING CONFERENCE-HUGHES		
			REDISTRICTING CONFERENCE-HUGHES		
			001.1200.4330		30.00
				Total :	**30.00**
82886	5/11/2021	000085 EAST VALLEY WATER DISTRICT	BEATTIE-IRRIGATION-APR		
			BEATTIE-IRRIGATION-APR		
			001.6000.4030		4,354.71
			LMD 35-APR		
			LMD 35-APR		
			012.8500.4030		73.03
			LMD-OO BASELINE-APR		
			LMD-OO BASELINE-APR		
			012.8500.4030		204.14
			LMD B 39-APR		
			LMD B 39-APR		
			012.8500.4030		302.27
			LMD 02 A-APR		
			LMD 02 A-APR		
			012.8500.4030		111.97
			LMD 02 B-APR		
			LMD 02 B-APR		
			012.8500.4030		497.81
			LMD 02 C-APR		
			LMD 02 C-APR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82886	5/11/2021	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			012.8500.4030 LMD 02 D-APR LMD 02 D-APR	335.38
			012.8500.4030 LMD 02 E-APR LMD 02 E-APR	198.09
			012.8500.4030 LMD 03 BASELINE-APR LMD 03 BASELINE-APR	72.81
			012.8500.4030 LMD 03 YARNELL-APR LMD 03 YARNELL-APR	159.64
			012.8500.4030 LMD 06-APR LMD 06-APR	52.76
			012.8500.4030 LMD 13-APR LMD 13-APR	41.71
			012.8500.4030 LMD 36-APR LMD 36-APR	378.93
			012.8500.4030 LMD B-39-APR LMD B-39-APR	185.26
			012.8500.4030 LMD B-39-APR LMD B-39-APR	687.87
			012.8500.4030 LMD 48-APR LMD 48-APR	130.23
			012.8500.4030 LMD 48B-APR LMD 48B-APR	724.38
			012.8500.4030 LMD 70-APR LMD 70-APR	592.96
			012.8500.4030	148.72

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82886	5/11/2021	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			CANYON OAKS PARK-APR	
			CANYON OAKS PARK-APR	
			016.8540.4030	453.87
			LMD 01 A-APR	
			LMD 01 A-APR	
			012.8500.4030	96.52
			LMD 01 B-APR	
			LMD 01 B-APR	
			012.8500.4030	62.59
			LMD 08-APR	
			LMD 08-APR	
			012.8500.4030	292.05
			LMD 20 BASELINE-APR	
			LMD 20 BASELINE-APR	
			012.8500.4030	148.72
			LMD 20 STREATER-APR	
			LMD 20 STREATER-APR	
			012.8500.4030	99.74
			LMD 22-APR	
			LMD 22-APR	
			012.8500.4030	181.47
			LMD 30-APR	
			LMD 30-APR	
			012.8500.4030	467.70
			LMD 31-APR	
			LMD 31-APR	
			012.8500.4030	253.73
				Total : **11,309.06**
82887	5/11/2021	000108 HIGH TECH SECURITY	FS#1-3: SECURITY CAMERAS	
			FS#1-3: SECURITY CAMERAS	
			028.2050.4203	1,894.35
			FS#1-3: SECURITY CAMERAS	
			029.2100.4203	1,894.36
			FS#1-3: SECURITY CAMERAS	
			FS#1-3: SECURITY CAMERAS	
			028.2050.4203	1,785.90

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82887	5/11/2021	000108 HIGH TECH SECURITY	(Continued)	
			FS#1-3: SECURITY CAMERAS	
			029.2100.4203	1,785.90
			FS#1-3: SECURITY CAMERAS	
			FS#1-3: SECURITY CAMERAS	
			028.2050.4203	1,894.36
			FS#1-3: SECURITY CAMERAS	
			029.2100.4203	1,894.35
			BURG SYSTEMS-JUN	
			CITY HALL MONIT/MAINT-JUN	
			042.9510.4066	80.00
			COMMUNITY PARK MONIT/MAINT-JUN	
			001.6000.4066	40.00
			CORP YARD MONIT/MAINT-JUN	
			004.8310.4066	45.00
			COMMUNITY PARK CELL SERVICE FOR	
			001.6000.4066	15.00
			FIRE SYSTEMS-JUN	
			CITY HALL MONIT/MAINT-JUN	
			042.9510.4066	50.00
			LIBRARY/YMCA MONIT/MAINT-JUN	
			001.6000.4066	100.00
			CORP YARD MONIT/MAINT/CELL CARD-JUN	
			004.8310.4066	85.00
			FIRE STATION #3 MONIT/MAINT-JUN	
			028.2050.4066	25.00
			FIRE STATION #3 MONIT/MAINT-JUN	
			029.2100.4066	25.00
			POLICE MONIT/MAINT/CELL BACK UP/24 HOUR	
			001.2000.4066	85.00
			CCTV SYSTEMS-JUN	
			CITY HALL MAINT-JUN	
			042.9510.4066	25.00
			AURANTIA PARK MAINT-JUN	
			001.6000.4066	25.00
			CORP YARD MAINT-JUN	
			004.8310.4066	25.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82887	5/11/2021	000108 HIGH TECH SECURITY	(Continued)		
			COMMUNITY PARK MAINT-JUN		
			001.6000.4066		50.00
			CANYON OAKS PARK MAINT-JUN		
			016.8540.4066		25.00
				Total :	11,849.22
82888	5/11/2021	000127 K & L HARDWARE	CITY HALL SUPPLIES		
			CITY HALL SUPPLIES		
			042.9510.4070		26.92
			ROAD OIL SPILL CLEAN UP		
			ROAD OIL SPILL CLEAN UP		
			004.8310.4206		24.76
			CORP YARD SUPPLIES		
			CORP YARD SUPPLIES		
			004.8310.4206		122.77
			ELC SUPPLIES		
			ELC SUPPLIES		
			001.6000.4206		10.78
			STATION #3 SUPPLIES		
			STATION #3 SUPPLIES		
			028.2050.4070		7.00
			STATION #3 SUPPLIES		
			029.2100.4070		7.00
			CORP YARD SUPPLIES		
			CORP YARD SUPPLIES		
			004.8310.4206		12.90
			POLICE SUPPLIES		
			POLICE SUPPLIES		
			001.2000.4070		6.43
				Total :	218.56
82889	5/11/2021	000143 COMMUNITY WORKS DESIGN GROUP	SPR0601A-MAR		
			SPR0601A-MAR		
			001.4100.4547		620.00
			PLAN CHECK-MAR		
			PLAN CHECK-MAR		
			001.4100.4547		155.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82889	5/11/2021	000143 COMMUNITY WORKS DESIGN GROUP	(Continued)	
			SPR20002-MAR	
			SPR20002-MAR	
			001.4100.4547	155.00
			TTM18001-MAR	
			TTM18001-MAR	
			001.4100.4547	155.00
			TTM14001-MAR	
			TTM14001-MAR	
			001.4100.4547	155.00
			Total :	**1,240.00**
82890	5/11/2021	000165 AT&T	POLICE ALARM-APR	
			POLICE ALARM-APR	
			001.2000.4060	957.70
			Total :	**957.70**
82891	5/11/2021	000165 AT&T	CORP YARD-APR	
			CORP YARD-APR	
			004.8310.4060	625.85
			Total :	**625.85**
82892	5/11/2021	000165 AT&T	CITY HALL-APR	
			CITY HALL-APR	
			042.9510.4060	461.37
			Total :	**461.37**
82893	5/11/2021	000165 AT&T	BASELINE LITTLE LEAGUE-APR	
			BASELINE LITTLE LEAGUE-APR	
			001.6000.4060	461.34
			Total :	**461.34**
82894	5/11/2021	000165 AT&T	CITY HALL-APR	
			CITY HALL-APR	
			042.9510.4060	461.34
			Total :	**461.34**
82895	5/11/2021	000165 AT&T	WHITE PAGES-MAY	
			WHITE PAGES-MAY	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82895	5/11/2021	000165 AT&T	(Continued)		
			042.9510.4060		18.17
				Total :	**18.17**
82896	5/11/2021	000197 U.S. BANK	2015 TAB ADMIN 04/21-03/22		
			2015 TAB ADMIN 04/21-03/22		
			089.8090.4554		2,200.00
				Total :	**2,200.00**
82898	5/11/2021	000203 SOUTHERN CALIFORNIA EDISON	CITY HALL-APR		
			CITY HALL-APR		
			042.9510.4010		584.44
			EVC STATIONS- APR		
			EVC STATIONS- APR		
			042.9510.4012		309.73
			POLICE STATION-APR		
			POLICE STATION-APR		
			001.2000.4010		4,548.69
			LMD#48C-APR		
			LMD#48C-APR		
			012.8500.4010		15.40
			STATION #3-APR		
			STATION #3-APR		
			028.2050.4010		639.44
			STATION #3-APR		
			029.2100.4010		639.44
			LMD #55-APR		
			LMD #55-APR		
			012.8500.4010		15.22
			CITY HALL-APR		
			CITY HALL-APR		
			042.9510.4010		550.29
			LS#1-APR		
			LS#1-APR		
			013.8510.4011		13.66
			STATION #2-APR		
			STATION #2-APR		
			028.2050.4010		152.57

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82898	5/11/2021	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			STATION #2-APR	
			029.2100.4010	152.57
			CUNNINGHAM PARK-APR	
			CUNNINGHAM PARK-APR	
			016.8540.4010	15.40
			AURANTIA PARK-APR	
			AURANTIA PARK-APR	
			001.6000.4010	62.86
			HIGHLAND COMMUNITY PARK-APR	
			HIGHLAND COMMUNITY PARK-APR	
			001.6000.4010	777.24
			CORP YARD-APR	
			CORP YARD-APR	
			004.8310.4010	669.36
			CANYON OAK PARK-APR	
			CANYON OAK PARK-APR	
			016.8540.4010	17.92
			LIBRARY/ELC-APR	
			LIBRARY/ELC-APR	
			001.6000.4010	3,433.73
			SEELEY PARK-APR	
			SEELEY PARK-APR	
			016.8540.4010	16.01
			LS#2-APR	
			LS#2-APR	
			013.8510.4011	952.55
			LMD'S-APR	
			LMD'S-APR	
			012.8500.4010	582.12
			LS2-B-APR	
			LS2-B-APR	
			013.8510.4011	16.22
			HIGHLAND AVE ALPR-APR	
			HIGHLAND AVE ALPR-APR	
			001.2000.4062	13.25
			LS#3-APR	
			LS#3-APR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82898	5/11/2021	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			013.8510.4011 STATION #1-APR STATION #1-APR	883.24
			028.2050.4010 STATION #1-APR	270.44
			029.2100.4010 LS#3-APR LS#3-APR	270.43
			013.8510.4011 LS#3-APR LS#3-APR	19.17
			013.8510.4011 LS-3 METERS-APR LS-3 METERS-APR	16.73
			013.8510.4011 LS-3 METERS-APR LS-3 METERS-APR	52.47
			013.8510.4011 LS#3-APR LS#3-APR	242.96
			013.8510.4011 SIGNALS-APR SIGNALS-APR	91.30
			004.8310.4580 SIGNALS-APR SIGNALS-APR	2,455.47
			004.8310.4580 SIGNALS-APR	35.59
			013.8510.4011 OAK CREEK PARK-APR OAK CREEK PARK-APR	30.93
			016.8540.4010 LMD#48C-APR LMD#48C-APR	14.48
			012.8500.4010 LMD#48B-APR LMD#48B-APR	258.23

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82898	5/11/2021	000203 SOUTHERN CALIFORNIA EDISON	(Continued)		
			012.8500.4010 UPLIGHTING LMD 48-APR UPLIGHTING LMD 48-APR		15.83
			012.8500.4010 UPLIGHTING LMD 48-APR		2.86
			013.8510.4011 HIHGLAND AVE ALPR-APR HIHGLAND AVE ALPR-APR		30.82
			001.2000.4062 BASELINE MEDIAN-APR BASELINE MEDIAN-APR		13.51
			004.8310.4010 BASELINE MEDIAN-APR BASELINE MEDIAN-APR		17.06
			004.8310.4010 LS 2 B CITY WIDE STREET LIGHTS-APR LS 2 B CITY WIDE STREET LIGHTS-APR		15.54
			013.8510.4011		25,173.70
				Total :	**44,088.87**
82899	5/11/2021	000222 UNDERGROUND SERVICE ALERT	MONTHLY DIG ALERT FEE MONTHLY DIG ALERT FEE		
			004.8310.4553 MONTHLY DIG ALERT FEE MONTHLY DIG ALERT FEE		810.25
			004.8310.4553		70.01
				Total :	**880.26**
82900	5/11/2021	000233 WAXIE SANITARY SUPPLY	PD: JANITORIAL SUPPLIES PD: JANITORIAL SUPPLIES		
			001.2000.4055		129.95
				Total :	**129.95**
82901	5/11/2021	000237 WILLDAN ASSOCIATES	OLA18001 CON (CM) MSRI-MAR OLA18001 CON (CM) MSRI-MAR		
			017.8350.6550 STR11005 CE RDA04-MAR		997.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82901	5/11/2021	000237 WILLDAN ASSOCIATES	(Continued)		
			STR11005 CE RDA04-MAR		
			010.3830.6530		561.46
			STR11006 CE RDA04-MAR		
			STR11006 CE RDA04-MAR		
			010.3830.6530		561.46
				Total :	**2,119.92**
82902	5/11/2021	000291 HIGHLAND COMMUNITY NEWS	NEWSPAPER PUBLICATIONS		
			NEWSPAPER PUBLICATIONS		
			001.1200.4300		1,474.38
				Total :	**1,474.38**
82903	5/11/2021	000324 DIB'S SAFE & LOCK SERVICE	DUPLICATE KEYS		
			DUPLICATE KEYS		
			001.2000.4070		52.49
				Total :	**52.49**
82904	5/11/2021	000744 D&T AUTO REPAIR	VEH#120: SERVICE		
			VEH#120: SERVICE		
			001.6100.4206		284.56
			VEH#120: SERVICE		
			015.8530.4206		284.55
				Total :	**569.11**
82905	5/11/2021	000774 ARROWHEAD CREDIT UNION-DEPT 91	CDBG: HIGHLAND GROCERY DELIVERY PROGRAM		
			CDBG: HIGHLAND GROCERY DELIVERY PROGRAM		
			006.8400.4353		-99.00
			CDBG: HIGHLAND GROCERY DELIVERY PROGRAM		
			CDBG: HIGHLAND GROCERY DELIVERY PROGRAM		
			006.8400.4353		99.00
			CDBG: HIGHLAND GROCERY DELIVERY PROGRAM		
			CDBG: HIGHLAND GROCERY DELIVERY PROGRAM		
			006.8400.4353		99.00
				Total :	**99.00**
82906	5/11/2021	000970 SOUTH COAST AQMD	AQMD FEES-POLICE STATION		
			AQMD FEES-POLICE STATION		
			001.2000.4222		137.63

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82906	5/11/2021	000970 000970 SOUTH COAST AQMD	(Continued)	Total :	137.63
82907	5/11/2021	000979 VERIZON WIRELESS	AIR CARDS-APR		
			AIR CARDS-APR		
			001.2000.4061		76.02
			CELL PHONES-MAY		
			CELL PHONES-MAY		
			001.2000.4061		163.32
			AIR CARDS-MAY		
			001.2000.4062		1,064.34
			CELL PHONES-MAY		
			001.3200.4061		65.85
			CELL PHONES-MAY		
			001.4200.4061		85.67
			AIR CARDS-MAY		
			001.4500.4062		114.03
			CELL PHONES-MAY		
			001.4600.4061		118.98
			AIR CARDS-MAY		
			001.4600.4062		114.03
			CELL PHONES-MAY		
			001.6000.4061		78.23
			CELL PHONES-MAY		
			001.6010.4061		28.73
			CELL PHONES-MAY		
			001.6020.4061		27.63
			CELL PHONES-MAY		
			004.8310.4061		147.52
			AIR CARDS-MAY		
			004.8310.4062		76.02
			CELL PHONES-MAY		
			028.2050.4061		142.25
			AIR CARDS-MAY		
			028.2050.4062		266.07
			CELL PHONES-MAY		
			042.9510.4061		360.26
				Total :	2,928.95

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82908	5/11/2021	001082 CHRISP COMPANY	STR20004 PPE#1-CON GCF-JAN		
			STR20004 PPE#1-CON GCF-JAN		
			023.3890.6550		77,864.00
			STR20004 PPE#1-CON RET GCF-JAN		
			STR20004 PPE#1-CON RET GCF-JAN		
			023.1350		-3,893.20
				Total :	**73,970.80**
82909	5/11/2021	001439 OFFICE SOLUTIONS	OFFICE SUPPLIES		
			OFFICE SUPPLIES		
			001.1200.4200		89.03
				Total :	**89.03**
82910	5/11/2021	001476 TIME WARNER CABLE	CITY HALL TELE/INT-MAY		
			CITY HALL TELE/INT-MAY		
			042.9510.4065		1,640.17
				Total :	**1,640.17**
82911	5/11/2021	001618 INNOVATIVE FEDERAL STRATEGIES	PROFESSIONAL SERVICES-APR		
			PROFESSIONAL SERVICES-APR		
			023.3890.4554		3,000.00
				Total :	**3,000.00**
82912	5/11/2021	002190 ENGINEERING RESOURCES OF SO CA	CUP 17-002 FEB		
			CUP 17-002 FEB		
			001.3200.4551		411.88
			MOTEL 6 PROJECT JUL		
			MOTEL 6 PROJECT JUL		
			001.3200.4551		373.10
			DRA 16-014 AUG		
			DRA 16-014 AUG		
			001.3200.4551		9.46
			CUP 17-002 AUG		
			CUP 17-002 AUG		
			001.3200.4551		211.78
			TR 18993 MEDITERRA SEP		
			TR 18993 MEDITERRA SEP		
			001.3200.4551		3,630.00
			LLA20002-APR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82912	5/11/2021	002190 ENGINEERING RESOURCES OF SO CA	(Continued)	
			LLA20002-APR	
			001.3200.4551	
			DRA 16-003 SEP	907.30
			DRA 16-003 SEP	
			001.3200.4551	
			DRA 19-002 APR	910.00
			DRA 19-002 APR	
			001.3200.4551	
			TR 18893 MEDITERRA OCT	159.75
			TR 18893 MEDITERRA OCT	
			001.3200.4551	
			TR 18893 MEDITERRA NOV	718.95
			TR 18893 MEDITERRA NOV	
			001.3200.4551	
			TTM 14-001 DEC	5,065.19
			TTM 14-001 DEC	
			001.3200.4551	
			DRA 17-006 APR	3,195.82
			DRA 17-006 APR	
			001.3200.4551	
			PM 13511 DEC	1,865.40
			PM 13511 DEC	
			001.3200.4551	
			CUP 05-003 DEC	865.58
			CUP 05-003 DEC	
			001.3200.4551	
			DRA 16-010 DEC	1,316.88
			DRA 16-010 DEC	
			001.3200.4551	2,467.52
				Total : **22,108.61**
82913	5/11/2021	002396 DUDEK	SAFETY AND ENVIRONMENTAL JUSTICE	
			SAFETY AND ENVIRONMENTAL JUSTICE	
			027.8490.4662	640.00
			COMMUNITY OUTREACH-MAR	
			COMMUNITY OUTREACH-MAR	
			027.8490.4662	1,535.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82913	5/11/2021	002396 002396 DUDEK	(Continued)	Total :	2,175.00
82914	5/11/2021	003044 THOMSON REUTERS WEST	CODE BOOKS CODE BOOKS 001.1200.4626		1,243.50
				Total :	1,243.50
82915	5/11/2021	003689 TPX COMMUNICATIONS	CORP YARD/CITY HALL POHONES-MAY CITY HALL PHONES-MAY 042.9510.4060		311.40
			CORP YARD PHONES-MAY 004.8310.4060		1,267.42
				Total :	1,578.82
82916	5/11/2021	003713 SATCOM GLOBAL LTD.	SATELLITE PHONES-MAY SATELLITE PHONES-MAY 001.2000.4061		42.75
			SATELLITE PHONES-MAY 042.9510.4061		42.75
			SATELLITE PHONES-MAY 028.2050.4061		21.38
			SATELLITE PHONES-MAY 029.2100.4061		21.37
				Total :	128.25
82917	5/11/2021	003885 IWORQ	IWORQ SYSTEMS SOFTWARE 06/2021-05/2022 IWORQ SYSTEMS SOFTWARE 06/2021-05/2022 004.8310.4255		4,510.00
			IWORQ SYSTEMS SOFTWARE 06/2021-05/2022 024.8470.4666		390.00
				Total :	4,900.00
82918	5/11/2021	004416 SIEMENS MOBILITY, INC.	STREET LIGHT LED CONVERSION STREET LIGHT LED CONVERSION 023.3890.6550		2,269.15
			STREET LIGHT MAINTENANCE-MAR STREET LIGHT MAINTENANCE-MAR 013.8510.4664		2,528.50
			GREENSPOT & LOWES-REPLACED GTT CARD		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82918	5/11/2021	004416 SIEMENS MOBILITY, INC.	(Continued)		
			GREENSPOT & LOWES-REPLACED GTT CARD		
			004.8310.4580		4,733.86
				Total :	**9,531.51**
82919	5/11/2021	004697 CHEMCO PRODUCTS COMPANY	PARKS: HVAC WATER SYSTEM TREATMENT		
			PARKS: HVAC WATER SYSTEM TREATMENT		
			001.6000.4588		423.23
				Total :	**423.23**
82920	5/11/2021	004860 CRIME SCENE STERI-CLEAN, LLC	BIO-HAZARD CLEANUP PD UNIT		
			BIO-HAZARD CLEANUP PD UNIT		
			001.2000.4240		150.00
				Total :	**150.00**
82921	5/11/2021	004920 TKE ENGINEERING	DEVELOPMENT SERVICES-DEC		
			DEVELOPMENT SERVICES-DEC		
			070.7000.4611		1,665.00
			DEVELOPMENT SERVICES-MAR		
			DEVELOPMENT SERVICES-MAR		
			070.7000.4611		925.00
			DEVELOPMENT SERVICES-JAN		
			DEVELOPMENT SERVICES-JAN		
			070.7000.4611		92.50
				Total :	**2,682.50**
82922	5/11/2021	005285 LA VERNE POWER EQUIPMENT INC	PARKS EQUIP MAINTENANCE		
			PARKS EQUIP MAINTENANCE		
			001.6000.4245		22.83
				Total :	**22.83**
82923	5/11/2021	005304 SAN BERNARDINO VALLEY	CITY SHARE OF WASH PLAN		
			CITY SHARE OF WASH PLAN		
			023.3890.4550		2,688.00
				Total :	**2,688.00**
82924	5/11/2021	005310 KOA CORPORATION	LRS19001 DE LRSP-OCT		
			LRS19001 DE LRSP-OCT		
			027.8490.6550		1,271.25

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82924	5/11/2021	005310 KOA CORPORATION	(Continued)	
			LRS19001 DE MSRI-OCT	
			LRS19001 DE MSRI-OCT	
			017.8350.6550	141.25
			LRS19001 DE LRSP-NOV	
			LRS19001 DE LRSP-NOV	
			027.8490.6550	3,908.25
			LRS19001 DE MSRI-NOV	
			LRS19001 DE MSRI-NOV	
			017.8350.6550	434.25
			LRS19001 DE LRSP-DEC	
			LRS19001 DE LRSP-DEC	
			027.8490.6550	4,378.50
			LRS19001 DE MSRI-DEC	
			LRS19001 DE MSRI-DEC	
			017.8350.6550	486.50
			LRS19001 DE LRSP-JAN	
			LRS19001 DE LRSP-JAN	
			027.8490.6550	3,784.50
			LRS19001 DE MSRI-JAN	
			LRS19001 DE MSRI-JAN	
			017.8350.6550	420.50
			LRS19001 DE LRSP-FEB	
			LRS19001 DE LRSP-FEB	
			027.8490.6550	1,830.38
			LRS19001 DE MSRI-FEB	
			LRS19001 DE MSRI-FEB	
			017.8350.6550	203.37
			LRS19001 DE LRSP-MAR	
			LRS19001 DE LRSP-MAR	
			027.8490.6550	6,754.50
			LRS19001 DE MRSI-MAR	
			LRS19001 DE MRSI-MAR	
			017.8350.6550	750.50
				Total : **24,363.75**
82925	5/11/2021	005326 RP LANDSCAPE & IRRIGATION	LANDSCAPING-APR	
			LANDSCAPING-APR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82925	5/11/2021	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			012.8500.4585 LANDSCAPING-APR MEMORIAL PARK LANDSCAPING-APR	17,765.00
			001.6000.4585 POLICE STATION LANDSCAPING-APR	400.00
			001.2000.4585 CITY HALL LANDSCAPING-APR	500.00
			042.9510.4585 LIBRARY LANDSCAPING-APR	500.00
			001.6000.4585 YMCA LANDSCAPING-APR	600.00
			001.6000.4585 CORP YARD LANDSCAPING-APR	600.00
			004.8310.4585 AURANTIA PARK LANDSCAPING-APR	400.00
			001.6000.4585 COMMUNITY PARK LANDSCAPING-APR	933.00
			001.6000.4585 CANYON OAK PARK LANDSCAPING-APR	3,691.00
			016.8540.4585 CUNNINGHAM PARK LANDSCAPING-APR	356.00
			016.8540.4585 SEELEY PARK LANDSCAPING-APR	453.00
			016.8540.4585 OAK CREEK PARK LANDSCAPING-APR	299.00
			016.8540.4585	556.00
			Total :	**27,053.00**
82926	5/11/2021	005553 CLARK PEST CONTROL OF STOCKTON	PEST CONTROL POLICE PEST CONTROL	
			001.2000.4589 PEST CONTROL FS#1 PEST CONTROL	95.00
			028.2050.4589 FS#1 PEST CONTROL	23.00
			029.2100.4589	23.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82926	5/11/2021	005553 005553 CLARK PEST CONTROL OF STOCKT (Continued)		Total :	141.00
82927	5/11/2021	005679 KEN GRODY FORD	VEH#122 VEH MAINTENANCE		
			VEH#122 VEH MAINTENANCE		
			001.6000.4240		57.08
			VEH#124 MAINTENANCE		
			VEH#124 MAINTENANCE		
			042.9510.4240		50.29
				Total :	107.37
82928	5/11/2021	005721 MASTERS MANAGEMENT	STR11006 R/W EARMARS 7416 MCKINLEY AVE		
			STR11006 R/W EARMARS 7416 MCKINLEY AVE		
			030.8495.6530		500.00
				Total :	500.00
82929	5/11/2021	005726 MASTERS MANAGEMENT	STR11006 R/W EARMARKS 7424 MCKINLEY AVE		
			STR11006 R/W EARMARKS 7424 MCKINLEY AVE		
			030.8495.6530		500.00
				Total :	500.00
82930	5/11/2021	005739 GORITZ, CAMILLE	MILEAGE REIMB-GORITZ		
			MILEAGE REIMB-GORITZ		
			001.4100.4332		8.96
				Total :	8.96
82931	5/11/2021	005771 AMAZON CAPITAL SERVICES	PD: NETWORKING EQUIPMENT		
			PD: NETWORKING EQUIPMENT		
			001.2000.4203		117.65
			YMCA: HVAC THERMOSTATS & SENSOR		
			YMCA: HVAC THERMOSTATS & SENSOR		
			001.6000.4588		122.95
				Total :	240.60
82932	5/11/2021	005900 S-P DEERFIELD, LLC.	TTM17001 PLANNING REFUND		
			TTM17001 PLANNING REFUND		
			001.4100.4450		257.57
				Total :	257.57
49 Vouchers for bank code : wfb				Bank total :	1,153,755.67

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount

49 Vouchers in this report

Total vouchers : 1,153,755.67

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
82933	5/18/2021	000085 EAST VALLEY WATER DISTRICT	CORP YARD-APR CORP YARD-APR 004.8310.4030 CORP YARD-APR CORP YARD-APR	70.27
			004.8310.4030 CORP YARD-APR CORP YARD-APR	121.76
			004.8310.4030 ATHLETIC CTR-APR ATHLETIC CTR-APR	786.14
			001.6000.4030 ATHLETIC CTR-APR ATHLETIC CTR-APR	35.14
			001.6000.4030 YMCA COMMUNITY PARK-APR YMCA COMMUNITY PARK-APR	316.88
			001.6000.4030 COMMUNITY PARK-APR COMMUNITY PARK-APR	201.75
			001.6000.4030 COMMUNITY PARK-APR COMMUNITY PARK-APR	4,388.64
			001.6000.4030 CUNNINGHAM PARK-APR CUNNINGHAM PARK-APR	52.70
			016.8540.4030 OAK CREEK PARK-APR OAK CREEK PARK-APR	72.81
			016.8540.4030 COMM. CTR-APR COMM. CTR-APR	1,253.65
			001.6000.4030 COMM. CTR-IRRIGATION-APR COMM. CTR-IRRIGATION-APR	52.70
			001.6000.4030 LIBRARY/ELC-APR	488.94

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Voucher	Date	Vendor	Description/Account	Amount
82933	5/18/2021	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LIBRARY/ELC-APR	
			001.6000.4030	70.27
			LIBRARY/ELC-APR	
			LIBRARY/ELC-APR	
			001.6000.4030	299.96
			LIBRARY/ELC-APR	
			LIBRARY/ELC-APR	
			001.6000.4030	334.59
			LMD 10-APR	
			LMD 10-APR	
			012.8500.4030	622.77
			LMD 10-APR	
			LMD 10-APR	
			012.8500.4030	449.43
			LMD 30-APR	
			LMD 30-APR	
			012.8500.4030	228.30
			LMD 34-APR	
			LMD 34-APR	
			012.8500.4030	120.01
			Total :	**9,966.71**
82934	5/18/2021	000127 K & L HARDWARE	STATION #3 SUPPLIES	
			STATION #3 SUPPLIES	
			028.2050.4070	30.74
			STATION #3 SUPPLIES	
			029.2100.4070	30.74
			STATION #3 SUPPLIES	
			STATION #3 SUPPLIES	
			028.2050.4070	10.21
			STATION #3 SUPPLIES	
			029.2100.4070	10.20
			STATION #1 SUPPLIES	
			STATION #1 SUPPLIES	
			028.2050.4070	32.18
			STATION #1 SUPPLIES	
			029.2100.4070	32.17

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Voucher	Date	Vendor	Description/Account		Amount
82934	5/18/2021	000127 K & L HARDWARE	(Continued)		
			STATION #1 SUPPLIES		
			STATION #1 SUPPLIES		
			028.2050.4070		7.00
			STATION #1 SUPPLIES		
			029.2100.4070		6.99
				Total :	**160.23**
82935	5/18/2021	000211 STRADLING YOCCA CARLSON RAUTH	GENERAL-APR		
			GENERAL-APR		
			070.7000.4520		1,143.30
				Total :	**1,143.30**
82936	5/18/2021	000233 WAXIE SANITARY SUPPLY	FS#2: JANITORIAL SUPPLIES		
			FS#2: JANITORIAL SUPPLIES		
			029.2100.4055		7.15
			FS#2: JANITORIAL SUPPLIES		
			028.2050.4055		7.14
				Total :	**14.29**
82937	5/18/2021	000237 WILLDAN ASSOCIATES	BUILDING AND SAFETY PLAN CHECK-APR		
			BUILDING AND SAFETY PLAN CHECK-APR		
			001.4500.4540		4,600.00
			INSPECTION SERVICES-APR		
			INSPECTION SERVICES-APR		
			001.4500.4540		12,962.50
			PERMIT TECHNICIAN SERVICES-APR		
			PERMIT TECHNICIAN SERVICES-APR		
			001.4500.4540		5,281.25
				Total :	**22,843.75**
82938	5/18/2021	000453 APWA	APWA MEMBERSHIP RENEWAL-ZAMANO		
			APWA MEMBERSHIP RENEWAL-ZAMANO		
			001.3200.4330		268.75
				Total :	**268.75**
82939	5/18/2021	000774 ARROWHEAD CREDIT UNION-DEPT 91	DRI CRASH PLAN		
			DRI CRASH PLAN		
			042.9510.4208		19.98

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Voucher	Date	Vendor	Description/Account		Amount
82939	5/18/2021	000774 ARROWHEAD CREDIT UNION-DEPT 91	(Continued)		
			FS#1: TEAK WOOD FOLDING SHOWER BENCH		
			FS#1: TEAK WOOD FOLDING SHOWER BENCH		
			029.2100.4203		183.13
			FS#1: TEAK WOOD FOLDING SHOWER BENCH		
			028.2050.4203		183.11
			TELECONFERENCE MEETING		
			TELECONFERENCE MEETING		
			042.9510.4310		3.99
			VIRTUAL MEETINGS - ZOOM		
			VIRTUAL MEETINGS - ZOOM		
			042.9510.4310		659.90
				Total :	**1,050.11**
82940	5/18/2021	001193 LIFE ASSIST, INC.	FS#3: PARAMEDIC SUPPLIES		
			FS#3: PARAMEDIC SUPPLIES		
			028.2050.4203		322.31
				Total :	**322.31**
82941	5/18/2021	001320 HIGHLAND SENIOR CENTER	CDBG REIMBURSEMENT-APR		
			CDBG REIMBURSEMENT-APR		
			006.8400.4348		2,019.50
				Total :	**2,019.50**
82942	5/18/2021	001414 RICHARDS, WATSON & GERSHON	STR18001 R/W IVDA-MAR		
			STR18001 R/W IVDA-MAR		
			027.8490.6550		471.70
			STR18001 R/W RDA07-MAR		
			STR18001 R/W RDA07-MAR		
			010.3830.6550		472.01
			STR18001 R/W SMBMI-MAR		
			STR18001 R/W SMBMI-MAR		
			027.8490.6550		471.70
			STR18001 R/W EDA-MAR		
			STR18001 R/W EDA-MAR		
			030.8495.6550		1,661.58
			GENERAL-MAR		
			GENERAL-MAR		

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Voucher	Date	Vendor	Description/Account	Amount
82942	5/18/2021	001414 RICHARDS, WATSON & GERSHON	(Continued)	
			001.1450.4520 GPA21001-MAR GPA21001-MAR	10,026.89
			001.1450.4520 CODE ENFORCEMENT-MAR CODE ENFORCEMENT-MAR	187.00
			001.4600.4520 ICH17006 PM SMBMI IGG-MAR ICH17006 PM SMBMI IGG-MAR	187.00
			027.8490.6813 BRG04005 PM RDA07-MAR BRG04005 PM RDA07-MAR	340.00
			010.3830.6813 CODE ENFORCEMENT-MAR CODE ENFORCEMENT-MAR	51.00
			001.4600.4520 PERSONNEL & LABOR RELATIONS-MAR PERSONNEL & LABOR RELATIONS-MAR	3,063.00
			001.1450.4520 COVID-19 DECLARATOIN OF EMERGENCY-MAR COVID-19 DECLARATION OF EMERGENCY-MAR	3,910.00
			001.1450.4520 ICEMA-FEB ICEMA-FEB	51.00
			028.2050.4520 ICEMA-MAR	5,242.00
			028.2050.4520	3,355.50
			Total :	**29,490.38**
82943	5/18/2021	001439 OFFICE SOLUTIONS	FS#1: OFFICE SUPPLIES FS#1: OFFICE SUPPLIES	
			029.2100.4200 FS#1: OFFICE SUPPLIES	41.78
			028.2050.4200 FS#1: OFFICE SUPPLIES FS#1: OFFICE SUPPLIES	41.77
			029.2100.4200	35.90

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Voucher	Date	Vendor	Description/Account	Amount
82943	5/18/2021	001439 OFFICE SOLUTIONS	(Continued)	
			FS#1: OFFICE SUPPLIES	
			028.2050.4200	35.89
			FS#1: OFFICE SUPPLIES	
			FS#1: OFFICE SUPPLIES	
			029.2100.4200	10.17
			FS#1: OFFICE SUPPLIES	
			028.2050.4200	10.17
			Total :	**175.68**
82944	5/18/2021	001476 TIME WARNER CABLE	STATION #1 TELE/INT-MAR	
			STATION #1 TELE/INT-MAR	
			028.2050.4065	160.38
			STATION #1 TELE/INT-MAR	
			029.2100.4065	160.37
			STATION #1 TELE/INT-APR	
			STATION #1 TELE/INT-APR	
			028.2050.4065	160.38
			STATION #1 TELE/INT-APR	
			029.2100.4065	160.37
			STATION #2 TELE/INT-MAR	
			STATION #2 TELE/INT-MAR	
			028.2050.4065	197.42
			STATION #2 TELE/INT-MAR	
			029.2100.4065	197.42
			STATION #2 TELE/INT-APR	
			STATION #2 TELE/INT-APR	
			028.2050.4065	197.42
			STATION #2 TELE/INT-APR	
			029.2100.4065	197.42
			STATION #3 TELE/INT-MAR	
			STATION #3 TELE/INT-MAR	
			028.2050.4065	99.32
			STATION #3 TELE/INT-MAR	
			029.2100.4065	99.31
			STATION #3 TELE/INT-APR	
			STATION #3 TELE/INT-APR	
			028.2050.4065	99.32

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Voucher	Date	Vendor	Description/Account		Amount
82944	5/18/2021	001476 TIME WARNER CABLE	(Continued)		
			STATION #3 TELE/INT-APR		
			029.2100.4065		99.31
				Total :	**1,828.44**
82945	5/18/2021	001848 SB CO ASSESSORS OFFICE	PARCEL MAP REVISIONS-MAY		
			PARCEL MAP REVISIONS-MAY		
			001.4100.4310		8.00
				Total :	**8.00**
82946	5/18/2021	002960 BURRTEC WASTE INDUSTRIES INC	DELINQUENT REFUSE 2017/2018		
			DELINQUENT REFUSE 2017/2018		
			051.1495		331.44
			DELINQUENT REFUSE 2018/2019		
			DELINQUENT REFUSE 2018/2019		
			051.1495		336.92
				Total :	**668.36**
82947	5/18/2021	004845 COMPRESSED AIR SPECIALTIES INC	IS543: ANNUAL SERVICE FOR BAUSER SCBA CO		
			IS543: ANNUAL SERVICE FOR BAUSER SCBA		
			029.2100.4243		1,962.51
			IS543: ANNUAL SERVICE FOR BAUSER SCBA		
			028.2050.4243		1,962.51
				Total :	**3,925.02**
82948	5/18/2021	005324 CHARLES ABBOTT ASSOCIATES, INC	FIRE MARSHALL SERVICES-APR		
			FIRE MARSHALL SERVICES-APR		
			029.2100.4540		4,377.50
				Total :	**4,377.50**
82949	5/18/2021	005340 FORTIN LAW GROUP	LOPEZ-APR		
			LOPEZ-APR		
			041.9500.4390		120.50
				Total :	**120.50**
82950	5/18/2021	005358 FLEET SERVICES INC	E542A BRAKE LIGHT		
			E542A BRAKE LIGHT		
			028.2050.4203		34.05
			E542A BRAKE LIGHT		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82950	5/18/2021	005358 FLEET SERVICES INC	(Continued)		
			029.2100.4203		34.05
				Total :	**68.10**
82951	5/18/2021	005558 GENERAL DOOR	FS#2: BAY DOOR#5 REPAIRS		
			FS#2: BAY DOOR#5 REPAIRS		
			028.2050.4224		202.26
			FS#2: BAY DOOR#5 REPAIRS		
			029.2100.4224		202.25
				Total :	**404.51**
82952	5/18/2021	005771 AMAZON CAPITAL SERVICES	POLICE SUPPLIES		
			POLICE SUPPLIES		
			001.2000.4203		15.06
				Total :	**15.06**
82953	5/18/2021	005901 ZABRENSKY, EDWARD	DOG LIC#11927 REFUND		
			DOG LIC#11927 REFUND		
			001.1450.7510		54.00
				Total :	**54.00**
82954	5/18/2021	005902 HEALTHEQUITY, INC.	SEC 125 POP ANNUAL COMPLIANCE FEE JUL		
			SEC 125 POP ANNUAL COMPLIANCE FEE JUL		
			001.1600.4622		485.00
				Total :	**485.00**
82955	5/18/2021	005903 BECERRA, CARLOS	STR11006 R/W MSRI 7432 MCKINLEY AVE		
			STR11006 R/W MSRI 7432 MCKINLEY AVE		
			017.8350.6530		500.00
				Total :	**500.00**
82956	5/18/2021	005904 ANACLETO, JOSE	STR11006 R/W MSRI 7442 MCKINLEY AVE		
			STR11006 R/W MSRI 7442 MCKINLEY AVE		
			017.8350.6530		500.00
				Total :	**500.00**
82957	5/18/2021	005905 4 BROS LLC	STR11006 R/W MSRI 7330 MCKINLEY AVE		
			STR11006 R/W MSRI 7330 MCKINLEY AVE		
			017.8350.6530		500.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
82957	5/18/2021	005905 005905 4 BROS LLC	(Continued)	Total :	500.00
82958	5/18/2021	005905 4 BROS LLC	STR11006 R/W MSRI 25979 BASELINE ST STR11006 R/W MSRI 25979 BASELINE ST 017.8350.6530		500.00
				Total :	500.00
82959	5/18/2021	005906 TIRADO, EULOGIO ENRIQUE	STR11006 R/W MSRI 7336 MCKINLEY AVE STR11006 R/W MSRI 7336 MCKINLEY AVE 017.8350.6530		500.00
				Total :	500.00
82960	5/18/2021	005907 MUNOZ, ZENON	STR1106 R/W MSRI 7569 MCKINLEY AVE STR1106 R/W MSRI 7569 MCKINLEY AVE 017.8350.6530		500.00
				Total :	500.00
82961	5/18/2021	005908 SALAS, ISMAEL AND MARGARITA	STR11006 R/W MSRI 7435 MCKINLEY AVE STR11006 R/W MSRI 7435 MCKINLEY AVE 017.8350.6530		500.00
				Total :	500.00
82962	5/18/2021	005909 NGUYEN, HUY THAI T.	STR11006 R/W MSRI 7515 MCKINLEY AVE STR11006 R/W MSRI 7515 MCKINLEY AVE 017.8350.6530		500.00
				Total :	500.00
30 Vouchers for bank code : wfb				Bank total :	83,409.50
30 Vouchers in this report				Total vouchers :	83,409.50

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 2021

FROM: Joseph A. Hughes, City Manager

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

SUBJECT: Treasurer's Report for April 2021

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

FISCAL IMPACT: Cash and Investments:

General Fund	$ 6,014,656.28
Special Revenue Funds	$28,760,216.31
Internal Service Funds	$ 4,079,376.73
Capital Projects Funds	$20,441,765.19
Agency Funds	$ 2,749,888.83
Housing Authority Fund	$ 3,679,222.65
SARDA Funds	$ 2,132,708.68

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. 5

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

City Clerk

City Manager

CITY OF HIGHLAND
Treasurer's Report
as of April 30, 2021

CASH AND BANK ACCOUNTS:

Cash on Hand-Office Petty Cash & Change Fund Accounts	1,150.00
Wells Fargo Checking-Account #*******236	11,903,464.44

DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: LOCAL GOVERNMENT INVESTMENT POOLS				
California Treasurer's Local Agency Investment Fund (LAIF)	n/a	0.339%		
General Fund			4,575,552.92	
Special Revenue Funds			18,086,262.00	
Internal Service Funds			4,526,348.00	
Capital Projects Funds			13,472,378.00	
Total City LAIF Funds				40,660,540.92
Housing Authority Fund			3,547,938.90	
Total Housing Authority LAIF Funds				3,547,938.90
Total LAIF Funds				44,208,479.82

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 March 2021 on-line for listing of investments.
5) Market Value is based on the March 31, 2021 applicable percentage of 1.001269853.
6) Market Value is $44,264,618.09 ($44,208,479.82 x 1.001269853).

California Asset Management Program (CAMP)	n/a	0.060%		
General Fund			131,739.80	
Special Revenue Funds			1,553,724.00	
Capital Projects Funds			7,148,528.00	
Total CAMP Funds				8,833,991.80
INVESTMENTS: FISCAL AGENT ACCOUNTS				
US Bank Corporate Trust Services (Community Facilities Districts)				
Community Facilities District (CFD) 90-1				
Administrative Expense Fund #128262-011				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	93,248.72	93,248.72
Fire Protection Expense Fund #128262-012				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	484,245.08	484,245.08
Police Protection Expense Fund #128262-013				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	179,104.30	179,104.30
Community Facilities District (CFD) 2001-1				
Special Tax Fund #149239000				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	381,655.48	381,655.48
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%	480,270.45	480,270.45
Administrative Expense Fund #149239004				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	41,762.14	41,762.14
Surplus Fund #149239006				
US Bank Money Market Account CUSIP #9AMMF05B2	n/a	0.00%	59,101.21	59,101.21
Community Facilities District (CFD) 2007-1				
Administrative Expense Fund #260722000				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	11,197.51	11,197.51
Fire Expense Fund #260722001				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	24,246.57	24,246.57
Police Expense Fund #260722002				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	8,967.67	8,967.67
TOTAL INVESTMENTS US BANK (COMMUNITY FACILITIES DISTRICTS)				1,763,817.68

1

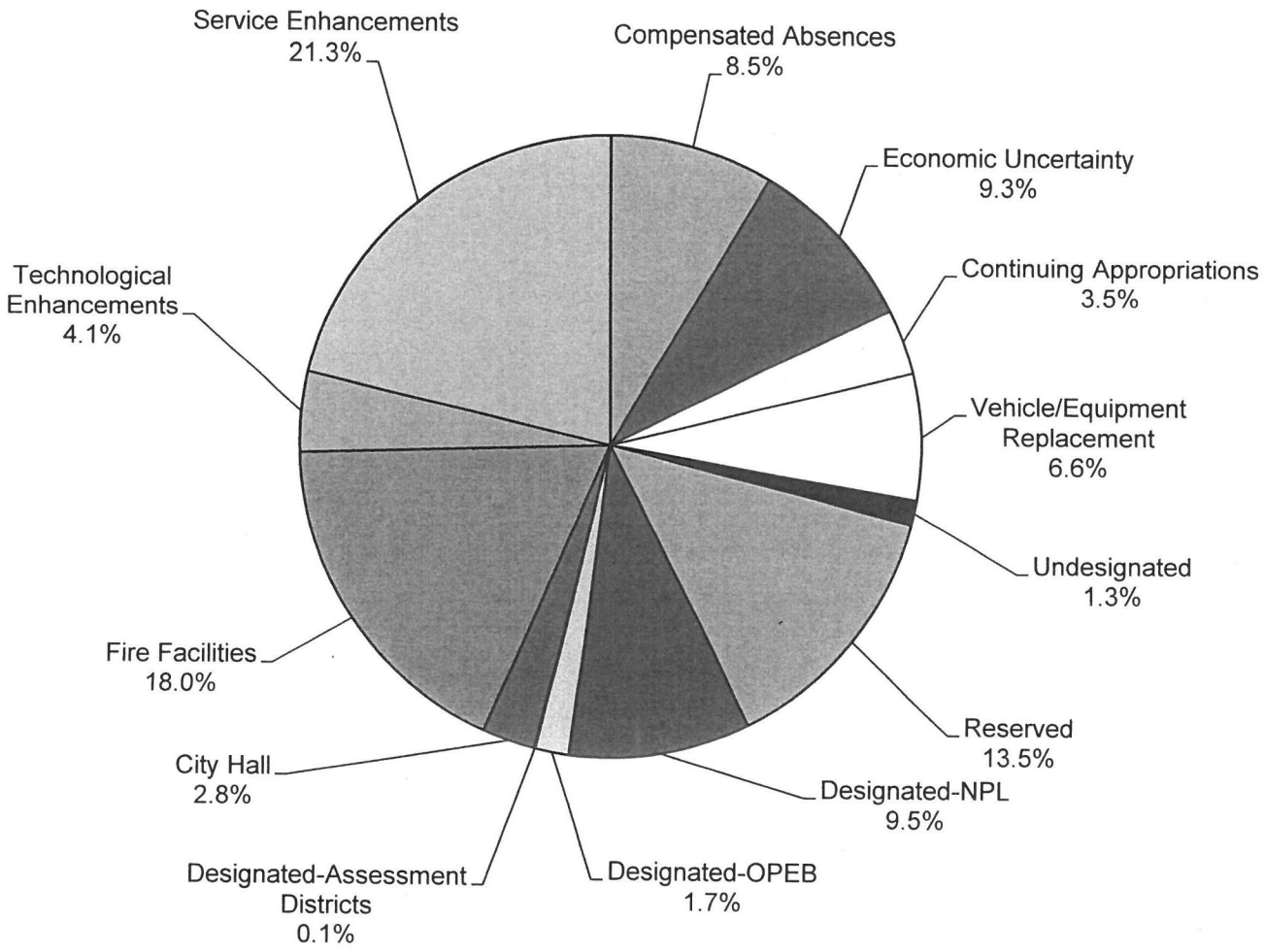
DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: FISCAL AGENT ACCOUNTS (continued)				
US Bank Corporate Trust Services (SARDA)				
2004B Tax Allocation Refunding Bonds				
Special Fund 786709001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	10.19	10.19
Interest Fund 786709002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	4.27	4.27
Principal Fund 786709003				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 786709004				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	176,429.53	176,429.53
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%	43.89	43.89
Principal Fund 268777002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 268777004				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	956,931.10	956,931.10
Expense Account 268777006				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	13,504.20	13,504.20
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)				1,146,930.93
TOTAL CASH AND INVESTMENTS				**67,857,834.67**

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.

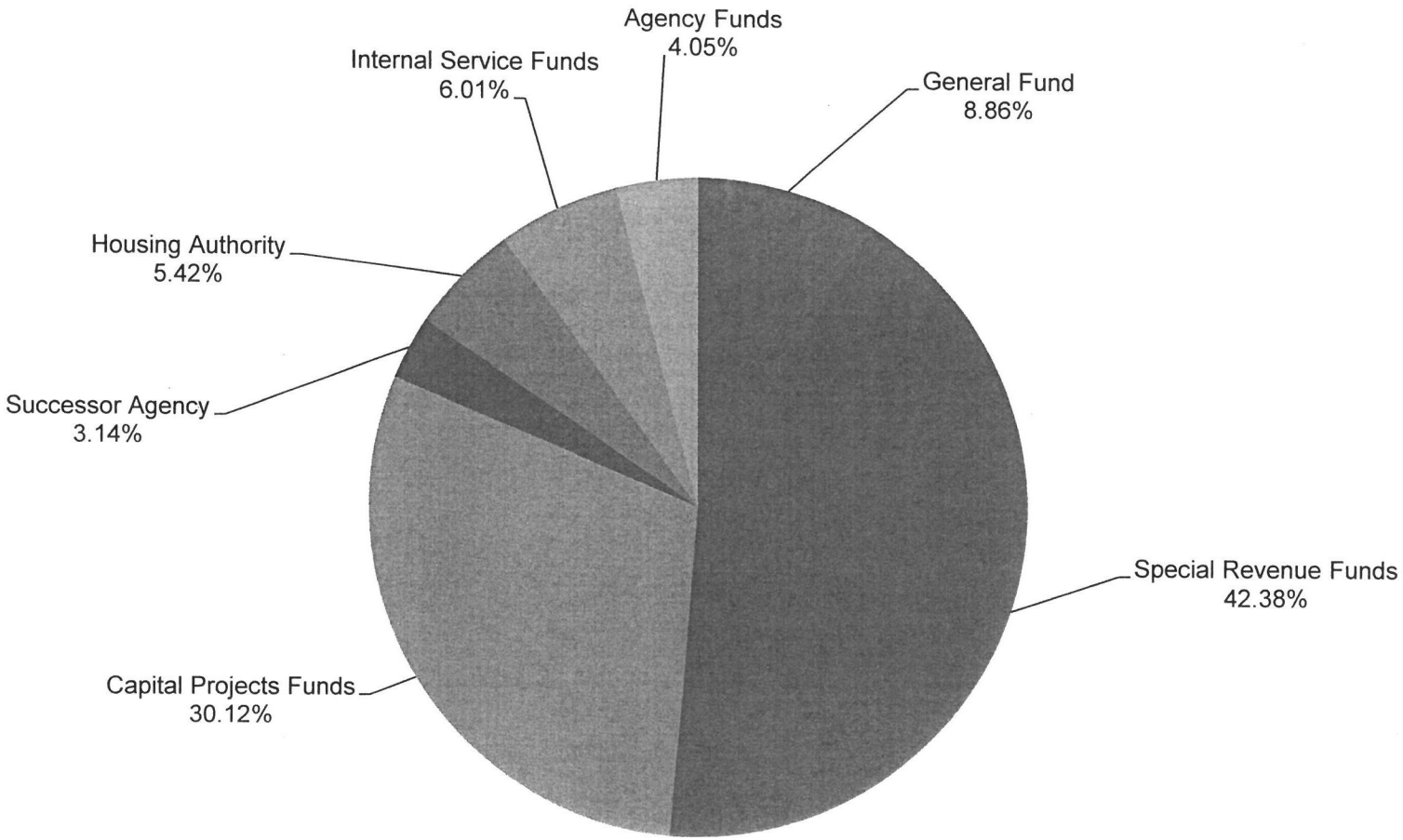
SIGNED:_____
Joseph A. Hughes
CITY MANAGER

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

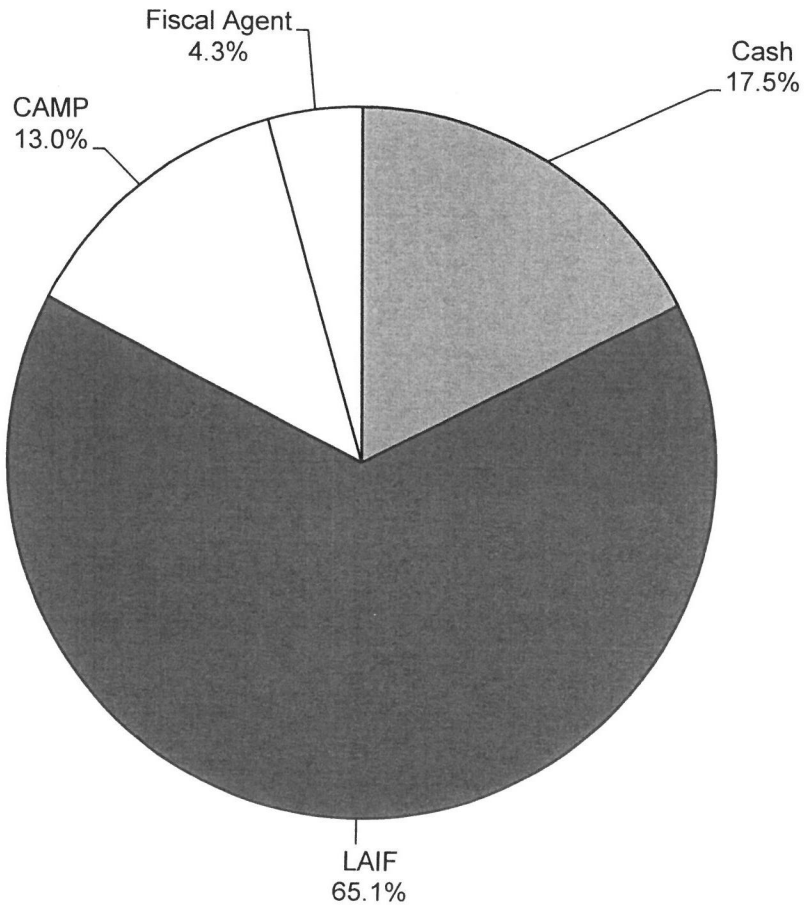
General Fund Reserves



Cash & Investments



Treasurer's Report



STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 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 – Janie Merriam

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

BACKGROUND: The Claim was received in the City Clerk's Office on April 27, 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. 6

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hugh

City Clerk

City Manager

GEORGE HILLS
Our minds over your matters.

May 18, 2021

Betty Hughes
City of Highland

RE:

Client:	City of Highland
Claim Number:	GHC0036443
Date of Loss:	03/02/2021
Claimant:	Janie Merriam

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 28, 2021

Samantha Morgan
Sr. Claims Adjuster
Ontario Office
PO Box 278
Rancho Cordova, CA 95741

Re: Claimant(s): Janie Merriam
Incident Date: March 2, 2021

Dear Samantha:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on April 27, 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, May 25, 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 merriam 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

APR 27 2021

CITY OF HIGHLAND
CITY CLERK

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

Received:_____

By: B Hugh

☒ 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 Janie L. Merriam

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

   27800 Stratford Street

   Highland CA 92346

   b. Phone Number (909) 633-1727

   c. Date of Birth 10-30-1949

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

Issued by which State: CA

✓ Driver's License _____ Identification Card

Expiration Date: 2025

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

Janie Merriam 909 633-1727

27800 Stratford ST Highland CA 92346

3. Occurrence or event from which the claim arises:

a. Date of occurrence March 2, 2021

b. Time of occurrence approx 11 AM

c. Place of occurrence (Exact and specific location)

Sidewalk in front of 27724 Stratford street, 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).

I tripped over a portion of the sidewalk that was buckled from tree roots. See attached letter.

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

Failure to repair sidewalk. It appeared to have been ground down previously.

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 attached letter. Had to get a crown on my chipped front tooth costing $1259.00. I had another tooth repaired that was chipped previously and don't expect payment for that one.

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

unknown

6. Name and address of any other person injured:

no one

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

Jane Merriam - my glasses lenses were covered by a 1 year scratch warrenty and will be repaired free of charge.

8. Damages Claimed:

a. Amount claimed as of this date: $ $1259.00

b. Estimate amount of future costs: $ 0

c. Total amount claimed: $ 1259.00

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

Enclosing a copy of dental bill. Tooth 8 is the chipped tooth from falling.

Enclosing a copy of letter dated March 2, 2021

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

a. Tiara Glenn 27800 Stratford St Highland 92346

b. Trinity Glenn " " " "

c. Ayla Glenn " " " "

d. Severyn Glenn " " " "

e. Inland Dental Center 6982 Boulder Ave Highland CA 92346

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

The sidewalk in front of 27724 Stratford Street has been repaired.

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

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

Signed at: Highland Ca
City and State

Date: 4-22-2021

Janie Merriam
Signature of Claimant

Janie Merriam
Printed name of person signing above

March 2, 2021

To City of Highland,

Today I tripped over a section of the sidewalk that was buckled up due to tree roots at 27724 Stratford Street, Highland CA. It looks like this area has been ground down previously.

I face planted on the sidewalk and chipped my front teeth, one tooth is crooked now and hurts. I have a dental appointment scheduled.

I also have an abrasion on my nose, lip, right hand, right elbow, right knee and right foot. I don't think I broke anything.

The right lens of my glasses is scratched so will need to get that replaced too.

Betty called me from the city clerks office and is emailing a claim form to me. The purpose of this letter is to document my injuries.

Thank you, Lorraine Merriam

27800 Stratford Street Highland CA 92346

Medical records withheld as they are not a public record

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 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: Street and Drainage Maintenance District 96-1
Annual Report (Fiscal Year 2021/22)

RECOMMENDATION: (1) Adopt Resolution 2021-___ giving preliminary approval of the Annual Report; and

(2) Adopt Resolution 2021-___ setting June 22, 2021 as the date of the protest hearing.

FISCAL IMPACT: Assessment rates for Zones 3, 5, 6 10 and 13 are proposed to be increased the allowable five percent (5%) for Fiscal Year 2021/22. All other existing zones will remain at their current assessment rate.

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 City's Street Maintenance District 96-1 was established in July, 1996 pursuant to the Benefit Assessment Act of 1982. It was expanded in 1999 to include street and drainage maintenance and renamed as Street and Drainage Maintenance District 96-1. The District will consist of nineteen zones in fiscal year 2021/22. The District provides for the continued maintenance and future rehabilitation of street and drainage facilities within the benefit zones for the constructed improvements. Maintenance may include, but is not limited to, all of the following: the upkeep, repair, removal or replacement of all or any part of the specified improvements. This shall also include material, vehicle, equipment, capital improvements and administrative costs associated with the annual administration and operation of the District.

Approved _____ Motion _____ Second _____ Agenda Item No. 7

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

D Hugh

City Clerk

City Manager

On January 26, 2021 the City Council adopted Resolution No. 2021-003, which directed the Engineer of Work to make and file with the City Clerk the 2021/22 Report that is attached hereto as Attachment 1. The proposed Resolution, attached hereto as Attachment 2, gives preliminary approval of the Engineer's Report. The proposed Resolution, attached hereto as Attachment 3, sets the Protest Hearing for the regularly scheduled City Council meeting on June 22, 2021.

Attachment:
1) Street and Maintenance District No. 96-1 2021/22 Engineer's Report
2) Resolution No. 2021-___ giving preliminary approval of the Annual Report.
3) Resolution No. 2021-___ setting Protest Hearing for June 22, 2021.

ATTACHMENT 1

CITY OF HIGHLAND

ENGINEER'S REPORT
FISCAL YEAR 2021-22
STREET AND DRAINAGE MAINTENANCE
DISTRICT NO. 96-1
SAN BERNARDINO COUNTY, CALIFORNIA

May 12, 2021

PREPARED BY

Harris & Associates

22 Executive Park, Suite 200
Irvine, CA 92614
www.weareharris.com

City of Highland

Street and Drainage Maintenance District No. 96-1

CITY COUNCIL

Penny Lilburn, Mayor

Larry McCallon, Mayor Pro Tem

Jesse Chavez, Council Member

Anaeli Solano, Council Member

John P. Timmer, Council Member

CITY STAFF

Joe Hughes, City Manager

Carlos Zamano, Public Works Director

Melissa Morgan, Public Services Manager

HARRIS & ASSOCIATES

Alison Bouley, P.E., Assessment Engineer

Chris Thomas, Project Manager

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ENGINEER'S CERTIFICATION

AGENCY: **THE CITY OF HIGHLAND**

PROJECT: **STREET AND DRAINAGE MAINTENANCE DISTRICT NO. 96-1**

TO: **THE CITY COUNCIL OF THE**
CITY OF HIGHLAND
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

WHEREAS, the City Council of the City of Highland (the "City"), State of California, under the Benefit Assessment District Act of 1982 (the "1982 Act") established "Street and Drainage Maintenance District No. 96-1, (hereafter referred to as "the District"); and

WHEREAS, Harris & Associates has been directed to prepare and file an Annual Report. The purpose of the proposed assessment covered in this Annual Report is to levy assessments for the existing District for Fiscal Year 2021-22; and

NOW THEREFORE, the following assessment is proposed to be authorized in order to pay the estimated costs of maintenance, operation and servicing of the improvements to be paid by the assessable real property within the boundaries of the District in proportion to the special benefit received.

SUMMARY OF ASSESSMENT

	Fiscal Year 2021-22 As Preliminary Approved	Fiscal Year 2021-22 As Confirmed by Council
Maintenance and Servicing	$17,985	
Incidental Costs	$9,013	
Estimated Total Costs and Expenses	$26,998	
Total Assessments to be levied	$40,812	
Estimated Total Fund Balance 7/1/21	$502,381	
Estimated Total Fund Balance 6/30/22	$516,195	

In making the assessments contained herein pursuant to the Assessment Law:

1. I identified all parcels which will have a special benefit conferred upon them from the improvements described in Part II to this Annual Report (the "Specially Benefited Parcels"). For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is included in Appendix A of this Report.

2. I have assessed the costs and expenses of the improvements upon the Specially Benefited Parcels. In making such assessment:

    a. The proportionate special benefit derived by each Specially Benefited Parcel from the improvements was determined in relationship to the entirety of the maintenance costs of the improvements;

    b. No assessment has been imposed on any Specially Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the improvements; and

    c. Assessment rates for Zone 3, 5, 6, 10 and 13 were increased by 5% for Fiscal Year 2021-22, pursuant to the ballots approved by the property owners at the time of annexation to the District. All other assessment rates and conditions have not changed from the previous year.

    d. Any general benefits from the improvements have been separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Annual Report and, to the best of my knowledge, information and belief, the Report, Assessment Diagram, and the Assessments herein have been prepared and computed in accordance with the order of the City Council of the City of Highland and the assessment law.

DATED: May 12, 2021

Harris & Associates



Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work
State of California

PART I – OVERVIEW

Background of District

The City of Highland Street and Drainage Maintenance District No. 96-1 was formed in 1996 to provide a dedicated source of funding for the maintenance of various street and drainage facilities within development projects in the City. New developments within the City have been required to annex to the District as a condition of approval. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed or parcels were annexed to the District. There are a total of 19 zones of benefit within the District. The last zone, Zone 19, was created May 1, 2017.

Reason for Proposed Assessment

Approval of the proposed assessment covered by this Engineer's Report will generate the revenue necessary to:

A. Provide for the continued maintenance and future rehabilitation of street and drainage facilities within the zones of benefit for the improvements described in Section 3.1. Maintenance may include but is not limited to, all of the following: the upkeep, repair, removal or replacement of all or any part of the specified improvements. This shall also include material, vehicle, equipment, capital improvements and administrative costs associated with the annual administration and operation of the District.

B. Zones 2 through 17 include a 5% annual cost of living inflator pursuant to the ballot approved by the property owner. Each year the assessments may be increased a maximum of 5% if approved by City Council.

C. Zone 18 was annexed to Street and Drainage Maintenance District No. 1996-1 for Fiscal Year 2016-17, pursuant to the ballot approved by the property owner. Each year the assessments may be increased a maximum of 5% if approved by City Council.

D. Zone 19 was annexed to Street and Drainage Maintenance District No. 1996-1 for Fiscal Year 2017-18, pursuant to the ballot approved by the property owner. Each year the assessments may be increased a maximum of 5% if approved by City Council.

PART II – PLANS AND SPECIFICATIONS

The District provides for the continued administration, maintenance, operations, and servicing of various improvements located within the public right-of-way and dedicated easements within the boundaries of the District.

Descriptions of the Boundaries of the District

The facilities, which have been constructed within the Street and Drainage Maintenance District No. 96-1 boundaries, and those which shall be subsequently constructed, will be operated, maintained and serviced as generally described as follows:

Zone 1- Street Improvements - consist of the maintenance and servicing of streets, roads and highways, including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the services described as follows:

> Surface repair and replacement as needed within the emergency access road between Base Line and Tract 15663; vandalism abatement and gate repair and replacement.

Zone 2 Storm Drainage Improvements - consists of the maintenance of an open earth channel and a 54" RCP storm drain system which provides flood control protection for Tract 14326, and all storm drain pipes and catch basins within the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 3 Storm Drainage Improvements - consists of the maintenance of an open earth channel, 24" storm drain and catch basins located within the zone along Boulder Avenue south of Base Line constructed by Walgreen's Pharmacy, which provide flood control protection for the parcels. All of these facilities protect the parcels within the zone from flood damage.

Zone 4 Street Improvements - consist of the maintenance and servicing of streets, roads and highways, including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the services described as follows:

> Surface repair and replacement as needed within the alley between Carriage Hill Drive and Coachman Lane.

Zone 5 Storm Drainage Improvements - consists of the maintenance of a Portland concrete channel storm drain swale constructed by Tract No. 15375, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 6 Storm Drainage Improvements - consists of the maintenance of a 72" storm drain along Sycamore and catch basins on Streater, which provide flood control protection for Tract 15969 and 15969-1. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 7 Street Improvements - consist of the maintenance and servicing of streets, roads and highways, including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the services described as follows:

> Surface repair and replacement as needed within the connector road between Boulder Avenue and Stoney Creek Drive.

Zone 8 Storm Drainage Improvements - consists of the maintenance of a 27" storm drain along Marshall Court from Bruce Street to Base Line, including catch basins, manholes and other appurtenant facilities, which provide flood control protection for Tract 16404. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 9 Storm Drainage Improvements - consists of the maintenance of a 36" storm drain along Highland Avenue, east of City Creek, including catch basins, manholes and other appurtenant facilities constructed by Tract No. 14757, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 10 Storm Drainage Improvements - consists of the maintenance of a 24" storm drain, including catch basins, manholes and other appurtenant facilities, constructed by Tract No. 16607, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 11 Storm Drainage Improvements - consists of the maintenance of a 18", 24" 42" and 48" storm drain, including catch basins, manholes, Portland concrete channels and other appurtenant facilities, constructed by Tract No. 15960, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 12 Storm Drainage Improvements - consists of the maintenance of a 24", 36", 42", 48" and 60" storm drain, including catch basins, manholes, Portland concrete channels and other appurtenant facilities, constructed by Tract No. 16914, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 13 Storm Drainage Improvements - consists of the maintenance of a 18" storm drain, including catch basins, constructed by Tract No. 17590, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 14 Storm Drainage Improvements - consists of the maintenance of a 18", 24", 36", 48", and 54" storm drain, including catch basins, manholes, Portland concrete channels and other appurtenant facilities, constructed by Tract No. 17263, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 15 Storm Drainage Improvements - consists of the maintenance of a 24" storm drain, including catch basins, manholes, and other appurtenant facilities, constructed by Tract No. 18199, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 16 Storm Drainage Improvements - consists of the maintenance of a 18", 30" and 36" storm drain, including catch basins, constructed for San Manuel Village, which provides flood control protection for the project. All of these facilities protect the improvement within parcels 1200-081-01-0000 and 1200-081-03-0000 from flood damage.

Zone 17 Storm Drainage Improvements - consists of the maintenance of a the storm drain network within Tract 18677, including pipes, catch basins, manholes, and other appurtenant facilities, constructed by Tract No. 18677, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 18 Storm Drainage Improvements - consists of the maintenance of a the storm drain network within Tract 17682, including pipes, catch basins, manholes, and other appurtenant facilities, constructed by Tract No. 17682, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 19 Storm Drainage Improvements - consists of the maintenance of the storm drain network within Tracts 18935 and 16745, including pipes, catch basins, manholes, water quality compliance facilities and other appurtenant facilities, constructed by Tract Nos. 18935 and 16745, which provides flood control protection and water quality compliance for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance and servicing including repair, removal or replacement of all or part of the streets, drainage facilities, roads and highways. Servicing means the furnishing of utilities such as water or electric current or energy or gas for the upkeep of the drainage facilities and road surface.

The plans and specifications for the improvements are on file in the Office of the City Engineer of the City of Highland.

PART III – COST ESTIMATE

The estimated costs of administration, maintenance, operations, and servicing the improvements as described in the Plans and Specifications are summarized below. Each year, as part of the assessment district levy calculation process, the costs and expenses are reviewed and the annual costs are projected for the following Fiscal Year. The following operation, maintenance and servicing costs for Fiscal Year 2021-22 are proposed to be included in the Street and Drainage Maintenance District No. 96-1.

District Budget

Budgets for Fiscal Year 2021-22 are shown on the following pages.

Operation and Maintenance Budget	Total All Zones	Zone 1 Street Maint.	Zone 2 Storm Drain Maint.	Zone 3 Storm Drain Maint.	Zone 4 Street Maint.	Zone 5 Storm Drain Maint.	Zone 6 Storm Drain Maint.	Zone 7 Street Maint.	Zone 8 Storm Drain Maint.	Zone 9 Storm Drain Maint.
DIRECT COSTS										
Maintenance & Servicing										
Access Surfacing	$ 225	$ 225	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vandalism Abatement	$ 60	$ 60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Repair & Replacement	$ 500	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance	$ 17,200	$ -	$ 6,000	$ 200	$ 200	$ 800	$ 500	$ 200	$ 250	$ 200
Capital Rehabilitation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	**$ 17,985**	**$ 785**	**$ 6,000**	**$ 200**	**$ 200**	**$ 800**	**$ 500**	**$ 200**	**$ 250**	**$ 200**
INCIDENTAL COSTS										
City Administration	$ 7,600	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400
Assessment Engineering	$ 1,060	$ 63	$ 63	$ 63	$ 63	$ 63	$ 63	$ 63	$ 63	$ 63
Advertising	$ 408	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24
County Administration Fee	$ 295	$ 18	$ 98	$ 1	$ 16	$ 14	$ 12	$ 0	$ 26	$ 14
Subtotal	**$ 9,013**	**$ 505**	**$ 584**	**$ 487**	**$ 502**	**$ 500**	**$ 498**	**$ 487**	**$ 513**	**$ 501**
Total Expenses	**$ 26,998**	**$ 1,290**	**$ 6,584**	**$ 687**	**$ 702**	**$ 1,300**	**$ 998**	**$ 687**	**$ 763**	**$ 701**
COLLECTIONS AND CREDITS APPLIED TO LEVY										
Reserve Fund Collection /(Transfer)	$ (13,814)	$ (198)	$ (1,379)	$ 94	$ (799)	$ (5)	$ 299	$ (1,500)	$ (499)	$ (28)
Balance to Levy	$ 40,812	$ 1,487	$ 7,963	$ 593	$ 1,501	$ 1,305	$ 700	$ 2,187	$ 1,262	$ 729
FUND BALANCE SUMMARY										
Estimated Fund Balance (7/1/21)	$ 502,381	$ 30,718	$ 154,086	$ 10,037	$ 22,789	$ 22,734	$ 12,444	$ 26,203	$ 19,311	$ 11,632
Less Rehabilitation Reserve	$ (502,696)	$ (30,271)	$ (152,173)	$ (9,599)	$ (23,237)	$ (22,088)	$ (11,647)	$ (27,360)	$ (19,429)	$ (11,310)
Contibutions/(Transfers)	$ 13,814	$ 198	$ 1,379	$ (94)	$ 799	$ 5	$ (299)	$ 1,500	$ 499	$ 28
Estimated Operating Fund Balance (6/30/22)	$ 13,499	$ 645	$ 3,292	$ 344	$ 351	$ 651	$ 499	$ 343	$ 381	$ 350
Reserve for Rehabilitation (7/1/21)	$ 502,696	$ 30,271	$ 152,173	$ 9,599	$ 23,237	$ 22,088	$ 11,647	$ 27,360	$ 19,429	$ 11,310
Planned Expenditures for Fiscal Year 2021-22	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated Rehab. Fund Balance (6/30/22)	$ 502,696	$ 30,271	$ 152,173	$ 9,599	$ 23,237	$ 22,088	$ 11,647	$ 27,360	$ 19,429	$ 11,310
Total Estimated Reserve Fund Balance (6/30/22)	**$ 516,195**	**$ 30,916**	**$ 155,465**	**$ 9,943**	**$ 23,588**	**$ 22,739**	**$ 12,145**	**$ 27,703**	**$ 19,810**	**$ 11,660**

Operation and Maintenance Budget	Zone 10 Storm Drain Maint.	Zone 11 Storm Drain Maint.	Zone 12 Storm Drain Maint.	Zone 13 Storm Drain Maint.	Zone 14 Storm Drain Maint.	Zone 15 Storm Drain Maint.	Zone 16 Storm Drain Maint.	Zone 17 Storm Drain Maint.	Zone 18 Storm Drain Maint.	Zone 19 Storm Drain Maint.
DIRECT COSTS										
Maintenance & Servicing										
Access Surfacing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vandalism Abatement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Repair & Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance	$ 500	$ 300	$ 250	$ 500	$ 500	$ 100	$ 200	$ 5,000	$ 500	$ 1,000
Capital Rehabilitation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	**$ 500**	**$ 300**	**$ 250**	**$ 500**	**$ 500**	**$ 100**	**$ 200**	**$ 5,000**	**$ 500**	**$ 1,000**
INCIDENTAL COSTS										
City Administration	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400
Assessment Engineering	$ 63	$ 63	$ 63	$ 63	$ 63	$ 60	$ 63	$ 63	$ -	$ -
Advertising	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ -	$ -
County Administration Fee	$ 11	$ 5	$ 18	$ 11	$ 8	$ 7	$ 1	$ 1	$ 35	$ -
Subtotal	**$ 498**	**$ 491**	**$ 505**	**$ 497**	**$ 494**	**$ 141**	**$ 487**	**$ 487**	**$ 435**	**$ 400**
Total Expenses	**$ 998**	**$ 791**	**$ 755**	**$ 997**	**$ 994**	**$ 241**	**$ 687**	**$ 5,487**	**$ 935**	**$ 1,400**
COLLECTIONS AND CREDITS APPLIED TO LEVY										
Reserve Fund Collection /(Transfer)	$ 316	$ (649)	$ (566)	$ 836	$ (2,326)	$ (1,559)	$ (241)	$ (673)	$ (1,640)	$ (3,300)
Balance to Levy	$ 682	$ 1,440	$ 1,320	$ 161	$ 3,320	$ 1,800	$ 928	$ 6,160	$ 2,575	$ 4,700
FUND BALANCE SUMMARY										
Estimated Fund Balance (7/1/21)	$ 10,578	$ 20,606	$ 18,136	$ 3,016	$ 35,506	$ 22,090	$ 8,790	$ 51,595	$ 11,810	$ 10,300
Less Rehabilitation Reserve	$ (9,763)	$ (20,859)	$ (18,324)	$ (1,681)	$ (37,335)	$ (23,528)	$ (8,688)	$ (49,524)	$ (12,982)	$ (12,900)
Contibutions/(Transfers)	$ (316)	$ 649	$ 566	$ (836)	$ 2,326	$ 1,559	$ 241	$ 673	$ 1,640	$ 3,300
Estimated Operating Fund Balance (6/30/22)	$ 499	$ 396	$ 377	$ 499	$ 497	$ 121	$ 343	$ 2,744	$ 468	$ 700
Reserve for Rehabilitation (7/1/21)	$ 9,763	$ 20,859	$ 18,324	$ 1,681	$ 37,335	$ 23,528	$ 8,688	$ 49,524	$ 12,982	$ 12,900
Planned Expenditures for Fiscal Year 2021-22	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated Rehab. Fund Balance (6/30/22)	$ 9,763	$ 20,859	$ 18,324	$ 1,681	$ 37,335	$ 23,528	$ 8,688	$ 49,524	$ 12,982	$ 12,900
Total Estimated Reserve Fund Balance (6/30/22)	**$ 10,262**	**$ 21,255**	**$ 18,702**	**$ 2,180**	**$ 37,832**	**$ 23,649**	**$ 9,031**	**$ 52,268**	**$ 13,450**	**$ 13,600**

Assessment per Parcel

The maximum allowable assessment per equivalent dwelling unit (EDU) listed in the District budget is based on the estimated maintenance and services costs for Fiscal Year 2021-22. Each year, prior to the assessments being placed on the tax roll, the City will review the budget and determine the amount needed to maintain the improvements for the upcoming Fiscal Year. The actual assessment per EDU will be based on the total amount of funds needed to maintain the improvements in a satisfactory condition. The actual annual assessment amount may be lower than the maximum allowable assessment.

Zone 1 Street Maintenance

For Fiscal Year 2021-22, there are 61 parcels in Zone 1. Sixty residential parcels will be assessed $21.08 per parcel pursuant to the provisions of Part IV of this report. The remainder parcel, Assessor Parcel Number 1201-051-17, will be assessed $222.50.

Zone 2 Storm Drain Maintenance

Zone 2 is referenced by Tract 14326 - Storm Drain Plans. 325 residential parcels will be assessed $24.50 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 3 Storm Drain Maintenance

Zone 3 consists of 2 parcels 1201-131-05 (Walgreen's) and 1201-131-04 (KFC, Taco Bell). The two non-residential parcels will be assessed $296.35 per parcel pursuant to the provision of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 4 Street Maintenance

For Fiscal Year 2021-22, there are 53 residential parcels in Zone 4. 16 parcels will be assessed $8.05 per parcel, 32 parcels will be assessed $32.20 per parcel and 5 parcels will be assessed $68.43 per parcel pursuant to the provisions of Part IV of this report and each parcel may be increased by a maximum of 5% per year.

Zone 5 Storm Drain Maintenance

Zone 5 is referenced by Tract 15375 - Storm Drain Plans. The 46 residential parcels will be assessed $28.37 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 6 Storm Drain Maintenance

Zone 6 is referenced by Tract 15969 and Tract 15969-1 - Storm Drain Plans. The 39 residential parcels will be assessed $17.94 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 7 Street Maintenance

For Fiscal Year 2021-22, there are 2 parcels in Zone 7. The commercial parcels will be assessed $2.62 per frontage foot of each parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 8 Storm Drain Maintenance

Zone 8 is referenced by Tract 16404 - Storm Drain Plans. The 87 residential parcels will be assessed $14.50 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 9 Storm Drain Maintenance

Zone 9 is referenced by Tract 14757 - Storm Drain Plans. The 47 residential parcels will be assessed $15.50 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 10 Storm Drain Maintenance

Zone 10 is referenced by Tract 16607 - Storm Drain Plans. The 38 residential parcels will be assessed $17.94 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 11 Storm Drain Maintenance

Zone 11 is referenced by Tract 15960 - Storm Drain Plans. The 16 residential parcels will be assessed $90.00 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 12 Storm Drain Maintenance

Zone 12 is referenced by Tract 16914 - Storm Drain Plans. The 60 residential parcels will be assessed $22.00 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 13 Storm Drain Maintenance

Zone 13 is referenced by Tract 17590 - Storm Drain Plans. The 9 residential parcels will be assessed $17.94 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 14 Storm Drain Maintenance

Zone 14 is referenced by Tract 17263 - Storm Drain Plans. The 25 residential parcels will be assessed $132.80 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 15 Storm Drain Maintenance

Zone 15 is referenced by Tract 18199 - Storm Drain Plans. The 24 residential parcels will be assessed $75.00 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 16 Storm Drain Maintenance

Zone 16 consists of 1 parcel, APN 1200-081-05. The parcel will be assessed $76.61 per acre pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 17 Storm Drain Maintenance

Zone 17 is referenced by Tract 18677 – The 35 residential parcels will be assessed $176.00 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 18 Storm Drain Maintenance

Zone 18 is referenced by Tract 17682 – The 118 residential parcels will be assessed $21.82 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 19 Storm Drain Maintenance

Zone 19 is referenced by Tracts 18935 and 16745 – The 80 residential parcels will be assessed $58.75 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

PART IV – METHOD OF ASSESSMENT

General

Pursuant to the 1982 Act and Article XIIID, all parcels that receive a special benefit conferred upon them as a result of the maintenance and operation of improvements and services shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the maintenance and operation of improvements. Chapter 6.4, Division 2, Title 5, of the Government Code, the Benefit Assessment Act of 1982, permits the establishment of assessment districts by Cities for the purpose of providing certain public improvements that include street and flood control facility maintenance.

Section 54711 of the Benefit Assessment Act of 1982 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This Section states:

a. No benefit assessment shall be levied pursuant to this chapter unless it meets all of the following requirements:

    1. The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service. Except as provided in subdivision (d) or (e) of Section 54715, in the case of a benefit assessment for flood control services, the benefit must be determined on the basis of the proportionate storm water runoff from each parcel. In the case of an assessment for the maintenance of streets, roads, or highways, the benefit shall be in proportion to the estimated traffic volume to be generated by each parcel assessed, or by any other reasonable basis as determined by the legislative body.

    2. The annual aggregate amount of the assessment shall not exceed the estimated annual cost of providing the service.

    3. The revenue derived from the assessment shall not be used to pay the cost of any service other than the service for which the assessment was levied.

b. This section does not limit or prohibit the levy or collection of any other fee, charge, or tax for the provision of services, except that a maintenance district formed pursuant to Chapter 7 (commencing with Section 1550) of Division 2 of the Streets and Highways Code shall impose an assessment pursuant to this chapter only as an alternative to imposing a property tax for the provision of street lighting services.

The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000) [of the Streets and Highways Code, State of California]).

The 1982 Act also permits the designation of zones of benefit within any individual assessment district.

Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways.

The net amount to be assessed may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels. Proposition 218, approved by the voters in November 1996, requires the City to separate general benefit from special benefit, whereas only special benefit is assessed.

The costs for the operation, maintenance and servicing of the improvements maintained for each zone are apportioned in accordance with the methodology which was established by the City Council upon formation of the District.

Special Benefit

The maintenance and operation of drainage, flood control, and streets within the District are for the benefit of the properties within the District, and as such confer a special and direct benefit to parcels within the District by:

- allowing individual parcels to be developed and used to their fullest extent by ensuring adequate drainage and vehicular access which is essential to the use, of those properties, and
- improving the livability, appearance, and desirability for properties within the boundaries of the District, and
- ensuring that improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties within the District.

The above mentioned items contribute to a specific enhancement of the properties within the District. Since these improvements were installed and are maintained specifically for the properties within the District; only properties within the District receive a special benefit and are assessed for said maintenance.

General Benefit

Although the improvements may include public streets and drainage facilities that connect to similar facilities outside the District boundaries, the construction, maintenance and operation of these improvements are only necessary for the development of properties within the District. As such, these improvements were not required nor necessarily desired by any properties or developments outside the District boundary and any public access or use of the improvements by others is incidental. Therefore, it has been determined that the ongoing maintenance, servicing and operation of the District improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District.

Method of Assessment Spread

Method of Assessment – Zone 1

The Street and Drainage Maintenance District was formed to provide a funding source for the maintenance and servicing of streets, roads and highways within the boundaries of Zone 1. The services for Zone 1 Street Maintenance consist of the maintenance of a public easement emergency access road which provides secondary access to those parcels of land within Tract 15663 of the City of Highland.

Zone 1 parcels benefiting from the street maintenance have been determined to be predominantly of the same land use type, specifically, single family detached home sites. Therefore, each home within the tract receives the same benefit from the maintenance of the emergency access street and shall be treated equally in determining the method of spreading assessments.

The assessment costs for the operation, maintenance and servicing of the improvements are apportioned in accordance with the methodology which was established by the City Council upon formation of the District. It was determined at that time that the most equitable method for spreading the estimated benefit received by each parcel in Zone 1 should be based on the Equivalent Dwelling Unit (EDU) method. One parcel within the boundaries of Zone 1 is designated under a commercial land use. Emergency access to the residential parcels is being maintained in the form of a road easement on this developed commercial parcel. This commercial parcel will have use of the road easement for its own business purposes and will also receive emergency vehicle access benefit for which it will be assessed. While the residential parcels will be assessed on the basis of one EDU per parcel, the commercial parcel will be assessed four (4) EDU per acre. The formula is as follows:

Assessable budget ÷ total EDUs = rate per EDU

$1,487.30 ÷ 70.555 EDUs = $21.08 per EDU

Zone 1 Street Maintenance Assessment Calculation							
Landuse	Parcels	Dwelling Units	Acres	EDU Factor	Total EDUs	Rate/EDU	Total Asmt
Residential	60	60		1.00/DU	60.000	$21.08	$1,264.80
Commercial	1		2.638	4.00/Acre	10.555	$222.50	$222.50
	61				70.555		$1,487.30

Method of Assessment - Zone 2

Property in Zone 2, which benefits from storm drain and channel maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 2 Storm Drain Maintenance consists of the cleaning of a storm drain channel and maintenance of a 54" RCP storm drain system surrounding Tract 14326 and the storm drain system including catch basins within Tract 14326 which protects the single family residential parcels in the tract from flood damage.

Method of Assessment - Zone 3

Property in Zone 3, which benefits from storm drain and channel maintenance, has been determined to be of the same commercial land use type. Since parcels within the zone receive the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 3 Storm Drain Maintenance consists of the cleaning of a storm drain channel and maintenance of the storm drain system within the zone along Boulder Avenue south of Base Line, including catch basins within the zone which protect the parcels in the zone from flood damage.

Method of Assessment - Zone 4

The services for Zone 4 Street Maintenance consist of the maintenance of the alley connecting Carriage Hill Drive and Coachman Lane which provides primary and secondary access to those parcels of land within Tracts 7996 and 8718 of the City of Highland.

Zone 4 parcels benefiting from the street maintenance have been determined to be of the same land use type, specifically, single family detached home sites. Certain parcels within the zone receive greater benefits from the maintenance of the improvements than other parcels within the same zone by taking primary or secondary access to their property via the alley. Parcels fronting the medians in Carriage Hill Drive pay 4 times more than those lots not fronting the Carriage Hill Drive medians, and parcels taking primary access to their property via the alley pay 8.5 times more than those lots not fronting on the improvements.

The assessment costs for the operation, maintenance and servicing of the improvements are apportioned in accordance with the above methodology. The formula is as follows:

Assessable budget ÷ total EDUs = rate per EDU

$1,501.35 ÷ 186.50 EDUs = $8.05 per EDU

Zone 4 Street Maintenance Assessment Calculation

Landuse	Parcels	Dwelling Units	EDU Factor	Total EDUs	Rate/EDU	Total Asmt
Fronting Improvements	5	5	8.50/DU	42.50	$8.05	$342.15
Fronting Carriage Hill Drive	32	32	4.00/DU	128.00	$8.05	$1,030.40
No Frontage	16	16	1.00/DU	16.00	$8.05	$128.80
	53			186.50		$1,501.35

Method of Assessment - Zone 5

Property in Zone 5, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 5 Storm Drain Maintenance consists of the maintenance of the storm drain system surrounding Tract 15375 and the storm drain system including catch basins within Tract 15375 which protect the single family residential parcels in the tract from flood damage.

Method of Assessment - Zone 6

Property in Zone 6, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 6 Storm Drain Maintenance consists of the maintenance of a 72" storm drain along Sycamore and catch basins on Streater which serve Tract 15969 and Tract 15969-1 and protect the single family residential parcels in the tract from flood damage.

Method of Assessment - Zone 7

The services for Zone 7 Street Maintenance consist of the maintenance of the connector road between Boulder Avenue and Stoney Creek Drive which provides emergency vehicle access to Zone 7.

Property in Zone 7, which benefits from maintenance of the connector road has been determined to be of commercial land use. Future parcels which annex to Zone 7 will be assessed for their proportionate share of the maintenance costs on a front footage basis since they will benefit equally from the maintenance of the connector road.

Method of Assessment - Zone 8

Property in Zone 8, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 8 Storm Drain Maintenance consists of the maintenance of a 27" storm drain along Marshall Court from Bruce Street to Base Line, including catch basins, manholes and other appurtenant facilities, which provide flood control protection for Tract 16404 and protect the single family residential parcels in the tract from flood damage.

Method of Assessment - Zone 9

Property in Zone 9, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 9 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 14757, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 10

Property in Zone 10, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 10 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 16607, which provides flood control protection for the tract, and all storm drain pipes and

catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 11

Property in Zone 11, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 11 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 15960, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 12

Property in Zone 12, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 12 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 16914, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 13

Property in Zone 13, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 13 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 17590, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 14

Property in Zone 14, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same

flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 14 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 17263, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 15

Property in Zone 15, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 15 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 18199, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 16

Property in Zone 16, which benefits from storm drain maintenance, has been determined to be of the same commercial land use type. Since parcels within the zone receive the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments based upon parcel acreage.

Zone 16 Storm Drainage maintenance consists of the cleaning of a storm drain channel and maintenance of the storm drain system within the zone in Boulder Avenue south of Base Line, including catch basins within the zone which protect the parcels in the zone from flood damage.

Method of Assessment - Zone 17

Property in Zone 17, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 17 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 18677, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 18

Property in Zone 18, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 18 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 17682, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 19

Property in Zone 19, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 19 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract Nos. 18935 and 16745, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

APPENDIX A – ASSESSMENT DIAGRAM

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of San Bernardino, at the time this report was prepared, and are incorporated by reference herein and made part of this report.

APPENDIX B – ASSESSMENT ROLL

The assessment roll is a listing of the proposed assessment for Fiscal Year 2021-22 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of San Bernardino. The assessment roll for Fiscal Year 2021-22 is submitted separately and is incorporated by reference and is on file in the City Clerk's office.

ATTACHMENT 2

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND COUNTY OF SAN BERNARDINO, CALIFORNIA GIVING PRELIMINARY APPROVAL OF REPORT FOR STREET AND DRAINAGE MAINTENANCE DISTRICT NO. 96-1 FISCAL YEAR 2021-22

RESOLVED by the City Council of the City of Highland that:

WHEREAS, on the 26th day of January 2021, said City Council did adopt its Resolution No. 2021-003 directing the Engineer of Work to make and file with the City Clerk of said City a report in writing as required by the Benefit Act of 1982; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under the pursuant to said act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no part of said report requires modification in any respect;

NOW THEREFORE, it is ordered as follows:

1. That the Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.

2. That the land so identified within said Assessment District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

3. That the proposed assessment upon the subdivision of land in said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

4. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

APPROVED AND ADOPTED this 25th day of May, 2021.

_____
Penny Lilburn
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

ATTACHMENT 3

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL 2021-22 IN STREET AND DRAINAGE MAINTENANCE DISTRICT NO. 96-1, AN ASSESSMENT DISTRICT, AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Highland, pursuant to the provisions of the Benefit Assessment Act of 1982 codified in Government Code Section 54703 et seq. of the State of California, does resolve as follows:

Description of Work

SECTION 1. That the public interest and convenience requires and it is in the intention of the City Council of the City of Highland, California, to order the following work be done, to wit:

1. Maintenance and servicing of streets and drainage structures as authorized by Section 54703 of the Government Code.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Location of Work

SECTION 2. (1) The Zone 1 described work is to be located within an access easement located between Nye Street and Base Line shown as Emergency Access on the final map of Tract 15663, which is on file in the City Clerk's office. (2) The Zone 2 described work is to be located within roadway, right-of-way or drainage easement within and outside the incorporated boundaries of the City of Highland, along Greenspot Road, Calle Del Rio Street, Mission Street, more particularly described on drainage improvements plans for Tract 14326, 14326-1 and 14326-2, which are on file in the City Engineer's office. (3) The Zone 3 described work is to be located within roadway, right-of-way or drainage easements along Boulder Avenue as shown on drainage improvement plans for the Walgreens Pharmacy located at the southeast corner of Base Line and Boulder Avenue. (4) The Zone 4 described work is to be located within the alley that connects Carriage Hill Drive to Coachman Lane. (5) The Zone 5 described work is to be located within roadway, right-of-way on drainage easements along Santa Ana Canyon Rd., Marianne Way, and Alta Vista Drive. (6) The Zone 6 described work is to be located within roadway, right-of-way or drainage easements

along Streater Drive and Sycamore Drive as shown on the drainage improvement plans for Tract 15969 and 15969-1, which are on file in the City Engineer's office. (7) The Zone 7 described work is to be located within the connector road located between Boulder Avenue and Stoney Creek Drive as shown as "Access Easement A" on Parcel Map 15687 which is on file in the City Clerk's office. (8) The Zone 8 described work is to be located within roadway, right-of-way or drainage easements along Marshall Court. (9) The Zone 9 described work is to be located within roadway, right-of-way or drainage easements as shown on the drainage improvement plans for Tract 14757, which are on file in the City Engineer's office. (10) The Zone 10 described work is to be located within roadway, right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 16607, which are on file in the City Engineer's office. (11) The Zone 11 described work is to be located within roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 15960, which are on file in the City Engineer's office. (12) The Zone 12 described work is to be located within roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 16914. (13) Zone 13 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 17590. (14) Zone 14 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 17263. (15) Zone 15 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 18199, which are on file in the City Engineer's office. (16) Zone 16 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for the commercial development known as San Manual Village, which are on file in the City Engineer's office. (17) Zone 17 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 18677, which are on file in the City Engineer's office. (18) Zone 18 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 17682, which are on file in the City Engineer's office. (19) Zone 19 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tracts 16745 and 18935, which are on file in the City Engineer's office.

Description of Assessment District

SECTION 3. That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and the said City Council hereby makes the expense of said work chargeable upon a district, which said district is described as follows: (1) Zone 1: All that certain territory of Subdivision Tract 15663 within the City of Highland, and a commercial parcel of land described as the "remainder parcel of Tract 15663," recorded in Map Book 260 and Page 79 thru 83, San Bernardino County, (2) Zone 2: all that certain territory of Tentative Tract 14326, 14326-1, and 14326-2, and recorded in

Parcel Map Book 160 and Page 26 thru 28 San Bernardino County as Parcel Map No. 13639, (3) Zone 3: all that certain territory described as Parcel 1, Certificate of Compliance No. 99-011, and recorded as Document No. 19990399965, San Bernardino County, (4) Zone 4: all that certain territory of Subdivision Tract 7996 and recorded in Map Book 110, Page 97 thru 98, and Tract 8718 and recorded in Map Book 119 Page 45 thru 47, San Bernardino County, (5) Zone 5: all that certain territory of Subdivision Tract 15375, and recorded in Map Book 282 and Page 73 thru 75, San Bernardino County, (6) Zone 6: all that certain territory of Subdivision Tract 15969 and 15969-1, and recorded in Map Book 281 and Page 95 thru 97, and Map Book 281 and Page 92 thru 94 respectively, (7) Zone 7: Parcels 3,4, and 5 of Parcel Map 15687 and recorded in Parcel Map Book 193, Page 38 thru 39, San Bernardino County, (8) Zone 8: all that certain territory of Subdivision Tract 16404 and recorded in Map Book 297, and Page 4 thru 7 respectively, (9) Zone 9: all that certain territory of Tract 14757 in Map Book 303, Page 5 thru 9; (10) Zone 10: all that certain territory of Tract 16607 in Map Book 307, Pages 25 & 26; (11) Zone 11: all that certain territory of Tentative Subdivision Tract 15960; (12) Zone 12: all that certain territory of Tentative Subdivision Tract 16914. (13) Zone 13: all that certain territory of Tentative Subdivision Tract 17590; (14) Zone 14: all that certain territory of Tentative Subdivision Tract 17263; (15) Zone 15: all that certain territory of Tentative Subdivision Tract 18199; (16) Zone 16: all that certain territory of Assessor's Parcel Number's 1200-081-01-0000 and 1200-081-03-0000; (17) Zone 17: all that certain territory of Tentative Subdivision Tract 18677; (18) Zone 18: all that certain territory of Tract 17682; (19) Zone 19: all that certain territory of Tracts 16745 and 18935.

Report of the Engineer

SECTION 4. The City Council of said City by Resolution No. 2021-___ has accepted the report of the Engineer of Work, which report indicates the amount of the proposed assessment, the property to be assessed, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for City of Highland, Street and Drainage District No. 96-1" is on file in the Office of the City Clerk of said City and was prepared for the 2021-22 Fiscal Year in accordance with The Benefit Assessment Act of 1982. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Collection of Assessments

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the City Council of said City and said Council will annually conduct public hearings upon said report as required by law, at which time assessments for the next fiscal year will be determined.

Time and Place of Hearing

SECTION 6. Notice is hereby given that on the 22nd day of June 2021, at 6:00 p.m., or as soon thereafter as may be heard, the City Council of the City of Highland will hold a public hearing and any and all persons having any objection to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention.

Due to the COVID-19 pandemic public health orders, which limit in-person public meetings, the public hearing will be held either in the City Hall Donahue Council Chambers, 27215 Base Line, Highland, California, 92346, or in another manner specified in the meeting agenda. Please check the June 22, 2021 City Council agenda once it is posted on the City's website for information as to how to participate in the City Council meeting.

To avoid physical contact, the City strongly encourages you to submit your comments by email in advance to the City Clerk at publiccomment@cityofhighland.org and include "Street and Drainage Maintenance District No. 96-1" in the title. Any written comments received will be included as part of the public record on this matter.

Benefit Act of 1982

SECTION 7. All of the work herein proposed shall be done and carried through in pursuance of the act of the legislature of the State of California designated as the Benefit Act of 1982, being Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California.

Exclusion of Public Property

SECTION 8. All lots or parcels belonging to public agencies shall be omitted from assessments to be made hereafter to cover the costs and expenses of the Work.

Publication of Notice

SECTION 9. Published notice shall be made pursuant to Section 6063 of the Government Code. The publication of notice of hearing shall be completed at least 10 days prior to the date of hearings.

Certification

SECTION 10. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 25th day of May 2021.

_____
Penny Lilburn
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 2021

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Melissa Morgan, Public Services Manager

SUBJECT: Consolidated Landscape and Lighting District 96-1 Annual Report (Fiscal Year 2021/22)

RECOMMENDATION: (1) Adopt Resolution 2021-___ giving preliminary approval of the Annual Report; and

(2) Adopt Resolution 2021-___ setting June 22, 2021 as the date of the protest hearing.

FISCAL IMPACT: Total proposed amounts for 2021/22 assessment are as follows:

Zone A (Lighting)	$338,744.00
Zone B (Landscape)	453,196.00
Zone C (Trail)	13,761.00
Zone D (Park)	96,979.00
TOTAL	$902,680.00

For FY 2021/22 Zone B will have an estimated budget deficit of an of $180,272. The Fiscal Years 2021/23, two-year budget has an estimated ending fund deficit of $308,435. The City's share for Park Maintenance in Zone D (Park) is estimated to be $58,928.

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.

Approved _____ Motion _____ Second _____ Agenda Item No. 8

Denied _____ Ayes _____

Noes _____ File No. _____

Continued _____ Abstain _____

Tabled _____ Absent _____

City Clerk City Manager

The City's Consolidated Landscape and Lighting District 96-1 consists of four zones. They are Zone A (Lighting), Zone B (Landscape), Zone C (Trail) and Zone D (Park). Each zone is further divided into several sub-zones. The revenues and expenditures of each sub-zone are tracked separately so that a separate budget can be prepared, and a separate assessment amount can be projected for each sub-zone.

On January 26, 2021, the City Council adopted Resolution No. 2021-002 which directed the "Engineer of Work" to make and file with the City Clerk the 2021/22 Annual Report that is attached hereto as Attachment 1. The proposed Resolution, attached hereto as Attachment 2, gives preliminary approval of the Engineer's Report. The proposed Resolution, attached hereto as Attachment 3, sets the Protest Hearing for the regularly scheduled City Council meeting on June 22, 2021.

Zone A (Lighting)

The amount of assessments has been set at the 1993-94 level with no increase for twenty-six consecutive years. It should be noted the City has completed the purchase of the eligible streetlights from Southern California Edison and retrofitted the streetlights to LED lamps.

The 2021/22 annual assessment will continue for another year as follows:

Zone	Land Use	Assessment
Urban		
•	Residential	$23.75
•	Residential Rural	$20.51
•	Non-Residential	$28.86
•	Agricultural	$ 7.71
Rural		
A-5		$ 7.07

Zone B (Landscape)

Zone B (Landscape) will include eighty-three (83) sub-zones in fiscal year 2021/22. Forty-seven (47) sub-zones are currently maintained by the City. Landscaping of thirty-seven (36) sub-zones are being maintained by the property owners.

For fiscal year 2021/22, seventeen (17) sub-zones will remain at their current assessment level, thirty (30) sub-zones are proposed to be increased by five percent (5%), thirty-six (36) sub-zones will have zero assessment. The proposed 5% increase of assessments do not require separate approval of the property owners because the increase is within the percentage of annual adjustment previously approved in the original ballot. It should be noted that in fiscal year 2021/22 there will be a projected budget deficit in the amount of $180,272. The Fiscal Years 2021/23, two-year proposed budget has estimated an ending fund deficit of $308,435. In addition, fifteen (15) sub-zones do not allow for an increase in assessment rate without re-balloting. Under the direction of the Finance subcommittee, Staff is currently exploring options to reduce costs and/or increase the assessments for those fifteen (15) sub-zones that have a negative fund balance.

For comparison purposes, below are the 2018/19, 2019/20, 2020/21 and the proposed 2021/22 assessment:

Zone B	Tract/ Parcel Map	Developer	2018/19	2019/20	2020/21	Proposed 2021/22
B-0	12484	Centex	$31.42 – 45.28	$31.42 – 45.28	$31.42 – 45.28	$31.42 – 45.28
B-1	10102 10102-5	Pulsar	$31.24 – 34.36	$31.24 – 34.36	$31.24 – 34.36	$31.24 – 34.36
B-2	13936 -1-2-3	JM Dev./ Forecast Homes	$30.14 – 33.15	$30.14 – 33.15	$30.14 – 33.15	$30.14 – 33.15
B-3	12474 12474-1	Centex	$7.85 – 8.64	$7.85 – 8.64	$7.85 – 8.64	$7.85 – 8.64
B-4	11181	Sexton	$108.94 – 119.83	$108.94 – 119.83	$108.94 – 119.83	$108.94 – 119.83
B-5	13956	Raleco	$30.90 – 33.99	$30.90 – 33.99	$30.90 – 33.99	$30.90 – 33.99
B-6	14190	Kaufman & Broad	$54.74 – 60.21	$54.74 – 60.21	$54.74 – 60.21	$54.74 – 60.21
B-7	13237	Low	$38.30 – 42.13	$38.30 – 42.13	$38.30 – 42.13	$38.30 – 42.13
B-8	13315	Highland Pointe	$63.61 – 297.05	$63.61 – 297.05	$63.61 – 297.05	$63.61 – 297.05
B-9	PM 12821	Canyon North	$888.75 – 2,103.75	$888.75 – 2,103.75	$888.75 – 2,103.75	$888.75 – 2,103.75

Zone B	Tract/ Parcel Map	Developer	2018/19	2019/20	2020/21	Proposed 2021/22
B-10	14326	SunCal	$46.75 – 50.77	$46.75 – 50.77	$46.75 – 50.77	$46.75 – 50.77
B-11	14398 -1, -2, -3	Kaufman & Broad	$24.78 – 27.26	$24.78 – 27.26	$24.78 – 27.26	$24.78 – 27.26
B-12	PM 14063	Smith's (Food 4 Less)	Zero	Zero	Zero	Zero
B-13	14095, -1	Braemar	$42.30 – 46.53	$42.30 – 46.53	$42.30 – 46.53	$42.30 – 46.53
B-14	Various	East Highlands Ranch	Zero	Zero	Zero	Zero
B-15	10726	Centex	$31.82 – 35.00	$31.82 – 35.00	$31.82 – 35.00	$31.82 – 35.00
B-16	15583 15609	Gardner	$17.87 – 19.65	$17.87 – 19.65	$17.87 – 19.65	$17.87 – 19.65
B-17	7996 8718	Carriage Hills	$48.96 – 195.84	$48.96 – 195.84	$48.96 – 195.84	$48.96 – 195.84
B-18	PM 14475	Arco	Zero	Zero	Zero	Zero
B-19	PM 14615	Beaver	Zero	Zero	Zero	Zero
B-20	15618	Stratham	$114.47 – 125.92	$128.00 – 140.80	$129.88 – 142.87	$136.37 – 150.00
B-21	15788	Gardner	$66.14 – 72.75	$69.45 – 76.40	$72.92 – 80.21	$76.57 – 84.23
B-22	14362	Centex/ SunCal	$23.56 – 25.92	$24.74 – 27.21	$25.98 – 28.58	$27.28 – 30.01
B-23	PM 15119	Landmark	Zero	Zero	Zero	Zero
B-24	15788	Gardner	$4,593	$4,824	$5,065	$5,320
B-25	N/A	San Manuel	$7,655	$8,040	$8,442	$8,861

Zone B	Tract/ Parcel Map	Developer	2018/19	2019/20	2020/21	Proposed 2021/22
B-26	PM 15438	Walgreen's	$4,316	$4,753	$4,994	$5,242
B-27	N/A	McDonald's	Zero	Zero	Zero	Zero
B-28	N/A	Orco Products	Zero	Zero	Zero	Zero
B-29	N/A	Wendy's/ Gardner	$4,315	$4,530	$4,755	$4,990
B-30	15375	Centex	$145.27 – 159.80	$152.53 – 167.78	$160.16 – 176.18	$168.17 – 184.99
B-31	15969 & 15969-1	Harwood Homes	$204.02 – 224.42	$214.22 – 235.64	$224.93 – 247.42	$236.18 – 259.80
B-32	N/A	Universal Storage	Zero	Zero	Zero	Zero
B-33	N/A	Check Cashing	Zero	Zero	Zero	Zero
B-34	16404	Gardner	$75.85 – 83.44	$79.64 – 87.60	$83.62 – 91.98	$87.80 – 96.58
B-35	14757	Highland Orchards	$54.88 – 60.37	$57.62 – 63.38	$60.50 – 66.55	$63.53 – 69.88
B-36	16543	Mountain Shadows	$1,359.11	$1,427.07	$1,498.42	$1,573.34
B-37	16607	Highland Meadows	$158.17 – 173.99	$166.08 – 182.69	$174.38 – 191.82	$183.10 – 201.41
B-38	PM 9112	Pro-Cast Properties	Zero	Zero	Zero	Zero
B-39	15960	Highland Orchards	$303.88 – 334.27	$319.07 – 350.98	$335.02 – 368.52	$351.77 – 386.95
B-40	PM 16788	Valencia Lea Mobile Home	Zero	Zero	Zero	Zero
B-41	16914	Toll Bros.	Zero	Zero	Zero	Zero

Zone B	Tract/ Parcel Map	Developer	2018/19	2019/20	2020/21	Proposed 2021/22
B-42	N/A	Abdon Lucero	Zero	Zero	Zero	Zero
B-43	17590	Gardner	$491.99 – 541.19	$491.99 – 541.19	$516.59 – 568.25	$542.42 – 596.66
B-44	17263	Williams Homes	$701.79 – 771.97	$701.79 – 771.97	$736.88 – 810.57	$773.72 – 851.09
B-45	PM 17957	CVS/Bakers	Zero	Zero	Zero	Zero
B-46	PM 18012	Citicom	Zero	Zero	Zero	Zero
B-47	18199	Gardner	$204.02 – 224.42	$204.02 – 224.42	$214.22 – 235.64	$224.93 – 247.42
B-48	Various	Greenspot Median/Parkways	$71,974	$71,974	$75,572	$79,331
B-49	N/A	Farmer Bros	Zero	Zero	Zero	Zero
B-50	N/A	Fifth Street Medians	Zero	Zero	Zero	Zero
B-51	N/A	Jack-in-the-Box	Zero	Zero	Zero	Zero
B-52	N/A	Jack-in-the-Box Median	Zero	Zero	Zero	Zero
B-53	PM 19025	Valero Gas Station	Zero	Zero	Zero	Zero
B-54	N/A	Baseline Parkways	$12,903	$12,903	$13,548	$14,226
B-55	18677	Williams Homes	$601.68 – 661.85	$601.68 – 661.85	$631.76 – 694.94	$663.35 – 729.69
B-56	18677	Williams Homes	$71.02	$71.02	$74.57	$78.30
B-57	N/A	Dairy Queen Parkway	Zero	Zero	Zero	Zero

Zone B	Tract/ Parcel Map	Developer	2018/19	2019/20	2020/21	Proposed 2021/22
B-58	N/A	Dairy Queen Median	Zero	Zero	Zero	Zero
B-59	N/A	DFI Olive, Inc.	$982.75 – 1,081.03	$1,031.89 – 1,135.08	$1,083.48 – 1,191.83	$1,137.65 – 1,251.42
B-60	PM 19376	Family Dollar, Inc.	Zero	Zero	Zero	Zero
B-61	Various	Base Line Town Center Medians	$7,726	$8,112	$8,518	$8,943
B-62	N/A	Jae Kim	Zero	Zero	Zero	Zero
B-63	N/A	Brightwater Medians	$7,804	$8,194	$8,603	$9,034
B-64	N/A	Brightwater Parkway	Zero	Zero	Zero	Zero
B-65	N/A	EVWD Parkway	Zero	Zero	Zero	Zero
B-66	N/A	EVWD Median	Zero	Zero	Zero	Zero
B-67	N/A	Potomac Plaza	Zero	Zero	Zero	Zero
B-68	N/A	Richmond American Parkway	$328.14	$344.54	$361.77	$379.86
B-69	N/A	Richmond American Medians	$48.58	$51.07	$53.56	$56.24
B-70	16745 & 18935	Diversified Pacific	$347.16	$364.52	$382.75	$401.89
B-71	N/A	Am/PM Arco	Zero	Zero	Zero	Zero
B-72	PM 19742	Smart &Final	Zero	Zero	Zero	Zero
B-73	N/A	Real Journey Academies (median)	Zero	$3,675	$3,859	$4,052

Zone B	Tract/ Parcel Map	Developer	2018/19	2019/20	2020/21	Proposed 2021/22
B-74	N/A	Real Journey Academies (parkway)	Zero	Zero	Zero	Zero
B-75	N/A	Panda Express	N/A	Zero	Zero	Zero
B-76	N/A	East Baseline Medians	N/A	$800	$840	$882
B-77	N/A	Jack in the Box	N/A	Zero	Zero	Zero
B-78	N/A	Transition Properties (parkway)	N/A	Zero	Zero	Zero
B-79	N/A	Transition Properties (median)	N/A	$11,775	$12,364	$12,364
B-80	N/A	Pepitos (median)	N/A	Zero	Zero	Zero
B-81	N/A	Pepitos (parkway)	N/A	Zero	Zero	Zero
B-82	N/A	Smith's Food/Food-4-Less (median)	N/A	Zero	Zero	$7,200

Zone C (Trail)

Zone C (Trail) has nine (9) sub-zones. For fiscal year 2021/22, all nine (9) existing annexations are proposed to be increased. The proposed 5% increase of assessments do not require separate approval of the property owners because the increase is within the percentage of annual adjustment previously approved in the original ballot.

Below are the proposed assessments:

Zone C	Tract	Developer	2018/19	2019/20	Proposed 2020/21	Proposed 2021/22
C-1	14629 14629-1	Centex	$18.29	$19.20	$20.16	$21.17

Zone C	Tract	Developer	2018/19	2019/20	Proposed 2020/21	Proposed 2021/22
C-2	15689 15583	Gardner	$14.15	$14.86	$15.60	$16.38
C-3	15374	Centex	$25.33	$26.60	$27.93	$29.33
C-4	15969 15969-01	Harwood Homes	$18.29	$19.20	$20.16	$21.17
C-5	14757	Highland Orchards	$18.29	$19.20	$20.16	$21.17
C-6	15960	Highland Orchards	$45.03	$47.28	$49.64	$52.12
C-7	16914	Toll Bros.	$25.33	$26.60	$27.93	$29.33
C-8	17263	Hidden Creek	$67.54	$70.92	$74.47	$78.19
C-9	16745 & 18935	Diversified Pacific	$15.75	$16.54	$17.37	$18.24

Zone D (Park)

For fiscal year 2021/22, all four (4) existing annexations are proposed to be increased. The proposed 5% increase of the assessment does not require separate approval of the property owners because the increase is within the percentage of annual adjustment previously approved in the original ballot. The City will be responsible for 40% for all 4 sub-zones on behalf of the general public, and residents will be responsible for 60% to account for the special benefit they receive. The City's share for Park Maintenance in Zone D is estimated to be $58,928.

Assessment to individual property owners within Zone D will be as follows:

Zone D	Tract	Developer	2018/19	2019/20	2020/21	Proposed 2021/22
D-0	14629/ 14757	Centex	$70.10	$73.61	$77.29	$81.15

Zone D	Tract	Developer	2018/19	2019/20	2020/21	Proposed 2021/22
D-1	16404	Gardner	$295.50	$310.28	$325.79	$342.08
D-2	16914	Toll Bros.	$478.41	$502.33	$527.45	$553.82
D-3	18199	Gardner	$668.37	$701.79	$736.88	$773.72

Attachment: 1) Landscape and Lighting District No. 96-1 2021/22 Engineer's Report
2) Resolution No. 2021-___ giving preliminary approval of the Annual Report.
3) Resolution No. 2021-___ setting Protest Hearing for June 22, 2021.

ATTACHMENT 1

CITY OF HIGHLAND

ENGINEER'S REPORT
CONSOLIDATED LANDSCAPE AND LIGHTING DISTRICT NO. 96-1
FISCAL YEAR 2021-22
SAN BERNARDINO COUNTY, CALIFORNIA

May 12, 2021

PREPARED BY

Harris & Associates

22 Executive Park, Suite 200
Irvine, CA 92614
www.weareharris.com

City of Highland

Consolidated Landscape and Lighting District No. 96-1

CITY COUNCIL

Penny Lilburn, Mayor

Larry McCallon, Mayor Pro Tem

Jesse Chavez, Council Member

Anaeli Solano, Council Member

John P. Timmer, Council Member

CITY STAFF

Joe Hughes, City Manager

Carlos Zamano, Public Works Director

Melissa Morgan, Public Services Manager

HARRIS & ASSOCIATES

Alison Bouley, P.E., Assessment Engineer

Chris Thomas, Project Manager

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ENGINEER'S CERTIFICATION

AGENCY: **THE CITY OF HIGHLAND**

PROJECT: **CONSOLIDATED LANDSCAPE AND LIGHTING DISTRICT NO. 96-1**

TO: **THE CITY COUNCIL OF THE**
CITY OF HIGHLAND
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

WHEREAS, the City Council of the City of Highland (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "1972 Act" or "Assessment Law") established Landscape and Lighting District known and designated as "Consolidated Landscape and Lighting District No. 96-1", (hereafter referred to as "LLD 96-1" or the "District"); and

WHEREAS, Harris & Associates has been directed to prepare and file an Engineer's Report. The purpose of the proposed assessment covered in this Engineer's Report is for the levy of the assessments shown for Fiscal Year 2021-22, and includes the reason for the proposed assessment, identifies the parcels upon which the assessment is proposed for imposition, and presents a basis upon which the assessment is to be calculated.

NOW THEREFORE, the following assessment is proposed to be authorized in order to pay the estimated costs of maintenance, operation and servicing of the improvements to be paid by the assessable real property within the boundaries of the District in proportion to the special benefit received. The following table summarizes the proposed assessment for Fiscal Year 2021-22.

SUMMARY OF ASSESSMENT

	Fiscal Year 2021-22 As Preliminary Approved	Fiscal Year 2021-22 As Confirmed by Council
Zone A - Street Lighting	$338,744	
Zone B - Landscape Maintenance	$453,196	
Zone C - Trail Maintenance	$ 13,761	
Zone D - Park Maintenance	$ 96,979	
Estimated Total Levy FY 2021-22	**$902,680**	

In making the assessments contained herein pursuant to the Assessment Law:

1. I identified all parcels which will have a special benefit conferred upon them from the improvements described in Part II to this Engineer's Report (the "Specially Benefited Parcels"). For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is included in Appendix A of this Engineer's Report.

2. I have assessed the costs and expenses of the improvements upon the Specially Benefited Parcels. In making such assessment:

    a. The proportionate special benefit derived by each Specially Benefited Parcel from the improvements was determined in relationship to the entirety of the maintenance costs of the improvements;

    b. No assessment has been imposed on any Specially Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the improvements; and

    c. Assessment rates for Zone B-20, B-21, B-22, B-24, B-25, B-26, B-29, B-30, B-31, B-34, B-35, B-36, B-37, B-39, B-43, B-44, B-47, B-48, B-54, B-55, B-56, B-59, B-61, B-63, B-68, B-69, B-70, B-73, and B-76 were increased by 5% for Fiscal Year 2021-22, pursuant to the ballots approved by the property owners at the time of annexation to the District. All other Zone B assessment rates and conditions have not changed from the previous year.

d. Assessment rates for Zone C-1 through C-9 were increased by 5% for Fiscal Year 2021-22, pursuant to the ballots approved by the property owners at the time of formation of the Community Trail Zone or annexation to the zone.

e. Assessment rates for Zone D-0 through D-3 were increased by 5% for Fiscal Year 2021-22, pursuant to the ballots approved by the property owners at the time of formation of the Park Maintenance Zone or annexation to the zone.

f. Any general benefits from the improvements have been separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared and computed in accordance with the order of the City Council of the City of Highland and the Assessment Law.

DATED: May 12, 2021

Harris & Associates



Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work
County of San Bernardino
State of California

PART I – OVERVIEW

Background of District

The City of Highland Landscape and Lighting District No. 96-1 was formed in 1996 to provide a dedicated source of funding for the operation and servicing of street lights and the maintenance of landscaping, trails and parks within development projects in the City. New developments within the City have been required to annex to the District as a condition of approval based upon the specific improvements within the project area and the special benefits received by parcels from the improvements. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

Reason for Proposed Assessment

Approval of the proposed assessment covered by this Engineer's Report will generate the revenue necessary to:

A. Provide for the continued operation, servicing and maintenance of street lighting, landscaping, trails and park facilities within the zones of benefit for the improvements described in Part II. Maintenance may include but is not limited to, all of the following: the upkeep, repair, removal or replacement of all or any part of the specified improvements. Servicing means the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities. This shall also include material, vehicle, equipment, capital improvements and administrative costs associated with the annual administration and operation of the District.

B. The district does not include an overall annual cost of living inflator; however specific benefit zones (B-20 through B-82, C-1 through C-9, D-0 through D-3) do allow an annual increase in assessments as approved by the property owners at the time of annexation to the District. Any future increase in assessment in benefit zones which do not have an annual cost of living inflator will require the approval of a majority of the property owners in accordance with the requirements of Article XIIID of the Constitution of the State of California ("Article XIIID") and the Proposition 218 Omnibus Implementation Act.

C. Certain zones are presently established, or will be established, for future maintenance work to be accomplished by the City of Highland should the property owner(s) not perform landscape maintenance to the satisfaction of the City of Highland. The City will levy a $0.00 assessment in those zones where the property owner(s) continues to maintain the improvements at a level acceptable to the City.

PART II – PLANS AND SPECIFICATIONS

Descriptions of the Boundaries of the District

The District provides for the continued administration, maintenance, operations, and servicing of various improvements located within the public right-of-way and dedicated easements within the boundaries of the District including street lighting, landscaping, parks and trails.

The District is located in the City of Highland. The boundaries of the District are generally coterminous with the City Boundaries. In addition, there are four (4) Benefit Zones, Zone A – Lighting which has 5 sub-zones, Zone B – Landscaping which has 83 sub-zones, Zone C – Trails which has 9 sub-zones and Zone D – Parks which has 4 sub-zones.

Descriptions of Improvements and Services

The facilities to be maintained and serviced are more generally described as follows:

Zone A- Lighting

The improvements consist of the installation, operation, maintenance and servicing of street lighting, traffic signals, safety lighting, and appurtenant facilities described as follows:

> *Street, traffic signals and safety lighting improvements are generally described as consisting of poles, fixtures, bulbs, conduits and equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public rights-of-way and public easements within the proposed boundaries of said Assessment District.*

Installation as used herein means the addition or upgrading of street lights and safety lighting.

Maintenance as used herein means the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of public lighting facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the lighting or appurtenant facilities.

Servicing means the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities.

Maps showing the location of public lighting facilities to be operated and maintained by the District are on file in the office of the City Engineer.

A. Background Information

Street lights at intersections having traffic signals are referred to in this report as "safety lighting". The terms "street lights" and "safety lighting" do not include "traffic signals".

The luminaries (lighting fixtures) in the City of Highland are the Common Mast Type. The illuminating unit is exclusively high pressure sodium vapor. The light output or "lumens" for the luminaries varies depending upon the land use and classification of roadway.

In residential areas the lights are primarily either 70 or 100 watt high pressure sodium vapor. These lights are the mast-arm type of light, either mounted on ornamental standards or wooden poles.

The commercial areas are primarily along Base Line, 9th Street, Palm Avenue and Victoria Avenue. These streets have primarily 100 watt high pressure sodium vapor luminaries with some 70 and 150 watt high pressure sodium vapor luminaries.

Each type of luminary has a different wattage, and therefore a different average annual maintenance and operation cost. In Fiscal Year 2019-20 the City completed the acquisition of the street light inventory from Southern California Edison. The summary provided in Exhibit 1 on pages 20 and 21 was updated to reflect additional lights, and the costs shown reflect partial streetlight inventory conversion to LEDs. A complete inventory and the breakdown of lighting types provided above and the estimated annual costs will be updated once a detailed breakdown is provided by Southern California Edison (SCE) later in 2021. Even though most LED conversions have been completed, the costs are higher due to changes in light counts and types from updated information available as of the date of this report.

B. Performance of Maintenance Operations

Upon acquisition of the street lights from SCE, the City hired Siemens Mobility, Inc. to take over the maintenance of all the street lights within the District including signalized intersections and the maintenance of the safety lighting, or as the case may be, by the City of San Bernardino, the County of San Bernardino, or Caltrans where signalized intersections are owned and/or operated jointly by those entities.

The responsibility for maintenance may shift between agencies due to changes in ownership of streets and other variables as established by agreement. As such, during the 1993-94 Fiscal Year, the City began to maintain the lighting located on State Route 30 (now 210 Freeway), which has been relinquished by the State to the City after the project was completed. Affected streets include Boulder Avenue between Highland Avenue and 5th Street, 5th Street between Boulder Avenue and the 210 Freeway and the south half of Highland Avenue from the 210 Freeway to Boulder Avenue within the City of Highland.

Zone B - Landscaping

The improvements are the operation, maintenance and servicing of landscaping and appurtenant facilities described as follows:

> *Landscaping includes plantings, shrubbery, trees, turf, irrigation systems, entry monuments, hardscapes, walls and fencing, and appurtenant structures, including ornamental structures in public rights-of-way, public easements, and on City owned properties including parks, recreational facilities and other public open space within the Special Benefit Zones of the Assessment District.*

Maintenance as used herein means the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of landscape improvements and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping or appurtenant facilities.

Maintenance also means providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste.

Servicing means the furnishing of water and electricity for the irrigation of landscaping and the maintenance and operation of appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Planner.

Zone C - Trail Facilities

The improvements are the operation, maintenance and servicing of trail improvements and appurtenant facilities described as follows:

> *Community trail improvements, fencing improvements, and appurtenant improvements including but not limited to lighting, gates, walks, hardware, landscape barriers, soil replacement, and other improvements as initially installed, or as proposed to be installed as approved by the City.*

Maintenance as used herein means the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of improvements and appurtenant facilities, including repair, removal or replacement, and painting of all or part of any of the improvements or appurtenant facilities.

Maintenance is further defined as trash removal, debris removal, insect abatement, weed abatement, removal or mitigation of health and safety hazards, and upkeep of the general cleanliness of the trail improvements.

Servicing means the furnishing of electricity, power, and water for the irrigation of landscaping, and the maintenance and operation of appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Planner.

Zone D - Park Facilities

The improvements are the operation, maintenance and servicing of landscaping, park or recreational improvements and appurtenant facilities within the Canyon Oaks Park, the park located adjacent to Tract 16404, the park adjacent to Tract 16914 and the park adjacent to Tract 18199, including but not limited to:

> *Park and recreational improvements include lights, playground equipment, and play courts. Landscaping includes plantings, shrubbery, trees, turf, irrigation systems, entry monuments, hardscapes, walls and fencing, and appurtenant structures, including ornamental structures within the park.*

Maintenance as used herein means the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of park and recreational improvements, landscape improvements, and appurtenant facilities including repair, removal or replacement of all or part of any of the landscaping, park and recreational improvements or appurtenant facilities.

Maintenance also means providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste.

Servicing means the furnishing of electricity, water and other utilities for the irrigation, lighting, and maintenance and operation of park improvements, landscaping improvements, and appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Planner.

PART III – COST ESTIMATE

The proposed budgets for the District is shown on the following pages. This includes an estimate of the costs of utilities, operations, services, administration and maintenance associated with the improvements within each of the zones, including all labor, personnel, equipment, materials and administrative expenses. The summary also shows the estimated fund balance, and the projected contribution/(transfer) that will be required based upon the estimated expenditures and assessment revenue.

District Budget

Tables showing the Fiscal Year 2021-22 budget estimates for each zone follow.

Zone A – Street Lights

Budget Estimate

	Totals	Urban				Rural
		Zone A-1 Residential	Zone A-2 Residential Rural	Zone A-3 Non Residential	Zone A-4 Agriculture	Zone A-5 Rural
DIRECT COSTS						
STREET LIGHTING MAINTENANCE:						
Urban Zone:						
Zone A-1 - Residential	$ 304,569	$ 304,569	$ -	$ -	$ -	$ -
Zone A-2 - Residential Rural	$ 289	$ -	$ 289	$ -	$ -	$ -
Zone A-3 - Non-Residential	$ 19,002	$ -	$ -	$ 19,002	$ -	$ -
Zone A-4 - Agriculture	$ 289	$ -	$ -	$ -	$ 289	$ -
Rural Zone:						
Zone A-5 - Rural	$ 497	$ -	$ -	$ -	$ -	$ 497
Sub Total	$ 324,646	$ 304,569	$ 289	$ 19,002	$ 289	$ 497
STREET LIGHTING INSTALLATION	$ -	$ -	$ -	$ -	$ -	$ -
SAFETY LIGHTING MAINTENANCE	$ 5,367	$ 4,845	$ 7	$ 309	$ 35	$ 171
Total Direct Costs	$ 330,013	$ 309,413	$ 296	$ 19,312	$ 324	$ 668
INCIDENTAL EXPENSES:						
City Administration	$ 3,000	$ 2,813	$ 3	$ 176	$ 3	$ 6
Consultant Services	$ 6,000	$ 5,625	$ 5	$ 351	$ 6	$ 12
Advertising/Noticing Costs	$ -	$ -	$ -	$ -	$ -	$ -
San Bernardino Cnty Admin	$ 4,146	$ 3,865	$ 6	$ 148	$ 16	$ 111
Sub Total - Incidental	$ 13,146	$ 12,303	$ 14	$ 675	$ 25	$ 130
Total - Operations & Maintenance	$ 343,159	$ 321,716	$ 309	$ 19,986	$ 349	$ 798
Delinquency (Net of Noticing Costs) 3.2%	$ 10,880	$ 10,200	$ 10	$ 634	$ 11	$ 25
TOTAL ANNUAL EXPENSES	**$ 354,039**	**$ 331,916**	**$ 319**	**$ 20,620**	**$ 360**	**$ 823**
COLLECTIONS/(CREDITS) APPLIED TO LEVY						
Reserve Fund Collection/(Transfer)	$ (15,294)	$ (21,623)	$ 70	$ 3,449	$ 373	$ 2,436
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -
Balance to Levy	$ 338,744	$ 310,294	$ 390	$ 24,069	$ 732	$ 3,259
FUND BALANCE SUMMARY						
Estimated Fund Balance (7/1/21)	$ -	$ -	$ -	$ -	$ -	$ -
Contibutions/(Transfers)	$ (15,294)	$ (21,623)	$ 70	$ 3,449	$ 373	$ 2,436
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -
Contribution from City/Others	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/22)	$ (15,294)	$ (21,623)	$ 70	$ 3,449	$ 373	$ 2,436
ZONE PARCEL SUMMARY						
BU's Per Zone	14,474	13,065	19	834	95	461
No. of Assessable Parcels By Zone	13,819	12,882	19	493	54	371
Rate Per BU as Levied		$23.75	$20.51	$28.86	$7.71	$7.07
Rate per BU needed to fully fund		$25.40	$16.81	$24.72	$3.79	$1.78
Total Assessments Fiscal Year 2021-22	$338,744	$310,294	$390	$24,069	$732	$3,259

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 1 of 6)

	Total	Zone B-0 Original District No. 1 Base Line	Zone B-0 Original District No. 1 Yarnell Ave.	Zone B-1 Annex. No. 1	Zone B-2 Annex. No. 2	Zone B-3 Annex. No. 3	Zone B-4 Annex. No. 4	Zone B-5 Annex. No. 5	Zone B-6 Annex. No. 6	Zone B-7 Annex. No. 7	Zone B-8 Annex No. 8 Highland Avenue	Zone B-8 Annex No. 8 Slope Maint.	Zone B-9 Annex. No. 9	Zone B-10 Annex. No. 10	Zone B-11 Annex. No. 11	Zone B-12 Annex. No. 12
DIRECT COSTS																
MAINTENANCE AND SERVICING:																
No. of Months		12	12	12	12	12	12	12	12	12	12	12	12	12	12	0
Contract Maintenance	$ 223,000	$ 3,400	$ 1,900	$ 3,000	$ 8,000	$ 2,700	$ 500	$ 500	$ 500	$ 700	$ 1,750	$ -	$ 11,800	$ 24,000	$ 5,400	$ -
Material	$ 13,750	$ 300	$ 200	$ 300	$ 300	$ 300	$ 250	$ 200	$ 200	$ 250	$ 200	$ -	$ 300	$ 400	$ 200	$ -
Water	$ 168,200	$ 350	$ 200	$ 1,700	$ 10,000	$ 1,900	$ 700	$ 150	$ 600	$ 1,700	$ 3,200	$ -	$ -	$ 30,000	$ 3,000	$ -
Electricity	$ 16,875	$ 200	$ 125	$ 325	$ 1,000	$ 300	$ 250	$ 325	$ 325	$ 250	$ 300	$ -	$ 300	$ 800	$ 300	$ -
Sub Total	$ 421,825	$ 4,250	$ 2,425	$ 5,325	$ 19,300	$ 5,200	$ 1,700	$ 1,175	$ 1,625	$ 2,900	$ 5,450	$ -	$ 12,400	$ 55,200	$ 8,900	$ -
INCIDENTAL EXPENSES																
City Administration	$ 43,000	$ 500	$ 500	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ -	$ 1,000	$ 1,000	$ 1,000	$ -
Consultant Services	$ 2,000	$ 20	$ 11	$ 25	$ 92	$ 25	$ 8	$ 6	$ 8	$ 14	$ 26	$ -	$ 59	$ 262	$ 42	$ -
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ 319	$ 3	$ 2	$ 4	$ 15	$ 4	$ 1	$ 1	$ 1	$ 2	$ 4	$ -	$ 9	$ 42	$ 7	$ -
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ 45,319	$ 523	$ 513	$ 1,029	$ 1,106	$ 1,029	$ 1,009	$ 1,006	$ 1,009	$ 1,016	$ 1,030	$ -	$ 1,068	$ 1,303	$ 1,049	$ -
Delinquency 2%	$ 9,343	$ 94	$ 54	$ 118	$ 427	$ 115	$ 38	$ 26	$ 36	$ 64	$ 121	$ -	$ 275	$ 1,223	$ 197	$ -
Contingency 5%	$ 23,357	$ 235	$ 134	$ 295	$ 1,069	$ 288	$ 94	$ 65	$ 90	$ 161	$ 302	$ -	$ 687	$ 3,057	$ 493	$ -
Sub Total	$ 32,700	$ 329	$ 188	$ 413	$ 1,496	$ 403	$ 132	$ 91	$ 126	$ 225	$ 422	$ -	$ 961	$ 4,279	$ 690	$ -
TOTAL ANNUAL EXPENSES	$ 498,844	**$ 5,103**	**$ 3,126**	**$ 6,767**	**$ 21,902**	**$ 6,632**	**$ 2,841**	**$ 2,273**	**$ 2,760**	**$ 4,141**	**$ 6,902**	**$ -**	**$ 14,429**	**$ 60,783**	**$ 10,639**	**$ -**
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY																
Fund Balance Transfer	$ 134,624	$ (2,264)	$ (1,173)	$ -	$ -	$ -	$ -	$ (558)	$ -	$ -	$ (3,137)	$ 2,952	$ -	$ -	$ -	$ -
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (180,272)	$ -	$ -	$ (5,015)	$ (11,649)	$ (5,315)	$ (1,708)	$ -	$ (888)	$ (2,984)	$ -	$ -	$ (8,973)	$ (45,571)	$ (6,449)	$ -
Balance to Levy	$ 453,196	$ 2,839	$ 1,953	$ 1,753	$ 10,253	$ 1,316	$ 1,133	$ 1,715	$ 1,872	$ 1,157	$ 3,766	$ 2,952	$ 5,456	$ 15,211	$ 4,190	$ -
FUND BALANCE SUMMARY																
Estimated Fund Balance (7/1/21)	$ (275,768)	$ 5,814	$ 1,847	$ (55,169)	$ (60,386)	$ (55,242)	$ (20,856)	$ 9,633	$ (3,369)	$ (20,730)	$ 3,299	$ 33,118	$ (47,428)	$ (251,420)	$ (26,659)	$ -
Contibutions/(Transfers)	$ 134,624	$ (2,264)	$ (1,173)	$ -	$ -	$ -	$ -	$ (558)	$ -	$ -	$ (3,137)	$ 2,952	$ -	$ -		$ -
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/22)	$ (116,144)	$ 3,550	$ 674	$ (55,169)	$ (60,386)	$ (55,242)	$ (20,856)	$ 9,075	$ (3,369)	$ (20,730)	$ 162	$ 61,070	$ (47,428)	$ (251,420)	$ (26,659)	$ -
ZONE PARCEL SUMMARY																
No. Parcels - No Surcharge		140	126	44	272	160	6	50	32	28	46	13	4	279	157	N/A
Rate Per BU - No Surcharge		$19.51	$11.91	$31.24	$30.14	$7.85	$108.94	$30.90	$54.74	$38.30	$63.61	N/A	$3.75	$46.15	$24.78	$0.00
No. Parcels - Surcharge (see page 26)		5	19	11	62	7	4	5	2	2	12	N/A	Per Lin. Ft.	46	11	N/A
Rate Per BU - Surcharge (see page 26)		$21.46	$23.82	$34.36	$33.15	$8.64	$119.83	$33.99	$60.21	$42.13	$69.97	N/A	1,455 l.f.	$50.77	$27.26	$0.00
Other Rates or Charges												$ 227.08				
Maximum or Escalated Ballot Maximum Assessment Rate		$19.51	$11.91	$31.24	$30.14	$7.85	$108.94	$30.90	$54.74	$38.30	$63.61	$ 227.08	$3.75	$46.15	$24.78	N/A

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 2 of 6)

	Zone B-13	Zone B-14	Zone B-15	Zone B-16	Zone B-17	Zone B-18	Zone B-19	Zone B-20		Zone B-21	Zone B-22	Zone B-23	Zone B-24	Zone B-25	Zone B-26
								Annex. No. 20							
	Annex. No. 13	Annex. No. 14	Annex. No. 15	Annex. No. 16	Annex. No. 17	Annex. No. 18	Annex. No. 19	Base Line	Streater Drive	Annex. No. 21	Annex. No. 22	Annex. No. 23	Annex. No. 24	Annex. No. 25	Annex. No. 26
DIRECT COSTS															
MAINTENANCE AND SERVICING:															
No. of Months	12	0	12	12	12	0	0	12	12	12	12	0	12	12	12
Contract Maintenance	$ 1,300	$ -	$ 5,200	$ 350	$ 7,100	$ -	$ -	$ 2,100	$ 1,600	$ 1,600	$ 1,900	$ -	$ 350	$ 2,000	$ -
Material	$ 200	$ -	$ 200	$ 200	$ 200	$ -	$ -	$ 200	$ 200	$ 300	$ 300	$ -	$ 500	$ 400	$ 400
Water	$ 3,000	$ -	$ 3,800	$ 500	$ 8,700	$ -	$ -	$ 3,200	$ 1,400	$ 3,500	$ 1,500	$ -	$ -	$ 3,500	$ -
Electricity	$ 100	$ -	$ 500	$ 300	$ 800	$ -	$ -	$ 400	$ 250	$ 325	$ 300	$ -	$ -	$ -	$ -
Sub Total	$ 4,600	$ -	$ 9,700	$ 1,350	$ 16,800	$ -	$ -	$ 5,900	$ 3,450	$ 5,725	$ 4,000	$ -	$ 850	$ 5,900	$ 400
INCIDENTAL EXPENSES															
City Administration	$ 1,000	$ -	$ 1,000	$ 1,000	$ 1,000	$ -	$ -	$ 500	$ 500	$ 1,000	$ 1,000	$ -	$ 1,000	$ -	$ 1,000
Consultant Services	$ 22	$ -	$ 46	$ 6	$ 80	$ -	$ -	$ 28	$ 16	$ 27	$ 19	$ -	$ 4	$ 28	$ 2
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ 3	$ -	$ 7	$ 1	$ 13	$ -	$ -	$ 4	$ 3	$ 4	$ 3	$ -	$ 1	$ 4	$ 0
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ 1,025	$ -	$ 1,053	$ 1,007	$ 1,092	$ -	$ -	$ 532	$ 519	$ 1,031	$ 1,022	$ -	$ 1,005	$ 32	$ 1,002
Delinquency 2%	$ 102	$ -	$ 215	$ 30	$ 372	$ -	$ -	$ 131	$ 76	$ 127	$ 89	$ -	$ 19	$ 131	$ 9
Contingency 5%	$ 255	$ -	$ 537	$ 75	$ 930	$ -	$ -	$ 327	$ 191	$ 317	$ 221	$ -	$ 47	$ 327	$ 22
Sub Total	$ 357	$ -	$ 752	$ 105	$ 1,302	$ -	$ -	$ 457	$ 267	$ 444	$ 310	$ -	$ 66	$ 457	$ 31
TOTAL ANNUAL EXPENSES	**$ 5,982**	**$ -**	**$ 11,505**	**$ 2,462**	**$ 19,195**	**$ -**	**$ -**	**$ 6,890**	**$ 4,236**	**$ 7,200**	**$ 5,332**	**$ -**	**$ 1,921**	**$ 6,390**	**$ 1,433**
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY															
Fund Balance Transfer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 895	$ (868)	$ (523)	$ 1,199	$ -	$ 3,399	$ 2,471	$ 3,809
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (1,921)	$ -	$ (8,992)	$ (922)	$ (11,900)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Balance to Levy	$ 4,061	$ -	$ 2,514	$ 1,540	$ 7,295	$ -	$ -	$ 7,785	$ 3,368	$ 6,677	$ 6,531	$ -	$ 5,320	$ 8,861	$ 5,242
FUND BALANCE SUMMARY															
Estimated Fund Balance (7/1/21)	$ (9,629)	$ -	$ (75,843)	$ (3,070)	$ (44,264)	$ -	$ -	$ 75,930	$ 9,479	$ 6,117	$ 23,790	$ -	$ 54,550	$ 89,705	$ 40,037
Contibutions/(Transfers)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 895	$ (868)	$ (523)	$ 1,199	$ -	$ 3,399	$ 2,471	$ 3,809
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/22)	$ (9,629)	$ -	$ (75,843)	$ (3,070)	$ (44,264)	$ -	$ -	$ 76,825	$ 8,611	$ 5,594	$ 24,989	$ -	$ 57,949	$ 92,176	$ 43,846
ZONE PARCEL SUMMARY															
No. Parcels - No Surcharge	85	N/A	68	84	21	N/A	N/A	71	78	85	235	N/A	1	1	2
Rate Per BU - No Surcharge	$42.30	$0.00	$31.82	$17.87	$48.96	$0.00	$0.00	$94.94	$41.43	$76.57	$27.28	$0.00	$15.88	$5.29	$6.11
No. Parcels - Surcharge (see page 26)	10.00	N/A	10.00	2.00	32.00	N/A	N/A	10.00	3.00	2.00	4.00	N/A	Per Lin. Ft.	Per Lin. Ft.	Per Lin. Ft.
Rate Per BU - Surcharge (see page 26)	$46.53	$0.00	$35.00	$19.65	$195.84	$0.00	$0.00	$104.43	$45.57	$84.23	$30.01	$0.00	335 l.f.	1675 l.f.	858 l.f.
Other Rates or Charges															
Maximum or Escalated Ballot Maximum Assessment Rate	$42.30	N/A	$31.82	$17.87	$48.96	N/A	N/A	$230.77	$41.43	$ 124.70	$ 46.64	N/A	$ 28.52	$ 9.02	$ 8.60

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 3 of 6)

	Zone B-27	Zone B-28	Zone B-29	Zone B-30	Zone B-31	Zone B-32	Zone B-33	Zone B-34	Zone B-35	Zone B-36	Zone B-37	Zone B-38	Zone B-39	Zone B-40	Zone B-41
	Annex. No. 27	Annex. No. 28	Annex No.29	Annex No.30	Annex No.31	Annex No.32	Annex No.33	Annex No.34	Annex No.35	Annex No.36	Annex No.37	Annex No.38	Annex No.39	Annex No.40	Annex No.41
DIRECT COSTS															
MAINTENANCE AND SERVICING:															
No. of Months	0	0	12	12	12	0	0	12	12	12	12	0	0	0	0
Contract Maintenance	$ -	$ -	$ 2,000	$ 9,800	$ 5,700	$ -	$ -	$ 3,200	$ 2,200	$ 3,400	$ 4,300	$ -	$ 5,500	$ -	$ -
Material	$ -	$ -	$ 250	$ 250	$ 250	$ -	$ -	$ 250	$ 250	$ 300	$ 250	$ -	$ 250	$ -	$ -
Water	$ -	$ -	$ 700	$ 8,000	$ 3,000	$ -	$ -	$ 1,500	$ 800	$ 2,000	$ 2,500	$ -	$ 17,000	$ -	$ -
Electricity	$ -	$ -	$ 250	$ 300	$ 300	$ -	$ -	$ 300	$ 300	$ 500	$ 300	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ 3,200	$ 18,350	$ 9,250	$ -	$ -	$ 5,250	$ 3,550	$ 6,200	$ 7,350	$ -	$ 22,750	$ -	$ -
INCIDENTAL EXPENSES															
City Administration	$ -	$ -	$ 1,000	$ 1,000	$ 1,000	$ -	$ -	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ -	$ 1,000	$ -	$ -
Consultant Services	$ -	$ -	$ 15	$ 87	$ 44	$ -	$ -	$ 25	$ 17	$ 29	$ 35	$ -	$ 108	$ -	$ -
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ -	$ -	$ 2	$ 14	$ 7	$ -	$ -	$ 4	$ 3	$ 5	$ 6	$ -	$ 17	$ -	$ -
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ 1,018	$ 1,101	$ 1,051	$ -	$ -	$ 1,029	$ 1,020	$ 1,034	$ 1,040	$ -	$ 1,125	$ -	$ -
Delinquency 2%	$ -	$ -	$ 71	$ 406	$ 205	$ -	$ -	$ 116	$ 79	$ 137	$ 163	$ -	$ 504	$ -	$ -
Contingency 5%	$ -	$ -	$ 177	$ 1,016	$ 512	$ -	$ -	$ 291	$ 197	$ 343	$ 407	$ -	$ 1,260	$ -	$ -
Sub Total	$ -	$ -	$ 248	$ 1,423	$ 717	$ -	$ -	$ 407	$ 275	$ 481	$ 570	$ -	$ 1,764	$ -	$ -
TOTAL ANNUAL EXPENSES	**$ -**	**$ -**	**$ 4,466**	**$ 20,873**	**$ 11,018**	**$ -**	**$ -**	**$ 6,686**	**$ 4,845**	**$ 7,715**	**$ 8,960**	**$ -**	**$ 25,639**	**$ -**	**$ -**
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY															
Fund Balance Transfer	$ -	$ -	$ 525	$ -	$ (1,571)	$ -	$ -	$ 1,014	$ -	$ 3,299	$ -	$ -	$ -	$ -	$ -
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ (12,919)	$ -	$ -	$ -	$ -	$ (1,846)	$ -	$ (1,783)	$ -	$ (19,905)	$ -	$ -
Balance to Levy	$ -	$ -	$ 4,990	$ 7,954	$ 9,447	$ -	$ -	$ 7,700	$ 2,999	$ 11,013	$ 7,178	$ -	$ 5,734	$ -	$ -
FUND BALANCE SUMMARY															
Estimated Fund Balance (7/1/21)	$ -	$ -	$ 2,702	$ (119,476)	$ 1,731	$ -	$ -	$ 7,812	$ (19,091)	$ 54,735	$ (14,848)	$ -	$ (78,170)	$ -	$ -
Contibutions/(Transfers)	$ -	$ -	$ 525	$ -	$ (1,571)	$ -	$ -	$ 1,014	$ -	$ 3,299	$ -	$ -	$ -	$ -	$ -
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/22)	$ -	$ -	$ 3,227	$ (119,476)	$ 160	$ -	$ -	$ 8,826	$ (19,091)	$ 58,034	$ (14,848)	$ -	$ (78,170)	$ -	$ -
ZONE PARCEL SUMMARY															
No. Parcels - No Surcharge	N/A	N/A	2	33	29	N/A	N/A	80	45	7	26	N/A	13	N/A	N/A
Rate Per BU - No Surcharge	$0.00	$0.00	$4.88	$168.17	$236.18	$0.00	$0.00	$87.80	$63.53	$1,573.34	$183.10	$0.00	$351.77	$0.00	$0.00
No. Parcels - Surcharge (see page 26)	N/A	N/A	Per Lin. Ft.	13	10	N/A	N/A	7	2	0	12	N/A	3	N/A	N/A
Rate Per BU - Surcharge (see page 26)	$0.00	$0.00	1,022.59 l.f.	$184.99	$259.80	$0.00	$0.00	$96.58	$69.88	N/A	$201.41	$0.00	$386.95	$0.00	$0.00
Other Rates or Charges															
Maximum or Escalated Ballot Maximum Assessment Rate	$ 9.48	N/A	$ 7.80	$ 247.88	$ 332.34	$ 8.19	$ 8.19	$87.80	$ 81.07	$ 2,324.53	$ 201.86	$ 7.42	$ 519.73	$ 7.42	$ 584.55

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 4 of 6)

	Zone B-42	Zone B-43	Zone B-44	Zone B-45	Zone B-46	Zone B-47	Zone B-48	Zone B-49	Zone B-50	Zone B-51	Zone B-52	Zone B-53	Zone B-54	Zone B-55	Zone B-56
	Annex No.42	Annex No.43	Annex No.44	Annex No.45	Annex No.46	Annex No.47	Annex No.48	Annex No.49	Annex No.50	Annex No.51	Annex No.52	Annex No.53	Annex No. 54	Annex No. 55	Annex No. 56
DIRECT COSTS															
MAINTENANCE AND SERVICING:															
No. of Months	0	12	12	0	0	12	12								
Contract Maintenance	$ -	$ 1,850	$ 30,600	$ -	$ -	$ 2,150	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ 6,150	$ 8,000	$ 1,100
Material	$ -	$ 250	$ 250	$ -	$ -	$ 250	$ 300	$ -	$ -	$ -	$ -	$ -	$ 250	$ 500	$ 500
Water	$ -	$ 1,200	$ 16,000	$ -	$ -	$ 1,300	$ 14,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,500	$ -
Electricity	$ -	$ -	$ 275	$ -	$ -	$ 275	$ 3,300	$ -	$ -	$ -	$ -	$ -	$ 50	$ 300	$ -
Sub Total	$ -	$ 3,300	$ 47,125	$ -	$ -	$ 3,975	$ 42,600	$ -	$ -	$ -	$ -	$ -	$ 6,450	$ 14,300	$ 1,600
INCIDENTAL EXPENSES															
City Administration	$ -	$ 1,000	$ 1,000	$ -	$ -	$ 1,000	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ 1,000	$ 1,000
Consultant Services	$ -	$ 16	$ 223	$ -	$ -	$ 19	$ 202	$ -	$ -	$ -	$ -	$ -	$ 31	$ 68	$ 8
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ -	$ 2	$ 36	$ -	$ -	$ 3	$ 32	$ -	$ -	$ -	$ -	$ -	$ 5	$ 11	$ 1
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ 1,018	$ 1,259	$ -	$ -	$ 1,022	$ 1,234	$ -	$ -	$ -	$ -	$ -	$ 1,035	$ 1,079	$ 1,009
Delinquency 2%	$ -	$ 73	$ 1,044	$ -	$ -	$ 88	$ 944	$ -	$ -	$ -	$ -	$ -	$ 143	$ 317	$ 35
Contingency 5%	$ -	$ 183	$ 2,609	$ -	$ -	$ 220	$ 2,359	$ -	$ -	$ -	$ -	$ -	$ 357	$ 792	$ 89
Sub Total	$ -	$ 256	$ 3,653	$ -	$ -	$ 308	$ 3,302	$ -	$ -	$ -	$ -	$ -	$ 500	$ 1,109	$ 124
TOTAL ANNUAL EXPENSES	**$ -**	**$ 4,574**	**$ 52,037**	**$ -**	**$ -**	**$ 5,305**	**$ 47,137**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,985**	**$ 16,487**	**$ 2,733**
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY															
Fund Balance Transfer	$ -	$ 579	$ -	$ -	$ -	$ 138	$ 32,194	$ -	$ -	$ -	$ -	$ -	$ 6,240	$ 7,924	$ 8
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ (31,534)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Balance to Levy	$ -	$ 5,153	$ 20,504	$ -	$ -	$ 5,443	$ 79,331	$ -	$ -	$ -	$ -	$ -	$ 14,226	$ 24,411	$ 2,741
FUND BALANCE SUMMARY															
Estimated Fund Balance (7/1/21)	$ -	$ (871)	$ (160,605)	$ -	$ -	$ 2,116	$ (120,506)	$ -	$ -	$ -	$ -	$ -	$ 49,582	$ 84,575	$ 27,570
Contibutions/(Transfers)	$ -	$ 579	$ -	$ -	$ -	$ 138	$ 32,194	$ -	$ -	$ -	$ -	$ -	$ 6,240	$ 7,924	$ 8
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/22)	$ -	$ (292)	$ (160,605)	$ -	$ -	$ 2,254	$ (88,312)	$ -	$ -	$ -	$ -	$ -	$ 55,822	$ 92,499	$ 27,578
ZONE PARCEL SUMMARY															
No. Parcels - No Surcharge	N/A	4	10	N/A	N/A	22	43	N/A	N/A	N/A	N/A	N/A	9	17	35
Rate Per BU - No Surcharge	$0.00	$542.42	$773.72	$0.00	$0.00	$224.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$ 1.4987	$663.35	$78.30
No. Parcels - Surcharge (see page 26)	N/A	5	15	N/A	N/A	2	N/A	N/A	N/A	N/A	N/A	N/A	Per Lin. Ft.	18	N/A
Rate Per BU - Surcharge (see page 26)	$0.00	$596.66	$851.09	$0.00	$0.00	$247.42	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	9,492.01 l.f.	$729.69	$0.00
Other Rates or Charges							See								
Maximum or Escalated Ballot Maximum Assessment Rate	$ 7.07	$ 627.92	$ 812.41	$ 6.41	$ 6.11	$ 236.19	Page 35	$ 6.11	$ 3,257.79	$ 4,072.24	$ 2,932.01	$ 6.52	$ 1.4987	$663.35	$ 82.22

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 5 of 6)

	Zone B-57	Zone B-58	Zone B-59	Zone B-60	Zone B-61	Zone B-62	Zone B-63	Zone B-64	Zone B-65	Zone B-66	Zone B-67	Zone B-68	Zone B-69	Zone B-70	Zone B-71
	Annex No. 57	Annex No. 58	Annex No. 59	Annex No.60	Annex No. 61	Annex No. 62	Annex No. 63	Annex No. 64	Annex No. 65	Annex No. 66	Annex No. 67	Annex No. 68	Annex No. 69	Annex No. 70	Annex No. 71
DIRECT COSTS															
MAINTENANCE AND SERVICING:															
No. of Months			12		12		12								
Contract Maintenance	$ -	$ -	$ 300	$ -	$ 3,750	$ -	$ 1,300	$ -	$ -	$ -	$ -	$ 6,200	$ 1,450	$ 11,400	$ -
Material	$ -	$ -	$ 400	$ -	$ 250	$ -	$ 500	$ -	$ -	$ -	$ -	$ 500	$ 250	$ 1,000	$ -
Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ 1,500	$ 5,600	$ -
Electricity	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 325	$ 325	$ 2,000	$ -
Sub Total	$ -	$ -	$ 700	$ -	$ 4,000	$ -	$ 1,800	$ -	$ -	$ -	$ -	$ 12,025	$ 3,525	$ 20,000	$ -
INCIDENTAL EXPENSES															
City Administration	$ -	$ -	$ 1,000	$ -	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ 1,000	$ 1,000	$ 1,000	$ -
Consultant Services	$ -	$ -	$ 3	$ -	$ 19	$ -	$ 9	$ -	$ -	$ -	$ -	$ 57	$ 17	$ 95	$ -
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ -	$ -	$ 1	$ -	$ 3	$ -	$ 1	$ -	$ -	$ -	$ -	$ 9	$ 3	$ 15	$ -
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ 1,004	$ -	$ 1,022	$ -	$ 1,010	$ -	$ -	$ -	$ -	$ 1,066	$ 1,019	$ 1,110	$ -
Delinquency 2%	$ -	$ -	$ 16	$ -	$ 89	$ -	$ 40	$ -	$ -	$ -	$ -	$ 266	$ 78	$ 443	$ -
Contingency 5%	$ -	$ -	$ 39	$ -	$ 221	$ -	$ 100	$ -	$ -	$ -	$ -	$ 666	$ 195	$ 1,107	$ -
Sub Total	$ -	$ -	$ 54	$ -	$ 310	$ -	$ 140	$ -	$ -	$ -	$ -	$ 932	$ 273	$ 1,550	$ -
TOTAL ANNUAL EXPENSES	**$ -**	**$ -**	**$ 1,758**	**$ -**	**$ 5,332**	**$ -**	**$ 2,949**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 14,023**	**$ 4,818**	**$ 22,660**	**$ -**
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY															
Fund Balance Transfer	$ -	$ -	$ 1,769	$ -	$ 3,611	$ -	$ 6,084	$ -	$ -	$ -	$ -	$ 30,800	$ 1,819	$ 9,491	$ -
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Balance to Levy	$ -	$ -	$ 3,527	$ -	$ 8,943	$ -	$ 9,034	$ -	$ -	$ -	$ -	$ 44,823	$ 6,636	$ 32,151	$ -
FUND BALANCE SUMMARY															
Estimated Fund Balance (7/1/21)	$ -	$ -	$ 9,390	$ -	$ (11,131)	$ -	$ 28,641	$ -	$ -	$ -	$ -	$ 162,073	$ 20,234	$ 82,407	$ -
Contibutions/(Transfers)	$ -	$ -	$ 1,769	$ -	$ 3,611	$ -	$ 6,084	$ -	$ -	$ -	$ -	$ 30,800	$ 1,819	$ 9,491	$ -
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/22)	$ -	$ -	$ 11,159	$ -	$ (7,520)	$ -	$ 34,725	$ -	$ -	$ -	$ -	$ 192,873	$ 22,053	$ 91,898	$ -
ZONE PARCEL SUMMARY															
No. Parcels - No Surcharge	N/A	N/A	2	N/A	5	N/A	1	N/A	N/A	N/A	N/A	118	118	80	N/A
Rate Per BU - No Surcharge	$0.00	$0.00	$1,137.65	$0.00	N/A	$0.00	$9,033.58	$0.00	$0.00	$0.00	$0.00	$379.86	$56.24	$401.89	$0.00
No. Parcels - Surcharge (see page 26)	Per Lin. Ft.	N/A	1	N/A	Per Lin. Ft.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Rate Per BU - Surcharge (see page 26)	$0.00	$0.00	$1,251.42	$0.00	N/A	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Rates or Charges					See										
Maximum or Escalated Ballot Maximum Assessment Rate	$ 5.82	$ 2,792.39	$1,137.65	$4,010.24	Page 36	$5.98	$9,033.58	$9,936.94	$18,672.22	$9,033.58	$21,849.94	$44,823.01	$6,636.66	$32,150.14	$ 4,028.54

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 6 of 6)

	Zone B-72	Zone B-73	Zone B-74	Zone B-75	Zone B-76	Zone B-77	Zone B-78	Zone B-79	Zone B-80	Zone B-81	Zone B-82
	Annex No. 72	Annex No. 73	Annex No. 74	Annex No. 75	Annex No. 76	Annex No. 77	Annex No. 78	Annex No. 79	Annex No. 80	Annex No. 81	Annex No. 82
DIRECT COSTS											
MAINTENANCE AND SERVICING:											
No. of Months											
Contract Maintenance	$ -	$ 2,940	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Material	$ -	$ 200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water	$ -	$ 800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Electricity	$ -	$ 300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
INCIDENTAL EXPENSES											
City Administration	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Consultant Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Delinquency 2%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency 5%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL ANNUAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY											
Fund Balance Transfer	$ -	$ 4,052	$ -	$ -	$ 882	$ -	$ -	$ 12,364	$ -	$ -	$ 7,200
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Balance to Levy	$ -	$ 4,052	$ -	$ -	$ 882	$ -	$ -	$ 12,364	$ -	$ -	$ 7,200
FUND BALANCE SUMMARY											
Estimated Fund Balance (7/1/21)	$ -	$ 15,828	$ -	$ -	$ (2,345)	$ -	$ -	$ 22,625	$ -	$ -	$ -
Contibutions/(Transfers)	$ -	$ 4,052	$ -	$ -	$ 882	$ -	$ -	$ 12,364	$ -	$ -	$ 7,200
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/22)	$ -	$ 19,880	$ -	$ -	$ (1,463)	$ -	$ -	$ 34,989	$ -	$ -	$ 7,200
ZONE PARCEL SUMMARY											
No. Parcels - No Surcharge	N/A	1	N/A	N/A	2	N/A	N/A	1	N/A	N/A	1
Rate Per BU - No Surcharge	$0.00	$4,051.69	$0.00	$0.00	$441.00	$0.00	$0.00	$12,363.75	$0.00	$0.00	$7,200.00
No. Parcels - Surcharge (see page 26)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Rate Per BU - Surcharge (see page 26)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Rates or Charges	$22,880.00		$22,880.00	$22,880.00		$22,880.00	$22,880.00				
Maximum or Escalated Ballot Maximum Assessment Rate	N/A	$ 4,051.69	$ 6,400.00	$ 7,490.00	$ 441.00	$ 6,420.00	$ 19,370.00	$ 12,981.94	$ 3,880.00	$ 4,410.00	$ 7,200

Zone C – Trail Maintenance including Annexations
Budget Estimates

	Zone C-1 Original District	Zone C-2 Annex. No. 1	Zone C-3 Annex. No. 2	Zone C-4 Annex. No. 3	Zone C-5 Annex. No. 4	Zone C-6 Annex. No. 5	Zone C-7 Annex. No. 6	Zone C-8 Annex. No. 7	Zone C-9 Annex. No. 8	Total All Zones
DIRECT COSTS										
MAINTENANCE AND SERVICING:										
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Weed Abatement	$ 500	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 1,300
Trail/Access Surface	$ 500	$ 225	$ 100	$ 100	$ 200	$ 100	$ 200	$ 400	$ 400	$ 2,225
Gates	$ -	$ 300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300
Fence Repair & Replacement	$ 250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 250
Rehabilitation and Upgrade Reserve	$ 500	$ -	$ -	$ -	$ -	$ -	$ 500	$ -	$ -	$ 1,000
Sub Total	**$ 1,750**	**$ 625**	**$ 200**	**$ 200**	**$ 300**	**$ 200**	**$ 800**	**$ 500**	**$ 500**	**$ 5,075**
INCIDENTAL EXPENSES:										
City Administration	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 500	$ 2,900
Consultant Services	$ 65	$ 65	$ 65	$ 65	$ 65	$ 65	$ 65	$ 65	$ 65	$ 585
Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
San Bernardino County Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Mailing Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	**$ 365**	**$ 365**	**$ 365**	**$ 365**	**$ 365**	**$ 365**	**$ 365**	**$ 365**	**$ 565**	**$ 3,485**
TOTAL ANNUAL EXPENSES	**$2,115**	**$990**	**$565**	**$565**	**$665**	**$565**	**$1,165**	**$865**	**$1,065**	**$8,560**
CAPITAL EXPENSES	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
COLLECTIONS/(CREDITS) APPLIED TO LEVY										
Reserve Fund Collection/(Transfer)	**$ 912**	**$ 566**	**$ 784**	**$ 261**	**$ 330**	**$ 269**	**$ 595**	**$ 1,090**	**$ 394**	**$ 5,201**
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Balance to Levy	**$ 3,027**	**$ 1,556**	**$ 1,349**	**$ 826**	**$ 995**	**$ 834**	**$ 1,760**	**$ 1,955**	**$ 1,459**	**$ 13,761**
FUND BALANCE SUMMARY										
Estimated Fund Balance (7/1/21)	$5,114	$2,379	$1,994	$1,535	$1,335	$1,035	$3,267	$3,630	$2,198	$22,487
Contibutions/(Transfers)	$ 912	$ 566	$ 784	$ 261	$ 330	$ 269	$ 595	$ 1,090	$ 394	$ 5,201
Contribution from City/Other Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/22)	**$ 6,026**	**$ 2,945**	**$ 2,778**	**$ 1,796**	**$ 1,665**	**$ 1,304**	**$ 3,862**	**$ 4,720**	**$ 2,592**	**$ 27,688**
ZONE PARCEL SUMMARY										
No. of Assessable Parcels	**143**	**95**	**46**	**39**	**47**	**16**	**60**	**25**	**80**	551
No. of Benefit Units (BU's)	**143**	**95**	**46**	**39**	**47**	**16**	**60**	**25**	**80**	551
Rate Per BU - Specific Benefit	**$21.17**	**$16.38**	**$29.33**	**$21.17**	**$21.17**	**$52.12**	**$29.33**	**$78.19**	**$18.24**	

Zone D – Park Maintenance including Annexations
Budget Estimates

		Original District Zone D-0	Annex No. 1 Zone D-1	Annex No. 2 Zone D-2	Annex No. 3 Zone D-3	Total All Zones
DIRECT COSTS						
MAINTENANCE AND SERVICING:						
Contract Maintenance:		$ 6,660	$ 6,660	$ 7,000	$ 3,900	$ 24,220
Staff Maintenance/Administration		$ 10,500	$ 10,500	$ 10,500	$ 10,500	$ 42,000
Water		$ 6,500	$ 6,300	$ 12,000	$ 3,500	$ 28,300
Electricity		$ 200	$ 150	$ 150	$ 200	$ 700
Materials		$ 1,900	$ 1,900	$ 1,900	$ 1,900	$ 7,600
	Sub Total	**$ 25,760**	**$ 25,510**	**$ 31,550**	**$ 20,000**	**$ 102,820**
INCIDENTAL EXPENSES:						
City Administration		$ 11,000	$ 11,000	$ 11,000	$ 11,000	$ 44,000
Consultant Services		$ 125	$ 125	$ 125	$ 125	$ 500
San Bernardino County Administration		$ -	$ -	$ -	$ -	$ -
Mailing Costs		$ -	$ -	$ -	$ -	$ -
Advertising		$ -	$ -	$ -	$ -	$ -
	Sub Total	**$ 11,125**	**$ 11,125**	**$ 11,125**	**$ 11,125**	**$ 44,500**
TOTAL ANNUAL EXPENSES		**$ 36,885**	**$ 36,635**	**$ 42,675**	**$ 31,125**	**$ 147,320**
CAPITAL EXPENSES		**$0**	**$0**	**$0**	**$0**	**$0**
COLLECTIONS/(CREDITS) APPLIED TO LEVY						
Reserve Fund Collection/(Transfer)		$ (6,712)	$ 7,780	$ 7,624	$ (106)	$ 8,587
General Fund Repayment/(Loan)		$ -	$ -	$ -	$ -	$ -
Mutual Benefit paid by City General Fund		$ (14,754)	$ (14,654)	$ (17,070)	$ (12,450)	$ (58,928)
Balance to Levy		$ 15,419	$ 29,761	$ 33,229	$ 18,569	$ 96,979
FUND BALANCE SUMMARY						
Estimated Fund Balance (7/1/21)		$ 8,407	$ 32,339	$ 59,007	$ 64,389	$ 164,142
Contibutions/(Transfers)		$ (6,712)	$ 7,780	$ 7,624	$ (106)	$ 8,587
Contribution from City/Others		$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/22)		**$ 1,695**	**$ 40,119**	**$ 66,631**	**$ 64,283**	**$ 172,728**
FACILITIES REPLACEMENT RESERVE						
Estimated Fund Balance (7/1/21)		$0	$0	$0	$0	$0
District Revenue Contribution		$0	$0	$0	$0	$0
Contribution from City/Other		$0	$0	$0	$0	$0
TOTAL FACILITIES REPLACEMENT RESERVE		**$0**	**$0**	**$0**	**$0**	**$0**
Total Annual Expenses		**$36,885**	**$36,635**	**$42,675**	**$31,125**	**$147,320**
Allocated Budget - Mutual Benefit Zone	**40.0%**	**$14,754**	**$14,654**	**$17,070**	**$12,450**	**$58,928**
Allocated Budget - Specific Benefit Zone	**60.0%**	**$22,135**	**$21,981**	**$25,605**	**$18,675**	**$88,396**
ZONE PARCEL SUMMARY						
No. of Assessable Parcels		190	87	60	24	
No. of Benefit Units (BU's)		190	87	60	24	
Rate Per BU - Specific Benefit		$81.15	$342.08	$553.82	$773.72	

PART IV - METHOD OF ASSESSMENT

General

Pursuant to the 1972 Act and Article XIIID, all parcels that receive a special benefit conferred upon them as a result of the maintenance and operation of improvements and services shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the maintenance and operation of improvements. Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the operation, maintenance and servicing of landscaping improvements.

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments must be levied according to benefit rather than according to assessed value. This Section states:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."*
>
> *"The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000) [of the Streets and Highways Code, State of California])."*

The 1972 Act also permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22547).

Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways.

The net amount to be assessed may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels. Proposition 218, approved by the voters in November 1996, requires the City to separate general benefit from special benefit, whereas only special benefit is assessed.

Method of Assessment Spread

Zone A Street Lighting

Since the assessment will be levied on the owners of property as shown on the county tax roll, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, this would not be equitable, because, as an example, a single family residential parcel would be paying the same as a 50 unit apartment parcel or a large commercial establishment in a similar zone.

Therefore, the benefit each property receives will be assessed as increments of units of benefit called Benefit Units (BUs) as adopted by the City Council at the time of formation.

One (1) BU will be assigned to each developable parcel having street frontage less than or equal to 199 feet. If the lot frontage exceeds 199 feet, one additional BU will be assessed for each additional 100 feet of lot frontage or fraction thereof. For example, 1 BU is assigned to a lot with a frontage equal to 199 feet or less, 2 BUs are assigned to a lot with frontage greater than 199 feet, but less than or equal to 299 feet, and so on. Hence, BUs will increase by one (1) unit of benefit for each additional 100 foot increment, or fraction thereof of lot street frontage.

If a residential lot has frontage on two or more streets, only the shortest frontage dimension will be used to determine units of benefit. The unit of benefit for irregularly shaped lots will include only the frontage of the portion of the lot with minimum depth for development. Commercial and other non-residential uses will have all street frontage dimensions included to determine their units of benefit.

Properties that are not capable of being developed because of small size are assigned zero (0) units of benefit.

Lots without street frontage have been omitted from the methodology with the exception of condominiums, and planned unit developments. Each of these lots receives one (1) BU per dwelling unit. Lots with apartments constructed upon them have been assigned BU's based upon their street frontage.

To determine the units of benefit for each lot in the District, the records of the City and the San Bernardino County Assessor were referenced by the consultants in their calculations. All properties were originally reviewed during the formation of the District using both the Assessor's maps and the Assessor's tax roll in addition to the City's zoning maps to determine the zoning, and use of the properties.

Parcels of land listed as tax exempt by the County Assessor's records as Government owned land and Public Utility owned land will be exempted from the assessment.

The method of apportionment will be in accordance with the special benefit received. Annual budgets have been prepared for each benefit zone within the District as shown on Part II of this report. The benefit accruing to the properties is a direct benefit to all lots within the City which have the capability of being developed, whether or not they currently have improvements upon them.

A field inventory of street lights conducted by the City at formation indicated that two main areas of lighting existed, which have been referred to as "urban" and "rural" areas.

The urban area comprises areas within the City of Highland having levels of street lighting which are found in most urbanized areas. The urban area does not strictly refer to a type of land use as there may be agricultural or other uses within this classification.

The rural area is shown on the assessment diagram and includes areas in the easterly and southerly portions of the City of Highland which have a minimal level of lighting. Much of the rural area is presently either undeveloped or in agricultural land use. As development expands into the rural area and street lighting is provided, the properties will be removed from this assessment classification and included into the urban assessment area.

Assessments proposed for individual lots within Zone A will be for the special benefit received and will be determined based upon five assessment zones within the two assessment areas as defined below:

Urban Area

Zone A-1 Residential - This will include all residential lots within the urban area whether they are developed or undeveloped.

Zone A-2 Residential Rural - This designation defines all lots within the urban area having this City of Highland land use designation at the formation of the district. These lots generally have a lower level of street lighting and are therefore assessed as a separate zone.

Zone A-3 Non-Residential - This will include all commercial, manufacturing, administrative professional and other non-residential lots within the urban area whether they are developed or undeveloped.

Zone A-4 Agricultural - This will include all agriculturally land use zoned lots within the urban area.

Rural Area

Zone A-5 Rural - This will include all lots outside the urban area regardless of their land use zoning.

The following table provides a summary of typical assessments within Zone A. Detailed lighting information is provided in Exhibit 1 on the following pages.

Zone A
Summary of Typical Assessments

	Total	Zone A-1	Zone A-2	Zone A-3	Zone A-4	Zone A-5
Benefit Units	14,474	13,065	19	834	95	461
Number of Parcels	13,819	12,882	19	493	54	371
Rate per Benefit Unit		$23.75	$20.51	$28.86	$7.71	$7.07

EXHIBIT 1

STREET LIGHTING DISTRICT NO. 1
CITY OF HIGHLAND
Fiscal Year 2021-22

	Summary of Existing Luminaire Maintained - (Estimated Zones)						Summary of Estimated Operating Budget Net of Other Costs					
Urban Zone:	70 W (5800 L)	100 W (9500 L)	150 W (16000 L)	200 W (22000 L)	250 W (27500 L)	Total	70 W (5800 L)	100 W (9500 L)	150 W (16000 L)	200 W (22000 L)	250 W (27500 L)	Total
Zone A-1 - Residential	1673	1047	99	364	0	3,183	$150,039	$104,151	$9,033	$31,952	$0	$295,175
Zone A-2 - Residential Rural	1	2	0	0	0	3	$90	$199	$0	$0	$0	$289
Zone A-3 - Non-Residential	81	118	0	0	0	199	$7,264	$11,738	$0	$0	$0	$19,002
Zone A-4 - Agriculture	1	2	0	0	0	3	$90	$199	$0	$0	$0	$289
Rural Zone:												
Zone A-5 - Rural	0	5	0	0	0	5	$0	$497	$0	$0	$0	$497
Sub Total	1756	1174	99	364	0	3,393	$157,482	$116,784	$9,033	$31,952	$0	$315,252

	Estimated City Added Street Lights						Summary of Budget - w/ Op. Costs for "Additional" Luminairs					
Urban Zone:	5800 L	9500 L	16000 L	22000 L	27500 L	Total	5800 L	9500 L	16000 L	22000 L	27500 L	Total
Zone A-1 - Residential	2	2	0	0	0	4	$179	$199	$0	$0	$0	$378
Zone A-2 - Residential Rural	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Zone A-3 - Non-Residential	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Zone A-4 - Agriculture	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Rural Zone:												
Zone A-5 - Rural	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Sub Total	2	2	0	0	0	4	$179	$199	$0	$0	$0	$378

Note: City provided estimate.

	Developer Added Street Lights Based on City Estimate						Summary of Budget - w/ Op. Costs for "Additional" Luminairs					
Urban Zone:	5800 L	9500 L	16000 L	22000 L	27500 L	Total	5800 L	9500 L	16000 L	22000 L	27500 L	Total
Zone A-1 - Residential	91	4	5	0	0	100	$8,161	$398	$456	$0	$0	$9,015
Zone A-2 - Residential Rural	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Zone A-3 - Non-Residential	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Zone A-4 - Agriculture	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Rural Zone:												
Zone A-5 - Rural	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Sub Total	91	4	5	0	0	100	$8,161	$398	$456	$0	$0	$9,015

EXHIBIT 1 (Continued)

STREET LIGHTING DISTRICT NO. 1
CITY OF HIGHLAND
Fiscal Year 2021-22

	SUMMARY - STREET LIGHTS						BUDGET SUMMARY - STREET LIGHTS					
Urban Zone:	70 W (5800 L)	100 W (9500 L)	150 W (16000 L)	200 W (22000 L)	250 W (27500 L)	Total	70 W (5800 L)	100 W (9500 L)	150 W (16000 L)	200 W (22000 L)	250 W (27500 L)	Total
Zone A-1 - Residential	1766	1053	104	364	0	3,287	$158,379	$104,748	$9,490	$31,952	$0	$304,569
Zone A-2 - Residential Rural	1	2	0	0	0	3	$90	$199	$0	$0	$0	$289
Zone A-3 - Non-Residential	81	118	0	0	0	199	$7,264	$11,738	$0	$0	$0	$19,002
Zone A-4 - Agriculture	1	2	0	0	0	3	$90	$199	$0	$0	$0	$289
Rural Zone:												
Zone A-5 - Rural	0	5	0	0	0	5	$0	$497	$0	$0	$0	$497
Sub Total	1849	1180	104	364	0	3497	$165,823	$117,381	$9,490	$31,952	$0	$324,646

	SAFETY LIGHTING											
	5800 L	9500 L	16000 L	22000 L	27500 L	Total	5800 L	9500 L	16000 L	22000 L	27500 L	Total
City Owned	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Shared with Other Entities x 3/4	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Shared with Other Entities x 1/2	0	0	0	0	32	32	$0	$0	$0	$0	$4,838	$4,838
Shared with Other Entities x 1/4	0	0	0	0	7	7	$0	$0	$0	$0	$529	$529
Sub Total	0	0	0	0	39	39	$0	$0	$0	$0	$5,367	$5,367

Note: Assumptions for Safety Lighting Provided by City.

	TOTAL STREET AND SAFETY LIGHTING											
Total Luminaire	1849	1180	104	364	39	3536						
Fiscal Year Budgeted Rate*	$ 89.68	$ 99.48	$ 91.25	$ 87.78	$ 302.38							
Total Annual Budget	Total luminaire above are from prior year						$165,823	$117,381	$9,490	$31,952	$5,367	$330,013

In Fiscal Year 2021-22 we have adjusted to reconcile to the SCE bill resulting in adjustments to both type and count.
Rates for FY 21-22 are based on billing costs from the Nov 2020 SCE Invoice.

Zone B Landscape Maintenance

The primary benefits of maintaining landscaping are as set forth below:

a. Improved aesthetic appeal of nearby parcels
b. Improved erosion resistance and dust control
c. Improved safety of playground facilities within neighborhoods
d. Beautifies and makes safer flood control facilities that would otherwise be unsightly and potentially dangerous
e. Enhancement of the value of property which results from the foregoing benefits

The servicing, operation and maintenance of landscape improvements required as a condition of tract map approval provides a special benefit to those parcels and/or lots within the tract or subdivision, and the costs should be spread to parcels/lots within those specific tracts/subdivisions only.

Since the assessment will be levied on the owners of properties as shown on the tax rolls, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, or proximity to the improvements this would not be equitable, because, as an example, a single family residential parcel would be paying the same as a 50 unit apartment parcel or a large commercial establishment in a similar zone.

Residential Zone

Each residential parcel within a benefit zone will be assigned one (1) benefit unit. Residential lots adjacent to the landscaping areas to be maintained by the district will be assigned an additional one-tenth (0.1) benefit unit since they receive a greater special benefit from the improvements.

Zone B-0	Maintenance of the permanent landscape areas along Base Line and the left side of Yarnell Street, fronting Tracts 12484 and 12484-1.
Zone B-1	Maintenance of the permanent landscape areas of Church Street and Highland Avenue fronting Tracts 10102 and 10102-5.
Zone B-2	Maintenance of the permanent landscape areas along Greenspot Road, Weaver Street, Water Street and Santa Ana Canyon Road fronting Tracts 13936-1, 13936-2, 13936-3 and 13936-4.
Zone B-3	Maintenance of the permanent landscape areas along Base Line and Cherokee Rose Drive fronting Tracts 12474, and 12474-1.
Zone B-4	Maintenance of the permanent landscape areas along Palm Avenue fronting Tract 11181.

Zone B-5	Maintenance of the permanent landscape areas along Elder Gulch Road (vacated) fronting Tract 13956.
Zone B-6	Maintenance of the landscape easement within the landscaped drainage detention facility in Tract 14190.
Zone B-7	Maintenance of the permanent landscape areas along Base Line fronting Tract 13237.
Zone B-8	Maintenance of the permanent landscape areas along Highland Avenue frontage and the easterly hydro seeded slope of Tract 13315.
Zone B-9	Maintenance of the permanent landscape areas along Boulder Avenue Parkway frontage and median of Parcel Map 12821 (Highland Village Plaza).
Zone B-10	Maintenance of the permanent landscape areas along Greenspot Road, fronting Tracts 14326, 14326-1, and 14326-2.
Zone B-11	Maintenance of the permanent landscape area along a portion of Stoney Creek Drive, within Tracts 14398, 14398-1, 14398-2, 14398-3, and Base Line and Boulder Avenue fronting parcel one (1) of Parcel Map 12849.
Zone B-12	Maintenance of the permanent landscape areas along Highland Avenue and Victoria Avenue fronting Parcel Map 14063 (Smith's).
Zone B-13	Maintenance of the permanent landscape areas along Weaver Street fronting Tract 14095.
Zone B-14	Maintenance of the East Highland Ranch permanent landscape areas within the public right of way and public easements along Base Line Road, Cloverhill Drive, Church Street, Love Street, 5th Street, Greenspot Road, Highland Avenue, Water Street, and Club View Drive fronting those master planned parcels to be approved within the East Highlands Ranch development as of March 1992.
Zone B-15	Maintenance of the permanent landscape areas along River Oaks and Church Street fronting Tract 10726, and Assessor's Parcel 0291-051-34.
Zone B-16	Maintenance of the permanent landscape areas along Ninth Street and Eucalyptus Drive fronting Tracts 15583 and 15609.
Zone B-17	Maintenance of the permanent landscape areas along Carriage Hill Drive and Surrey Lane fronting Tracts 7996 and 8718.
Zone B-18	Maintenance of the permanent landscape areas along Base Line and Seine Ave fronting Parcel Map 14475.

Zone B-19	Maintenance of the permanent landscape areas along Boulder Avenue; Parkway frontage and median of Beaver Medical Clinic fronting Parcel Map 14615.
Zone B-20	Maintenance of the permanent landscape areas along Base Line and Streater Drive fronting Tract 15618.
Zone B-21	Maintenance of the permanent landscape areas along Church Avenue and Powell Drive fronting Tract 15788 and Tract 15929.
Zone B-22	Maintenance of the permanent landscape areas along Santa Ana Canyon fronting Tract 14362.
Zone B-23	Maintenance of the permanent landscape areas fronting the Senior Housing Project on Central Avenue.
Zone B-24	Maintenance of the permanent landscape areas and the median on Base Line fronting the El Ranch Shell (27627 Base Line).
Zone B-25	Maintenance of the permanent landscape areas fronting the Cultural and Retail Center on Highland Avenue and Boulder Avenue.
Zone B-26	Maintenance of the permanent landscape areas and the median on Boulder Avenue fronting Walgreen's and KFC/Taco Bell.
Zone B-27	Maintenance of the permanent landscape areas fronting McDonald's at Base Line and Seine Avenue.
Zone B-28	Maintenance of the permanent landscape areas fronting Orco Blended Products.
Zone B-29	Maintenance of the permanent landscape areas along Base Line and Stoney Creek fronting Parcel 2 of Parcel Map 14885-1 (Wendy's) and a portion of the median on Boulder Avenue, south of Base Line.
Zone B-30	Maintenance of the permanent landscape areas along Santa Ana Canyon Road, Marianne Lane and Lot A adjacent to Tract Map 15375.
Zone B-31	Maintenance of the permanent landscape areas along Streater Avenue and Sycamore Drive adjacent to Tract Map 15969 and 15969-1.
Zone B-32	Maintenance of the permanent landscape areas along 5th Street fronting 28099 5th Street.

Zone B-33	Maintenance of the permanent landscape areas along Base Line and Sterling Avenue adjacent to Lots 44 and 45 of Tract 3582.
Zone B-34	Maintenance of the permanent landscape areas along Base Line adjacent to Lots 1, 12, 13, 14, 15, 26 and 27 of Tract 16404.
Zone B-35	Maintenance of the permanent landscape areas along Highland Avenue adjacent to Lots 13 and 14 of Tract 14757.
Zone B-36	Maintenance of the permanent landscape areas along Boulder Avenue adjacent to lots 2 through 7 of Tract 16543.
Zone B-37	Maintenance of the permanent landscape areas along Norwood Street and Church Avenue adjacent to lots 1, 19, 20 and 30 through 38 of Tract 16607.
Zone B-38	Maintenance of the permanent landscape areas along 3rd Street adjacent to Parcel 1 of Parcel Map 9112.
Zone B-39	Maintenance of the permanent landscape parkway areas along Base Line adjacent to lots 13, 14, and 15 of Tract 15960.
Zone B-40	Maintenance of the permanent landscape areas along Atlantic Avenue adjacent to Parcel 1 of Parcel Map 16788.
Zone B-41	Maintenance of the permanent landscape areas along Cochrane Street adjacent to lots 27, 28, and 51 through 59 of Tract 16914.
Zone B-42	Maintenance of the permanent landscape areas along Base Line adjacent to 27195 Base Line.
Zone B-43	Maintenance of the permanent landscape areas along Base Line adjacent to lots 1, 2, 3 and 4 of Tract 17590 and along the east side of lot 9 of Tract 17590.
Zone B-44	Maintenance of the permanent landscape areas along Church Street and Lot "A" adjacent to lots 1 through 4 and lots 15 through 25 of Tract 17263.
Zone B-45	Maintenance of the permanent landscape areas along Base Line, Palm Avenue and Foster Avenue adjacent to parcels 1 and 2 of Parcel Map 17597.
Zone B-46	Maintenance of the permanent landscape areas along Base Line and Boulder Avenue adjacent to parcels 1 and 2 of Parcel Map 18012.

Zone B-47	Maintenance of the permanent landscape areas along Base Line adjacent to lots 1 and 24 of Tract 18199.
Zone B-48	Maintenance of the permanent landscape areas along Greenspot Road from Highway 30 to Boulder Avenue.
Zone B-49	Maintenance of the permanent landscape areas along Palm Avenue, Meines Street and 27250 5th Street.
Zone B-50	Maintenance of the permanent landscape median areas along 5th Street west of Palm Avenue.
Zone B-51	Maintenance of the permanent median parkway landscape areas along Base Line and Sterling Avenue at 25699 Base Line (APN 0278-121-39-0000).
Zone B-52	Maintenance of the permanent median parkway landscape areas along Base Line and Sterling Avenue at 25699 Base Line (APN 0278-121-39-0000).
Zone B-53	Maintenance of the permanent median parkway landscape areas along Base Line, Boulder Avenue, Seine Avenue, and Pluto Street near 27767 Base Line, CUP-01-001.
Zone B-68	Maintenance of the perimeter parkway along Greenspot Road, Boulder Avenue, and Orange Street adjacent to Tract 17682.
Zone B-69	Maintenance of the median landscaping in the medians on Greenspot Road and Boulder Avenue adjacent to Tract 17682.
Zone B-70	Maintenance of the landscaping in certain parkway and landscape easement areas, oval medians and the water quality basins within and adjacent to Tracts 18935 and 16745.

Certain parcels within the various zones receive greater benefits from landscape improvements than other parcels within the same zone by either backing up to, facing or adjoining the improvements. In general, those parcels are assessed a 10% surcharge for the added benefit. Additional surcharges include the following:

Zone B-0	Lots abutting Yarnell Avenue pay 2 times more than those not abutting Yarnell Avenue for landscape improvements on Yarnell Avenue.
Zone B-8	Lots abutting east-facing slope pay 100% of maintenance cost of slope.
Zone B-17	Lots facing medians in Carriage Hills Drive pay 4 times more than those lots not facing median in Carriage Hill Drive.

Non-Residential Zones

The assessment methodology has been developed based upon the special benefits received by each parcel and is established at the time of annexation into the district. Currently, there are forty-five special benefit zones within the district which include non-residential parcels.

The methodologies, as approved at the time of annexation for Zones B-9, B-11, B-12, B-19, B-24, B-25, B-26, B-27, B-28, B-32, B-33, B-38, B-40, B-42, B-45, B-46, B-48, B-49, B-50, B-51, B-52, B-53, B-54, B-55, B-56, B-57, B-58, B-59, B-60, B-61, B-62, B-67, B-70, B-71, B-72, B-73, B-74, B-75, B-76, B-77, B-78, B-79, B-80, B-81, and B-82 are shown below for each zone:

Zone B-9 At the time of annexation, a finding was made that the special benefit to the lots within this zone was directly related to their pro-rata share of the development's frontage on Boulder Avenue. Therefore, the assessment shall be apportioned on the basis of front footage.

Zone B-11 At the time of annexation, it was determined that parkway landscaping along the west side of Stoney Creek Drive would be assessed against Tract 14398, and that parkway landscaping along Base Line and Boulder Avenue, and the landscaped median in Boulder Avenue, would be assessed against Parcel 1 of Parcel Map 12849.

Zone B-12 At the time of annexation, a finding was made that lots adjacent to the landscaped areas to be maintained by the district received ninety percent (90%) of the special benefit and that non-adjacent parcels received the remaining ten percent of the special benefit. Therefore, the assessment shall be apportioned on the basis of acreage, with ninety percent (90%) of the total assessment apportioned to those parcels adjacent to the landscaped areas and the remaining ten percent (10%) to the non-adjacent parcels.

Zone B-19 Consists of the parking frontage and median landscape improvements within the right-of-way of Boulder Avenue. The assessments for the improvements are to be levied against Parcel 1 of Map 14615 as a condition of approval for development of the parcel.

Zone B-24 Consists of frontage landscape improvements and median landscape improvements within the right-of-way of Base Line Avenue. The assessments for the improvements are to be levied against the parcel located on the south side of Base Line Avenue west of State Freeway 30 as a condition of approval for development of the parcel.

Zone B-25 Consists of frontage landscape improvements and median landscape improvements within the right-of-way and/or easements of Highland Avenue and Boulder Avenue. The assessments for the improvements are to be levied against the parcel located at the southeast corner of Boulder Avenue and Highland Avenue as a condition of approval for development of the parcel.

Zone B-26 Consists of frontage landscape improvements and median landscape improvements within the right-of-way and/or easements of Boulder Avenue and Base Line. The assessments for the improvements are to be levied against the parcel located at the southeast corner of Boulder Avenue and Base Line as a condition of approval for development of the parcel.

Zone B-27 Consists of frontage landscape improvements within the right-of-way and/or easements of Seine Avenue and Base Line. The assessments for the improvements are to be levied against the parcel located at the northeast corner of Seine Avenue and Base Line as a condition of approval for development of the parcel.

Zone B-28 Consists of frontage landscape improvements within the right-of-way and/or easements of Palm Avenue and Third Street. The assessments for the improvements are to be levied against the parcels located at the southeast corner of Palm Avenue and Third Street as a condition of approval for development of the parcels.

Zone B-32 Consists of frontage landscape improvements within the right-of-way and/or easements of 5th Street. The assessments for the improvements are to be levied against the parcel located at 28099 5th Street as a condition of approval for development of the parcel.

Zone B-33 Consists of frontage landscape improvements within the right-of-way and/or easements of Base Line and Sterling Avenue. The assessments for the improvements are to be levied against Lots 44 and 45 of Tract 3582 as a condition of approval for development of the parcels.

Zone B-38 Consists of frontage landscape improvements within the right-of-way and/or easements of 3RD Street. The assessments for the improvements are to be levied against Parcel 1 of Parcel Map 9112 as a condition of approval for development of the parcel.

Zone B-40 Consists of frontage landscape improvements within the right-of-way and/or easements of Atlantic Avenue. The assessments for the improvements are to be levied against Parcel 1 of Parcel Map 16788 as a condition of approval for development of the parcel.

Zone B-42 Consists of frontage landscape improvements within the right-of-way and/or easements of Base Line. The assessments for the improvements are to be levied against the following Assessor's Parcel Numbers: 1191-501-52-0000 through 1191-501-56-0000 located at 27195 Base Line as a condition of approval for development of the parcels.

Zone B-45 Consists of frontage landscape improvements within the right-of-way and/or easements of Base Line, Palm Avenue and Foster Avenue. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 1200-381-40-0000 and 1200-381-41-0000 as a condition of approval for development of the parcels.

Zone B-46 Consists of frontage landscape improvements within the right-of-way and/or easements of Base Line and Boulder Avenue. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 1200-461-79-0000 and 1200-461-80-0000 as a condition of approval for development of the parcels.

Zone B-48 The improvements to be maintained by Zone B-48 consist of parkway and median landscape improvements within the right-of-way and/or easements of Greenspot Road from Highway 30 to Boulder Avenue. The assessments for the improvements are allocated to each development area based on the development area's frontage on the improvements. Within each development area, the assessments are to be levied against the parcels in the development area based on the net acreage of the individual Assessor's Parcel Numbers. Improvements for future development areas within Zone B-48 will be included as the individual projects are developed.

Zone B-49 Maintenance of the permanent landscape areas along Palm Avenue, Meines Street and 27250 5th Street. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 1192-621-01-0000 as a condition of approval for development of the parcels.

Zone B-50 Maintenance of the permanent landscape median areas along 5th Street west of Palm Avenue. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 1192-621-01-0000 as a condition of approval for development of the parcels.

Zone B-51 Maintenance of the permanent median parkway landscape areas along Base Line and Sterling Avenue at 25699 Base Line. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 0278-121-39-0000 as a condition of approval for development of the parcel.

Zone B-52 Maintenance of the permanent median parkway landscape areas along Base Line and Sterling Avenue at 25699 Base Line. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 0278-121-39-0000 as a condition of approval for development of the parcels.

Zone B-53 Maintenance of the permanent median parkway landscape areas along Base Line, Boulder Avenue, Seine Avenue, and Pluto Street near 27767 Base Line (CUP-01-001).

The assessments for the improvements are to be levied against Assessor's Parcel Numbers 1201-091-61-0000 as a condition of approval for development of the parcels.

Zone B-54 The improvements maintained within this zone includes the maintenance and servicing of landscaping and appurtenant facilities that are located in the parkway areas along Base Line within the rights-of-way and dedicated public easements in front of the parcels to be assessed which are within the boundaries of Benefit Zone 54.

Zone B-55 Maintenance of the parkway landscaping along Cypress Street, Palm Street and 9th Avenue, and including Lot "A" located within Tract Map 18677.

Zone B-56 Maintenance for the trimming and replacement of parkway trees along Bella Terra Avenue and Bella Terra Court within Tract Map 18677.

Zone B-57 Consists of frontage landscape improvements within the right-of-way and/or easements of Base Line and Central Ave. The assessment for the improvements is to be levied against Assessor Parcel Number 1193-341-06-0000 located at 26897 Base Line as a condition of approval for development of the parcel.

Zone B-58 Maintenance of the permanent median parkway landscape areas along Base Line and Central Avenue at 26897 Base Line. The assessment for the improvements is to be levied against Assessor Parcel Number 1193-341-06-0000 as a condition of approval for development of the parcel.

Zone B-59 Maintenance of the parkway landscaping at the northwest corner of Base Line and Olive Street adjacent to 7270, 7278 and 7286 Olive Street.

Zone B-60 Consists of frontage landscape improvements within the right-of-way and/or easement of Base Line. The assessment for the improvements is to be levied against Parcel 1 of Parcel Map 19376 (Assessor Parcel Number 1200-381-42-0000) located at 27356 Base Line as a condition of approval for development of the parcel.

Zone B-61 Maintenance of the permanent median parkway landscape area along Base Line between 27310 Base Line and 27356 Base Line and adjacent to 27427 Base Line. The assessments for the improvements are to be levied against Assessor Parcel Numbers 1200-381-40-0000, 1200-381-41-0000, 1200-381-42-0000, 1200-421-33-0000 and 1201-011-07-0000 as a condition of approval for development.

Zone B-62 Consists of frontage landscape improvements within the right-of-way and/or easements of Greenspot Road, Church Street and Old Greenspot Road. The assessment for the improvements is to be levied against Assessor's Parcel Number 1210-201-01-0000 located at 28895 Greenspot Road as a condition of approval for development of the parcel.

Zone B-63	Maintenance of the permanent median parkway landscape areas along Base Line at 28807 Base Line. The assessment for the improvements is to be levied against Assessor Parcel Number 1201-251-12-0000 as a condition of approval for development of the parcel.
Zone B-64	Maintenance of the parkway landscaping along Base Line at 28807 Base Line. The assessment for the improvements is to be levied against Assessor Parcel Number 1201-251-12-0000 as a condition of approval for development of the parcel.
Zone B-64	Maintenance of the parkway landscaping along Greenspot Road at 31111 Greenspot. The assessment for the improvements is to be levied against Assessor Parcel Number 0297-051-17-0000 as a condition of approval for development of the parcel.
Zone B-66	Maintenance of the permanent median parkway landscape areas along Greenspot Road at 31111 Greenspot. The assessment for the improvements is to be levied against Assessor Parcel Number 0297-051-17-0000 as a condition of approval for development of the parcel.
Zone B-67	Maintenance of the parkway landscaping fronting the northeast corner of Base Line and Church Street, Parcel Map 19652.
Zone B-71	Maintenance of the parkway landscaping located at 26492 Highland Avenue.
Zone B-72	Maintenance of the parkway and frontage landscaping along Buckeye Street, Base Line and Church Avenue, Parcel Map 19742.
Zone B–73	Maintenance of the permanent median landscaping in the median on Highland Avenue adjacent to Assessor's Parcel Numbers 1191-241-36-0000 as a condition of approval for development of the parcel.
Zones B-74	Maintenance of the parkway and frontage landscaping along Highland Avenue adjacent to Assessor's Parcel Number 1191-241-36-0000.
Zone B-75	Maintenance of the parkway and frontage landscaping along Base Line, State Route 210 and Messina Street adjacent to Assessor's Parcel Number 1200-461-81-0000.
Zone B–76	Maintenance of the permanent median landscaping and hardscape for the Base Line medians located between State Route 210 and Boulder Avenue adjacent to Assessor's Parcel Numbers 1200-461-81-0000 and 1200-461-82-0000 as a condition of approval for development of the parcels.
Zone B-77	Maintenance of the parkway and frontage landscaping along Base Line, Seine Avenue and Messina Street adjacent to Assessor's Parcel Number 1200-461-82-0000.

Zone B-78 Maintenance of the parkway and frontage landscaping along Fifth Street and Church Avenue adjacent to Parcel 1 of Parcel Map 19797.

Zone B–79 Maintenance of the permanent median landscaping in the median along Fifth Street adjacent to parcel 1 of Parcel Map 19797 as a condition of approval for development of the parcel.

Zone B-80 Maintenance of the parkway and frontage landscaping along Base Line adjacent to Assessor's Parcel Number 1192-331-36-0000.

Zone B-81 Maintenance of the median landscaping of the median adjacent to 26539 Base Line, Assessor's Parcel Number 1192-331-36-0000.

Zone B-82 Maintenance of the median landscaping of the median adjacent to 26529 Highland Avenue, Assessor's Parcel Number 1191-241-34-0000.

Certain zones are presently established, or will be established, for future maintenance work to be accomplished by the City of Highland should the property owner(s) not perform landscape maintenance to the satisfaction of the City of Highland. Zones B-12, B-14, B-18, B-19, B-23, B-26, B-27, B-28, B-32, B-33, B-38, B-40, B-41, B-42, B-45 B-46, B-49, B-50, B-51, B-52, B-53,B-57, B-60, B-62, B-64, B-65, B-67, B-71, B-72, B-74, B-75, B-77, B-78, and B-80 are subject to these provisions.

Zones B-20 through B-82 can include a 5% inflation adjustment to the assessment rates, subject to final approval by the City Council.

The following tables provides a summary of typical assessments within Zone B.

ZONE B LANDSCAPE MAINTENANCE Summary of Typical Assessments				
Zone	Rate per Benefit Unit Standard Lots	Rate per Benefit Unit Surcharged Lots	Slope Maintenance	Annexations with Differing Assessment Methods
B-0 (Base Line)	$ 19.51	$ 21.46		
B-0 (Yarnell Ave)	$ 11.91	$ 23.82		
B-1	$ 31.24	$ 34.36		
B-2	$ 30.14	$ 33.15		
B-3	$ 7.85	$ 8.64		
B-4	$ 108.94	$ 119.83		
B-5	$ 30.90	$ 33.99		
B-6	$ 54.74	$ 60.21		
B-7	$ 38.30	$ 42.13		
B-8	$ 63.61	$ 69.97	$ 227.08	
B-9	N/A	N/A		$3.75 per Linear Foot
B-10	$ 46.15	$ 50.77		
B-11	$ 24.78	$ 27.26		
B-12	$ -	$ -		
B-13	$ 42.30	$ 46.53		
B-14	$ -	$ -		
B-15	$ 31.82	$ 35.00		
B-16	$ 17.87	$ 19.65		
B-17	$ 48.96	$ 195.84		
B-18	$ -	$ -		
B-19	$ -	$ -		
B-20 (Base Line)	$ 94.94	$ 104.43		
B-20 (Streater Dr)	$ 41.43	$ 45.57		
B-21	$ 76.57	$ 84.23		
B-22	$ 27.28	$ 30.01		
B-23	$ -	$ -		
B-24	N/A	N/A		$15.88 per Linear Foot
B-25	N/A	N/A		$5.29 per Linear Foot
B-26	$6.11	N/A		$8.60/ LF maximum, $6.11/LF
B-27	$ -	$ -		
B-28	$ -	$ -		
B-29	N/A	N/A		$7.80/ LF maximum, $4.88/LF
B-30	$ 168.17	$ 184.99		
B-31	$ 236.18	$ 259.80		
B-32	$ -	$ -		
B-33	$ -	$ -		
B-34	$ 87.80	$ 96.58		
B-35	$ 63.53	$ 69.88		
B-36	$ 1,573.34	N/A		
B-37	$ 183.10	$ 201.41		
B-38	$ -	$ -		
B-39	$ 351.77	$ 386.95		
B-40	$ -	$ -		

ZONE B LANDSCAPE MAINTENANCE Summary of Typical Assessments (Continued)				
B-41	$ -	$ -		
B-42	N/A	N/A		$7.07/ LF maximum, $0.00/LF
B-43	$ 542.42	$ 596.66		
B-44	$ 773.72	$ 851.09		
B-45	$ -	$ -		$6.41/ LF maximum, $0.00/LF
B-46	$ -	$ -		$6.11/ LF maximum, $0.00/LF
B-47	$ 224.93	$ 247.42		
B-48	N/A	N/A		Varies By Development Area
B-49	$ -	$ -		
B-50	$ -	$ -		
B-51	$ -	$ -		
B-52	$ -	$ -		
B-53	$ -	$ -		
B-54	$ 1.4987	N/A		$1.49869 LF maximum
B-55	$ 663.35	$ 729.69		
B-56	$ 78.30	$ -		
B-57	$ -	$ -		$5.82 LF maximum, $0.00/LF
B-58	$ -	$ -		$2,792.39 per lot/$0
B-59	$ 1,137.65	$ 1,251.42		
B-60	$ -	$ -		$4,010.24 Annual/ $0
B-61	N/A	N/A		Varies per lot
B-62	$ -	$ -		$5.98 LF maximum, $0.00/LF
B-63	$ 9,033.58	$ -		
B-64	$ -	$ -		
B-65	$ -	$ -		
B-66	$ -	$ -		
B-67	$ -	$ -		
B-68	$ 379.86	$ -		
B-69	$ 56.24	$ -		
B-70	$ 401.89	$ -		
B-71	$ -	$ -		
B-72	$ -	$ -		
B-73	$ 4,051.69	$ -		
B-74	$ -	$ -		
B-75	$ -	$ -		
B-76	$ 441.00			
B-77	$ -	$ -		
B-78	$ -	$ -		
B-79	$ 12,363.75			
B-80	$ -	$ -		
B-81	$ -	$ -		
B-82	$ 7,200.00	$ -		

Parcels in Zone B-48:

DEVELOPMENT AREA 1 (Parcel Map 19011)

Assessor's Parcel Number	Maximum Annual Assessment	FY 2021-22 Assessment
1201-331-07-0000	$938.79	$938.79
1201-331-08-0000	$21,435.41	$21,435.41
1201-341-19-0000	$1,388.61	$1,388.61
1201-341-20-0000	$2,757.65	$2,757.65
1201-341-21-0000	$3,500.86	$3,500.86
	$30,021.32	$30,021.32

DEVELOPMENT AREA 2 (Parcel Map 18886)

Assessor's Parcel Number	Maximum Annual Assessment	FY 2021-22 Assessment
1201-341-26-0000	$2,292.03	$2,292.03
1201-341-23-0000	$1,987.79	$1,987.79
1201-341-61-0000	$2,657.13	$2,657.13
1201-341-62-0000	$3,407.62	$3,407.62
1201-341-25-0000	$6,429.85	$6,429.85
	$16,774.42	$16,774.42

DEVELOPMENT AREA 3

Assessor's Parcel Number	Maximum Annual Assessment	FY 2021-22 Assessment
1201-341-29-0000	$1,927.73	$1,927.73
1201-341-30-0000	$44.21	$44.21
1201-341-33-0000	$9,047.71	$9,047.71
1201-341-34-0000	$659.21	$659.21
1201-341-35-0000	$53.40	$53.40
1201-341-36-0000	$125.19	$125.19
1201-341-37-0000	$305.97	$305.97
1201-341-38-0000	$352.37	$352.37
1201-341-39-0000	$332.67	$332.67
1201-341-40-0000	$298.96	$298.96
1201-341-41-0000	$692.91	$692.91
1201-341-42-0000	$903.46	$903.46
1201-341-43-0000	$599.68	$599.68
1201-341-44-0000	$1,343.81	$1,343.81
1201-341-45-0000	$1,550.41	$1,550.41
1201-341-46-0000	$242.50	$242.50
1201-341-47-0000	$146.64	$146.64
1201-341-48-0000	$502.07	$502.07
1201-341-49-0000	$367.25	$367.25
1201-341-50-0000	$367.69	$367.69
1201-341-51-0000	$507.76	$507.76
1201-341-52-0000	$174.65	$174.65
1201-341-53-0000	$324.79	$324.79
1201-341-54-0000	$537.08	$537.08
1201-341-55-0000	$323.04	$323.04
1201-341-56-0000	$36.77	$36.77
1201-341-57-0000	$296.78	$296.78
1201-341-58-0000	$177.28	$177.28
1201-341-59-0000	$0.00	$0.00
1201-341-60-0000	$0.00	$0.00
1201-351-14-0000	$1,028.65	$1,028.65
1201-351-15-0000	$656.58	$656.58
1201-351-16-0000	$840.43	$840.43
1201-351-28-0000	$3,022.47	$3,022.47
1201-361-26-0000	$4,744.90	$4,744.90
	$32,534.97	$32,534.97

The Future Development Area for Zone B-48 includes the following Assessor's Parcel Numbers:

FUTURE DEVELOPMENT AREA

Assessor's Parcel Number	Assessor's Parcel Number
1201-331-01-0000	1201-361-06-0000
1201-341-01-0000	1201-361-07-0000
1201-341-08-0000	1201-361-08-0000
1201-341-09-0000	1201-361-09-0000
1201-341-14-0000	1201-361-11-0000
1201-341-15-0000	1201-361-12-0000
1201-361-23-0000	1201-361-17-0000
1201-361-27-0000	

The summary of Zone B-61 assessments are as follows:

PARCELS IN B-61
DEVELOPMENT AREA 1

Assessor's Parcel Number	Description	Maximum Annual Assessment	FY 2021-22 Assessment
1200-381-40-0000	Parcel 1	$1,563.68	$1,563.68
1200-381-41-0000	Parcel 2	$943.60	$943.60
1200-381-42-0000	Parcel 3	$1,011.00	$1,011.00
1200-421-33-0000	Parcel 4	$1,829.86	$1,829.86
		$5,348.14	$5,348.14

DEVELOPMENT AREA 2

Assessor's Parcel Number	Description	Maximum Annual Assessment	FY 2020-21 Assessment
1201-011-07-0000	Parcel 1	$3,595.29	$3,595.29
	Total Levy for Zone B-61		**$8,943.43**

Zone C Trail Maintenance

The City Council has determined that a uniform and consistent level of maintenance of the community trail system is vital and necessary for the protection of the economic and humanistic values of the community. Zone C-1, the original community trail zone, is located within Tracts 14629 and 14629-1. In addition, the City Council has approved the following annexations to Zone C: Zone C-2 (Tracts 15583, 15689, 16509 and 17590), Zone C-3 (Tract 15375), Zone C-4 (Tract 15969 and 15969-1), Zone C-5 (Tract 14757), Zone C-6 (Tract 15960), Zone C-7 (Tract 16914), Zone C-8 (Tract 17263) and Zone C-9 (Tracts 18935 and 16745).

Community Trail District No. 1 has been developed for the benefit and enjoyment of all the properties located within the aforementioned tracts. It has been a City Council policy that future developments within the City that have community trails as part of their development plan be annexed into the District.

As stated when the District was formed, Special Benefit is determined based on the following facts:

a. The purpose of community trails is to provide an aesthetic impression on the area.
b. The maintained community trail benefits all properties in the development.
c. The benefit to the lots not adjacent to the community trail areas benefit by the uniform maintenance. All lots not abutting the community trail areas benefit equally.
d. The community trail is located in the backyards of the units adjacent to the community trail, however these properties were not given any surcharge in assessment since the community trail will not be directly accessible from the adjacent lots.

Therefore, one zone of benefit has been established for the original District, as well as for each benefit zone that has been annexed to the District. Hence, each developed lot in the development is apportioned equally.

Zone C-1 The boundary of Community Trail District No. 1 is coincident with the boundaries of Tracts 14629 and 14629-1, located centrally between Boulder Avenue, Base Line, Church Street and Highland Avenue. The development contains a total of 143 residential lots. The annual budget for the Original District is divided equally by the total number of residential lots within the Original District in order to calculate the assessment amount per Benefit Unit.

Zone C-2 Annexation No. 1, Tract No. 15583, Tract No. 15689, Tract No. 15609 and Tract No. 17590. The tracts are located between Base Line and Ninth Street approximately 595 feet east of Landershim Avenue. The zone includes all properties in the aforementioned Tracts, and was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the thirty (30) foot wide easement that were granted to the City of Highland per approval. The development contains a total of 95 residential lots. The annual budget for Annexation No. 1 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-3 Annexation No. 2, Tract No. 15375 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the easement granted to the City of Highland. The development contains a total of 46 residential lots. The annual budget for Annexation No. 2 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-4 Annexation No. 3 Tract No. 15969 and 15969-1 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the easement granted to the City of Highland. The development contains a total of 39 residential lots. The annual budget for Annexation No. 3 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-5 Annexation No. 4 Tract No. 14757 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the easement granted to the City of Highland. The development contains a total of 47 residential lots. The annual budget for Annexation No. 4 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-6 Annexation No. 5 Tract No. 15960 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the easement granted to the City of Highland. The development contains a total of 16 residential lots. The annual budget for Annexation No. 5 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-7 Annexation No. 6 Tract No. 16914 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the easement granted to the City of Highland along Cochran Street and through the park. The development contains a total of 60 residential lots. The annual budget for Annexation No. 6 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-8 Annexation No. 7 Tract No. 17263 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements in Lot A of Tract 17263. The development contains a total of 25 residential lots. The annual budget for Annexation No. 7 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-9 Annexation No. 8 Tracts 18935 and 16745 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements within the right-of-way along Aplin Street of Tract 18935 and 16745. The development contains a total of 80 residential lots. The annual budget for Annexation No. 8 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zones C-1 through C-9 include a 5% inflation adjustment to the assessment rates, subject to final approval by the City Council.

The following table provides a summary of typical assessments within Zone C.

ZONE C

COMMUNITY TRAIL MAINTENANCE

SUMMARY OF TYPICAL ASSESSMENTS

Zone	Land Use	Assigned Benefit Units	Rate per Benefit Unit	Annual Assessment
C-1	Single Family Residential	1	$21.17	$21.17
C-2	Single Family Residential	1	$16.38	$16.38
C-3	Single Family Residential	1	$29.33	$29.33
C-4	Single Family Residential	1	$21.17	$21.17
C-5	Single Family Residential	1	$21.17	$21.17
C-6	Single Family Residential	1	$52.12	$52.12
C-7	Single Family Residential	1	$29.33	$29.33
C-8	Single Family Residential	1	$78.19	$78.19
C-9	Single Family Residential	1	$18.24	$18.24

Zone D Park Maintenance

At the time of formation, two zones of special benefit were established; Mutual Special Benefit, and Specific Benefit. The "Mutual Special Benefit" zone has been defined as the special benefit that accrues to each lot within the entire City related to Park Maintenance District No. 1. Mutual Special Benefit has been defined as 40% of the total benefit. At this time, the portion of costs applicable to Mutual Special Benefit will be paid by the City. The City may, however, at a future date, annex the remainder of the entire City into the Park Maintenance District No. 1 for purposes of assessing each lot situated therein based on the Mutual Special Benefit received. Tract No. 14757 is located adjacent to the existing Specific Benefit Zone D-0 and is proposed to be annexed to Zone D-0. Zone D-1 (Tract No. 16404) proposed to be annexed includes the dedication of a new City park to be maintained by the "Mutual Specific Benefit" zone as well as by the parcels in Zone D-1 using the percentages established at the time the District was formed.

Specific Benefit has been defined as the special benefit that accrues to each lot within Zones D-0 and D-1, and is apportioned based on 60% of the total benefit, assessed at the time the property is subdivided. There is a specific benefit received by properties within the "specific benefit" zone which includes:

a. Improved aesthetic appeal of nearby parcels
b. Enhancement of the value of property which results from the foregoing benefits

The servicing, operation and maintenance of park and landscape improvements directly benefits those parcels and/or lots within the tract or subdivision. Lot size is not related to benefit received. Therefore, the benefits assigned to each lot will be equal, regardless of size, or land use zone designation.

Properties that are listed as tax exempt by the Assessor's Office will not be assessed. In addition, lots that have an assessed valuation of less than $500 will not be assessed.

Mutual Specific Benefit" Zone - The "Mutual Special Benefit" zone has been defined as the special benefit that accrues to each lot within the entire City related to the maintenance of Park Maintenance District No. 1 (Canyon Oaks Park, the City park dedication in Tract 16404 and the new City park dedication adjacent to Tract 16914). Mutual Special Benefit has been defined as 40% of the total special benefit. At this time, the portion of costs applicable to Mutual Special Benefit will be paid by the City. The City may, however, at a future date, annex the remainder of the entire city into the Park Maintenance District No. 1 for purposes of assessing each lot situated therein based on the Mutual Special Benefit received.

Zone D-0 — Zone D-0 is responsible for the Specific Benefit portion of the maintenance of Canyon Oaks Park, defined as the special benefit that accrues to each lot within Tract 14629 and Tract 14757, and is apportioned based on 60% of the total benefit, assessed at the time the property is subdivided

Zone D-1 Zone D-1 is responsible for the Specific Benefit portion of the maintenance of the City park dedication in Tract 16404, defined as the special benefit that accrues to each lot within Tract 16404, and is apportioned based on 60% of the total benefit, assessed at the time the property is subdivided

Zone D-2 Zone D-2 is responsible for the Specific Benefit portion of the maintenance of the new City park dedication adjacent to Tract No. 16914, defined as the special benefit that accrues to each lot within Tract 16914, and is apportioned based on 60% of the total benefit, assessed at the time the property is subdivided

Zone D-3 Zone D-3 is responsible for the Specific Benefit portion of the maintenance of the new City park dedication adjacent to Tract No. 18199, defined as the special benefit that accrues to each lot within Tract 18199, and is apportioned based on 60% of the total benefit, assessed at the time the property is subdivided

Zones D-0 through D-3 include a 5% inflation adjustment to the assessment rates, subject to final approval by the City Council.

The following table provides a summary of typical assessments within Zone D.

ZONE D

PARK MAINTENANCE

SUMMARY OF TYPICAL ASSESSMENTS

Zone	Land Use	Assigned Benefit Units	Rate per Benefit Unit	Annual Assessment
D-0	Single Family Residential	1	$81.15	$81.15
D-1	Single Family Residential	1	$342.08	$342.08
D-2	Single Family Residential	1	$553.82	$553.82
D-3	Single Family Residential	1	$773.72	$773.72

Assessment district incidental costs will be spread within each zone, pro-rata, based on the assessments levied.

APPENDIX A – ASSESSMENT DIAGRAM

An assessment diagram was prepared and filed in the Office of the City Clerk. The diagram consists of nine (9) index sheets and two (2) bound books of San Bernardino County Assessor's Maps. The index sheets show the areas which include properties to be assessed and refer to the San Bernardino County Assessor's maps for a more detailed description of the properties.

In addition, a diagram of the District Boundaries showing the exterior boundaries of the District has been submitted to the City Clerk, and is incorporated herein by reference. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of San Bernardino for the year in which this Report was prepared, and are incorporated herein by reference and made part of this Report.

APPENDIX B – ASSESSMENT ROLL

The proposed assessment and the amount of assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office are submitted separately as Appendix B of the Engineer's Report for the City of Highland, Consolidated Landscape and Lighting District No. 96-1.

The description of each lot or parcel is part of the records of the Assessor of the County of San Bernardino and these records are, by reference, made part of this Report.

ATTACHMENT 2

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND COUNTY OF SAN BERNARDINO, CALIFORNIA GIVING PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR CONSOLIDATED LANDSCAPING & LIGHTING DISTRICT NO. 96-1 FISCAL YEAR 2021-22

RESOLVED by the City Council of the City of Highland that:

WHEREAS, on the 26th day of January 2021 said City Council did adopt its Resolution No. 2021-002 directing the Engineer of Work to make and file with the City Clerk of said City a report in writing as required by the Landscaping and Lighting Act of 1972 for Fiscal Year 2021-22; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no part of said report requires modification in any respect;

NOW THEREFORE, it is ordered as follows:

1. That the Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.

2. That the diagrams showing the assessment District referred to and described in said report the boundaries of the subdivision of land within said Assessment District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

3. That the proposed assessment upon the subdivision of land in said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

4. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

APPROVED AND ADOPTED this 25th day of May 2021.

_____
Penny Lilburn
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

ATTACHMENT 3

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL 2021-22 IN CONSOLIDATED LANDSCAPE AND LIGHTING DISTRICT NO. 96-1, AN ASSESSMENT DISTRICT, AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Highland, pursuant to the provisions of The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

Description of Work

SECTION 1. That the public interest and convenience requires and it is in the intention of the City Council of the City of Highland, California, to order the following work be done, to wit:

1. Maintenance, operation and servicing of landscaping and lighting as authorized by Section 22525 of the Streets and Highways Code.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Location of Work

SECTION 2. The foregoing described work is to be located within roadway right-of-way and public utility easements, landscape easements, trail easements, park lands, etc., within the incorporated boundaries of the City of Highland, more particularly described on a map which is on file in the City Clerk's office entitled "Assessment Diagram Consolidated Landscape and Lighting District No. 96-1."

Description of Assessment District

SECTION 3. That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and the said City Council hereby makes the expense of said work chargeable upon a district, which said district is described as follows: All that certain territory of the City of Highland included within the exterior boundary line shown upon that certain "Assessment Diagram, Consolidated Landscape and Lighting District no. 96-1," heretofore approved by the City Council of said City indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the Office of the City Clerk of said City.

Reference is hereby made to said map for further, full and more particular description of said assessment district, and the said map on file shall govern for all details as to the extent of said assessment district.

Report of the Engineer

SECTION 4. The Highland City Council by Resolution No. 2021-___ has accepted the report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report Consolidated Landscape and Lighting District No. 96-1" is on file in the Office of the City Clerk of said City, and was prepared for the 2021-22 Fiscal Year in accordance with The Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Collection of Assessments

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the Highland City Council and the City Council will annually conduct public hearings upon said report as required by law, at which time assessments for the next fiscal year will be determined.

Time and Place of Hearing

SECTION 6. Notice is hereby given that on the 22nd day of June, 2021, at 6:00 p.m., or as soon thereafter as may be heard, the City Council of the City of Highland will hold a public hearing and any and all persons having any objection to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention.

Due to the COVID-19 pandemic public health orders, which limit in-person public meetings, the public hearing will be held either in the City Hall Donahue Council Chambers, 27215 Base Line, Highland, California, 92346, or in another manner specified in the meeting agenda. Please check the June 22, 2021 City Council agenda once it is posted on the City's website for information as to how to participate in the City Council meeting.

To avoid physical contact, the City strongly encourages you to submit your comments by email in advance to the City Clerk at publiccomment@cityofhighland.org and include "Landscape and Lighting District No. 96-1" in the title. Any written comments received will be included as part of the public record on this matter.

Landscaping and Lighting Act of 1972

SECTION 7. All of the work herein proposed shall be done and carried through in pursuance of act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Assessment of Railroad, Gas, Water, or Electric Utility or Electric Line Right-of-Way

SECTION 8. That by reference to Section 22595 of the Streets and Highways Code all railroad, gas, water or electric utility or electric line right-of-way included within said Consolidated Landscape and Lighting District No. 96-1 which will receive benefit will be assessed for said benefit.

Exclusion of Public Property

SECTION 9. All lots or parcels belonging to public agencies shall be omitted from assessments to be made hereafter to cover the costs and expenses of the Work.

Publication of Notice

SECTION 10. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of notice of hearing shall be completed at least 10 days prior to the date of hearings.

Certification

SECTION 11. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 25th day of May, 2021.

_____
Penny Lilburn
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

STAFF REPORT

TO THE CITY COUNCIL

MEETING DATE: May 25, 2021

FROM: Joseph Hughes, City Manager

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

PREPARED BY: Angela Aguilar, Planning Technician II

SUBJECT: A Special Event Permit (SEP 21-002) by Immanuel Baptist Church for a 4th of July community event and request for co-sponsorship.

LOCATION: 28355 Base Line

APPLICANT: Immanuel Baptist Church

REPRESENTATIVE: Gary Pounds, Minister of Church Administration

RECOMMENDATION: Staff recommends the City Council consider the following actions:

1. Approve the Special Event Permit 21-002 subject to the conditions of approval; and

2. Approve a request by Immanuel Baptist Church for Co-Sponsorship and waiving of City Police fees and Public Works traffic control in the amount of approximately $9,617.28.

FISCAL IMPACT: The City Council has adopted a policy whereby no fee will be collected for processing a Special Event Permit. Application Cost to the City is time and materials for preparation of the Staff Report and advertisement. Event costs

Approved _____	Motion _____	Second _____	Agenda Item No. 9
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

identified by the City's Police Department ($7,264.95), Fire Marshal ($142.30) and Public Works traffic control ($2,352.33) are typically paid by an Applicant prior to the Event. A waiver of police services and public works traffic control has been requested. They are not requesting a waiver of the Fire Marshal fee ($142.30).

PUBLIC NOTICE: As required by the City Council Resolution, the Agenda was posted at three designated posting locations. In addition, it was posted on the City's Website.

PROJECT DESCRIPTION: Immanuel Baptist Church is seeking approval of its Annual 4th of July Community event and firework display. Additionally, they are requesting co-sponsorship for Police Department and Public Works expenses (see attachment 1).

The 4th of July community event and fireworks display is scheduled for Sunday, July 4, 2021, from 7:30 P.M. thru 9:30 P.M. It is anticipated the Event will draw approximately 5,000 people on-site over a period of two (2) hours. Activities for the 4th of July Community event would include food vendors, live music and a fireworks display. Church volunteers will provide assistance and security on the site. In addition, first aid and a paramedic unit will be present on-site provided by Immanuel Baptist Church. All other related equipment and services such as lighting and sound accessories, restroom facilities and trash collection will be provided for by Immanuel Baptist Church.

This year the Public Works Division determined additional fees will be required to provide traffic control as requested by the Police Department. As the event has become more successful over the years more traffic control support was requested. As such Public Works has put together an estimated cost to cover the event. (see attachment 4). Immanuel Baptist Church has requested a waiver for this additional cost.

Per the Highland Municipal Code Section 8.58.030 (Firework Displays), and Section 16.08.130 (Special Events), a public display of fireworks is permitted by City Council approval under the direct supervision of a pyrotechnic operator. Immanuel Baptist Church has contracted with "Pyro Spectaculars", a professionally licensed pyrotechnic company, who will provide a full service Sky Concert consisting of a licensed operator, an electronic firing system, custom show choreography and design, insurance coverage, and delivery. Additionally, Cal Fire Battalion Chief, Sean Landavazo, will be present at the event to ensure the required inspections are done. All activities will be compliant with the most current State and County Covid-19 guidelines.

Co-sponsorship Request: Immanuel Baptist Church has requested City co-sponsor to help assist with Police Department expenses and Public Works traffic control support in the amount of $9,617.28 (see attachment 4).

The Special Event Permit Application has been circulated to all the City's Departments for comments and Conditions, if necessary and appropriate.

Attachment:
1. Co-sponsorship request letter
2. Pyrotechnic Contract
3. Site Plan
4. Department Conditions
5. Highland Municipal Code Section 8.58 - Fireworks

ATTACHMENT 1

Co-Sponsorship Request Letter

IMMANUEL
BAPTISTCHURCH

April 15, 2021

City of Highland
27215 Base Line
Highland, California 92346

Dear City of Highland Staff and Council Members,

This letter serves as the permit request for our annual Community Fireworks Show scheduled for Sunday, July 4, 2021 from 7:30 pm to 9:30 p.m.

We anticipate approximately 5,000 people on campus at this event with several thousand others watching the fireworks show from the surrounding neighborhoods. The fireworks show will run from 9:00 pm to 9:20 pm. Cars will be parked in the campus parking, minus the most northern section of the lot off of Base Line. This area is designated as the fireworks fallout zone and will remain off limits during the entire event. Paid as well as a volunteer security team will provide parking assistance and security on site, including prevention of attendees from accessing the fireworks firing site. First aid and a paramedic unit will be provided on site for this event in case of an emergency. Trash will be collected and disposed of by volunteers via a Burrtec Waste donated roll-off on site. Adequate portable restroom facilities will be provided onsite. As has been the case in past years, no admittance fee will be charged as we want this to be a free event; the only charges will be for food and drinks supplied by the approved vendors. This year's budget is $45,000.00 with a significant portion covered by Immanuel's congregation. We are pleased to report that sponsorships by local businesses have increased to help offset a portion of the expenses to host the ever-increasingly popular event.

Since Immanuel desires to continue to partner with the City of Highland in offering this family friendly, high quality community event, we are again requesting that the City of Highland cover the expense of providing adequate law enforcement personnel to provide sufficient traffic control during the event, as well as the necessary funding requested by the City Public Works Department for traffic control support.

Thank you in advance for your serious consideration, and for the years of cooperation you have given us as we seek to provide yet another ongoing family friendly event for the citizens of the City of Highland.

If you have any questions, please feel free to contact me.

Sincerely,

Gary Pounds
Minister of Church Administration

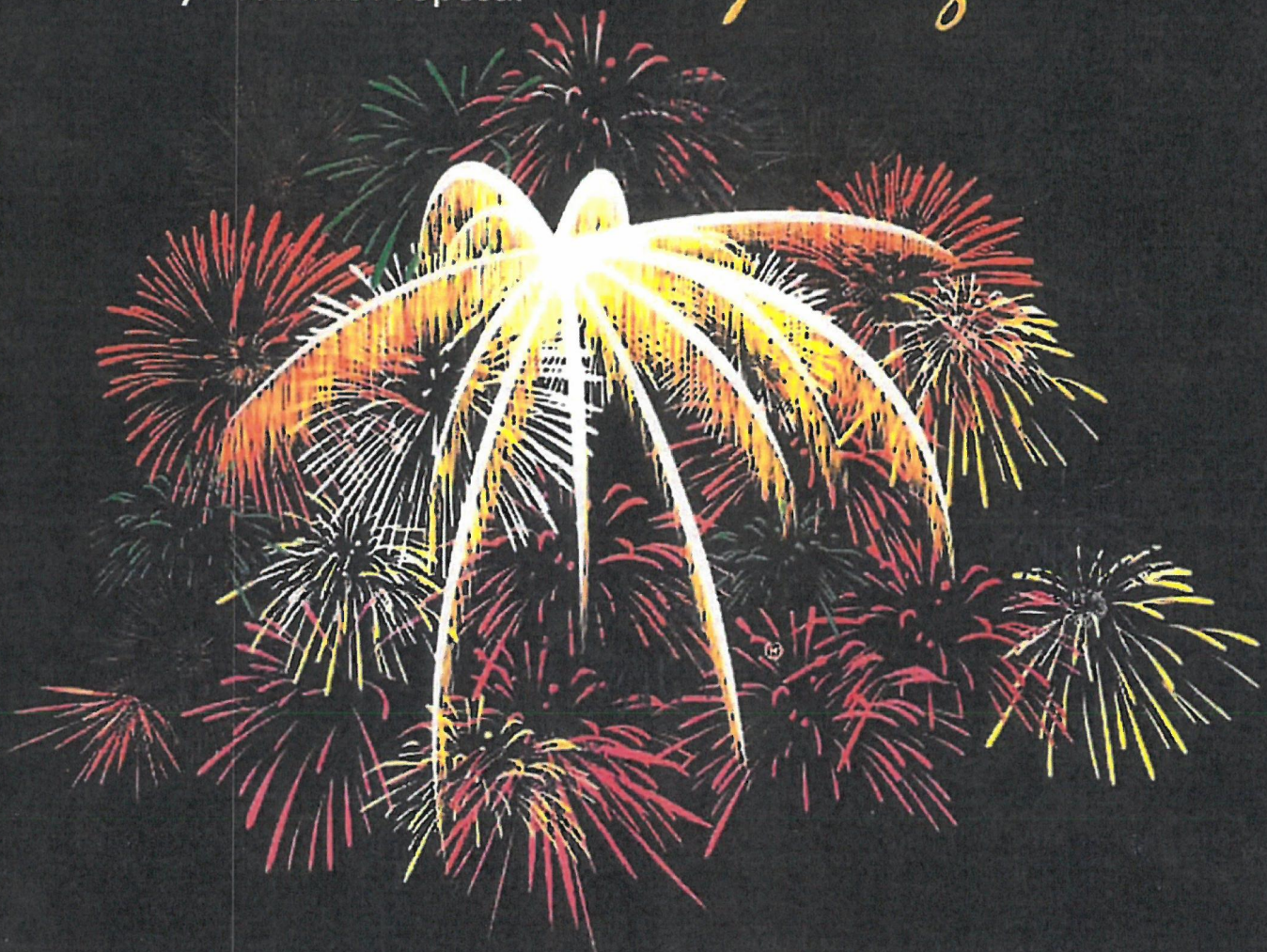
ATTACHMENT 2

Pyrotechnic Contract

PYRO SPECTACULARS

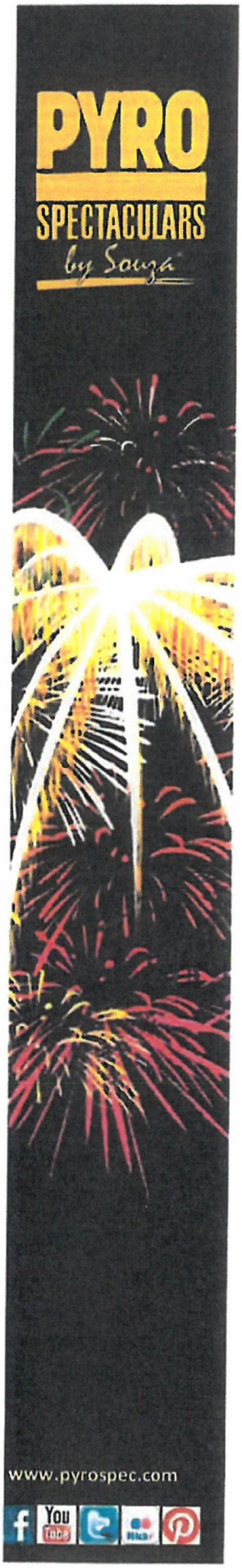
by Souza®

2021 Pyrotechnic Proposal



Immanuel Baptist Church

July 4, 2021



April 16, 2021

Immanuel Baptist Church
Justin McWhorter
28355 Baseline St.
Highland, CA 92346-5008

Dear Mr. McWhorter,

Pyro Spectaculars North, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2021 event. The following proposal outlines your custom designed Program "A" for the amount of $27,000.00. The various fireworks elements provided are prepared to shoot from Immanuel Baptist Church Dirt Lot for approximately 15-20 minutes.

Our full service program includes necessary preproduction services, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and pyrotechnic safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of the fully executed agreement returned to our office by May 3, 2021 along with your initial payment.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call me or your Customer Service Representative Maria Barajas (909) 355-8120 ext. 228.

Sincerely,

PYRO SPECTACULARS, INC.

Jeff Martin

Sales Manager

JM/mb

Enclosures

Pyro Spectaculars, Inc.
P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

Product Synopsis • Pyrotechnic Proposal

Immanuel Baptist Church
PROGRAM A– July 4, 2021
$27,000.00

Opening

Description	Quantity
♦ 3" Souza Designer Opening Salutes	5
Total of Opening	**5**

Main Body - Aerial Shells

Description	Quantity
♦ 3" Souza Designer Selections	230
♦ 4" Souza Designer Selections	90
Total of Main Body - Aerial Shells	**320**

Pyrotechnic Devices

Description	Quantity
♦ Sousa Platinum Line Custom Multishot Device	300 Shots
♦ Sousa Diamond Line Custom Multishot Device	290 Shots
♦ Sousa Emerald Line Custom Multishot Device	590 Shots
♦ Sousa Silver Line Custom Multishot Device	61 Shots
Total of Pyrotechnic Devices	**1,241**

Grand Finale

Description	Quantity
♦ 2.5" Souza Designer Bombardment Shells	180
♦ 4" Souza Designer Bombardment Shells	30
Total of Grand Finale	**210**
Grand Total	**1,776**

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :::: Fax: 909-355-9813

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this 20 day of April, 2021 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and Immanuel Baptist Church, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** – PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** – CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 4, 2021**, at approximately **9:00 p.m.**, at **Immanuel Baptist Church Dirt Lot 28355 Baseline St., Highland, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **$27,000.00USD (TWENTY SEVEN THOUSAND DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee **$13,500.00** USD **(THIRTEEN THOUSAND FIVE HUDNRED DOLLARS)** plus estimated permit and standby fees, and other regulatory costs approximated at **$145.00 (paid by CLIENT on February 18, 2020)**, for a total of **$13,500.00**, upon the execution of this Agreement by both parties but no later than **May 3, 2021**. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the fee, less credit payment from 2020 of **$6,750.00**, shall be paid no later than **July 6 2021**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** – PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the City of Highland- Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** – CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO – Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - **Immanuel Baptist Church, 28355 Baseline St., Highland, CA 92346-5008.**

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through May 3, 2021
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

By: _____

Its: President

Immanuel Baptist Church

By: _____

Its: CHURCH ADMINISTRATOR

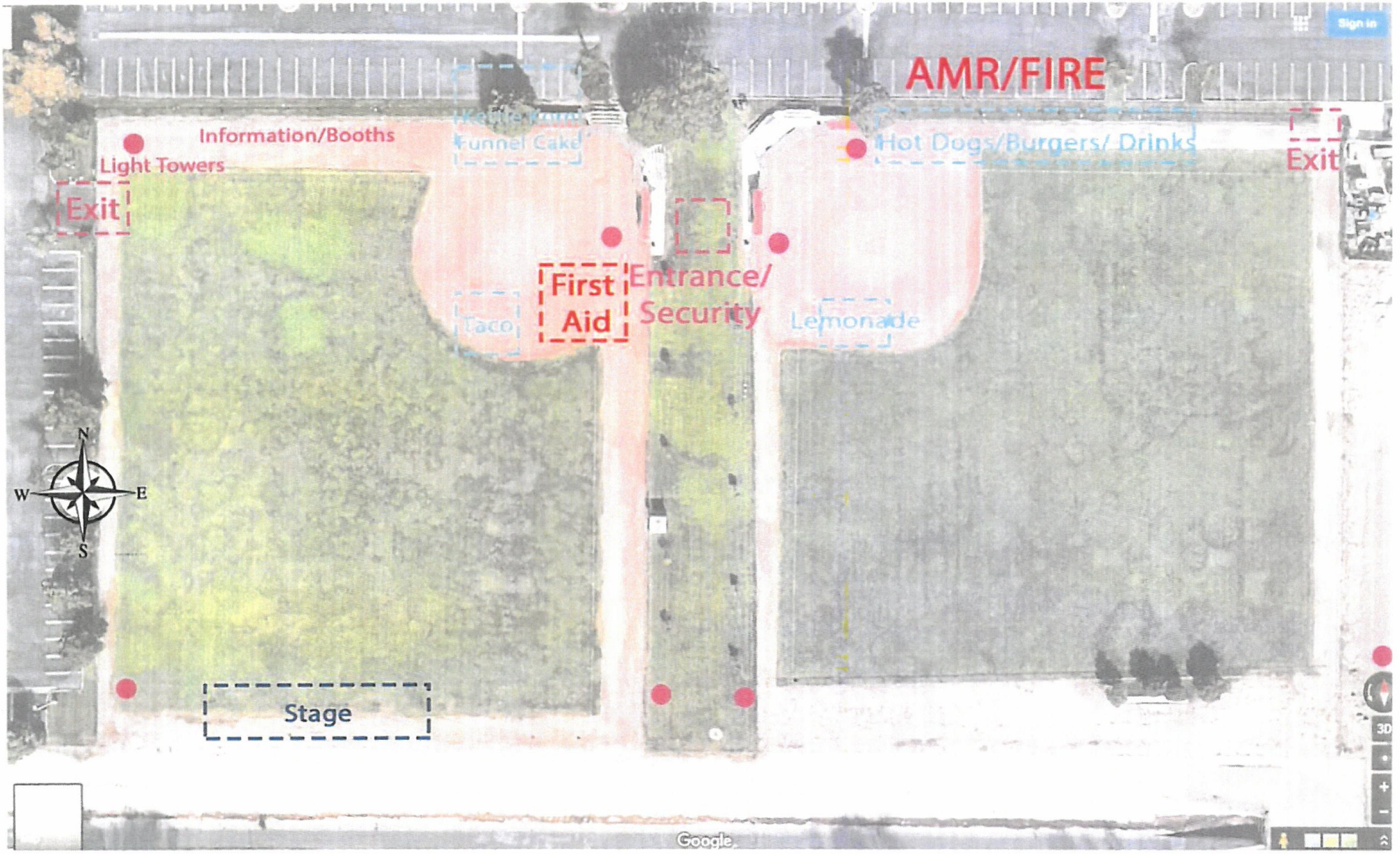
GARY ROUNDS
Print Name

SHOW PRODUCER: **Jeff Martin**

ATTACHMENT 3

Site Plan


Immanuel Baptist Church
28355 Baseline St.
Highland, Ca.
Fireworks Plot Plan
Baseline
Base Line
Parking Lot
to be Closed
Safety
Fallout Zone
Firing site
280'
Safety
Fallout Zone
No parking Here
Saguaro Way
Webster St
Church to install
caution tape and
provide security
During show
Parking
Parking
Restroom
Spectators
Spectators
Spectators
Cherokee Rose Dr
Webster St
Streeter Ave
Railroad Ct
Harding Ct
Canterbury Way
Molante Ct
Autumn Chase Dr
Streeter Ave
© 2012 Google
USGS
Google earth
Imagery Date: 6/7/2012


AMR/FIRE
Information/Booths
Light Towers
Exit
Funnel Cake
Hot Dogs/Burgers/ Drinks
Exit
First Aid
Entrance/ Security
Taco
Lemonade
N
W
E
S
Stage
Google

ATTACHMENT 4

Department Conditions

CITY OF HIGHLAND

27215 Base Line, Highland, CA 92346
Telephone (909)864-8732 FAX (909)862-3180

Project Planner: Angela Aguilar

Request for Comments: April 27, 2021

Comments Due: **May 11, 2021**

PROJECT:	SEP 21-002 – IBC 4th of July Firework Display
DESCRIPTION:	Community event with an expected 5,000 people to attend. There will be a 20-minute firework display, food, stage and live entertainment.
LOCATION:	28355 Base Line
EVENT DATE &TIME	Sunday, July 4, 2021 – 7:30 pm to 9:30 pm

This Application has been filed with the Community Development Department's, Planning Division. Please review the attached information and return this sheet with your comments and/or recommendations. **IF WE RECEIVE NO COMMENTS BY THE ABOVE REFERENCED DUE DATE, THEN WE WILL ASSUME YOU HAVE NO CONCERNS.** You need not return the attachments.

POLICE COMMENT

Determination

- ☐ Approval *without* comments/conditions
- ☐ Approval *with* comments/conditions listed below
- ☐ Denied, reason listed below

Fee's

Supervision	$ 821.70
Security/Police	$ 6,443.25
Traffic	$
Grand Total	$7,264.95

EVENT SECURITY /POLICE RESPONSE: 12

SUPERVISION: 1

TRAFFIC ENFORCEMENT:

Other comments:

15 VOLUNTEERS SEE ATTACHED

M. Yost, LT

APPROVED BY:

ANY FEES REQUIRED WILL BE PAID AT CITY HALL.

JOHN McMAHON, SHERIFF-CORONER

SAN BERNARDINO COUNTY

May 11th, 2021

City of Highland
27215 Base Line Street
Highland, CA 92346

Re: Immanuel Baptist Church Annual 4th of July Firework Display

Immanuel Baptist's annual fireworks display has become increasingly popular and in conjunction with the 4th of July parade, both events strain staffing levels at the police department. The 4th of July holiday is a patriotic holiday and could be viewed by extremists as an opportune time to execute a terrorist or active shooter attack. To staff the events, deputies and reserve deputies are paid overtime.

Immanuel Baptist's event is held from approximately 6:00 pm till 9:30 pm. Immanuel Baptist security should be in place prior to the start of the festival and police department personnel will arrive at 6:30 pm to assist with ingress of vehicles entering the property. Historically those in attendance arrive throughout the evening as the sun sets. Our secondary concern is egress of traffic after the event as there is typically a mass exodus. Due to the mass exodus, past years have shown it took upwards of two hours for the arterial roadways to resume to normal traffic flow.

The event will be staffed with the following personnel, each for a 5-hour shift (6:30 pm to 11:30 pm)

(1)	Sergeant	$ 821.70
(9)	Deputies	$ 5,656.95
(2)	Reserve Deputies	$ 592.30
(1)	SSS	$ 194.00
(15)	COP/Explorer	No Cost

We recommend Immanuel Baptist have approximately 10-12 staff members available working on location for safety and security purposes.

Sincerely,

Matthew Yost, Lieutenant

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT
655 East Third Street • San Bernardino, California 92415-0061 Post Office Box 569 • San Bernardino, California 92402-0569

MEMORANDUM

DATE: Thursday May 13, 2021

TO: **Angela Aguilar**

FROM: Jim Richardson, Public Works Manager

SUBJECT: Immanuel Baptist Annual 4th of July Firework Display

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The Police Department requests traffic control support from the City Public Works Department for this event. The approximate cost to the City for this service will be $2,352.33 based on the attached spreadsheet.

The estimate is based on the following: Public Works staff will deliver and stage all traffic control devices and equipment in locations requested the afternoon of Tuesday July 4th for use by the Highland Police Department and Emmanuel Baptist Church. At the appropriate time the traffic control devices will be moved into place by the Police Department and/or Immanuel Baptist Church staff under the direction of the Police Department. After the event end and traffic is disbursed on the evening of July 4th the Police Department and Emmanuel Baptist Staff will be required to place all traffic control equipment back where it was originally staged by the Public Works Dept. so it can be picked up first thing the morning of July 5th. The above work will be performed outside of regular business hours with the exception of pre posting of no parking signs which will be placed during regular business hours ahead of the 4th of July event.

Jim Richardson will be the contact person for the City Public Works Department for coordination of the above and can be reached in the office at 909-863-0284, ext 101 or cell phone 909-841-6839.

Immanuel Baptist Church 4th of July Firework Display
Public Works Cost Estimate for Services

Public Works No Parking Pre Posting July 2, 202'	Units	Unit Price	Total
Senior Maintenance Worker / No Parking Posting	3.00	102.31	306.93
Public Works Set up Sunday July 4, 2021 (Overtime)			
Senior Maintenance Worker	1.00	151.16	151.16
Maintenance Worker I (2 @ 2hr)	4.00	107.01	428.04
Maintenance Worker II (2 @ 2hr)	4.00	129.77	519.08
Misc Signs from stock (Detour, road closed, etc.)		From stock - NC	
Public Works Removal July 5, 2021 (Overtime)			
Maintenance Worker II (2 @ 2hrs)	4.00	129.77	519.08
Maintenance Worker I (2 @ 2hrs)	4.00	107.01	428.04
			$2,352.33

Building and Safety Division Conditions of Approval

Date:	05-11-2021
Applicant:	Immanuel Baptist
Address of Applicant:	28355 Base Line
Site Location:	Parking Lot
Event Date:	July 4th 2021
Project:	SEP 21-002

1. See Municipal Code information below for City requirements;

8.58.030 Displays.

A. General. Permits are required to conduct a public display of fireworks. Permit application shall be made to the fire chief and the police chief not less than 14 days prior to the scheduled date of the display. The permit application shall include a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of building, highways and other lines of communication; the lines behind which the audience will be restrained; and the location of nearby trees, telegraph or telephone lines and other overhead obstructions. At the time of permit application, the fire chief shall be consulted regarding the requirements for standby fire apparatus.

B. Under Supervision of Pyrotechnic Operator. Public display of fireworks operations shall be under the direct supervision of a pyrotechnic operator. The pyrotechnic operator shall be responsible for all aspects of a display related to pyrotechnics.

C. Bond Required. The permittee shall furnish a bond or certificate of insurance in an amount deemed adequate by the fire chief and the police chief for the payment of damages which could be caused either to a person or persons or to property by reason of the permitted display and arising from acts of the permittee, agents, employees or subcontractors. (Ord. 377 § 2, 2013)

2. Event Area

1. Provide handicapped accessible restroom facilities (where clustered shall provide 5% accessible but not fewer than 1)

2. Parking area to including accessible parking spaces and paths of travel to event (2 Percent of the total parking provided for the event). When necessary, temporary accessible spaces can be created in permanent paved lots, dirt lots, or fields. Choose spaces that are level, close to an accessible entrance and near existing curb ramps. Mark or block off an existing parking space with cones, barricades, or pavement marking tape to create a new access aisle and use the accessibility symbol to designate the accessible spaces. If no existing curb ramps are available and the new parking spaces border on the sidewalk, place a portable curb ramp in the temporary access aisle to gain access to the sidewalk level.

3. Provide engineering calculations from a California licensed Engineer, or State of California certificates, or third party reports for stage(s).
    a. Guards – when the floor level at any surface is more than 30 inches above the adjacent ground level, Guards shall be provided with the exception of the audience side of the stage.

4. Temporary electrical shall be installed in accordance with the current edition of the California Electric Code.
    A. Portable generators shall be grounded.
    B. All electric cords shall be protected from becoming tripping or fire hazards. Bridging must be provided for wheel chairs.
    C. Overhead cords are to be rated for such use and must not hang lower than (10) ten feet above surrounding walking surfaces and (18) eighteen feet above fire lanes.
    D. Portable or festoon lighting must be approved by the Building Official prior to installation.

5. Trash and waste containers shall be provided. At the conclusion of the event, the entire site shall be cleaned of all trash, debris and signage.

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

DATE : May 3, 2021

APPLICANT : Immanuel Baptist Church

ADDRESS : 28355 Base Line

SITE LOCATION: Parking Lot / Baseball Fields– 4th of July Firework Event Sunday July 4th

FILE / INDEX No.: SEP 21-002

Compliance with the following items are conditions of **FIRE DEPT. APPROVAL OF EVENT.**

These conditions are required as acceptable solutions to the adverse fire conditions impacting firefighting and emergency operations accompanying the site/area and/or event. They will either assist in detection and extinguishment of the fire and/or facilitate the anticipated emergency operations.

This project is protected by the city of Highland fire dept./Cal-Fire. For event approval the applicant shall comply with the existing California Fire Code and all applicable statutes, codes, ordinances, standards and policies of the City of Highland fire prevention division / fire department.

1. Per the site plan and permit request letter submitted, FIRE MARSHAL conditions are as follows.

2. A California State Fire Marshal flame-retardant certificate must be provided (CCR T-19), if tent (over 400 square feet) and/or air supported structures are used.

3. **Outdoor fireworks displays shall comply with 2019 CFC Chapter 56 as well as CCR Title 19, Division 1, Chapter 6, Article 4 (permits) and Article 15 (public display) and NFPA 1123.**

4. Adequate marking and security personnel shall be used to prevent event attendees from accessing the fireworks firing site, from all 4 sides, throughout the entire display.

5. Pyrotechnic operators **shall meet** with local Battalion Chief / Captain prior to the event to provide an overview of the display and to discuss emergency plan and locations of fire apparatus.

6. Fire extinguishers and other fire-protection equipment shall be provided. Minimum rating for fire extinguishers shall be: **2A-10BC**: Location and number shall be determined by the Fire Marshal or Battalion Chief during site inspection. Extinguishers shall be mounted with a current (within 1 year from date indicated) State Fire Marshal tag affixed.

7. The areas for the car show and food trucks shall be configured to provide emergency access.

8. The area around the stage shall be maintained free of non-essential items. Electrical distribution cords shall be in good repair and of the proper size for the intended use. NO SMOKING on the stage or within 10 feet of the stage. Hay bales or other flammable materials shall not be used to create seating areas in front of the stage area.

9. Ground covering shall be of non-combustible or treated materials and maintained in an approved flame-retardant condition. No straw, hay or other unapproved flammable / combustible materials are allowed as ground covering or wall treatments. (CFC 31 04.2)

10. Temporary Electrical wiring/generation shall comply with the National Electrical Code and be inspected and approved by the Fire Marshal & City Building & Safety Official.

11. Lighting generators (self-contained units) shall be secured from movement and properly protected from tampering by event attendees. Any refueling of the units shall be performed with the engines turned off. Fuel for the generators shall be stored in a secure area not accessible by event attendees.

12. Emergency fire and rescue access lanes shall be maintained at all times. Minimum width for emergency access lanes shall be twenty (20) feet and support a live load for fire apparatus of 74,000 pounds. Emergency access lanes shall be provided, so that any point at event shall not exceed one hundred fifty (150) feet from emergency access road.

13. Concession stands utilized for **cooking** shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of other cooking booths and shall not be located within 20 feet of a tent, canopy, membrane structure or attractions.

14. No open-flame demonstrations shall be allowed (on stage) by performers and/or audience.

15. The stage area shall have one fire extinguisher (minimum **2A-10BC**) on each side at the front area.

16. Cooking areas that utilize fryers or create grease laden vapors shall have a K-Type (40BC) fire extinguisher of adequate size with a current State Fire Marshal tag affixed.

17. All volunteers shall be made aware of how to request assistance in the event of an emergency or other incident.

A permit fee is due prior to the event. Contact the Building and Safety Department at (909) 864-6861 ext.232 for permit fee amount.

An inspection of the grounds will be performed to confirm compliance with the above conditions.

If you have any questions or concerns regarding the above or wish to discuss other mitigation alternatives contact the City of Highland - Fire Prevention Department.

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

Intra-office Memorandum
City of Highland

DATE: April 29, 2021

TO: Angela Aguilar, Planning Tech II

FROM: Carlos Florez, Public Services Coordinator

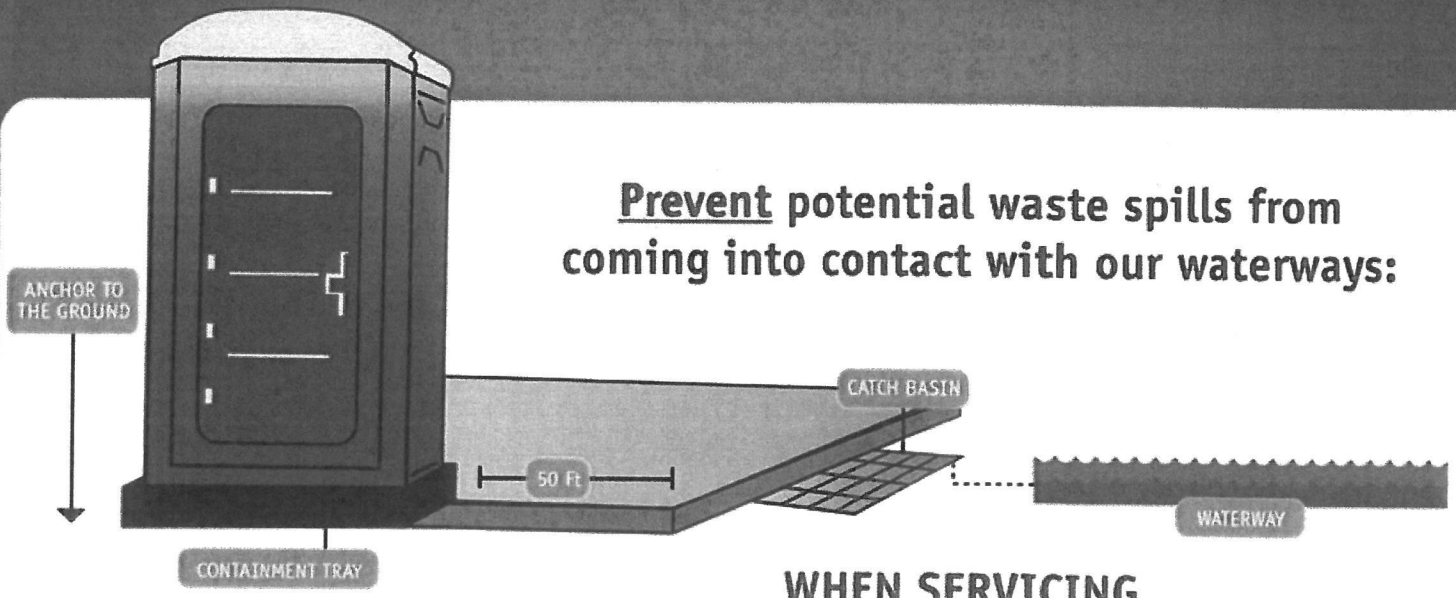
CC: Melissa Morgan, Public Services Manager

SUBJECT: **SPECIAL EVENT PERMIT ISSUANCE CLERANCE FORM (SEP016-005) ANNUAL 4th OF JULY FIREWORK DISPLAY**

The Public Services Division will approve this Special Event Permit with the following conditions:
1. Food/Beverage: If plastic bottles and aluminum cans are available during this event there must be recycling opportunities onsite. If there is food available during this event there must be organic recycling opportunities onsite for the food vendors. There must be one recycling container next to each trash receptacle through out the duration of the event.
2. Portable Toilets: Please be sure that all portable toilets on site are equipped with a containment tray throughout the duration of the event. Provide the Portable Toilet Business flyer (attached) to the company you have selected for further suggestions on how to prevent potential spills when delivering or servicing the portable toilets during this event. If there is a storm drain within 50 feet of where the portable toilets are being placed it must be protected throughout the duration of the event.

Should you have any questions, please feel free to give me a call 909-864-8732 ext. 271

PORTABLE TOILET BUSINESSES



Prevent potential waste spills from coming into contact with our waterways:

WHEN DELIVERING

- ✓ Site Portable Toilets at least 50 feet away from a catch basin or waterway.
- ✓ In high wind areas, secure the Portable Toilets by anchoring the unit securely to the ground.
- ✓ Equip Portable Toilets with a containment tray to prevent accidental overflow.

! When there is potential for greater than normal usage, **remind** your clients to **request additional units** or **adjust the service schedule** to ensure sanitary conditions and **prevent overflow.**

WHEN SERVICING

- ✓ On the service vehicle:
  - Maintain the condition of all hoses, couplings, tanks, and equipment to prevent leaks or spills.
  - Properly store and handle potential contaminants (Portable Toilet waste, disinfectants, oils,detergents etc.) to prevent any spills or discharges from entering the street, gutter or catch basin.
- ✓ When rinsing or washing Portable Toilets, ensure that all waste water is captured in the containment tray to prevent waste water from entering the street, gutter or catch basin.
- ✓ Upon completion of the cleaning process, pump the captured water into the service vehicle.

WHAT IS STORMWATER POLLUTION?

Stormwater pollution is created when bacteria, organic matter, disinfectants, and suspended solids are transported by water or wind into the catch basins and storm drain system. The untreated urban runoff then flows directly into our lakes and rivers contaminating our communities with high levels of bacteria, posing a threat to public health and wildlife.

THANK YOU FOR BEING A RESPONSIBLE BUSINESS AND HELPING TO KEEP SAN BERNARDINO COUNTY CLEAN AND HEALTHY!

In the event of a spill or discharge to a storm drain or waterway, contact San Bernardino County Stormwater immediately: **(877) WASTE18 | sbcountystormwater.org/report**
To dispose of hazardous waste call the San Bernardino County Fire Dept. - CUPA Program **(909) 386-8401**

sbcountystormwater.org

Big Bear • Chino • Chino Hills • Colton • Fontana • Grand Terrace • Highland • Loma Linda • Montclair • Ontario • Rancho Cucamonga
Redlands • Rialto • San Bernardino • San Bernardino County • San Bernardino County Flood Control District • Upland • Yucaipa

CITY OF HIGHLAND
PLANNING DIVISION CONDITIONS OF APPROVAL

Date: May 17, 2021
Applicant: Immanuel Baptist Church – Applicant
File/Index: Special Event Permit (SEP-21-002)
Proposal: 4th of July community event and professional firework display
Location: 28355 Base Line

PLANNING CONDITIONS OF APPROVAL

Note: These conditions represent Planning Division conditions only and are meant to be only one part of the project's overall conditions that may include Engineering, Fire Department and Building and Safety. All required on-site and off-site conditions shall be completed prior to the event date, except where noted.

Special Event Permit No. 21-002 is approved, subject to compliance with the conditions of approval contained herein. The conditions of approval listed below are continuing conditions; failure of the Applicant and/or operator to comply with any/all conditions at any time, shall result in initiating revocation of the subject permit.

General

1. This Special Event Permit approval shall become null and void:

    a. Unless all conditions have been complied with and authorized by Special Event Permit No. 21-002 has occurred.

2. The subject event shall be in compliance with the approved plans on file with the City of Highland Planning Division, and shall be in compliance with all conditions of approval contained herein.

3. Revisions, modifications, and/or deletions to the approved plans must be submitted to the Planning Division for review and approval prior to the event date.

4. **(NS) Immanuel Baptist Church shall provide a "neighborhood mailer" to all residents within a 1,000 sq. ft. radius of Immanuel Baptist Church property lines notifying them of the proposed event details.**

    a. A copy of the mailer and location map shall be provided to the City prior to distribution.

5. In compliance with the Highland Municipal Code, the Applicant/Owner shall agree, at his/her sole cost and expense, to defend, indemnify, and hold harmless, the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third-party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Commission, or other decision-making body,

including staff, concerning this project. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the Applicant/Owner of his/her obligations under this condition.

6. The recorded owner of the property shall submit to the Planning Division written evidence of agreement with all conditions of this approval before the approval becomes effective.

7. The owner/applicant is responsible for implementing all conditions of approval to the satisfaction of the Community Development Director, City Engineer, Fire Department, Public Services, Public Works, and Police Department. Final clearances shall not be given until all conditions are met. Each condition of approval is separately enforced, and if one of the conditions of approval is found to be invalid by a court of law, all the other conditions shall remain valid and enforceable.

8. All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.

9. (NS) The Applicant shall comply with all Federal, State, and Local laws, including, but not limited to the most current Covid-19 guidelines.

10. No intensification of use event scope and nature described in the application (i.e., SEP-21-002), which would tend to increase the projected scale of the event, shall be permitted except upon application for, and approval of, modification of this permit in compliance with all procedures and requirements therefore.

11. (NS) If sheriff reserves or any other related police/sheriff volunteers are required to stay over the time suggested on the attached comment sheet the applicant will be responsible for paying additional fees pertaining to the overtime. Overtime fee's will need to be paid within forty-eight (48) hours of the event end date and time to the City of Highland.

Signage

12. Event signage shall be in compliance with Chapter 16.56 of the Highland Municipal Code and shall be reviewed and approved under a separate application prior to installation. All signage shall be consistent with the type allowed within the zone and, as conditioned, the tenant space shall not be marked in an exaggerated manner and no banners or streamers shall be strung on the property. Any signage that creates a potential distraction to motor vehicle operations shall be prohibited.

13. All signs and sign structures shall be located outside of the public right-of-way.

Maintenance

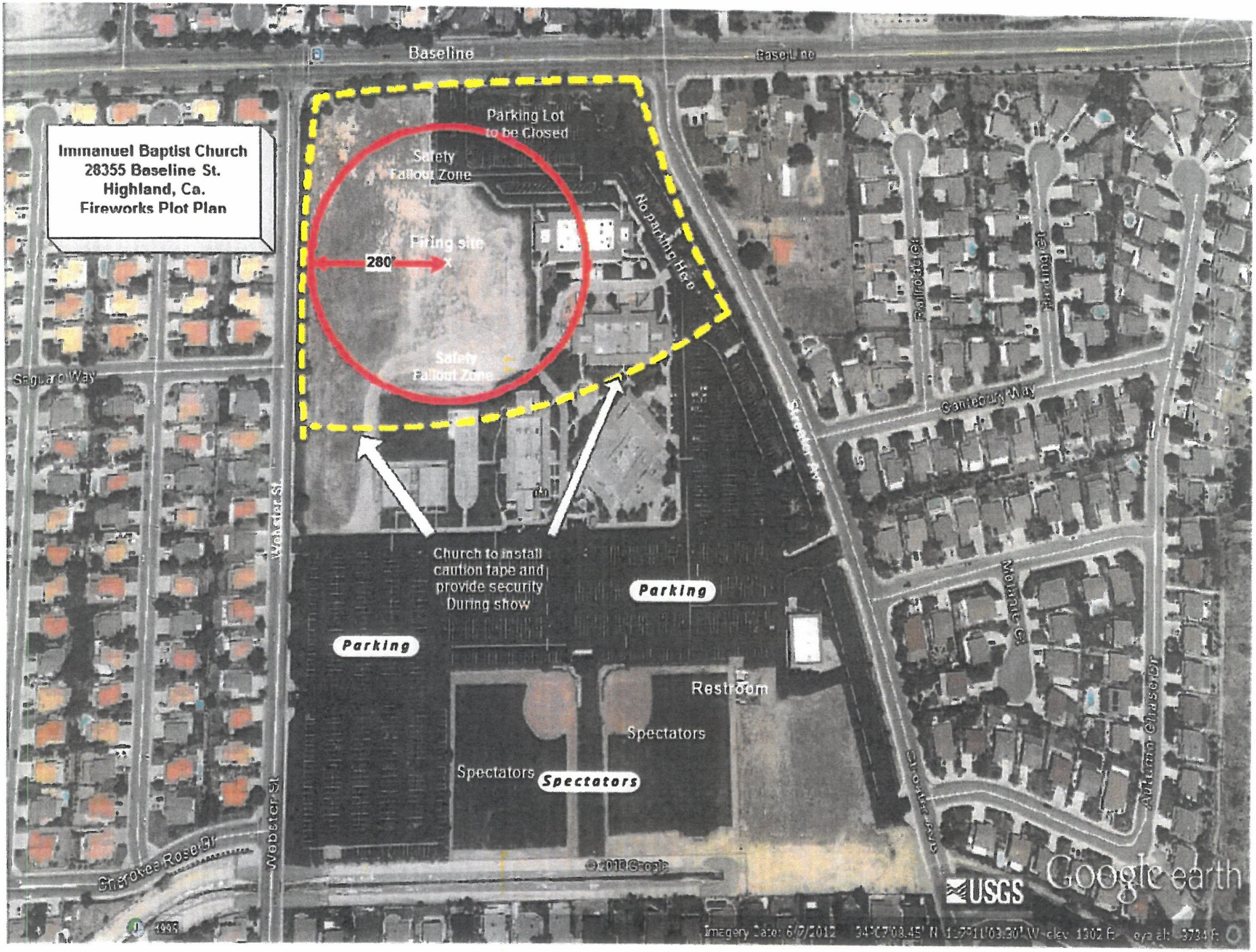
14. All trash, litter, debris, etc. that may be generated outside of the property (off-site) by the participants and organizer of the event shall be the responsibility of the applicant or property owner.

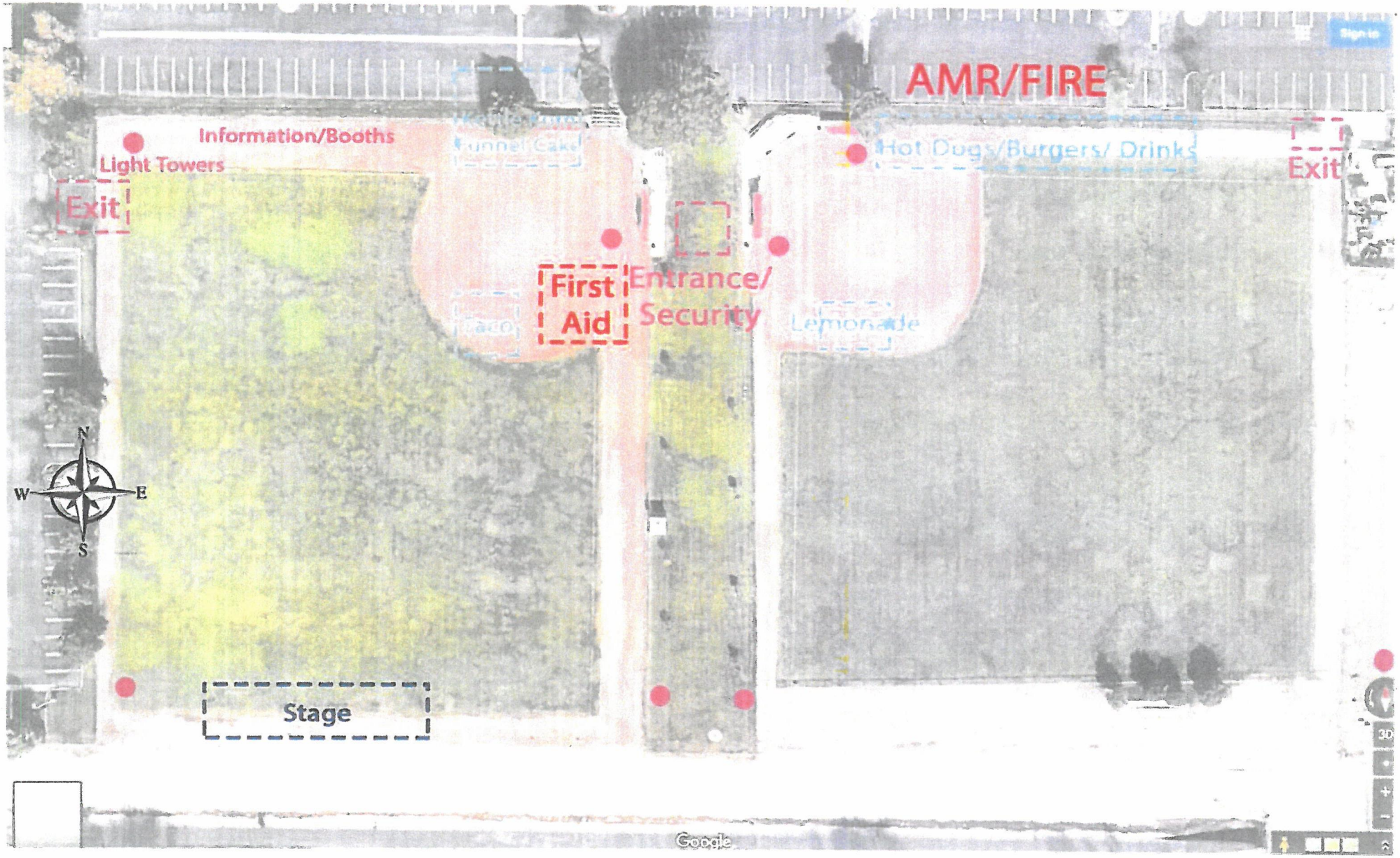
Pyrotechnic Element

15. Pyro Spectaculars shall take into account wind direction and speed the day of the event to limit debris and ash fallout onto buildings and structures. The firing site should be moved as needed to meet the safety of surrounding structures and visitors.

Exhibit "A"

Site Plan


Immanuel Baptist Church
28355 Baseline St.
Highland, Ca.
Fireworks Plot Plan
Baseline
Parking Lot
to be Closed
Safety
Fallout Zone
Firing site
280'
Safety
Fallout Zone
No parking Here
Saguaro Way
Webster St
Church to install
caution tape and
provide security
During show
Parking
Parking
Restroom
Spectators
Spectators
Spectators
Cherokee Rose Dr
Webster St
Canterbury Way
Melanie Ct
Autumn Chase Dr
Google earth
USGS


AMR/FIRE
Information/Booths
Light Towers
Exit
Funnel Cake
Hot Dogs/Burgers/ Drinks
Exit
First Aid
Entrance/ Security
Taco
Lemonade
N
W
E
S
Stage
Google

ATTACHMENT 5

Highland Municipal Code Section 8.58 - Fireworks

Chapter 8.58
FIREWORKS

Sections:

8.58.010 Definitions.

8.58.020 Prohibition.

8.58.030 Displays.

8.58.040 Exception.

8.58.050 Seizure and disposal.

8.58.060 Penalties.

8.58.010 Definitions.

Whenever, in this chapter, or in any resolution or standard adopted by the city council pursuant to this chapter, the following terms are used, they shall have the meaning ascribed to them in this section unless it is apparent from the context thereof that some other meaning is intended.

A. "Agricultural and wildlife fireworks" has the same meaning ascribed to that term under Section 12503 of the California Health and Safety Code and shall mean fireworks designed and intended by the manufacturer to be used to prevent damage to crops or unwanted occupancy of areas by animals or birds through the employment of sound or light, or both.

B. "Dangerous fireworks" has the same meaning ascribed to that term under Section 12505 of the California Health and Safety Code and includes, but is not limited to, all of the following:

1. Any fireworks which contain any of the following:

    a. Arsenic sulfide, arsenates or arsenites.

    b. Boron.

    c. Chlorates, except:

        i. In colored smoke mixture in which an equal or greater amount of sodium bicarbonate is included.

ii. In caps and party poppers.

iii. In those small items (such as ground spinners) wherein the total powder content does not exceed four grams, of which not greater than 15 percent (or 600 milligrams) is potassium, sodium or barium chlorate.

d. Gallates or gallic acid.

e. Magnesium (magnesium-aluminum alloys, called magnalium, are permitted).

f. Mercury salts.

g. Phosphorus (red or white except that red phosphorus is permissible in caps and party poppers).

h. Picrates or picric acid.

i. Thiocyanates.

j. Titanium, except in particle size greater than 100-mesh).

k. Zirconium.

2. Firecrackers.

3. Skyrockets, bottle rockets, model rockets and rockets, including all devices which employ any combustible or explosive material and which rise in the air during discharge.

4. Roman candles, including all devices which discharge balls of fire into the air.

5. Chasers, including all devices which dart or travel about the surface of the ground during discharge.

6. Sparklers more than 10 inches in length or one-fourth of one inch in diameter.

7. All fireworks designed and intended by the manufacturer to create the element of surprise upon the user. These items include, but are not limited to, auto-foolers, cigarette loads, exploding golf balls and trick matches.

8. Fireworks known as devil-on-the-walk, or any other firework which explodes through means of friction, unless otherwise classified by the State Fire Marshal pursuant to this chapter.

9. Torpedoes of all kinds which explode on impact.

10. Fireworks kits.

11. Such other fireworks examined and tested by the State Fire Marshal and determined by him, with the advice of the State Board of Fire Services, to possess characteristics of design or construction which make such fireworks unsafe for use by any person not specially qualified or trained in the use of fireworks.

C. "Exempt fireworks" has the same meaning ascribed to that term under Section 12508 of the California Health and Safety Code and shall mean any special item containing pyrotechnic compositions which the State Fire Marshal, with the advice of the State Fire Advisory Board, has investigated and determined to be limited to industrial, commercial, agricultural use or religious ceremonies when authorized by a permit granted by the authority having jurisdiction.

D. "Fire chief" or "chief" shall mean the designated fire chief of the city, or his or her authorized representatives.

E. "Fireworks" has the same meaning ascribed to that term under Section 12511 of the California Health and Safety Code and shall mean any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical or thermal effects which are useful as pyrotechnic devices or for entertainment. The term "fireworks" includes, but is not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, Roman candles, model rockets, rockets, Daygo bombs, sparklers, chasers, fountains, smoke sparks, aerial bombs and fireworks kits.

F. "Fireworks kits" has the same meaning ascribed to that term under Section 12512 of the California Health and Safety Code and shall mean any assembly of materials or explosive substances which is designed and intended by the seller to be assembled by the person receiving such material or explosive substance and when so assembled would come within the definition of "fireworks."

G. "Police chief" shall mean the police chief of the county of San Bernardino, his or her designated deputy acting as the police chief of the city of Highland, or his or her authorized representatives.

H. "Public display of fireworks" has the same meaning ascribed to that term under Section 12524 of the California Health and Safety Code and shall mean an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of dangerous fireworks.

I. "Pyrotechnic operator" has the same meaning ascribed to that term under Section 12527 of the California Health and Safety Code and shall mean any licensed pyrotechnic operator, who by examination, experience and training has demonstrated the required skill and ability in the use and discharge of fireworks as authorized by the license granted.

J. "Pyrotechnic special effects material" shall mean low explosive materials, other than detonating cord, commonly used in motion picture, television, theatrical or group entertainment production for which a permit from the chief is required for use or storage.

K. "Safe and sane fireworks" has the same meaning ascribed to that term under Section 12529 of the California Health and Safety Code and shall mean any fireworks which do not come within the definition of "dangerous fireworks" or "exempt fireworks." (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

8.58.020 Prohibition.

A. General. No person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give or transport, any fireworks, dangerous fireworks or safe and sane fireworks, except for use as agricultural and wildlife fireworks or for use during a public display of fireworks pursuant to a permit obtained under the provisions of Sections 12640 through 12654 of the California Health and Safety Code, and this code.

B. Manufacturing Prohibited. The manufacturing of fireworks, dangerous fireworks or safe and sane fireworks is prohibited in the city, except under special use permits as required by local and state regulations by the fire chief and the police chief.

C. Pyrotechnic Special Effects Material. A permit is required to manufacture, compound, store or use pyrotechnic special effects material. Permit application shall be made to the fire chief and the police chief. A permit shall be granted only to a State Fire Marshal licensed pyrotechnic operator. (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

8.58.030 Displays.

A. General. Permits are required to conduct a public display of fireworks. A permit application shall be made to the fire chief and the police chief not less than 14 days prior to the scheduled date of the display. The permit application shall include a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of buildings, highways and other lines of communication; the lines behind which the audience will be restrained; and the location of nearby trees, telegraph or telephone lines and other overhead obstructions. At the time of permit application, the fire chief shall be consulted regarding the requirements for standby fire apparatus.

B. Under Supervision of Pyrotechnic Operator. Public display of fireworks operations shall be under the direct supervision of a pyrotechnic operator. The pyrotechnic operator shall be responsible for all aspects of a display related to pyrotechnics.

C. Bond Required. The permittee shall furnish a bond or certificate of insurance in an amount deemed adequate by the fire chief and the police chief for the payment of damages which could be caused either to a person or persons or to property by reason of the permitted display and arising from acts of the permittee, agents, employees or subcontractors. (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

8.58.040 Exception.

Nothing in this chapter shall be construed to prohibit the use of fireworks by railroads or other transportation agencies for signal purposes or illumination, or the sale or use of small blank cartridges for a show or theater, or for signal or ceremonial purposes in athletics or sports or for use by military organizations. (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

8.58.050 Seizure and disposal.

A. It shall be the duty of the fire chief and his or her authorized representatives and the police chief and his or her authorized representatives to enforce the provisions of this chapter.

B. The fire chief and his or her authorized representatives and the police chief and his or her authorized representatives shall have the authority to seize, take, remove, store and dispose of any fireworks, dangerous fireworks and safe and sane fireworks. The fire chief and his or her authorized representatives and the police chief and his or her authorized representatives may charge any person whose fireworks are seized pursuant to this section a reasonable amount which is sufficient to cover the cost of transporting, storing, handling and disposing of the seized fireworks. (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

8.58.060 Penalties.

A. Any person who violates any provision of this chapter is subject to prosecution as either an infraction or a misdemeanor as set forth in Chapter 1.24 HMC.

B. A violation of any provision of this chapter is subject to an administrative citation in the amount of $1,000 for each violation pursuant to the procedures set forth in Chapter 2.56 HMC. Such administrative remedy may be exercised in place of, or in addition to, any administrative, criminal, civil, or equitable remedy allowed by law.

C. If a person who violates any provision of this chapter is charged with a misdemeanor, upon conviction that person shall be punished by a fine of not more than $1,000, or by imprisonment in the county jail for a period not exceeding one year, or by both such fine and imprisonment.

D. A person is guilty of a separate offense for each and every day or portion thereof during which he or she commits, continues or permits a violation of this chapter.

E. Nothing in this chapter shall be interpreted to limit any of the penalties provided for under the California Health and Safety Code or Penal Code with regard to the sale, use, possession, delivery and/or transportation of dangerous fireworks. (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

STAFF REPORT

THE CITY COUNCIL

DATE: May 25, 2021

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Ash Syed, Associate Planner

SUBJECT: An Appeal (APP 21-001) of the Historic and Cultural Preservation Board's partial denial of Certificate of Appropriateness (COA 21-002); installation of a six foot (6') tall white vinyl fence at a single-family home in the Highland Historic District.

LOCATION: 27259 Nona Avenue, Highland, CA 92346
Assessor's Parcel No. 1191-341-46

APPLICANT/ APPELLANT: Dr. Wadsworth Murad, Owner

RECOMMENDATION: Staff recommends the City Council:

1. Consider an Appeal of the Historic and Cultural Preservation Board's partial denial of Certificate of Appropriateness (COA 21-002); installation of a six foot (6') tall white vinyl fence.

PUBLIC NOTICE: As required by City Council Resolution, notice of the public meeting was posted at three (3) designated posting locations within the City. In addition, the notice was posted on the City's website and mailed to the surrounding property owners. No further notice is required.

PUBLIC COMMENT: Staff has not received any public comments at the time of preparing this staff report.

Approved _____	Motion _____	Second _____	Agenda Item No. 10
Denied _____	Ayes _____		
	Noes _____		File No. _____
Continue _____	Abstain _____		
	Absent _____		

City Clerk | City Manager

ENVIRONMENTAL REVIEW: This project is Categorically Exempt from environmental proceedings pursuant to Section 15331, Class 31, Historical Resource Restoration/ Rehabilitation, of the California Environmental Quality Act (CEQA) Guidelines. Class 31 applies to projects limited to the "maintenance, repair, stabilization, rehabilitation, restoration, preservation or reconstruction" of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Although the site is a non-contributing property, improvements to the home or accessory structures can affect the surrounding contributing properties and/or District as a whole. In this case, installation of a front yard fence will not destroy historically defining features of the adjacent properties or negatively affect the historic aspect of the District as a whole. It is independently affixed to the non-contibuting home and can be removed at any time without structural implications.

DESCRIPTION OF SITE: The site is a single-family home located on the south side of Nona Avenue, approximately 200 feet west of Palm Avenue, within the Highland Historic District (Exhibit 1 – Area Map). In 1927, a small bungalow of approximately 1,310 square feet was constructed on the site with three (3) bedrooms, a fireplace, a small porch, a basement, and a single car garage. This structure was considered a "historically contributing" property when the structure was surveyed by Caltrans in 1977 and 1988.

In 1990 the home caught fire and was destroyed except for a single car garage. The owners rebuilt the home on its original foundation, but added a second story toward the rear (south) side. The house retained the same footprint and façade, except for the roof height, much of the home's original appearance was preserved. The second story addition is visible in the increased height of the roof from the side view but blends well with the landscaping around the perimeter of the property.

The exterior of the home is single rounded drop siding and the windows are dual pane with aluminum frames. A variety of windows were used around the house, including single hung and double hung with mullions. Prior to the 1990 fire, the front door was a modern design. During the reconstruction, the front door was replaced with a vintage style wood door with windowed panels on each side. The house is currently painted a light grey with blue trim (Exhibit 2 – Photos).

BACKGROUND: The Appellant installed vinyl fencing in two locations at the front of his home several months ago without first applying for a Certificate of Appropriateness. Certificates are required for all exterior improvements in the District. The Appellant stated that he was not aware of the requirement. Shortly after being notified, he submitted an Application requesting approval of the two sections of fence. The first is a 25-foot section that runs along the side yard from the front property line to the front of the house. The second is a 15-foot section that runs from the corner of the house to the westerly neighbor, an area known as the "house return."

The Appellant constructed these two fences for privacy reasons as the backyard of the home was otherwise easily in view from the street as well as from the backyard of the home to the east and to secure the swimming pool in the backyard.

PREVIOUS ACTION: Many years ago, the Board adopted guidelines for residential fencing, with the most recent amendment adopted in 2017. The guidelines allow staff to approve fencing requests over the counter if they meet the established criteria. Because vinyl fencing is not an approved material, the Application could not be approved by Staff and was forwarded to the Board for consideration (Attachment 1 – HCPB Staff Report from April 1, 2021).

Approved materials include "block, wrought iron or similar metal, and shall be painted a dark color, and may have block, stucco, stone or brick columns. Wood fences are also permitted and shall be painted a dark color or retain its natural color." The Appellant's new vinyl fence replaced a similarly sized wood fence at this location.

At their April 1, 2021 meeting, the Board reviewed the Appellant's proposal (Attachment 2 – Draft Minutes). The Board was concerned that vinyl was not a fencing type used during the District's Period of Significance (1891-1938). Traditionally fencing did not appear at all in the front yard of residences. However, the Board during their last opportunity to revise the Guidelines, conceded to front yard fencing if it was either a wrought iron or wood painted a dark or natural color. These fencing options would blend with their environment and not be a dominating feature that would detract from the home's historical perspective on the block.

The side yard fence, installed by the Appellant, is a beige color and not as visually imposing as it runs along the side of the driveway along the easterly property line and not the width of the property. The Board approved this portion and type of fence.

Alternatively, the Board felt that the stark, white vinyl fence that runs between the house and westerly property line was very visually impactful. It does not blend well with the surrounding warm earth tones found around the house. This section and material of the fence was denied. The Board asked the Appellant to work with staff and return with an alternative material.

APPEAL: On April 6, 2021, the Appellant filed an Appeal, requesting the City Council overturn the Historic and Cultural Preservation Board's denial (Attachment 3 – Appeal Application). The Appellant believes that the fence along the western side of the property provides a level of privacy and durability that a wrought iron fence of the same height will not achieve. Additionally, the Appellant expressed that, since his property is not on a contributing parcel within the Historic District, the residential fencing guidelines should not apply.

Attached for the City Council's consideration is a resolution upholding the Historic and Cultural Preservation Board's denial of a white vinyl six (6) foot tall fence on the west

side of the residence (Attachment 4 – City Council Resolution No. 2021- ____). Should it be the desire of the City Council to override the Historic and Cultural Preservation Board's denial, it would be appropriate to state reasons for such an action and further motion to continue this item to a specific meeting date and direct staff to prepare a revised resolution for approval at a future City Council Meeting.

EXHIBITS:

1. Area Map
2. Photos

ATTACHMENTS:

1. HCPB Staff Report from April 1, 2021
2. Draft HCPB Minutes from April 1, 2021
3. Appeal Application
4. City Council Resolution No. 2021-____

Exhibit 1:

Area Map


Nona Ave
Nona Ave
Palm Ave
Palm Ave
Palm Ave
27259 NONA AVE
N

Exhibit 2:

Photos


15-foot long white color vinyl fence denied by Historic Board on 4/1/2021, now being appealed
25-foot long taupe color vinyl fence approved by Historic Board on 4/1/2021
27259
27253
N


27259
2021/01/29 10:26

Attachment 1:

HCPB Staff Report from April 1, 2021

STAFF REPORT

THE HISTORIC AND CULTURAL PRESERVATION BOARD

DATE: April 1, 2021

FROM: Lawrence A. Mainez, Community Development Director

REVIEWED BY: Kim Stater, Assistant Community Development Director

PREPARED BY: Ash Syed, Associate Planner

SUBJECT: Certificate of Appropriateness (COA No. 21-002) to install two white vinyl six (6) foot tall fences on a non-contributing residential property within the Highland Historic District.

LOCATION: 27259 Nona Avenue, Highland, CA 92346
Assessor's Parcel No. 1191-341-46

OWNER: Wadsworth Murad

RECOMMENDATION: Staff recommends that the Historic and Cultural Preservation Board consider the applicant's request, Certificate of Appropriateness (COA No. 21-002), for two white vinyl six (6) foot tall fences on a non-contributing residential property.

PUBLIC NOTICE: As required by City Council Resolution, notice of the public meeting was posted at three (3) designated posting locations within the City. In addition, the notice was posted on the City's website and mailed to the surrounding property owners. No further notice is required.

PUBLIC COMMENT: Staff has not received any public comments at the time of preparing this staff report.

ENVIRONMENTAL REVIEW: This project is Categorically Exempt from environmental proceedings pursuant to Section 15331, Class 31, Historical Resource Restoration/ Rehabilitation, of the California Environmental Quality Act (CEQA) Guidelines.

Approved ____	Motion _____	Second _____	Agenda Item No. 4
Denied ____	Ayes _____		
	Noes _____		File No. _____
Continue ____	Abstain _____		
	Absent _____		
Recording Secretary		1 Community Development Director	

DESCRIPTION OF SITE: The site is a non-contributing residential property located on the south side of Nona Avenue, approximately 200 feet west of Palm Avenue, within the Highland Historic District (Attachment 1 – Area Map). In 1927, a small bungalow of approximately 1,310 square feet was constructed on the site with three (3) bedrooms, a fireplace, a small porch, a basement, and a single car garage. This structure was considered a contributing property until 1990 when it was destroyed by a fire. All that remained from the blaze was the single car garage.

While rebuilding the house soon afterward on its original foundation, the property owners added a second story toward the rear side. The house retained the same footprint and façade, with the exception of the roof height, and much of the home's original appearance was preserved. The second story addition is visible in the increased height of the roof from the side view but blends well with the penitude of landscaping around the perimeter of the property.

The exterior of the home is single rounded drop siding and the windows are dual pane with aluminium frames. A variety of windows were used around the house, including single hung and double hung with mullions. Prior to the 1990 fire, the front door was a modern design. During the reconstruction, the front door was replaced with a vintage style wood door with windowed panels on each side. The house is currently painted a light grey with blue trim (Attachment 2 – Photos).

ANALYSIS: The Applicant is requesting the Historic and Cultural Preservation Board's consideration of two white vinyl six (6) foot tall fences installed on the non-contributing residential property. The first section, on the western side of the home, adjacent to the chimney, sits beyond the designated 25 ft setback area and is six (6) feet in height.

The second section of the vinyl fencing, on the eastern side of the property, along the driveway, appears to be approximately six (6) feet in height and is constructed in the front setback area. While a fence taller than four (4) ft in height is not permitted in the front setback area of any residential property in the City of Highland, the Historic District further restricts the height limit for fencing in the front setback area to three (3) feet. Nonetheless, the eastern "side" fencing in the front setback area of the home is shared with what is considered the "rear" fencing on the property to the east. According to the city standards, fencing along a rear property line is permitted up to six (6) feet in height.

The Owner constructed these two fences earlier this year for privacy reasons, as the backyard of the home was otherwise easily in view from the street as well as from the backyard of the home to the east. Additionally, the house has a swimming pool in the backyard and the City's Building Code requires a six (6) foot tall safety fence either around the perimeter of the pool or along the side and rear property lines. With regard to the material, the Owner opted for vinyl instead of traditional wood over concerns about the durability and longevity of wood to withstand the strong Santa Ana winds.

To clarify, only wrought iron and dark wood fencing are permitted in the Highland Historic District, regardless of whether the parcel is a contributing property. The Owner

informed Staff that he was previously unaware that the Historic District's Guidelines for Residential Fencing were applicable to his property, even though his is non-contributing, and a Certificate of Appropriateness application is required.

Staff recommends the Historic and Cultural Preservation Board consider and provide direction on this fencing, subject to the Conditions of Approval and Findings of Fact.

Attachments:

1. Area Map
2. Photos
3. Residential Fencing Guidelines
4. Conditions of Approval
5. Findings of Fact

Attachment 1:

Area Map


Nona Ave
Nona Ave
Palm Ave
Palm Ave
Palm Ave
27259 NONA AVE
N
5

Attachment 2:

Photos


2021/01/29 10:26


2021/01/29 13:27

Attachment 3:

Residential Fencing Guidelines

RESIDENTIAL FENCING GUIDELINES

for the Highland Historic District

Applicability – These Fencing Guidelines are applicable to all residential properties within the Highland Historic District, including historically contributing and non-contributing properties.

Guidelines – A Certificate of Appropriateness Application must be filed with the City and approved prior to construction. Applications which meet the criteria below will be reviewed by City Staff and a notice of approval will be issued within fourteen (14) calendar days. All other Applications including non-residential properties will be reviewed by the Historic & Cultural Preservation Board at a public meeting.

Standards:

- ***Front Yard*** – The front yard is considered that area from the front property line to the front of the residence, not including the porch. Fences or walls shall be a maximum of three (3) feet high and shall be constructed of wrought iron or similar metal, and shall be painted a dark color, **and may have block, stucco, stone, or brick columns. Wood fences are also permitted and shall be painted a dark color or retain its natural color. All Fences and walls shall be 50% light admitting.**

- ***Street Side Yard*** – The street side yard is considered the area between the street side property line and the side of the structure, and between the front yard fence line and rear property line. ***(Same as Interior Side and Rear Yard)***

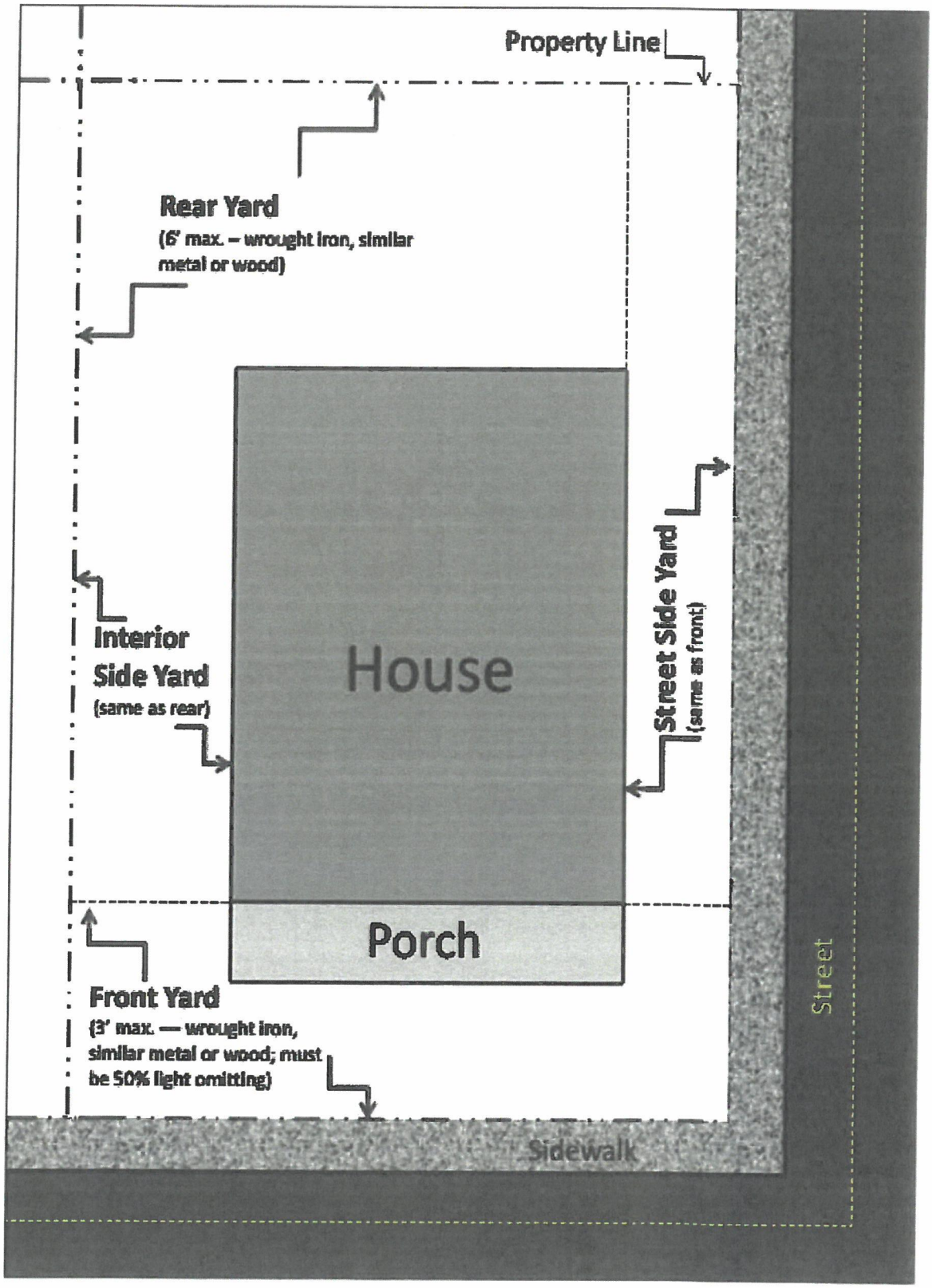
- ***Interior Side Yard and Rear Yard*** – The interior side yard and rear yard encompass all areas not included within the front yard and street side yard as described above. Fences or walls shall be a maximum of six (6) feet in height and shall be constructed of **block, wrought iron or similar metal, and shall be painted a dark color, and may have block, stucco, stone, or brick columns. Wood fences are also permitted and shall be painted a dark color or retain its natural color.**

- ***Shared Driveways*** – When two (2) adjacent residences share a common driveway and/or two (2) adjacent properties contain a shared area which is currently used or was historically used as a driveway, no fence, wall, landscaping or similar material shall be constructed within the shared driveway/area which would eliminate vehicular access to the rear of either property.

Materials:

- Stone, block and brick shall retain their natural color.
- Wrought iron shall be finished with a dark color such as black, brown, green or gray.
- Wood may be painted a dark color or shall retain its natural color.

Updated by the Historic and Cultural Preservation Board 1/5/2017


Property Line
Rear Yard
(6' max. – wrought iron, similar metal or wood)
Interior Side Yard
(same as rear)
House
Street Side Yard
(same as front)
Porch
Front Yard
(3' max. — wrought iron, similar metal or wood; must be 50% light omitting)
Sidewalk
Street

Attachment 4:

Conditions of Approval

CERTIFICATE OF APPROPRIATENESS
CONDITIONS OF APPROVAL

Date: April 1, 2021

Applicant: Wadsworth Murad

File/Index: COA 21-002

Proposal: Certificate of Appropriateness (COA No. 21-002) to install two white vinyl six (6) foot tall fences on a non-contributing residential property within the Highland Historic District.

Location: 27259 Nona Avenue, Highland, CA 92346
Assessor's Parcel No. 1191-341-46

The CERTIFICATE OF APPROPRIATENESS Application has been conditionally approved subject to the compliance with the requirements as specified below:

1. This CERTIFICATE OF APPROPRIATENESS shall become null and void:

   a. Unless all conditions have been complied with and occupancy or use of the land or existing structures authorized by Certificate of Appropriateness No. 21-002 has taken place within twelve (12) months after the approval of said Certificate of Appropriateness.

   b. Where circumstances beyond the control of the Applicant cause delays which do not permit compliance with the time limitation established in this Section, the Historic and Cultural Preservation Board may grant an Extension of Time for a period of not to exceed an additional twelve (12) months. Applications for an extension of time must set forth, in writing, the reasons for granting an extension, and shall be filed together with a fee as established by the City Council, with the Planning Division thirty (30) calendar days prior to the expiration of Certificate of Appropriateness No. 21-002.

NOTE:

All required on-site and off-site improvements, shall be completed and approved prior to final inspection of any building or structure.

The conditions listed below are continuing conditions; failure of the Applicant to comply with any/all conditions at any time, shall result in initiating revocation of the subject permit granted to use the property.

PLANNING CONDITIONS

2. The subject property shall be developed in accordance with materials approved by the Historic and Cultural Preservation Board on April 1, 2021 and shall be in compliance with all conditions of approval contained herein.

3. Certificate of Appropriateness (COA No. 21-002) to install two white vinyl six (6) foot tall fences on a non-contributing residential property.

4. Prior to the issuance of any applicable permits, the Applicant/Owner of the property shall submit to the Planning Division written evidence of agreement with all conditions of this approval.

6. The proposed fence must be consistent with the character of the building, and surrounding area. The fence shall be installed to match the surrounding neighborhood and to the satisfaction of the Planning Division.

7. The owner/applicant shall obtain all required permits from the Planning Division, Engineering Division, and Building and Safety Divisions.

8. Revisions, and/or modifications to the approved materials shall be submitted to the Planning Division for review and approval. Revisions, modifications and/or deletions may require additional review by the Historic and Cultural Preservation Board, as determined by the Community Development Director.

9. In compliance with the Highland Municipal Code, the owner/applicant shall agree, at his/her sole cost and expense, to defend, indemnify, and hold harmless, the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third-party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Commission, or other decision-making body, including staff, concerning this project. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the Applicant/Owner of his/her obligations under this condition.

10. The owner/applicant is responsible for implementing all conditions of approval to the satisfaction of the Community Development Director, City Engineer, Fire Department, and Police Department. No final inspection or clearances shall be given until all conditions are met. Each condition of approval is separately enforced, and if one of the conditions of approval is found to be invalid by a court of law, all the other conditions shall remain valid and enforceable.

11. No expansion beyond the scope and nature described in this application shall be permitted except upon application for, and approval of, modification of this permit in compliance with all procedures and requirements therefore.

Attachment 5:

Findings of Fact

CERTIFICATE OF APPROPRIATENESS
FINDINGS OF FACT

Date: April 1, 2021

Applicant: Wadsworth Murad

File/Index: COA 21-002

Proposal: Certificate of Appropriateness (COA No. 21-002) to install two white vinyl six (6) foot tall fences on a non-contributing residential property within the Highland Historic District.

Location: 27259 Nona Avenue, Highland, CA 92346
Assessor's Parcel No. 1191-341-46

The Historic and Cultural Preservation Board shall make the following Findings of Fact prior to approval of the application:

1. With regard to a designated resource, the proposed work will neither adversely affect the significant architectural features of the designated resource nor adversely affect the character of historical, architectural, or aesthetic interest or value of the designated resource and its site.

   The existing home was built in 1990 as a reconstruction after a fire took down the originally home that was built in 1927. Considering this, the home is not a contributing residence to the Highland Historic District. Nonetheless, the residential fencing standard for the district applies to every residence, whether it is a contributing property or not. While the 6 foot tall vinyl fencing on both the west and east side of the property does not meet the fencing standard for the Highland Historic District, the fences do not adversely impact the character or aesthetic value of the home in any way either.

2. With regard to any property located within a Historic District, the proposed work conforms to the prescriptive standards and design guidelines for the District adopted by the Board and does not adversely affect the character of the district.

   Per the Highland Historic District Residential Fencing Guidelines, any residence within the district, regardless of its status as a contributing or non-contributing parcel, is subject to the fencing standards. While the 6 foot tall vinyl fencing on both the west and east side of the property does not meet the fencing standard for the district, the fences do not adversely impact the character or aesthetic value of the home or neighboring properties in any way.

3. In the case of construction of a new improvement, addition, building, or structure upon a designated cultural resource site, the use and exterior of such improvements will not

adversely affect and will be compatible with the use and exterior or existing designated cultural resources, improvements, buildings, natural features, and structures on said site.

The existing non-contributing residence is a reconstruction that was completed in 1990. The house does not feature a historic design nor does it promote a false sense of history. Considering the age and exterior aesthetics of the house, though the 6 foot tall vinyl fencing on both the west and east side of the property does not meet the fencing standard for the district, the fences do not adversely impact the character or aesthetic value of the house or neighboring properties in any major way.

Attachment 2:

Draft HCPB Minutes from April 1, 2021

MINUTES
HISTORIC AND CULTURAL PRESERVATION BOARD SPECIAL MEETING
April 1, 2021

CALL TO ORDER

The regular meeting of the Historic and Cultural Preservation Board of the City of Highland was called to order at 5:00 p.m. by Chair Bible at the Donahue Council Chambers, 27215 Base Line, Highland, California.

Present:	Chair	Pamela Bible
	Vice Chair	Colin Childs
	Member	Tony Mauricio
	Member	Patrick Sandford
	Member	Vacant

Staff Present: Kim Stater, Assistant Community Development Director
Ash Syed, Associate Planner
Camille Goritz, Administrative Assistant III

The Pledge of Allegiance was led by Chair Bible.

COMMUNITY INPUT

None

CONSENT CALENDAR

1. Minutes from the February 4, 2021 Regular Meeting.

A MOTION was made by Member Mauricio, seconded by Member Sandford, to approve the minutes, as submitted. Motion carried on a roll call vote, 4-0.

BUSINESS ITEMS

2. Certificate of Appropriateness (COA 21-001) for the reconstruction of an existing deck and staircase on the Stone House in East Highlands Ranch.

Member Sandford excused himself from the dais stating he is within 500 feet from the project.

Associate Planner Syed presented the Staff Report.

Chair Bible asked is the deck right now the original one?

Gary Leobold, Applicant stated no it is not an original, it is about 25 years old.

Chair Bible asked do we have pictures of the original?

Gary Leobold stated we do not know if there was a deck prior, it could have been a window. We have not seen photos showing giving an idea to what it was before.

DRAFT

Jorge Garcia, Applicant stated I do have some historical images.

Vice Chair Childs asked are you going to rebuild the deck with wood?

Gary Leobold replied yes, it has stone plasters and we recently had to replace one of the main beams. The decking itself is plastic material, so it does not have a wood surface on it. Structurally it is not safe, but the new deck we are proposing should be a wood material from the foundation all the way up. The supporting structure will be steel.

Chair Bible stated yes, the deck needs to be rebuilt. I am concerned about the style of the old deck versus the new deck.

Gary Leobold replied we have hired an architect, and that was one of the major projects we are undertaking over the next couple years. Since it is a historic building, we want to respect the context of the building. Everything from the structural part will be all wood, like the stairs. We must look at terms of building codes and it must be earthquake resistant.

Member Mauricio asked how long do you think the duration of this deck will be?

Jorge Garcia stated we are looking about 20 – 40-year duration.

Member Mauricio asked if that is a typical structure of this nature?

Jorge Garcia replied yes. If we go with all steel, it would be about 100-year duration, but we are building with a combination of steel and wood which will require maintenance.

Member Mauricio asked if the materials being used for this project will keep the integrity of the historic nature of the structure?

Jorge Garcia and Gary Leobold replied absolutely.

Chair Bible asked about the guard rails?

Jorge Garcia stated the guard rails will be steel manufactured as well. That is going to be the decorative piece that goes around the top end of the deck. It is going to be a combination of wood and steel.

Vice Chair Colins stated I am happy for us to approve the motion with the removal of the diamond shapes and returning to a simple basic structure.

A MOTION was made by Chair Bible, seconded by Member Mauricio, to approve the Certificate of Appropriateness (COA 21-001) on condition that the diamond design be removed and replaced with vertical bars similar to the railing. Motion carried, 4-0.

3. Certificate of Appropriateness (COA 21-003) to permit the replacement of a roof on a contributing residence within the Highland Historic District.

Vice Chair Childs excused himself from the dais stating he is within 500 feet from the project.

Associate Planner Syed presented the Staff Report.

Erica Valenzuela, Applicant stated I hired a contractor to replace the roof, however, he did not notify me that I needed a building permit prior to construction. I did not know I needed permission to make changes to the outside of my house. I am asking to use the material that I originally have since I paid $8,000 total and if I have to change the roofing material again that will be an additional $8,000.

Associate Planner Syed presented a sample of the roof shingles to the Members.

Chair Bible stated the roofing looks different far away. Did I read in the Staff Report it was light grey?

Erica Valenzuela stated it is a combination of colors.

Associate Planner Syed stated it says new grey composition shingle on the project review analysis portion of the report. It is proposed as a grey roof color.

Member Mauricio asked how much work has been done on this?

Erica Valenzuela stated a small section.

Associate Planner Syed stated the current roof on her house right now is brown and she is replacing it with this proposed shingle.

Chair Bible stated according to our guidelines it is supposed to be brown.

Associate Planner Syed stated what she is approving is not a staff level approval criteria which is why we are here.

Assistant Community Development Director Stater stated when staff prepared the report, we are not giving you a recommendation to approve nor deny, the request is to consider the application. The Findings of Approval and Conditions of Approval are all prepared should you decide to approve the project. Should the board decide to deny the project you will need to ask staff to come back with findings to deny the project. The recommendation is just for you to consider it.

Member Sandford asked are we calling this material grey?

Associate Planner Syed stated correct.

Chair Bible stated that is where I am having a problem, because I do not think I would call that grey.

Member Mauricio stated it looks like a dark brown to me.

Assistant Community Development Director Stater stated the appropriate way for it to be documented in your report is to call out the manufacturer and the name of the shingle. Should you decide to approve it we will replace that Condition of Approval with a more specific item.

Chair Bible asked the applicant what the official name the shingle is called.

DRAFT

Erika Valenzuela replied I do not.

Chair Bible stated there is so many browns, and I do not consider that a grey. If we are going to approve this, I am going to call this brownish grey. I am happy with this color.

Member Sandford stated I would call this brown. It is a composite of many colors, but what grabs my eye is the tannish color. To me, this meets the guidelines.

Member Mauricio stated I think it is brown enough.

Associate Planner Syed stated we are going to amend Planning Condition # 5, to say GAF Grand Canyon.

Member Sanford asked the applicant if the color is not Grand Canyon, will you please contact staff so it can be modified?

Erika Valenzuela replied yes.

Member Sandford stated our intent basically to approve the color that you picked, and we are going by the name you gave us without the actual invoice.

A MOTION was made by Chair Bible, seconded by Member Mauricio, to approve the Certificate of Appropriateness (COA 21-003) to allow the roofing with the sample color the applicant provided that is called GAF Grand Canyon on a contributing residence within the Highland Historic District.

4. Certificate of Appropriateness (COA No. 21-002) to install two white vinyl six (6) foot tall fences on a non-contributing residential property within the Highland Historic District.

Chair Bible excused herself from the dais stating she is within 500 feet from the project.

Associate Planner Syed presented the Staff Report.

Wadsworth Murad, Applicant stated I have lived on Nona Avenue for over 60 years. I have seen a lot of changes over the years, and we built this house prior to Historic and Cultural Preservation Board. We were living in the previous house that was there and rebuilt it deliberately to give the same appearance as the old house to maintain and preserve the district. I have both sons and my sister that live on the Nona Avenue all in the Historic District. We are very committed to keeping the historical integrity of the area. My property to the east is next to Dr. Miller's, which is commercial, and we did not see any problem building the vinyl fence and deliberately picked the brown vinyl to match her home. It would look odd to put a brown vinyl fence in the front of the house. The fence in the front of the house has blown down almost every year in the Santa Ana winds and I have constantly had to repair the fence. Vinyl fencing is ecofriendly, and it does not require chemical treatment every year for maintenance and with wood fencing it roots and deteriorates. I would ask your consideration for this adjustment. There are many other properties in the Historic District that use vinyl fencing.

Member Mauricio asked how long have you been a resident is the Historic District?

Wadsworth Murad replied over 60 years. A lot of my family owned the town buildings on Palm Avenue, but unfortunately had to be torn down.

Vice Chair Childs stated I understand that your house is not historic, however it is in an area that is primarily filled with historic homes. We do have strong guidelines about using vinyl and other materials. My concern is the more we allow it the more it becomes a precedence. For me personally, it is not aesthetically pleasing, and it is bad for the environment. Did you consider the street facing part of the vinyl to be wrought iron?

Wadsworth Murad stated the problem is the privacy issue. Unfortunately, my neighbors to the east do not take care of their yards, in fact the house that I see outside my kitchen window is a junk yard. With a two-story house it does not cover that, and it has been a chronic problem not maintaining the yard and Dr. Miller had two citrus trees that been dead for years and have not been removed. She has not maintained the lot with weed abatement and it is an eyesore. The property on the back end is City of San Bernardino. There is a house across the street with solar panels and how is that historically consistent with that area? I do not complain with other people's violation, but they are all around me. I am just asking to be treated fairly.

Vice Chair Childs replied understood. I am very relucent to approve the street facing vinyl wall. The more we approve something like that the more of a precedence we are setting.

Member Sandford asked Vice Chair Childs if page 7 is what he is referring to regarding the front vinyl fence.

Vice Chair Childs replied yes.

Member Sanford asked Vice Chair Childs if page 8 is what he is referring to regarding the side vinyl fence.

Vice Chair Childs stated correct. The guidelines are very specific.

Associate Planner Syed stated in the diagram on page 11 it explains what the requirements and regulations are for the front set back area which is 25 feet. The portion of the fence on the westside of the house is not in the set back area, that is past the front set back zone. In terms of height, it is ok, in terms of material it does not meet what is allowed in the Historic District. What is allowed is wrought iron, similar metal or wood fencing. If it were on of those three that is staff level review and approve the fence.

Member Mauricio asked if the fence could be covered with foliage that could work.

Associate Planner Syed stated that would be an option.

Assistant Community Development Director Stater stated Ash is clarifying that it is not standard for a typical front yard to have a 6-foot fence all the way to the property line. In this case, because it is adjacent to a reverse corner lot it is not out of compliance. While it is out of the ordinary, it is not out of compliance. It is the materials that is not a staff level approval.

Member Sandford asked is there ever a time vinyl is allowed?

Assistant Community Development Director Stater stated we have talked about it for years with Historic Board and there has been denials and appeals to City Council. It is not something in the past that the Board was comfortable with, therefore it did not make it onto the guidelines. It is not a preferred material in the Historic District and fencing in general in the front yard is also not preferred, however there are cases in which it is necessary for privacy concerns.

Member Sandford asked has this type of fencing been appealed to the City Council?

Assistant Community Development Director Stater stated yes, we have had up to two or three appeals regarding front yard fencing.

Associate Planner Syed clarified the two fences are not the same color, and my report I mentioned they are both white, however the fencing on the east side of the property is a tan color, and the fencing on the west side is a white color.

A MOTION was made by Vice Chair Childs, seconded by Member Sandford, to ask the applicant to consider changing the westerly vinyl fence to a more natural material and consider adding vegetation.

5. Certified Local Government Program 2019–2020 Annual Report.

Associate Planner Syed presented the Staff Report.

Member Mauricio asked is there a training through California Preservation scheduled for this year?

Associate Planner Syed replied there is an online training through California Preservation in June 2021.

The Historic and Cultural Preservation Board received and filed Staff's report.

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

Associate Planner Syed presented the Staff Report.

The Historic and Cultural Preservation Board received and filed Staff's report.

ANNOUNCEMENTS

None

ADJOURN

There being no further business, Chair Bible declared the meeting adjourned at 6:29 p.m.

Submitted by:

Camille Goritz, Administrative Assistant III

Approved by:

Pamela Bible, Chair

Attachment 3:

Appeal Application

CITY OF HIGHLAND

27215 Base Line, Highland, CA 92346
Telephone (909) 864-8732 FAX: (909) 862-3180

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

RECEIVED
APR 5 2021
CITY OF HIGHLAND

APPEAL APPLICATION

Filing Fee: $93

Date of Action: 4/1/21

File Index No.: CoA 21-002

City Staff to Complete
Date Appeal Filed: 4/6/21
Receipt Number: APP 21-001

Project Applicant(s): W MURRAY

Appellant's Name(s): W MURRAY

Appellant's Address: 27259 Nona Ave Highland CA

Phone: 909-224-5521

Assessor's Parcel No. of Subject Property or Street Address: on file

General Location of Property: Palm / Nona

APPEAL STATEMENT

1. I/We hereby appeal to the City of Highland: (Check one)

___ Public Nuisance Hearing Board from action by: (Check one)

___ Planning Commission from action by: (Check one)

___ City Council from action by: (Check one)

___ Vehicle Abetment Hearing Board from action by: (Check one)

- ☐ Community Development Director / Code Compliance
- ☐ Building Official / Code Compliance
- ☐ City Engineer
- ☐ City Planner
- ☐ Planning Commission
- ☑ Historic and Cultural Preservation Board

2. I/We are appealing the project/Code compliance action taken to:

- ✓ DENY the project
- ___ DENY the project without prejudice
- ___ APPROVE the project
- ___ APPROVE the project with Conditions (Attach a copy of the Conditions, if they are the subject of the appeal)
- ___ ADOPT a Negative Declaration
- ___ DECLARE the existence of a Public Nuisance and/or Inoperable Vehicle(s)
- ___ OTHER (Specify)_____

3. Detail what is being appealed and what action or change you seek. Specifically address the findings, mitigation measures, conditions and/or policies with which you disagree. Also state exactly what action/changes you would favor.

DENIAL OF THE CONSTRUCTION OF A 6' VINYL FENCE, LOCATED BETWEEN THE HOUSE & SIDE YARD ON THE WEST SIDE OF THE HOUSE

4. State why you are appealing - be specific. Reference any errors or omissions - attach any supporting documentation.

APPEAL DENIAL. REQUESTING APPROVAL AS SUBMITTED

5. Public Nuisance/Inoperable Vehicle Appeals - state why you appealing and if you are the owner of the property or the owner of the vehicle(s).

N/A

I/We certify that I/We are the:

- ✓ Legal Property Owner(s)
- ___ Authorized Legal Agent(s)
- ___ Registered Vehicle Owner(s)
- ___ Other Interested Person(s)

[Signature of Appelleant(s)]

Date: 4/20/21

[Signature of Appelleant(s)]

Date:_____

Attachment 4:

City Council Resolution No. 2021-____

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA TO DENY APPEAL (APP 21-001), UPHOLDING THE HISTORIC AND CULTURAL PRESERVATION BOARD'S DENIAL OF CERTIFICATE OF APPROPRIATENESS (COA 21-002) TO INSTALL A SIX (6) FOOT TALL WHITE VINYL FENCE ON THE WEST SIDE OF A SINGLE-FAMILY HOME IN THE HIGHLAND HISTORIC DISTRICT LOCATED AT 27259 NONA AVENUE.

ASSESSOR'S PARCEL NO. 1191-341-46

OWNER/APPELLANT: WADSWORTH MURAD

A. RECITALS

1. On February 24, 2021, the Appellant, Wadsworth Murad, applied for a Certificate of Appropriateness (COA 21-002) proposing two six (6) foot tall vinyl fences on a non-contributing residential property within the Highland Historic District.

2. On April 1, 2021, the Historic and Cultural Preservation Board considered the Appellant's proposal and approved the fence on the east side of the residence but denied the fence on the west side.

4. On April 6, 2021, the Owner/Appellant filed an Appeal (APP 21-001) to overturn the Historic and Cultural Preservation Board' denial of the fence on the west side.

5. Pursuant to the California Environmental Quality Act, the Project is project is Categorically Exempt from environmental proceedings pursuant to Section 15331, Class 31, Historical Resource Restoration/ Rehabilitation, of the California Environmental Quality Act (CEQA) Guidelines.

6. On May 25, 2021, the City of Highland City Council conducted a public hearing to consider the appeal of the Historic and Cultural Preservation Board's determination to deny Certificate of Appropriateness (COA 21-002) at the Highland City Hall Council Chambers in Highland, California, at 6:00 p.m., after providing notice to the public in a manner and for the time required by law to hear and consider both oral and written evidence regarding said Appeal.

7. All legal prerequisites to the adoption of this resolution have occurred.

B. RESOLUTION

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

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

2. The City of Highland City Council after due consideration, inspection, investigation and study made by itself and on its behalf, and after due consideration of all evidence and reports offered at said hearing, including the staff report to the Historic and Cultural Preservation Board dated April 1, 2021, and staff report to the City Council dated May 25, 2021, and which are incorporated herein by this reference, does find and determine the following facts:

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

3. Certificate of Appropriateness (COA 21-002) Findings of Fact:

   a. With regard to a designated resource, the proposed work will neither adversely affect the significant architectural features of the designated resource nor adversely affect the character of historical, architectural, or aesthetic interest or value of the designated resource and its site.

      Response: Although the existing home is a non-contributing residence within the Highland Historic District, the historic guidelines require that all residences within the district conform with the established fencing standards. Per the approved guidelines, perimeter fences may consist of solid wood, wrought iron, or a similar rustic material. The white vinyl material proposed for the fence on this property is not historically appropriate for the neighborhood as it does not emulate any of the materials approved by the Board for residential fences.

   b. With regard to any property located within a Historic District, the proposed work conforms to the prescriptive standards and design guidelines for the District adopted by the Board and does not adversely affect the character of the district.

      Response: While the Applicant/Appellant is within his right to install a solid fence along the "house return" area, the vinyl material proposed is a stark, white color that does not complement the historic characteristics of the residence or adjacent properties. Per the approved guidelines, perimeter fences may be of solid wood, wrought iron, or a similar rustic material. The white vinyl proposed for this fence is not historically appropriate for the neighborhood as it does not emulate any of the materials approved by the Board for residential fences.

   c. In the case of construction of a new improvement, addition, building, or structure upon a designated cultural resource site, the use and exterior of

such improvements will not adversely affect and will be compatible with the use and exterior or existing designated cultural resources, improvements, buildings, natural features, and structures on said site.

Response: The white, vinyl fence proposed by the Applicant/Appellant is not compatible with the surrounding vicinity nor is it an approved material per the Historic District's fencing guidelines. While the house itself is a reconstruction completed in 1990, the house still features historic details and accents that complement the adjacent contributing properties. The vinyl fence does not complement the aesthetics or materials found on the residence itself or any of the adjacent structures.

4. Based on the Findings of Fact and Conclusions set forth above, the City Council adopts Resolution 2021- ___ denying the application and upholding the Historic and Cultural Preservation Board's denial of Certificate of Appropriateness (COA 21-002).

C. ADOPTION OF RESOLUTION.

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

PASSED, **APPROVED** and **ADOPTED** this 25th day of May, 2021.

_____
Larry McCallon
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 2021

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Lawrence A. Mainez, Community Development Director
Betty Hughes, City Clerk, MMC

PREPARED BY: Camille Goritz, Administrative Assistant III

SUBJECT: Appoint one (1) Member of the Public to the Historic and Cultural Preservation Board.

RECOMMENDATION: Staff recommends the City Council appoint one (1) member of the public to the Historic and Cultural Preservation Board.

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

BACKGROUND: On May 25, 2021, the City Council declared one (1) seat vacant on the Historic and Cultural Preservation Board and posted that vacancy in accordance with Government Code §54970. Pursuant to Chapter 2.20.050 of the Highland Municipal Code, the Historic and Cultural Preservation Board shall consist of five uncompensated voting members appointed by the City Council. All members of the board shall have a demonstrated interest in or knowledge of historic preservation and the cultural resources of the city.

Eight (8) applications have been submitted for consideration. Therefore, it would be appropriate for the City Council to review the attached Public Service Applications and appoint one (1) individual to the Historic and Cultural Preservation Board.

Attachment 1. Public Service Applications

Approved _____ Motion _____ Second _____ Agenda Item No. 11

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

_____ City Clerk

_____ City Manager

HCPB Application

Tyler Dean Brown

RECEIVED
MAY 17 2021
CITY OF HIGHLAND

For Office Use Only:

Expires: 05/2022

PUBLIC SERVICE APPLICATION

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, submit a Statement of Economic Interests Form 700 and complete an ethics training course pursuant to AB 1234.

BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

- ☐ Community Trails Committee (see attached roles and responsibilities)
- ☒ Historic and Cultural Preservation Board (see attached roles and responsibilities)
- ☐ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: Tyler Dean Brown

Address: 6677 La Praix St Highland Ca 92346

How long have you resided in Highland? 9 years

Home phone: _____ Cell phone: (909) 800-2254

Work phone: _____

Email address: Tyler.Brown@Southwire.Com

Occupation/Employer: Southwire Company

Employer address: 1 Southwire Dr Carrollton Ga 30119

Position held: Contractor Solutions Proffessional

Available for meetings: ☐ Daytime ☒ Evenings ☐ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

To create and preserve rules that Build and maintain a sense of pride in the beauty of the history of the City of Highland.

Education, training or special knowledge which might be relevant to this appointment:

(5)years (2000)education Hours (8000) working Hours at the NJATC (14) year Electrician (12) year IBEW member (6)year Journeyman Inside wireman "General Electrician"

Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

I currently educate construction workers (Journeyman, Apprentices, pre-Apprentices, & High school students) on proper Construction etiquette and procedure to correctly Complete projects.

Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☒ No

If so, please list the name and dates served:

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

I plan to use my knowledge and fresh perspective to elevate and drive the agenda of this committee while preserving the history of Highland

SIGNATURE: [signature]

DATE: 5/13/2021

☒ **Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.**

When you have completed this application, please submit to:

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

This application will be kept on file for a period of one year from the date signed.

HCPB Application

Kelli A. Clark

RECEIVED
FEB 16 2021
CITY OF HIGHLAND

For Office Use Only:

Expires: 2/2022

PUBLIC SERVICE APPLICATION

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, submit a Statement of Economic Interests Form 700 and complete an ethics training course pursuant to AB 1234.

BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

- ☐ Community Trails Committee (see attached roles and responsibilities)
- ☑ Historic and Cultural Preservation Board (see attached roles and responsibilities)
- ☐ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: Kelli A. Clark

Address: 27259 Nona Avenue Highland CA 92346

How long have you resided in Highland? 20 years

Home phone: 909-862-4300 Cell phone: 909-633-2647

Work phone: 909-387-6853

Email address: kelli2715@gmail.com

Occupation/Employer: Infection Prevention Nurse / SB County Dept. Pub. Health

Employer address: 351 N. Mtn View Avenue San Bernardino CA 92415

Position held: Infection Prevention Nurse

Available for meetings: ☐ Daytime ☐ Evenings ☑ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

My principal interest in my City Government are with the Historic and Cultural Preservation. I was saddened recently to learn of the train depot being removed on Highland Avenue and Victoria. I would like to contibute to keeping our historical buildings intact and safe for the community to enjoy.

Education, training or special knowledge which might be relevant to this appointment:

As a nurse instructor my students participate in community events. Assisting with a tour of Patton State Hospital grounds and museum was part of the students' experience. It is important to preserve our past and learn from it.

Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

I have over 20 years experience working with local state and federal regulations in my work as a nurse. I have volunteered with my children's sports leagues and coordinated several fund raising events over the years.

Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☑ No

If so, please list the name and dates served:

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

I have great respect for previous generations and all they can contribute to the next generations

SIGNATURE: Kelly A Ale

DATE: 2/15/2021

☑ **Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.**

When you have completed this application, please submit to:

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

This application will be kept on file for a period of one year from the date signed.

HCPB Application

Daniel Lowry

RECEIVED

NOV 30 2020

CITY OF HIGHLAND
CITY CLERK

For Office Use Only:

Expires: _____

PUBLIC SERVICE APPLICATION

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, submit a Statement of Economic Interests Form 700 and complete an ethics training course pursuant to AB 1234.

BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

per Daniel - Use for HCPB

- ☐ Community Trails Committee (see attached roles and responsibilities)
- ☐ Historic and Cultural Preservation Board (see attached roles and responsibilities)
- ☒ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: DANIEL LOWRY

Address: 7738 CENTRO VISTA HIGHLAND, CA 92346

How long have you resided in Highland? 20 YEARS

Home phone: 909-335-8306 Cell phone: _____

Work phone: _____

Email address: HYPERWAX11@GMAIL.COM

Occupation/Employer: NONE CURRENTLY DUE TO COVID LAY-OFFS.

Employer address: _____

Position held: _____

Available for meetings: ☐ Daytime ☒ Evenings ☐ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

I WISH TO RUN FOR AND SERVE ON THE PLANNING COMMISSION AND OR THE CITY COUNCIL AS I THINK THAT IS THE BEST WAY TO SERVE THE PEOPLE OF HIGHLAND.

Education, training or special knowledge which might be relevant to this appointment:

MOST JOBS I HAVE WORKED HAVE BEEN IN THE SERVICE INDUSTRY, AND HELPING PEOPLE SOLVE THEIR PROBLEMS. I HAVE TRAINING IN MS OFFICE, WORD, EXCEL, AND VARIOUS COMPUTER SYSTEMS.

Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

DEALING WITH PEOPLE AND HELPING THEM HAS BEEN MY MAIN AREA OF EMPLOYMENT IN MY ADULT LIFE.

Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☒ No

If so, please list the name and dates served:

_____

_____

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

I SEE NO BETTER WAY TO SERVE THE PEOPLE OF HIGHLAND THEN TO BE ON THE PLANNING COMMISSION OR CITY COUNCIL. I WILL ALWAYS GIVE MY BEST WHEN PERFORMING MY DUTIES ACCORDING TO THE LAWS/RULES OF THE OFFICE

SIGNATURE: _____

DATE: 11-25-20

☑ **Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.**

When you have completed this application, please submit to:

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

This application will be kept on file for a period of one year from the date signed.

HCPB Application

Giovanni Martinez

RECEIVED

FEB 16 2021

CITY OF HIGHLAND
CITY CLERK

For Office Use Only:

Expires: 2/2022

PUBLIC SERVICE APPLICATION

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, submit a Statement of Economic Interests Form 700 and complete an ethics training course pursuant to AB 1234.

BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

- ☐ Community Trails Committee (see attached roles and responsibilities)
- ☑ Historic and Cultural Preservation Board (see attached roles and responsibilities)
- ☐ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: GIOVANNI MARTINEZ

Address: 7378 BONITA DR, HIGHLAND, CA 92346

How long have you resided in Highland? I have resided in Highland for (17) years and (2) months.

Home phone: _____ Cell phone: (323) 707-7852

Work phone: _____

Email address: gioxmarti@gmail.com

Occupation/Employer: American Technologies, Inc. - Riverside (Most Recent Employer)

Employer address: 1175 Hall Ave, Riverside, CA 92509

Position held: Project Estimator (Previous Role)

Available for meetings: ☐ Daytime ☐ Evenings ☑ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

Educated in architecture, a couple of my outstanding core values relative to the governance of the City of Highland are:

1. Striving to understand the distinct cultural values of various peoples and how work that is authorized or performed on behalf of a governing entity both directly and indirectly affects their daily lives and their perception of their public environment; and
2. Advocating for a platform through which the under-represented populous can voice their desires and suggestions for the preservation and development of a public environment that promotes inward and outward personal growth and social and professional mobility.

Education, training or special knowledge which might be relevant to this appointment:

I hold a Bachelor of Science degree in Architecture with a minor in Spanish Language, Literature and Culture from the University of Michigan. Through my undergraduate studies, I was exposed to various topics on ways in which architecture affects the social and political aspects of the public realm. Additionally, my experience as a Project Estimator for restoration projects in the residential and commercial sectors exposed me to various building and material principles.

Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

I currently hold a position as a committee member for the Cajon Alumni Committee, a non-profit organization dedicated to giving back to the Cajon High School community through the establishment of a scholarship fund and an efficient, organized network for all Cajon alumni and students to access and benefit from on a personal, scholastic and professional level.

Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☑ No

If so, please list the name and dates served:

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

Should I be appointed as a member of the City of Highland's Historic and Cultural Preservation Board, I would strive to represent my fellow City of Highland residents to the best of my ability. Especially considering the invaluable knowledge and experience which I could gain while serving on the Historic and Cultural Preservation Board, I would be sure to uphold my participation in, attention of and care for the board's responsibilities.

SIGNATURE: Jason Montes

DATE: 02/15/2021

☑ **Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.**

When you have completed this application, please submit to:

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

This application will be kept on file for a period of one year from the date signed.

HCPB Application

Ashley Murad

RECEIVED

FEB 16 2021

CITY OF HIGHLAND
CITY CLERK

For Office Use Only:

Expires: 2/2022

PUBLIC SERVICE APPLICATION

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, submit a Statement of Economic Interests Form 700 and complete an ethics training course pursuant to AB 1234.

BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

- ☐ Community Trails Committee (see attached roles and responsibilities)
- ☒ Historic and Cultural Preservation Board (see attached roles and responsibilities)
- ☐ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: Ashley Murad

Address: 27228 Nona Ave

How long have you resided in Highland? 7 years

Home phone: _____ Cell phone: 951-565-0357

Work phone: _____

Email address: jaren.ashley@gmail.com

Occupation/Employer: Homemaker

Employer address: _____

Position held: _____

Available for meetings: ☐ Daytime ☐ Evenings ☒ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

I am a current Highland and reside in the Historical Highland District. My desire to work on the cultural board is protect our property and to keep our community safe for my children.

Education, training or special knowledge which might be relevant to this appointment:

Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☒ No

If so, please list the name and dates served:

_____

_____

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

_____

_____

_____

_____

_____

_____

SIGNATURE: Ashley Murad

DATE: 2/16/2021

☒ **Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.**

When you have completed this application, please submit to:

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

This application will be kept on file for a period of one year from the date signed.

HCPB Application
Wadsworth H. Murad

RECEIVED
FEB 16 2021
CITY OF HIGHLAND

For Office Use Only:

Expires: 2/2022

PUBLIC SERVICE APPLICATION

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, submit a Statement of Economic Interests Form 700 and complete an ethics training course pursuant to AB 1234.

BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

- ☐ Community Trails Committee (see attached roles and responsibilities)
- ☒ Historic and Cultural Preservation Board (see attached roles and responsibilities)
- ☐ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: WADSWORTH H. MURAD

Address: 27259 NONA AVE, HIGHLAND CA 92346

How long have you resided in Highland? SINCE 1957

Home phone: 909 862 4300 Cell phone: 909 224 5521

Work phone: 909 798 1763

Email address: WMURAD777@GMAIL.COM

Occupation/Employer: SELF INLAND PSYCH REDLANDS

Employer address: ~~704 E~~ 255 TERRACINA BLVD SUITE 204 REDLANDS CA 92373

Position held: PSYCHIATRIST

Available for meetings: ☐ Daytime ☐ Evenings ☒ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

PLEASE SEE MY ATTACHED COVER LETTER & CV

LIFE LONG RESIDENT OF HIGHLAND LIVING IN THE HISTORIC DISTRICT WITH MY FAMILY SONS / DAUGHTER / SISTERS / BROTHER INTENT ON PRESERVING HIGHLAND ITS BUILDING CULTURES AND HISTORY

Education, training or special knowledge which might be relevant to this appointment:

SEE ATTACHED LETTER & CV

PHYSICIAN / PSYCHIATRIST 30 YEARS OF ADMINISTRATION EXPERIENCES AND TRAINING

Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

ROTARY

BOARD OF EDUCATION

OSTEOPATHIC PHYSICIANS & SURGEONS OF CA

Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☒ No

If so, please list the name and dates served:

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

PLEASE SEE MY ATTACHED CV
& COVER LETTER
PICTURES OF MEETING WITH GOV NEWSOM
CONGRESSMAN RAMOS & SENATOR MORRELL

SIGNATURE: [signature]

DATE: 2/15/21

☒ **Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.**

When you have completed this application, please submit to:

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

This application will be kept on file for a period of one year from the date signed.

OSTEOPATHIC
Physicians & Surgeons
OF CALIFORNIA

ENGAGE • EDUCATE • ADVOCATE

Wadsworth H. Murad, DO
IMMEDIATE PAST PRESIDENT
opsc@opsc.org • 916-822-5246

2/14/21

Ms. Betty Hughes, MMC

City Clerk
27215 Base Line
Highland CA. 92346

Dear Ms. Hughes,

It was a pleasure meeting you this past Thursday. As we spoke you mentioned that I could apply for the vacancy for the Historic and Cultural Preservation Board by submitting my application via your mail.

Please see attached application, my CV and other information that I think the City Council may wish to consider in reviewing my application.

My desire is to contribute to the Historical Preservation of Highland, its historic structures and it's Cultural history.

I have been a resident of Highland living in the Historic District since 1957. Our Family has been an integral part of Highland's History during that time until now. After my father was discharged from the Army we moved to Nona Street in Highland where we still live. My mother opened a gift shop in the early 1960's on Palm in the old Post Office and over the years they acquired many other properties on Palm in the old Historic District. We have fought hard to protect the history of the area, unfortunately some of these buildings had to be demolished recently due to their unreinforced Masonry construction.

I have 2 sisters and a brother, and their own families that also live in Highland. My 3 sons and their families and my daughter all live in Highland. My 2 sons, my daughter and my 2 sisters live in the Historic District as well. We collectively own more than 12 properties in Highland. I am a physician and spent the past 30 years working at Patton State Hospital as Chief of the Medical Staff. I am now retired from there but still have a part time practice in Redlands. Like my father and my sister who are physician's and both Army Veteran's, I am also a Veteran of the United States Air Force.

I am currently the President of the Osteopathic Physicians and Surgeons of California, representing all Osteopathic Physicians and Surgeons in California. My contacts there in Sacramento give me direct access to Legislators and the Governor's office, which could be useful in activities that the City and Historic Board may need assistance with, at that level.

When Highland as first incorporating, and San Bernardino was annexing parts of Highland bit by bit I assisted Council Member Jody Scott and met with her on several occasions. Ms. Kim Stater is also familiar with me and my family, as is Mr. Lewis Cantrell who is also on the Board. My Deceased Brother

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Wadsworth H. Murad, DO
PRESIDENT
opsc@opsc.org • 916-822-5246

in law Ralph Sellman was on this Board for several years until he got sick. My Deceased wife and mother-in-law Violet Myers were regularly attending members of the Highland's Women's Club and are know to Ms. Penny Lilburn. The Myers family and their many descendants are also lifelong residents of Highland.

I attended schools in Highland; Highland Pacific Elementary, Highland Junior High and graduated from San Gorgonia High School, the University of Redlands with a Bachelors of Science in Biology as well as the College of Osteopathic Medicine of the Pacific in Pomona. I am a Board-Certified Psychiatrist as well as Board Certified Family Physician. While away for training in Nevada I was on the Rotary Club and a Member of the Elko County Board of Education. My Father was a member of the San Bernardino Kiwanis. As a physician he was one of the only physicians who made house calls in Highland and San Bernardino.

While at Patton State Hospital I was involved in the historical preservation of Patton archives. I am currently involved with the preservation of the Time Capsule and Plaque of the Los Angeles County Osteopathic Hospital.

I have extensive administrative experience and training in multiple areas while working for the State at Patton and in Sacramento and President of OPSC. As a psychiatrist I think you will find that my skills will be an asset to the City and this Board.

Your consideration is greatly appreciated,

Sincerely,

Wadsworth H. Murad, D.O.

President OPSC

27259 Nona Ave, Highland, CA 92346

Home: 909-862-4300, cell: 909-224-5521

Verizon 6:24 PM 52%

WesternU COMP Pomona
Wednesday at 2:13 PM ·

Osteopathic Physicians & Surgeons of California President Elect, Wade Murad, DO (COMP Class of 1984) and Kelli Clark Murad (WesternU College of Graduate Nursing Faculty) met with California Governor Gavin Newsom and Assemblymember James C. Ramos to discuss homeless Veterans. Dr. Murad is a veteran of the United States Air Force having earned the rank of Major. Thank you for your service Dr. Murad. Both to our country and the people of California!

#WeLoveOurAlumni




Mail LTE VPN
7:01 PM
56%
Done
2 of 2

Last update: April 2020

Curriculum Vitae

NAME Wadsworth H. Murad, D.O.

PRE-MEDICAL EDUCATION

Bachelor of Science, Biology, University of Redlands, 1980.

GRADUATE EDUCATION

Doctor of Osteopathic Medicine, Western University of Health Sciences,
College of Osteopathic Medicine of the Pacific, -1984.

POST GRADUATE EDUCATION

Los Angeles County-USC Medical Center, Burbank Community Hospital
Rotating Internship, 1984 – 1985.

Iowa State Hospital, - Cherokee Mental Health Institute /
VA Hospital, Des Moines, Iowa
Residency – Psychiatry, 1990 – 1993. Chief Resident

CERTIFICATIONS

Board Certified in Family Practice, Diplomat 2003, Recertified 2011
Board Certified in Psychiatry, Diplomat 1994, Life-time Certificate

ACADEMIC APPOINTMENTS

Western University of Health Sciences,
College of Osteopathic Medicine of the Pacific

- Clinical Assistant Professor of Psychiatry and Family Medicine, July 1993 to April 2010
- Clinical Associate Professor of Psychiatry, April 2010 to present

Loma Linda University, School of Medicine, Department of Psychiatry,

- Assistant Clinical Professor of Psychiatry, October 2005 to Present

University of California, Irvine,

- Clinical Professor, Psychiatry and Human Behavior – 6/25/14- present

Touro University California, College of Osteopathic Medicine

- Adjunct Assistant Professor Psychiatry and Family Medicine, July 2016- 2021

PROFESSIONAL APPOINTMENTS

Chief of Medical Staff - Patton State Hospital, elected April 2017- Dec 2019
Osteopathic Physicians and Surgeons of California
Appointed Member, Board of Directors, 2015-2018

- Education Committee – Chair 2013-2015
- Strategic Planning Committee, 2013-2015
- Awarded Most Valuable Physician, 2/2014

Vice President - 2018/2019, President Elect - 2019-2020
President - February 2020 – to present
Osteopathic Family Physician – Subject expert, Editorial Board,
Journal Article Reviewer

PREVIOUS ACADEMIC APPOINTMENT

University of Utah, School of Medicine, Department of Psychiatry

Clinical Instructor in Psychiatry 1995 to 1998

Duties included supervision of training of assigned medical students, residents and physician assistants, in the training program.

CURRENT EMPLOYMENT - FULL TIME,

Staff Psychiatrist

- Inland Psychiatric Redlands, Redlands, CA.

Active Medical Staff, Redlands Community Hospital

Duties include; in-patient and out-patient practice of General Psychiatry

PRIOR EMPLOYMENT - FULL TIME,

Department of State Hospitals – Patton, Retired December 2019

Senior Supervising Psychiatrist, (management position) Patton State Hospital.

Duties include: supervising 12 FTE psychiatrists.

Chief of the Medical Staff, Patton State Hospital April 2017 – Dec 2019

Duties include attending Hospital meeting, administer the office of the Chief of Staff including monitoring and compliance with TJC/licensing standards, Credentialing and monitoring of Privileges for Medical Staff.

PREVIOUS APPOINTMENTS, Patton State Hospital;

Chief Physician/Surgeon (August 2015 – to October 10, 2016)

Duties: In charge of approximately 80 Medical Ancillary staff and Services, including directly supervising; of 22 Primary Care physicians in a variety of specialties, and 5 Nurse Practitioner's, on-site clinics for GYN, Surgical, Dental, Podiatric, ENT, Cardiology, Neurology, Pain, EEG, EKG, Audiology, Optometry, Speech and Radiology, as well as all consultants and off site contract services, May 2014- October 2016

Chief of Professional Education (DME) (May 2009 –October 2016)

In charge of and over seeing all training programs at Patton.

Duties included;

Plan, coordinate, direct and evaluate medical training programs for staff physicians and residents: develop and coordinate interdisciplinary training programs; provide advise and assistance to various treatment departments in planning and conduct of their professional educational activities; examine and diagnose psychiatric patients; determine types of psychiatric and general medical treatment needed.

- Develop and co-ordinate all State CME education and lectures

- Director of Patton State Hospital Annual, Forensic Conference. Patton State Hospital is the Largest Forensic Psychiatric Hospital in the Country. (1500 in-patient hospital). On-site training programs have included; -Psychiatry Residents from Loma Linda University, Arrowhead Regional Medical Center, University of Riverside, Psychiatric Forensic Fellows from UCI and Medical Students from Western University of Health Sciences, Loma Linda and UCR.

Patton State Hospital also has several free-standing Accredited programs;
- Psychology Internship program, - Psychology Forensic Fellowship program,
- Social Work Internship program, as well as programs for
- Psych Tech student training with Mount Sac College,
- Nursing student program with San Bernardino Valley College and
- Pharmacy Tech student training programs.

ACADEMIC APPOINTMENT DUTIES

Previous **Site Training Director, Loma Linda University, Psychiatry Residency** program.
Duties included;

Supervision of all residents and medical students on site from program,
Providing lectures to residents and medical students

Prior **Co-Director and Site Training Director; Psychiatry Residency Program, Arrowhead Regional Medical Center / Patton State Hospital.**
Duties included;

- Supervision of all residents on site at Patton from program.
- Supervision and monitoring of entire residency program at ARMC and Patton
- Providing and supervising lectures to Resident physicians

Prior **Site Training Director, - Western University of Health Sciences, College of Osteopathic Medicine of the Pacific**
Duties include;

- Supervision of education and training program for medical students on site from programs and coordination of rotations.

Director and Developer of Mini-Psychopharmacology Fellowship Program Patton State Hospital / Neuroscience Education Institute in conjunction with Steven Stahl, M.D., Ph.D.

Medical Director, full time
Patton State Hospital May 2008 to April 2009

Duties included;
- administer, evaluate and approve treatment, education and research services, all clinical staff including approximately 90 psychiatrists, 25 medical physicians, 80 psychologists, 100 Social Workers, 100 Rehabilitation Therapists, several hundred nursing staff, teachers, other therapists and psychiatric technicians. Assist in formulation of over all hospital policy, coordinate facility treatment functions with community health organizations, governmental officials, community planning and advisory groups, and educational institutions. Implements Federal and State laws, departmental policies, and that goals and objectives are consistent with the mission of the State Department of Mental Health, all accreditation and other agencies, including Title 22, Licensing, JCAHO and DOJ Enhancement Plan. Assures overall planning is consistent with the needs of the clients/patients and consistent with community needs. Assure that the full range of appropriate services are provided.

Chief of Psychiatry, full time
Patton State Hospital, September 2000 to April 2008.

Duties included;
supervision and monitoring of all aspects of patient care and delivery for approximately 90 staff psychiatrists, including recruitment, interviewing, hiring, firing and supervision.
Covering for the Medical Director in her absence

Chair, Department of Psychiatry x 2
- June 2006 to May 2008
- June 1999 to May 2000

Duties included;
Monitoring of the quality of patient care and professional performance rendered by members of the department. Develop and implement departmental program, credentials review and privilege delineation and monitoring of department member practice. Recommending concerning practitioner appointment and classification and re-appointment, setting criteria for clinical privileges, monitoring and taking corrective action on departmental members and prospective hires

PREVIOUS APPOINTMENTS CONTINUED

- Patton State Hospital;

Chief of the Medical Staff,
January 1989 to July 1990.
Chief of Staff Elect
July 1988 to June 1989
Secretary / Treasurer of the Medical Staff,
July 1987 to June 1988
Chair Utilization Review Committee
July 1986 to January 1 1989

- Elko General Hospital (Northeastern Nevada Regional Medical Center)

Chief of the Medical Staff,
January 1997 to January 1998.

- President, Elko Healthcare Network, PHO (Physician / Hospital Organization)

- President, Elko Regional Independent Practitioners Association, (IPA).

- Chief Resident, Cherokee Mental Health Institute, Cherokee Iowa

PAST EMPLOYMENT and EXPERIENCE

- Medical Director, Provo Canyon School Adolescent Day Treatment Program. Elko Nevada
1993- 1999
- Staff Psychiatrist, Ely State Prison (Maximum Security), Ely, Nevada
- Medical Director, outpatient clinics, Northeastern Nevada Medical Group
- Medical Director, Nevada Med, Behavioral Medicine Clinics,
full time Private Practice General Psychiatry
1993 to 1999
- **Staff Psychiatrist**, Patton State Hospital
1985 to 1990.
- Staff Psychiatrist Riverside County Mental Health
Duties included supervision of **Alternative sentencing p**rogram for psychiatrically ill **inmates**, also
Psychiatric Emergency room physician services (ETS) 2000 to 2006

MILITARY

Major, United States Air Force Reserve
OIC (Officer-in-Charge), Medical Staff Credentials
July 2000 to 2008, stand by status 2008 - 2014
(Honorably Discharged September 2014)

COMMUNITY SERVICE

- Active life member **Trinity Episcopal Church**
  Usher x 10 years,
  Feeding of the homeless member
  Search committee
  Blue Christmas Service committee member
- **Rotary International**
- **Appointed Member, Elko County School Board**
- American Cancer Society, Annual Relay for Life - last 15 years
- University of Redlands, community service volunteer

HOSPITAL COMMITTEE APPOINTMENTS

Hospital Policy
Pharmacy and Therapeutics
Emergency Care
Training Advisory - Chair
Clinical Management – Chair
Medical Executive Committee

PAST COMMITTEE APPOINTMENTS

Hospital Policy
Medical Executive
Medical Quality Assurance, Chair
Clinical Services
Hospital Governing Body
State-wide Hospital Computerization
Sub-committee
Hospital Training
California Medical Association
Hospital Staff Section, representative for Patton,
Clinical Management
Continuing Medical Education.
Credentials.
California Department of State Hospitals,
Statewide CME Committee – Chair

OTHER ACCOMPLISHMENTS:

Received **Superior Accomplishment Awa**rd from the Department of Mental Health for the development and implementation of the behavioral treatment program on Unit 39 at Patton State Hospital.

Participated in the development of the psychiatric treatment program at **California Medical Facility, CMF – Vacaville,** when the department of mental Health took over the program from Corrections.

Have co-authored two papers on the **evaluation and treatment of Assaultive patients** at Patton State Hospital.

Have presented papers at **the Annual State Hospital Research and Development Conference in Los Angeles and Asilomar,** 2/88 and 2/89.

Presented at the **Forensic Mental Health Association Meeting, Asilomar, 3/88.**

Previously **eligible and deemed** qualified for the position of ;

-Chief of Psychiatry,
-Program Director Medical
-Medical Director in the Department of Mental Health,
-Chief Medical Officer in the Department of Corrections
for the State of California.

PROFESSIONAL AFFILIATIONS:

American Osteopathic Association,
American Medical Association
California Medical Association,
Nevada Osteopathic Association,
San Bernardino County Medical Society,
American Psychiatric Association
American College of Neuropsychiatrists,
American Academy of Family Physicians
American College of Family Physicians in Osteopathic Medicine and Surgery
American Osteopathic Academy of Sports Medicine,
Forensic Mental Health Association of California,
Osteopathic Physicians and Surgeons of California

OTHER CERTIFICATIONS

American Board of Forensic Examiners
Diplomat, Fellow
American Board of Forensic Medicine
Diplomat
American Board of Experts in Traumatic Stress
Diplomat
American Board of Psychotherapy
Diplomat.
CPR certified
ACLS certified, Instructor trained
5150 certified trained
Trained in Critical Incident Stress Management
via USAF
Trained in Dialectical Behavior Therapy
By Robin McCann, Ph.D. and
Suzanne Witterholt, M.D. 02/2006
Trained in The Hare Psychopathy Checklist, revised

APPOINTED SPECIALIST JOURNAL REVIEWER for
Osteopathic Family Physician, 2013 - 2019

PUBLICATIONS

1. Murad, W., Streveler, A., "Treatment of the Assaultive Patient: An evaluation of a Treatment Program," Unpublished Manuscript, Patton State Hospital, Patton CA. 1985

2. Murad, W., " Osteopathic GME needs to Emphasize clinical training," The DO (April 1991) pg 15.,
JCAN, Journal of the American College of Neuropsychiatrists, July 1991, vol. 5 number 2, pg. 11.

3. Murad, W., " The Assaultive Schizophrenic," submitted for consideration for the Annual Bingham Competition of scholarly work in the field of schizophrenia, University of Louisville.

4. Murad, W., " A comparison of the Osteopathic and Allopathic General Psychiatry training requirements, in a former Allopathic program; Cherokee Mental Health Institute," submitted for consideration of publication, JACN. July 1991.

LECTURES / PRESENTATIONS GIVEN;

1. Delirium and Dementia, Western University of Health Sciences	11/2009
2. Schizophrenia / Psychotic Disorders Western University of Health Sciences	05/13/2009
3. Metabolic Syndrome in Psychiatry "Back to Campus" Continuing Medical Education program Western University of Health Sciences	04/26/2009
4. Obsessive Compulsive Disorder / Somatoform Disorders Western University of Health Sciences	11/2008
5. California Mental Health, Qawi Supreme Court Decision, Criminally insane patients and refusal of involuntary medications Fox Television News program and Interview	4/21/2007
6. Schizophrenia / Psychotic Disorders Western University of Health Sciences	04/17/2006
7. Anxiety Disorders Western University of Health Sciences	04/18/2006
8. Mood Disorders Western University of Health Sciences	04/18/2006
9. Schizophrenia / Psychotic Disorders Western University of Health Sciences	12/2005
10. Obsessive Compulsive and Somatoform Disorders Western University of Health Sciences	12/2005
11. Schizophrenia Western University of Health Sciences	04/2005
12. Introduction to Community based Psychiatry Western University of Health Sciences	04/2005
13. Delirium and Dementia Western University of Health Sciences	04/2005

14. Schizophrenia and other Psychotic Disorders 11/2005
Western University of Health Sciences

15. Delirium, Dementia and Amnesic Syndromes 11/2005
Western University of Health Sciences

16. Schizophrenia / Psychotic Disorders 10/2002
Western University of Health Sciences

17. Introduction to Psychiatry 09/27/2002
Western University of Health Sciences

18. Introduction to Psychiatry and Community Based Psychiatry 09/27/2002
Western University of Health Sciences

19. Schizophrenia / Psychotic Disorders 10/2001
Western University of Health Sciences

20. Cognitive Disorders, Delirium and Dementia 10/2001
Western University of Health Sciences

21. Critical Incident Stress Management, USAF staff training 04/2001
March Air Reserve Base

22. Schizophrenia / Psychotic Disorders 10/2000
Western University of Health Sciences

23. Anxiety Disorders 10/2000
Western University of Health Sciences

24. Evaluation and Treatment of the Assaultive patient in a State Hospital 2/1989
Forensic mental health Association meeting, Asilomar

25. Evaluation and Treatment of the Assaultive Patient in a State Hospital 3/1988
Forensic Mental Health Association meeting, Asilomar

26. Evaluation and Treatment of the Assaultive Patient 2/1988
in a State Hospital, Patton State Hospital

27. Evaluation and Treatment of the Assaultive Patient in a State Hospital 2/1988
Annual State Hospital Research
and Development Conference, Los Angeles

28. Forensic Psychiatry Lecture series of 12 weeks planned 03/ 2010
Arrowhead Regional Medical Center / Patton State Hospital

29. Ethics and Law lecture series of 4 weeks planned 06/2010
Arrowhead Regional Medical Center / Patton State Hospital

30. Schizophrenia and other Psychotic Disorders 05/2010
Western University of Health Sciences, medical student lecture

31. Schizophrenia and other Psychotic Disorders Lecture 05/2014
Western University of Health Sciences, medical student lecture

References submitted upon request

HCPB Application
Margaret Sellman

RECEIVED
FEB 16 2021
CITY OF HIGHLAND

For Office Use Only:

Expires: 2/2022

PUBLIC SERVICE APPLICATION

Appointees must be residents within the corporate city limits of the City of Highland, serve without compensation, submit a Statement of Economic Interests Form 700 and complete an ethics training course pursuant to AB 1234.

BOARD/COMMISSION/COMMITTEE YOU ARE APPLYING FOR:

- ☐ Community Trails Committee (see attached roles and responsibilities)
- ☒ Historic and Cultural Preservation Board (see attached roles and responsibilities)
- ☐ Planning Commission (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: MARGARET SELLMAN

Address: 6936 PALM AVE, HIGHLAND, CA 92346

How long have you resided in Highland? 1957-1964; 2003-CURRENT

Home phone: 909-425-1708 Cell phone: 909-649-3654

Work phone: N/A

Email address: margaret.sellman@gmail.com

Occupation/Employer: RETIRED FROM HINO DIV. OF TOYOTA MOTOR MFG

Employer address:

Position held: QUALITY MANAGER

Available for meetings: ☐ Daytime ☐ Evenings ☒ Both

INTEREST IN THE POSITION:

What are your principal areas of interest in your City Government?

HISTORIC PRESERVATION
COMPLIANCE TO STANDARD WITH
REASONABLE APPLICATION

Education, training or special knowledge which might be relevant to this appointment:

1. MY HUSBAND WAS PREVIOUSLY A MEMBER OF THIS BOARD
2. MY HOME IS CURRENTLY IN THE HISTORIC DISTRICT & HAS BEEN SHOWN DURING THE CITRUS FESTIVAL

Employment, membership in service or community organizations or volunteer work which might be relevant to this appointment:

- VOLUNTEER FOR: YOUTH HOPE, SANTA CLAUS INC.
- MEMBER OF THE HIGHLAND WOMENS CLUB

Have you been, or are you now, a member of a governmental board, commission or committee? ☐ Yes ☑ No

If so, please list the name and dates served:

_____

_____

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment (use other side of paper if needed).

_____

_____

_____

_____

_____

_____

SIGNATURE: Margaret Sellman

DATE: 2/16/21

☑ **Check box to confirm you have read the attached roles and responsibilities related to the committee, board or commission you are applying for.**

When you have completed this application, please submit to:

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

This application will be kept on file for a period of one year from the date signed.

HCPB Application

Gail M. Shelton

RECEIVED

MAY 17 2021

CITY OF HIGHLAND
CITY CLERK

PUBLIC SERVICE APPLICATION

BOARD/COMMISSION/COMMITTEE YOU ARE APPLLYING FOR:

☒ Historic and Cultural Preservation Board (see attached roles and responsibilities)

PERSONAL INFORMATION:

Name: Gail M. Shelton

Address: 29255 Silverfern Place, Highland, CA 92346

How long have you resided in Highland? – 6 years

Home phone: none_____cell phone: 860.394.9366

Work phone: 860.394.9366

Email address: gail.shelton@coldwellbanker.com

Occupation/Employer: Self-employed

Employer Address: Brokerage address: 27880 Baseline, Ste. A, Highland, CA 92346

Position Held: Realtor Consultant

Available for Meetings: Daytime and Evenings

INTEREST IN THE POSITION

Principle Areas of Interest in Your City Government

Community design as it influences land use, circulation, and conservation/open space elements. As stated in City Plan documents, "Land use designations shape urban form and the circulation system sets the stage from which the City is viewed." It is difficult for me to separate these four elements, as I see them as completely interrelated forces impacting the future of Highland.

As a resident of Highland for five years, I can see it is a community in transition, and I appreciate the work the City and City Council have done to insure the continuity and expansion of open spaces, while continuing to preserve the past.

As a resident, I am grateful to Highland leadership for its role in getting the Highland Historical District added to the National Register of Historic Places in 2001. Having only been incorporated since 1987, I believe the impetus for this work was the Environmental Report in 1990 conducted in conjunction with the Cross-Town Freeway Extension.

My interest is to help City leadership partner with other cultural resources like the Highland Area Historical Society to insure the City's rich cultural heritage continues to be preserved. Through my work with The Highland Area Chamber of Commerce, I have been involved with the Citrus Harvest Festival and have learned about the infamous Santa Fe loop and enjoy the mixed Victorian, Gothic Revival, and Craftsman homes built in the area. Had the Historic and Cultural Preservation Board been in place in 1970, I believe the demolished Rock Station Depot may still be standing.

It would be my honor to serve on the Highland Historic and Cultural Preservation Board to assist the Community Development Director in recommending the designation of cultural resources, adopting standards to analyze permit applications as they effect cultural designations, and to recommend funding resources to promote cultural and historical preservation in the City. I would particularly welcome the opportunity to work on direct public partnerships that invite participation in programs that promote cultural resources preservation.

Education, training or special knowledge which might be relevant to this appointment:

Bachelor of Science Degree – Business Administration/Marketing – CSULB

As a Strategic Planning Consultant, I have experience working with urban centers looking to expand, while preserving history. During my time consulting with Leadership Greater Hartford (LGH) on a Mayor's Initiative, I orchestrated our meetings so that each would be conducted in an historically significant building. One of our most interesting locations was the Onion Dome that can be seen for miles around this Capitol City. Again, balancing history with the future, this leadership project took place at the same time the City announced a very controversial new baseball stadium. I also believe my consensus building work and grant writing background would be constructive to my position on this Board. In my volunteer capacity, I have served on many non-profit boards, and participated in the "Save the Woods" campaign, which was designed to insure the continued public access of land owned by The Ethel Walker School, as well as funding to insure the ongoing preservation of that land. In this project, we partnered with The Trust for Public Land. I believe in the value of mutually beneficial public/private partnerships.

Employment, membership in service or community organizations or volunteer work, which might be relevant to this appointment

CFO - Highland Area Chamber of Commerce
Highland Ambassador of the Year – 2019
Past President of Chamber of Commerce located in CT
EVWD – Advisory Commission
Highland Planning Commission – Generally attend one meeting per month
SBCTA – Attended groundbreaking for SR210 Lane Addition and Base Line Interchange Project and continue to get weekly updates
Election Poll Worker
Community Sponsorships:
- Chamber events supporting business community and public safety personnel
- Highlanders Boxing Club – supporting at-risk youth in community

Have you been, or are you now, a member of a governmental board, commission or committee? ☒ **Yes** □ **No**

If so, please list the name and dates served:

East Valley Water District Advisory Commission

REMARKS:

Please indicate any further information you wish to add regarding your desired appointment:

Having lived and worked in SoCal during my years as a student at Cal State University in Long Beach, I have long been a fan. My husband's family grew up in Riverside, CA and when we returned in 2015 to live in Highland, I thought this area to be a treasure nestled up against the San Bernardino National Forest, the mountains, and the upper region of the Santa Ana River. The City is an Inland Empire gem. I am looking forward to any small part I can play in helping the City balance its heritage with future development. I have already enjoyed getting to know the people of Highland, and its leaders, through my community work, and this application reflects my continued commitment to Highland – the City I call home.

Highland's vision, as outlined in the City Plan, is one that I wholeheartedly endorse – a city that combines small-town values, a focus on heritage, and a commitment to insuring steady economic development while keeping open vistas intact, and insuring community access to natural resources. Thank you for this opportunity to present my capabilities and interest in serving on the Historic and Cultural Preservation Board.

SIGNATURE

DATE: May 17, 2021

☒Yes, I have read the attached roles and responsibilities related to the committee, board, or commission you are applying for.

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 2021

FROM: Joseph A. Hughes, City Manager

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

SUBJECT: Issuance of Special Tax Refunding Bonds, Series 2021 for Community Facilities District No. 2001-1.

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

1. Adopt Resolution No. _____, Acting for Itself and as the Legislative Body of the City of Highland Community Facilities District No. 2001-1, Authorizing the Issuance of Special Tax Refunding Bond and the Execution and Delivery of Related Documents and Taking Related Actions

FISCAL IMPACT: Total payment amount for the 2021 Bonds, being the sum of all principal and interest payments is $2,489,314.

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

BACKGROUND: In 2001 the CFD 2001-1 was formed in the Ventana/Entrada neighborhood. In 2011 the City of Highland, acting as Community Facilities District No. 2001-1, issued Special Tax Refunding Bonds (the "2011 Bonds") in the amount of $9,800,000, of which $3,025,000 is currently outstanding. The 2011 Bonds have interest rates that range from 5.00% to 5.50%, and are callable on September 1, 2021, but may be refunded on a current basis up to 90 days prior to the call date.

Based on current market interest rates, the District can generate an estimated total debt service savings of approximately $837,000 by issuing the proposed refunding bonds (the "2021 Bonds"), which will refund (repay) the remainder portion of the 2011 Bonds. The term of the new 2021 Bonds will not be extended and will match the final maturity (September 2028) of the 2011 Bonds being refunded. **The estimated annual debt service savings of approximately $119,575 per year would provide average annual special tax savings of approximately $368 per year for the 325 homeowners in the District, through 2028.**

Approved _____ Motion _____ Second _____ Agenda Item No. 12

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hughes

City Clerk

City Manager

On May 11, 2021, the City received five (5) bids from interested lenders, with Signature Public Funding Corp. providing the best combination of interest rate and terms for the 2021 Bonds, with an interest rate of 1.545% and no debt service reserve requirement. Due to there being no reserve fund requirement for the 2021 Bonds, the prior reserve fund amount of approximately $480,000 will be used to "downsize" the amount of the 2021 Bonds necessary to refund the outstanding 2011 Bonds.

FISCAL ANALYSIS

The repayment of principal and interest on the 2021 Bonds will be payable solely from the Special Taxes from CFD 2001-1. The 2021 Bonds will not be a debt of the City's general fund or the State, or any of its political subdivisions (except the District). All costs of issuance will be paid from the bond proceeds, and not until the 2021 Bonds have successfully closed. The total debt service savings (net of all costs) is $837,204, or approximately $119,575 per year.

Pursuant to Government Code Section 5852.1 which became effective January 1, 2018, the following good faith estimates (as obtained by the issuer from an underwriter, financial adviser, or private lender) must be disclosed at a public meeting before the governing body's authorization of the issuance of bonds with a term greater than 13 months:

1. True Interest Cost of the 2021 Bonds: **1.545%**

2. Finance charge of the 2021 Bonds, being the sum of all fees and charges paid to third parties, will be approximately **$160,000.**

3. Proceeds of the 2021 Bonds (net of costs in item 2. above): **$2,175,000**

4. Total payment amount for the 2021 Bonds, being the sum of all principal and interest payments: $**2,489,314**

Attachments:

1. Resolution.
2. Fiscal Agent Agreement.
3. Escrow Agreement

Attachment #1

Resolution

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, ACTING FOR ITSELF AND AS THE LEGISLATIVE BODY OF THE CITY OF HIGHLAND COMMUNITY FACILITIES DISTRICT NO. 2001-1, AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BOND AND THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS AND TAKING RELATED ACTIONS

WHEREAS, in 2001, the City Council (the "**City Council**") of the City of Highland (the "**City**") conducted proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, set forth in the California Government Code commencing with Section 53311 (the "**Mello-Roos Act**"), including among other actions, the adoption of Resolution No. 2001-038, on June 26, 2001 (the "**Resolution of Formation**"), to form the City of Highland Community Facilities District No. 2001-1 (the "**District**"); and

WHEREAS, pursuant to the Mello-Roos Act, in particular Government Code Section 53317(g), the City Council of the City acts as the legislative body of the District (in such capacity, the "**Legislative Body**"); and

WHEREAS, at an election in the District that was held on June 26, 2001, the qualified electors of the District duly authorized: (i) the issuance of not to exceed $7,500,000 principal amount of special tax bonds (the "**Bond Authorization**") for the purposes described in the Resolution of Formation and a related Resolution No. 2001-039, adopted on June 26, 2001; and (ii) the levy and collection of a special tax ("**Special Tax**") pursuant to a Rate and Method of Apportionment of Special Taxes for the District (the "**Rate and Method**"); and

WHEREAS, pursuant to the Bond Authorization, the City, for and on behalf of the District, issued its Community Facilities District No. 2000-1 Special Tax Bonds, Series 2001, in the aggregate principal amount of $6,655,000 (the "**2001 Bonds**"); and

WHEREAS, subsequently, the City, for and on behalf the District, issued its Community Facilities District No. 2000-1 Special Tax Refunding Bonds, Series 2011, in the aggregate principal amount of $5,355,000 (the "**2011 Bonds**"), to refund all of the then outstanding 2001 Bonds; and

WHEREAS, $3,025,000 in principal amount of the 2011 Bonds remain outstanding; and

WHEREAS, in light of favorable market conditions, the City Council, as the Legislative Body, desires to proceed with the issuance of one or more bonds (the "**Refunding Bond**") by the City, for and on behalf of this District, to refund the 2011 Bonds, under the authority provided in the Mello-Roos Act and in Article 11, commencing with Section 53580, of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "**Refunding Law**"); and

WHEREAS, the Refunding Bond will be issued pursuant to the terms set forth in an Fiscal Agent Agreement (the "**Fiscal Agent Agreement**"), by and between the City, for and on behalf of the District, and U.S. Bank National Association, as trustee (the "**Trustee**"); and

WHEREAS, there has been presented to this City Council, the form of an Escrow Agreement (the "**Escrow Agreement**"), by and between the City, for and on behalf of the District, and U.S. Bank National Association, as the trustee and escrow agent; and

WHEREAS, proceeds of the Refunding Bond and certain other available moneys, as specified in the Escrow Agreement, will be deposited into an escrow fund to effect the defeasance of the 2011 Bonds; and

WHEREAS, the City, in consultation with Urban Futures, Inc., as the municipal advisor (the "**Municipal Advisor**"), is considering the sale of the Refunding Bond to a financial institution through a direct private placement transaction; and

WHEREAS, Piper Sandler & Co., serving as a placement agent (the "**Placement Agent**"), has assisted with the solicitation of proposals from financial institutions for the private placement sale of the Refunding Bond; and

WHEREAS, after a review of the proposals received from five financial institutions, the City, in consultation with the Municipal Advisor, has determined that the terms of proposal submitted by Signature Public Funding Corp. ("**Signature Public Funding**"), a wholly-owned subsidiary of Signature Bank, offer the most favorable terms for the private placement sale of the Refunding Bond; and

WHEREAS, pursuant to Government Code Section 5852.1, the City Council has received certain good faith estimates from the Municipal Advisor and such estimates are disclosed in the agenda report related to this Resolution available to the public;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above recitals, and each of them, are true and correct.

2. The issuance of the Refunding Bond, in the principal amount not exceeding $2,500,000, pursuant to the Fiscal Agent Agreement, is hereby authorized subject to the parameters set forth in Section 6 below.

3. The Fiscal Agent Agreement, in the form on file in the office of the City Clerk, is hereby approved. Each of the Mayor (or, in the Mayor's absence, the Mayor Pro Tem) or the City Manager of the City (each, an "**Authorized Officer**"), acting individually, is hereby authorized to execute and deliver, for and in the name of the City (for and on behalf of the District), the Fiscal Agent Agreement in substantially such form, with changes therein as such Authorized Officer may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

4. The Escrow Agreement, in the form on file in the office of the City Clerk, is hereby approved. Each Authorized Officer, acting individually, is hereby authorized to execute and deliver, for and in the name of the City (for and on behalf of the District), the Escrow Agreement in substantially such form, with changes therein as such Authorized Officer may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

5. It is currently expected that the initial purchaser (the "**Purchaser**") of the

Refunding Bond, upon issuance, will be Signature Public Funding, at a purchase price equal to the principal amount of the Refunding Bond. The City Manager is hereby authorized to finalize any negotiation with Signature Public Funding regarding the delivery of the Refunding Bond; provided, that the City Manager is hereby authorized to select a different entity as the Purchaser, if the City Manager determines to do so in view of the progress of the negotiation and in consultation with the Municipal Advisor, so long as the sale of the Refunding Bond shall be consistent with the parameters set forth in Section 6 below.

6. For the purposes of Government Code Sections 53362.5, 53363.2 and 53364.5, it is hereby fixed, designated and determined that:

(a) The Purchaser is expected to purchase the Refunding Bond in June 2021; provided that in any event, the closing of such refunding transaction shall take place no later than July 31, 2021;

(b) The date, denomination, principal payment dates, place(s) of payment, form of the Refunding Bond and redemption terms, if any, shall be as set forth in the Fiscal Agent Agreement;

(c) The final maturity date of the Refunding Bond shall not be later than the final maturity of the 2011 Bonds;

(d) In the absence of a default thereunder, the minimum interest rate to be paid on the Refunding Bond shall be 1.545 percent per annum and the maximum interest rate to be paid on the Refunding Bond shall not exceed 3.25 percent per annum;

(e) The total interest cost to maturity on the Refunding Bond plus the principal amount of the Refunding Bond do not exceed the total interest cost to maturity on the 2011 Bonds to be refunded plus the principal amount of the 2011 Bonds to be refunded;

(f) The refunding will result in a net present value savings of not less than three percent;

(g) The designated cost of issuing the Refunding Bond, as defined in Government Code Section 53363.8, shall include all of the costs described in Section 53363.8(a), (b)(2) and (c); and

(h) The 2011 Bonds shall be redeemed on September 1, 2021 (the "**Redemption Date**"), as described in the Escrow Agreement.

7. For the purposes of Government Code Sections 53363, 53345.8(a), 53360.4 and 53364.2, it is hereby found and determined that:

(a) It is prudent in the management of the District's fiscal affairs to issue the Refunding Bond;

(b) As determined pursuant to Government Code Section 53345.8(a), the fiscal year 2020-21 assessed value of the real property subject to the Special Tax in the District is more

than three times the sum of: (i) the principal amount of the Refunding Bond, and (ii) the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos Act or a special assessment levied on such property

(c) Savings achieved through the issuance of the Refunding Bond will be used to reduce the Special Tax to be levied on the properties in the District; and

(d) The negotiated sale of the Refunding Bond to the Purchaser is for the benefit of the District and will result in lower overall cost to the District than a public sale of the Refunding Bond.

8. For purposes of Government Code Section 53356.1, the covenant as more fully set forth in the Fiscal Agent Agreement for the benefit of the holder of Refunding Bond pertaining to the commencement and diligent pursuit of foreclosure action regarding delinquent installment, in whole or in part, of the Special Tax is hereby affirmed.

9. The Refunding Bond is hereby designated as a "Qualified Tax-Exempt Obligation" for purposes of Section 265(b)(3) of the Internal Revenues Code of 1986, as amended (the "Code"). In that connection, the City represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, during the current calendar year, (i) has not issued and will not issue tax-exempt obligations designated as Qualified Tax-Exempt Obligations in an aggregate amount, including the Refunding Bond, exceeding $10,000,000, and (ii) has not issued, does not reasonably anticipate issuing, and will not issue, tax-exempt obligations in an aggregate amount exceeding $10,000,000 (including the Refunding Bond, but excluding (a) private activity bonds that are not qualified 501(c)(3) bonds and (b) current refunding issues to the extent that the amount of the current refunding issue does not exceed the outstanding amount of the prior issue), unless the City first obtains a written opinion of the bond counsel approving the Refunding Bond that such designation or issuance, as applicable, will not adversely affect the status of the Refunding Bond as a Qualified Tax-Exempt Obligation. The City represents and covenants that, during any time or in any manner as might affect the status of the Refunding Bond as a Qualified Tax-Exempt Obligation, no entity has been or will be formed or availed of in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code. The City further represents that the Refunding Bond is not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers. For purposes of the foregoing representations and covenants, the "amount" of the Refunding Bond is the greater of the principal amount of the Refunding Bond or the Issue Price, determined without regard to Pre-Issuance Accrued Interest (as such terms are defined in the Code), if any.

10. The use of Urban Futures, Inc., as Municipal Advisor, Piper Sandler & Co. as Placement Agent and Richards, Watson & Gershon, A Professional Corporation as Bond Counsel for the issuance of the Refunding Bond is hereby affirmed.

11. The Authorized Officers, the Director of Administrative Services and all other officers of the City are hereby authorized, jointly and severally, to execute and deliver any and all necessary documents and instruments and to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, the Refunding Bond and each of the

agreements approved hereby (including, but not limited to, the engagement of an escrow verification agent and the payment of any fee due to the California Debt and Investment Advisory Commission under Government Code Section 8856 in connection with the Refunding Bond). Any actions previously taken by officers of the City consistent with the purposes of this Resolution and such agreements are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED THIS 25th DAY OF MAY 2021.

_____
Penny Lilburn, Mayor

ATTEST:

_____
Betty Hughes, City Clerk

APPROVED AS TO FORM:

_____
Maricela Marroquin, City Attorney
City of Highland

Attachment #2
Fiscal Agent Agreement

CITY OF HIGHLAND,

for and on behalf of

CITY OF HIGHLAND
COMMUNITY FACILITIES DISTRICT NO. 2001-1

and

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

FISCAL AGENT AGREEMENT

Dated as of June 1, 2021

Relating to the

$2,340,000
City of Highland
Community Facilities District No. 2001-1
Special Tax Refunding Bond, Issue of 2021
(Bank Qualified)

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EXHIBIT A – FORM OF BOND
EXHIBIT B – FORM OF INVESTOR LETTER

FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of June 1, 2021, is made and entered into, by and between the City of Highland, a public body, corporate and politic, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), for and on behalf of City of Highland Community Facilities District No. 2001-1 (the "District") and U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the City Council of the City (the "City Council") conducted proceedings pursuant to Mello-Roos Community Facilities Act of 1982, as amended, set forth in the California Government Code commencing with Section 53311 (the "Mello-Roos Act"), including among other actions, the adoption of Resolution No. 2001-038, on June 26, 2001, to form the District; and

WHEREAS, pursuant to the Mello-Roos Act, in particular Government Code Section 53317(g), the City Council acts as the legislative body of the District; and

WHEREAS, at an election in the District that was held on June 26, 2001, the qualified electors of the District duly authorized: (i) the issuance of not to exceed $7,500,000 principal amount of special tax bonds (the "Bond Authorization") for the purposes described in the Resolution of Formation and a related Resolution No. 2001-039, adopted on June 26, 2001; and (ii) the levy and collection of a special tax ("Special Tax") pursuant to a Rate and Method of Apportionment of Special Taxes for the District (the "Rate and Method"); and

WHEREAS, pursuant to the Bond Authorization, the City, for and on behalf of the District, issued its Community Facilities District No. 2000-1 Special Tax Bonds, Series 2001, in the aggregate principal amount of $6,655,000 (the "2001 Bonds"); and

WHEREAS, subsequently, the City, for and on behalf the District, issued its Community Facilities District No. 2000-1 Special Tax Refunding Bonds, Series 2011, in the aggregate principal amount of $5,355,000 (the "2011 Bonds"), to refund all of the then outstanding 2001 Bonds;

WHEREAS, as of June 1, 2021, $3,025,000 in principal amount of the 2011 Bonds remain outstanding; and

WHEREAS, the City Council adopted Resolution No. _____, on May 25, 2021, authorizing the issuance of one or more bonds (the "Bond") to refund all of the remaining outstanding 2011 Bonds pursuant to this Fiscal Agent Agreement; and

WHEREAS, the Bond shall have terms set forth herein and shall be secured in the manner provided herein; and

WHEREAS, all things necessary to cause the Bond, when executed by the City, for and on behalf of the District, and authenticated by the Fiscal Agent and delivered as provided herein, to be legal special tax obligations of the City, enforceable in accordance with their terms, and to constitute the Fiscal Agent Agreement a valid agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery hereof and the execution and delivery of the Bond, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Bond which may be issued pursuant to this Fiscal Agent Agreement, are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bond by the Holder thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION; EQUAL SECURITY

1.01 Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Agreement and of the Bond and of any certificate, opinion, report, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

"**2011 Bonds**" means the City of Highland Community Facilities District No. 2001-1 Special Tax Bonds, Series 2011, issued by the City for and on behalf of the District.

"**2011 Indenture**" means the Bond Indenture, dated as of August 1, 2011, pursuant to which the 2011 Bonds were issued.

"**2021 Escrow Agreement**" means the Escrow Agreement, dated as of June 1, 2021, by and between the City, acting for and on behalf of the District, and U.S. Bank National Association, as the trustee relating to the 2011 Bonds, to effect the defeasance of the 2011 Bonds.

"**Administrative Expense Account**" means the account within the Special Tax Fund by that name established and maintained pursuant to Section 5.02 of this Fiscal Agent Agreement.

"**Administrative Expense Requirement**" means an amount equal to $30,000 per Bond Year.

"**Administrative Expenses**" means all expenses paid or incurred by the City related to the administration of the Bond or the District which qualify as "Administrative Expenses" under the Rate and Method, including but not limited to any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the lien in respect of any delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff

related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general fund to pay any arbitrage rebate to the United States relating to the Bond, any amounts paid or payable to any persons or entities employed by the City in connection with the discharge of any of the City's obligations hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States), any fees or expenses of the escrow bank and any costs incurred by the City pursuant to or in connection with agreement that relate to refunding escrow(s) for bonds issued by or on behalf of the District, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the discharge of their respective duties or in connection with the bonds issued by or on behalf of the District or the refunding of such bonds. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid.

"**Annual Debt Service**" means, for any Bond Year, the sum of: (i) the interest due on the Bond in such Bond Year, assuming that the principal on the Bond is retired as scheduled, and (ii) the principal amount of the Bond due in such Bond Year.

"**Bond Register**" means the registration books required to be kept by the Fiscal Agent pursuant to Section 2.08.

"**Bond Year**" means the twelve-month period terminating on September 1 of each year, except that the first Bond Year shall commence on the Closing Date.

"**Bond**" means the City of Highland Community Facilities District No. 2001-1 Special Tax Refunding Bond, Issue of 2021, issued pursuant to this Indenture.

"**Business Day**" means a day other than (i) a Saturday, (ii) Sunday, (iii) a day on which commercial banks in the City or in which the Fiscal Agent maintains its Principal Office are authorized or required by law or executive order to close, or (iv) a day on the administrative offices of the City are authorized or required by law or executive order to close.

"**CDIAC**" means the California Debt and Investment Advisory Commission.

"**Certificate of the City**" or "**Written Request of the City**" means an instrument in writing signed by the Mayor, the City Manager, the Treasurer, the Administrative Services Director or any other officer of the City duly authorized by the City Council for that purpose.

"**City**" means the City of Highland, a public body, corporate and politic, duly organized and existing under and by virtue of the Constitution and laws of the State.

"**City Clerk**" means the City Clerk of the City.

"**City Council**" means the legislative body of the City.

"**City Manager**" means the City Manager of the City.

"**Closing Date**" means the date on which the Bond is original issued and delivered to the Original Purchaser, which shall be June 10, 2021.

"**Code**" means the Internal Revenue Code of 1986 and the regulations issued thereunder from time to time, and in this regard reference to any particular section of the Code shall include reference to any successor to such section of the Code.

"**Costs of Issuance**" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the Bond, legal fees and charges, including bond counsel, special tax consultant and financial consultants' fees, placement agent fees, charges for execution, transportation and safekeeping of the Bond and other costs, charges and fees in connection with the foregoing and the redemption and defeasance of the bonds refunded by the Bond.

"**Costs of Issuance Fund**" means the fund by that name established pursuant to Section 4.02 and maintained by the Fiscal Agent.

"**County**" means the County of San Bernardino, California.

"**Default Rate**" means the lower of: (i) (A) so long as no Event of Taxability has occurred, 4.795 percent per annum, or (B) after an Event of Taxability has occurred, the Taxable Rate, plus 3.250 percent per annum, or (ii) the highest rate permitted by law.

"**District**" means the City of Highland Community Facilities District No. 2001-1, a community facilities district duly formed and existing in the City pursuant to the Mello-Roos Act and the Resolution of Formation.

"**Event of Taxability**" means a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest on the Bond is includible for Federal or State income tax purposes in the gross income of the Holder, for any reason unrelated to any act of omission of the Holder.

"**Fair Market Value**" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "fair market value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if: (i) the investment is a certificate of deposit the value of which is determined in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) the value of which is determined in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security-State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State, but only if at all times during which the investment

is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States of America.

"**Federal Securities**" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State for the purpose of the fund for which the investment is made:

(i) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"**Fiscal Agent**" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01. The initial Fiscal Agent is U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America.

"**Fiscal Agent Agreement**" means this Fiscal Agent Agreement, as originally executed and together with all Supplemental Agreements.

"**Fiscal Year**" means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its Fiscal Year in accordance with applicable law.

"**GAAP**" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"**Holder**" means any person who shall be the registered owner of the Bond, as shown on the Bond Register maintained by the Fiscal Agent.

"**Investor Representation Letter**" means a letter, substantially in the form set forth in Exhibit B, to be delivered to the City, by: (i) the Original Purchaser on or before the Closing Date, and (ii) the transferee in connection with each transfer of the Bond by the Holder, pursuant to Section 2.08.

"**Independent Certified Public Accountant**" means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State, appointed and paid by the City, and who, or each of whom --

(1) is in fact independent and not under the domination of the City;

(2) does not have a substantial financial interest, direct or indirect, in the operations of the City; and

(3) is not connected with the City as an officer or employee of the City, but who may be regularly retained to audit the accounting records of and make reports thereon to the City.

"**Interest Account**" means the account by that name within the Special Tax Fund established pursuant to Section 5.02 and maintained by the Fiscal Agent.

"**Interest Payment Date**" means each March 1 and September 1 on which interest on the Bond is scheduled to be paid, commencing on March 1, 2022.

"**Mayor**" means the Mayor of the City.

"**Maximum Annual Debt Service**" means the greatest Annual Debt Service in any Bond Year during the period beginning with the then current Bond Year and ending with the Bond Year in which the Bond matures by its terms.

"**Mello-Roos Act**" means the Mello-Roos Community Facilities Act of 1982, as amended (being Sections 53311 et seq. of the Government Code of the State of California) and all laws amendatory thereof or supplemental thereto.

"**Moody's**" means Moody's Investors Service, and its successors or assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

"**Net Tax Revenues**" means, with respect to each Bond Year, Special Tax Revenues less amounts transferred to the Administrative Expense Account pursuant and subject to Section 5.03.

"**Opinion of Counsel**" means a written opinion of counsel (including, without limitation, counsel for the City) retained by the City.

"**Original Purchaser**" means Signature Public Funding Corp., a New York corporation and a wholly-owned subsidiary of Signature Bank.

"**Outstanding**" means, with respect to the Bond at any time, the then outstanding and unpaid principal portion of the Bond, excluding any portion thereof deemed paid within the meaning of Section Article X.

"**Permitted Investments**" means any of the following (provided, that the Fiscal Agent shall be entitled to rely upon the City's written directions as conclusive certification to the Fiscal Agent that the investments described therein are Permissible Investments; and provided further, to the extent that the criteria below an investment require a certain minimum rating, such rating shall be determined by the time of purchase of such investment):

(a) Obligations of, or obligations (including obligations issued or held in book-entry form on the books of the Department of the Treasury) guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States of America including:

1. U.S. Treasury obligations;

2. All direct or fully guaranteed obligations;

3. Farmers Home Administration;

4. General Services Administration;

5. Guaranteed Title XI financing;

6. Government National Mortgage Association (GNMA); and

7. U.S. Treasury - State and Local Government Series.

(b) Obligations of, or obligations guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States of America including:

1. Export-Import Bank;

2. Rural Economic Community Development Administration;

3. U.S. Maritime Administration;

4. Small Business Administration;

5. U.S. Department of Housing & Urban Development (PHAs);

6. Federal Housing Administration; and

7. Federal Financing Bank.

(c) Direct obligations of the following non-full faith and credit United States government agencies:

1. Federal Home Loan Bank System
   Senior debt obligations

2. Federal Home Loan Mortgage Corporation ("FHLMC")
Senior debt obligations

3. Federal National Mortgage Association ("FNMA")
Mortgage-backed securities and senior debt obligations

4. Student Loan Marketing Association ("SLMA")
Senior debt obligations

5. Resolution Funding Corporation obligations

6. Farm Credit System
Consolidated system-wide bonds and notes.

(d) Unsecured certificates of deposit (including those placed by a third party pursuant to a separate agreement between the City and the Fiscal Agent), savings accounts, deposit accounts or money market deposits (including those of the Fiscal Agent and its affiliates), bank deposit products, trust accounts, interest bearing deposits, overnight banking deposits and interest bearing money market accounts, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated "A-1" or better by S&P.

(e) Certificates of deposit (including those placed by a third party pursuant to a separate agreement between the City and the Fiscal Agent), savings accounts, deposit accounts or money market deposits (including those of the Fiscal Agent and its affiliates) which are fully insured by the Federal Deposit Insurance Corporation (including Bank Insurance Fund and Savings Association Insurance Fund), or collateralized by Permitted Investments described in clause (a) for amounts in excess of FDIC insurance.

(f) Investments in money market mutual funds rated in the highest short-term Rating Category for money market funds (without regard to qualifier) of at least one nationally recognized rating agency including funds for which the Fiscal Agent and its affiliates provide investment advisory or other services but excluding funds with a floating net asset value.

(g) U.S. Dollar-denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks (including the Fiscal Agent and its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase (provided that ratings on holding companies shall not be considered the rating of the bank).

(h) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a financial guaranty insurance company, claims paying ability, of the guarantor, is rated at least "AA" by S&P or "Aa" by Moody's; provided that, by the terms of the investment agreement:

A. Interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay debt service on the Bond;

B. The invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice;

C. The investment agreement shall state that the provider's payment obligation thereunder is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel, shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

D. The City and the Fiscal Agent receives the opinion of domestic counsel (which opinion shall be addressed to the City) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the City;

E. The investment agreement shall provide that if during its term:

(I) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (A) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P or Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (B) repay the principal of and accrued but unpaid interest on the investment, and

(II) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Fiscal Agent, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the City or Fiscal Agent.

F. The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

G. the investment agreement must provide that if during its term:

(I) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the City or Fiscal Agent, as appropriate, and

(II) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the City or Fiscal Agent, as appropriate.

(i) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase.

(j) Any bonds or other obligations of any agency, instrumentality or local governmental unit of any state of the United States of America which are rated "A2" or higher by Moody's or "A" or higher by S&P.

(k) Repurchase agreements with financial institutions fully insured by the Federal Deposit Insurance Corporation or any broker-dealer with "retail customers" which falls under Securities Investors Protection Corporation jurisdiction, and at the time of execution of such repurchase agreement, having unsecured debt obligations rated in one of the two highest Rating Categories by S&P and Moody's, which repurchase agreements are secured by cash any of the obligations referred to in (a), (b) or (c) above, provided that the Fiscal Agent or a third party acting solely as agent for the Fiscal Agent has possession of the collateral securing such repurchase agreement and the Fiscal Agent has a perfected first security interest in the collateral securing such repurchase agreement.

(l) "Pre-refunded Municipal Obligations," defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and (1) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest Rating Category of Moody's or S&P or any successors thereto; or (2) (A) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or Federal Securities, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (B) which escrow is sufficient (if the escrow is not solely in cash, as verified by a nationally recognized independent certified public accountant), to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

(m) Any state administered pool investment fund in which the City is statutorily permitted or required to invest will be deemed a permitted investment, including, but not limited to the Local Agency Investment Fund in the treasury of the State.

(n) Other investments with the prior written consent of the Holder.

"**Prepayment**" means a prepayment of Special Tax made pursuant to Section H of the Rate and Method.

"**Principal Account**" means the account by that name within the Special Tax Fund established pursuant to Section 5.02 and maintained by the Fiscal Agent.

"**Principal Office**" means, with respect to the Fiscal Agent, the corporate trust office of identified in writing by the Fiscal Agent. For the initial Fiscal Agent, the Principal Office shall be the corporate trust office of U.S. Bank National Association at the address set forth in Section 11.13; provided, however, for transfer, registration, exchange, payment and surrender of the Bond, the Principal Office shall be the corporate trust office of U.S. Bank National Association in St. Paul, Minnesota, or such other office designated in writing by the Fiscal Agent from time to time.

"**Principal Payment Date**" means each September 1 on which principal of the Bond is scheduled to be paid, commencing on September 1, 2022.

"**Rate and Method**" means the Rate and Method of Apportionment and Manner of Collection of Special Tax, in the form attached to the Resolution of Formation and as it may be further altered or amended from time to time in accordance with the provisions of the Mello-Roos Act.

"**Redemption Account**" the account by that name within the Special Tax Fund established pursuant to Section 5.02 and maintained by the Fiscal Agent.

"**Refunding Law**" means Article 11, commencing with Section 53580, of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and all laws amendatory thereof or supplemental thereto.

"**Resolution of Formation**" means Resolution No. 2001-038, adopted by the City Council, on June 26, 2001.

"**S&P**" means S&P Global Ratings and its successors or assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

"**Special Tax**" means the special tax authorized to be levied and collected annually on taxable property in the District under and pursuant to the Mello-Roos Act and the Rate and Method

"**Special Tax Fund**" means the City of Highland Community Facilities District No. 2001-1 Special Tax Fund established and maintained pursuant to Section 5.02 of this Fiscal Agent Agreement.

"**Special Tax Revenues**" means the proceeds of Special Tax received by or on behalf of the District, including any payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax, which shall be limited to the amount of said lien and interest and penalties thereon.

"**State**" means the State of California.

"**Supplemental Agreement**" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City Council, acting as the legislative body of the District, and which agreement is amendatory of or supplemental to this Fiscal Agent Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"**Surplus Fund**" means the fund by that name established and maintained pursuant to Section 5.02 of this Fiscal Agent Agreement.

"**Taxable Rate**" means, upon the occurrence of an Event of Taxability, the least of: (i) the rate per annum determined by the Holder based on the effect of such Event of Taxability, as notified by the Holder to the City and the Fiscal Agent in writing, (ii) 3.250 percent per annum, or (iii) the highest rate permitted by law.

"**Tax Certificate**" means the Certificate Regarding Compliance with Certain Tax Matters (or similar instrument) dated the Closing Date relating to the requirements of certain provisions of the Code, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof.

"**Tax-Exempt**" means, with respect to interest on any obligations of a state or local government, that such interest is excluded from gross income for federal income tax purposes whether or not such interest is an item of tax preference for purposes of the alternative minimum tax under the Code or otherwise taken into account in calculating tax liabilities under the Code

1.02 Rules of Construction.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections in and the table of contents of this Fiscal Agent Agreement are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) Unless otherwise indicated, all references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein", "hereof", "hereby", "hereunder" and other words of similar

import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof

1.03 Contract With Holder. In consideration of the acceptance of the Bond by the Holder thereof, the Fiscal Agent Agreement shall be deemed to be and shall constitute a contract between the City, for and on behalf of the District, and the Holder from time to time to secure the full and final payment of the interest on and principal of the Bond authorized, sold, executed, authenticated and delivered hereunder, subject to the agreements, conditions, covenants and terms contained herein.

ARTICLE II
AUTHORIZATION; TERMS

2.01 Designation and Authorization.

(a) A Bond designated as the "City of Highland Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Issue of 2021," in the principal amount of **Two Million Three Hundred Forty Thousand Dollars ($2,340,000.00)**, shall be issued by the City for and on behalf of the District under and pursuant to the Mello-Roos Act, the Refunding Law and this Fiscal Agent Agreement.

(b) The City has reviewed all proceedings heretofore taken relative to the authorization of the Bond and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of the Bond do exist, have happened and have been performed in due time, form and manner as required by law.

(c) From and after the issuance of the Bond, the findings and determinations of the City Council shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the Bond is at issue, and no bona fide purchaser of any of the Bond shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance or to the application of the purchase price paid for the Bond. The recital contained in the Bond that the Bond are issued under and pursuant to the Refunding Law, the Mello-Roos Act and this Fiscal Agent Agreement shall be conclusive evidence of the Bond's validity and of the regularity of its issuance and the Bond shall be incontestable from and after its issuance. The Bond shall be deemed to be issued, within the meaning hereof, whenever the definitive Bond have been delivered to the purchaser thereof and the purchase price thereof received.

2.02 Limited Obligation of City. *The interest on and principal of the Bond are payable solely from and secured by a pledge of the Net Tax Revenues and the moneys in the Special Tax Fund and the accounts therein (excluding the Administrative Expense Account) maintained hereunder, as provided herein. The City is not obligated to pay the Bond except from the proceeds of the Special Tax and moneys in such fund and accounts. The Bond does not constitute general debt, liability or obligation of the City. The General Fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on or*

principal of the Bond. No tax or assessment other than the Special Tax shall ever be levied or collected to pay the interest on or principal of the Bond. The Bond is not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any of the property of the City or any of its income or receipts except the Net Tax Revenues and the moneys in the Special Tax Fund and the accounts therein (excluding the Administrative Expense Account). The Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction, and neither the City Council nor the City nor any officer or employee thereof shall be liable for the payment of the interest on or principal of the Bond otherwise than from the proceeds of the Special Tax and the other funds as provided herein.

2.03 Execution and Delivery; Authentication; Form.

(a) The City may at any time execute and deliver the Bond, in registered form and, upon the Written Request of the City, the Fiscal Agent shall authenticate and deliver the Bond; provided, that before the execution of the Bond and delivery to the Original Purchaser, the Original Purchaser shall have delivered to the City and the Fiscal Agent a letter substantially in the form set forth in Exhibit B, making the certifications, representations and warranties set forth therein.

(b) The Bond, the certificate of authentication and the assignment to appear thereon shall be substantially in the form attached as Exhibit A with necessary or appropriate variations, omissions and insertions as permitted or required by this Fiscal Agent Agreement.

2.04 Dated Date; Maturity Date. The Bond shall be dated the Closing Date and shall mature on September 1, 2028.

2.05 General Term of Bond.

(a) Subject to any adjustment pursuant to Section 2.05(b) or 2.05(c), the Bond shall bear interest at the rate of 1.545 percent per annum (calculated on the basis of a 360-day year of twelve 30-day months), and shall be payable on each Payment Date in the principal and interest amounts set forth below.

Payment Date	Principal	Interest	Total
3/1/2022	--	$ 26,210.93	$ 26,210.93
9/1/2022	$ 315,000	18,076.50	333,076.50
3/1/2023		15,643.13	15,643.13
9/1/2023	325,000	15,643.13	340,643.13
3/1/2024		13,132.50	13,132.50
9/1/2024	335,000	13,132.50	348,132.50
3/1/2025		10,544.63	10,544.63
9/1/2025	335,000	10,544.63	345,544.63
3/1/2026		7,956.75	7,956.75
9/1/2026	335,000	7,956.75	342,956.75
3/1/2027		5,368.88	5,368.88
9/1/2027	345,000	5,368.88	350,368.88
3/1/2028		2,703.75	2,703.75
9/1/2028	350,000	2,703.75	352,703.75
Total	**$2,340,000**	**$154,986.71**	**$2,494,986.71**

(b) Upon the occurrence of an Event of Taxability, the then outstanding principal amount of the Bond shall bear interest at the Taxable Rate. In addition, upon the occurrence of an Event of Taxability and the Holder is determined to be subject to any fees, fines or penalties as the direct result of such Event Taxability, the Holder may seek reimbursement from the City for such fees, fines or penalties by notifying the City in writing (which notification shall contain reasonable specificity regarding the fees, fines or penalties for which reimbursement is sought). The City shall reimburse the Holder the amount of fees, fines or penalties pursuant to such notification from available Net Special Tax Revenues.

(c) Upon the occurrence of an Event of Default and so long as Event of Default is continuing and remains uncured, the then outstanding principal amount of the Bond shall bear interest at the Default Rate.

2.06 Method of Payment.

(a) Subject to the provisions below, the interest on and principal of the Bond shall be payable in lawful money of the United States of America at the Principal Office of the Fiscal Agent.

(b) Payment of the principal of and interest on the Bond shall be made only to the Holder whose name appears in the Bond Register.

(c) Payment of interest on the Bond due on or before the maturity or prior redemption thereof shall be made only to the Holder whose name appears in the Bond Register at the close of business as of the 15th day of the month next preceding each Interest Payment Date, such interest to be paid by check mailed by first class mail on each such Interest Payment Date to the Holder at such Holder's address as it appears on the Bond Register, except that, at the Holder's option, payment shall be made by wire transfer on each such Interest Payment Date of

immediately available funds to an account in a bank or trust company or savings bank that is a member of the Federal Reserve System and that is located in the United States of America according to written instructions provided by such Holder to the Fiscal Agent at least 15 days before each such Interest Payment Date. (For clarification, any such written instructions shall remain in effect for subsequent Interest Payment Dates until the Holder provide additional written instructions modifying or rescinding prior instructions.) It is hereby acknowledged that the Original Purchaser has requested to receive interest on the Bond by wire transfer, and the Fiscal Agent shall send interest payments due to the Original Purchaser in accordance to the written instructions provided by the Original Purchaser.

(d) Except as provided below, payment of principal (including redemption price thereof, as applicable) of the Bonds shall be made by wire transfer in accordance with the Holder's written instructions on file with the Fiscal Agent at least 15 days before such Principal Payment date, without presentment. (For clarification, any such written instructions shall remain in effect for subsequent Principal Payment Dates until the Holder provide additional written instructions modifying or rescinding prior instructions.) Principal payment at final maturity of the Bond shall be made shall be made without presentation and surrender thereof to the Fiscal Agent; provided, however, upon written request by the City or the Fiscal Agent, the Holder shall promptly surrender the Bond after receipt of all amounts due and owing thereunder.

(e) All payments of interest and principal on the Bond shall be valid and effectual to satisfy and discharge the liability on such Bond to the extent of the sum or sums so paid, whether by check, in person, or by wire transfer.

2.07 Execution of Bond. The Bond shall be signed on behalf of the City by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon or printed thereon by facsimile reproduction. In case any officer of the City whose signature appear on any of the Bond shall cease to be such officer before the Bond shall have been delivered to or on the order of the purchaser thereof, such Bond may nevertheless be delivered and issued and, upon such delivery and issuance, shall be as binding upon the City as though such officer who signed the same had continued to be such officer until such delivery and issuance. So long as the person whose signature appears on the Bond is the proper officer of the City on the date of execution of the Bond, the Bond shall be binding upon the City even if such person shall cease to be such officer of the City on the nominal date of the Bond. Only the Bond that bear thereon a certificate of authentication manually executed by the Fiscal Agent shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Fiscal Agent shall be conclusive evidence that the Bond so authenticated have been duly authorized, sold, executed, authenticated and delivered hereunder and are entitled to the benefits hereof.

2.08 Bond Register; Restrictions on Transfer; Transfer and Exchange.

(a) The Fiscal Agent shall keep at its Principal Office the Bond Register, in the form of sufficient books for the transfer and exchange of the Bond, if any pursuant to this Fiscal Agent Agreement, which books shall at all times during normal business hours with reasonable prior notice be open to inspection by the City or by the Holder.

(b) ***By acceptance of the Bond, the Original Purchaser shall have deemed to represent to the City and the Fiscal Agent that the Original Purchaser purchasing the Bond for its own account (or that of its consolidated taxpayer group) and not with a present view to, or for resale in connection with any distribution of its rights under this Fiscal Agent Agreement or the Bond. The Original Purchaser and any transferee thereof (and subsequent transferee) thereof, if any, agree that any transfer of the Bond shall be subject to the restrictions set forth in this Fiscal Agent Agreement and the Investor Letter delivered by such transferee to the City. A transfer of the Bond shall be in whole only. No transfer of the Bond shall be effective unless and until the transferee has furnished to the City the Investor Letter, substantially in the form of Exhibit B. Any material deviation of such letter from Exhibit B shall be subject to the prior approval by the City (which shall not to be unreasonably withheld). The Fiscal Agent shall not record a transfer of the Bond in the Bond Register until such letter has been delivered and received by the City.***

(c) Subject to the foregoing restrictions, the Bond may be transferred or exchanged on such books by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon payment by the Holder requesting such transfer or exchange of any tax or other governmental charge required to be paid with respect to such transfer or exchange and upon surrender of such Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange in a form acceptable to the Fiscal Agent. Whenever any Bond shall be surrendered for transfer or exchange, the City, for and on behalf of the District, shall execute and the Fiscal Agent shall authenticate and deliver a new Bond of the same maturity date and for the same Outstanding principal amount, except that neither the City nor the Fiscal Agent shall be required: (i) to transfer or exchange the Bond during the 15-day period prior to redemption under Article III, or (ii) to transfer or exchange the Bond already called for redemption in part, except the unredeemed portion of such Bond, from and after the date of the redemption notice.

2.09 Mutilated, Destroyed, Stolen or Lost Bond.

(a) In case the Bond shall become mutilated or shall have been destroyed, stolen or lost, upon proof of ownership satisfactory to the City and the Fiscal Agent and upon the surrender of the mutilated Bond at the Principal Office of the Fiscal Agent, or upon the receipt of evidence satisfactory to the City and the Fiscal Agent of such destruction, theft or loss and upon receipt of indemnity satisfactory to the City and the Fiscal Agent, and also upon payment of all actual and reasonable expenses incurred by the City and the Fiscal Agent in the premises, the City shall execute and the Fiscal Agent shall authenticate and deliver at its Principal Office a new Bond of the same principal amount in Authorized Denominations of like tenor and date and bearing such numbers and notations as the Fiscal Agent shall determine in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for the Bond so destroyed, stolen or lost.

(b) If any such destroyed, stolen or lost Bond shall have matured, payment of the amount due thereon may be made by the Fiscal Agent upon receipt of like proof, indemnity and payment of expenses.

(c) Any replacement Bond issued pursuant to this section shall be entitled to equal and proportionate benefits with the original Bond issued hereunder, and the City and the Fiscal Agent shall not be required to treat both the original Bond and any replacement Bond as being Outstanding but both the original and the replacement Bond shall be treated as one and the same.

ARTICLE III
REDEMPTION OF BONDS

3.01 No Optional Redemption. The Bond shall not be subject to optional redemption prior to maturity.

3.02 Extraordinary Redemption from Special Tax Prepayment. The Bond shall be subject to extraordinary redemption, as a whole or in part (in integral of $5,000 in principal amount), on any Principal Payment Date (*i.e.*, September 1) solely from money derived from prepayments of the Special Tax pursuant to the Rate and Method received the City (which prepayment shall have been received by the City no later than the June 30 before such redemption date), at a redemption price equal to 100 percent of the principal amount of Bonds to be redeemed, together with accrued interest thereon to the date of redemption, without premium. Notice of such extraordinary redemption shall be given to the Holder as provided in Section 3.03. The City shall provide notice, together with the Preliminary P&I Schedule (as defined in Section 3.30) to the Fiscal Agent regarding any such extraordinary redemption by July 10 (or such date as acceptable to the Fiscal Agent) before the designated redemption date. As the result of an extraordinary redemption, each future principal payment shall be reduced on a pro rata basis, so that the aggregate principal to be made from and after the redemption date shall be reduced by an amount equal to the principal so redeemed, as specified by a Certificate of the City and accepted by the Holder as provided in Section 3.03 below.

3.03 Notice of Redemption. The Fiscal Agent shall send (by first class mail or such other means acceptable to the Holder as indicated in writing by the Holder) a notice of extraordinary redemption not earlier than 90 days but not later than the July 15 immediately before the date fixed for redemption to the Holder, but neither failure to receive any such notice nor any immaterial defect contained therein shall affect the sufficiency or validity of any such proceedings for redemption. Such notice shall state the date of such notice, the portion of principal amount of the Bond to be redeemed, the redemption date, the redemption price, the place of redemption (including the name and appropriate address of the Fiscal Agent) and shall give notice that further interest on such portion of the Bond to be redeemed will not accrue from and after the redemption date, and shall require that the Bond be then surrendered for redemption at the Principal Office of the Fiscal Agent so designated. If the Bond shall not be redeemable in whole, such notice shall also state that the Bond is to be redeemed in part only, and that, upon presentation of the Bond for redemption, there will be issued (at the City's expense) a new Bond equal in aggregate principal amount to such unredeemed portion. Accompanying such notice shall be a preliminary principal and interest payment schedule (the "**Preliminary P&I Schedule**") prepared by the City, to become effective after such redemption date. The Holder shall, no later than the August 1 immediately before the redemption date, send any objection to the Preliminary P&I Schedule to the Fiscal Agent and the City in writing. Upon receipt of such objection notice from the Holder, the City and the Holder shall cooperate in good faith to revise such Preliminary P&I Schedule based on the reasonable objection of the Holder, and notify the Fiscal Agent in writing of the final revisions before the Redemption Date. In the absence of any such objection notice from the Holder by August 1, the Preliminary P&I Schedule shall be deemed accepted by the Holder and shall become the principal and interest payment schedule for the Bond after the Redemption Date.

3.04 Exchange Upon Partial Redemption of Bond. Upon surrender of the Bond redeemed in part, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Holder, at the expense of the City, a new Bond in aggregate principal amount to the unredeemed portion of the Bond surrendered.

3.05 Effect of Redemption of Bond. If notice of redemption has been duly given as aforesaid and money for the payment of the principal of, together with interest to the redemption date on, the Bond or a portion thereof so called for redemption is held by the Fiscal Agent, then on the redemption date designated in such notice the Bond or such portion thereof shall become due and payable, and from and after the date so designated interest on the Bond or such portion thereof so called for redemption shall cease to accrue and the Holder shall have no rights in respect thereof except to receive payment of the principal or such portion thereof and the interest accrued thereon to the redemption date.

ARTICLE IV
APPLICATION PROCEEDS; COSTS OF ISSUANCE FUND

4.01 Application of Bond Proceeds and Other Amounts.

(a) On the Closing Date, the Fiscal Agent shall receive on behalf of the City in connection with the sale of the Bond an amount equal to $_____ from the Original Purchaser. The Fiscal Agent shall apply such proceeds as follows:

(i) Deposit in the Costs of Issuance Fund an amount of $_____; and

(ii) Transfer of $_____ to the "Escrow Fund" established under the 2021 Escrow Agreement (which amount, together with other moneys to be deposited therein as specified in the 2021 Escrow Agreement shall be sufficient to effect a defeasance of the 2011 Bonds).

(b) In addition, the City shall cause $22,500.00 from the "Administrative Expense Account" held under the 2011 Indenture, to be transferred to the Fiscal Agent on the Closing Date. The Fiscal Agent shall deposit such amount into the Administrative Expense Account established under Section 5.02 hereof.

4.02 Costs of Issuance Fund. The Fiscal Agent shall establish and maintain a fund to be known as the "Costs of Issuance Fund." All moneys in the Costs of Issuance Fund shall be applied to the payment of Cost of Issuance of the Bond. Amounts in the Costs of Issuance Fund shall be applied by the Fiscal Agent solely as directed in a Written Request of the City, each of which shall be separately numbers as "Requisition No. ___," and each of which shall state: (A) the amounts, purposes and payees of the disbursements, (B) that the disbursements are proper charges against the Costs of Issuance Fund as provided in the Fiscal Agent Agreement, and (C) that the disbursements have not previously been paid from the Costs of Issuance Fund. Upon the earlier of the payment in full of the Costs of Issuance of the Bond (or the making of adequate provision for the payment thereof, evidenced by a Certificate of the City to the Fiscal Agent) or 180 days after the Closing Date, any balance remaining in the Costs of Issuance Fund shall be transferred to the Special Tax Fund and the Costs of Issuance Fund shall be closed.

ARTICLE V
SPECIAL TAX REVENUES; FUNDS AND ACCOUNTS

5.01 Pledge of Net Tax Revenues and Moneys in Special Tax Fund.

(a) Subject to the application thereof on the terms and conditions provided in this Fiscal Agent Agreement, the City, for and on behalf of the District, hereby pledges, charges and assigns to the punctual payment of the Bond, the Net Tax Revenues and moneys held in the Special Tax Fund and the accounts therein (excluding the Administrative Expense Account) pursuant to this Fiscal Agent Agreement and the Mello-Roos Act, until: (i) all of the Outstanding principal amount of the Bond and interest thereon have been paid and retired, or (ii) moneys or Federal Securities (or a combination thereof) have been set aside irrevocably for that purpose in

accordance with Article X. Such pledge shall constitute a first lien on the Net Tax Revenues and moneys held in the Special Tax Fund and the accounts therein (excluding the Administrative Expense Account) for the payment of the principal of and interest on the Bond in accordance with the terms of this Fiscal Agent Agreement.

(b) Amounts in the Special Tax Fund and the accounts therein (other than the Administrative Expense Account) shall constitute a trust fund held for the benefit of the Holder to be applied to the payment of the interest on and principal of the Bond, and so long as any of the portion of the Bond remain Outstanding, or interest thereon remain unpaid, shall not be used for any other purpose, except as permitted by this Fiscal Agent Agreement. Notwithstanding any provision contained in this Fiscal Agent Agreement to the contrary, none of the moneys in the Administrative Expense Account of the Special Tax Fund, the Surplus Fund, the Costs of Issuance Fund shall be construed as a trust fund held for the benefit of the Holder.

(c) Promptly after receipt of Special Tax Revenues (but in any event before each date on which the Fiscal Agent is required to transfer moneys from the Special Tax Fund to the Interest Account, the Principal Account or the Redemption Account pursuant to Section 5.02 below), the City shall transfer Special Tax Revenues received from the levy of Special Tax within the District to the Fiscal Agent for deposit in the Special Tax Fund.

5.02 Establishment of Special Tax Fund; Deposits of Special Tax Revenues.

(a) There is hereby established and shall be maintained by the Fiscal Agent a fund to be known as the "City of Highland Community Facilities District No. 2001-1 Special Tax Fund" (referred herein as the "Special Tax Fund"). Within the Special Tax Fund, the Fiscal Agent shall establish the following accounts:

(i) Administrative Expense Account,

(ii) Interest Account,

(iii) Principal Account, and

(iv) Redemption Account.

(b) Except for any Prepayments to be deposited pursuant to Section 5.02(c), the Fiscal Agent shall, on each date on which the Special Taxes Revenues are received from the City, deposit the Special Taxes in the Special Tax Fund to be held in trust for the Holder. The Fiscal Agent shall transfer the moneys so deposited in Special Tax Fund in accordance with Section 5.03 below.

(c) To the extent the City receives any Prepayments, the City shall deposit such Prepayments with the Fiscal Agent, together with a Certificate of the City designating such Special Taxes as Prepayments and specifying the respective amounts to be deposited in the various funds and accounts hereunder, and the Fiscal Agent shall make such deposits as specified in such certificate promptly after its receipt thereof.

5.03 Transfers Within and Disbursements From Special Tax Fund.

(a) Administrative Expense Account. From time to time, the City may provide the Fiscal Agent a Written Request of the City, requesting the payment of Administrative Expenses as set forth therein. Upon its receipt of any such request, the Fiscal Agent shall transfer from the Special Tax Fund and deposit in the Administrative Expense Account amounts necessary to make timely payment of any such Administrative Expenses as set forth in such written request; provided, however, that, except as set forth in the following sentence, the total amount transferred in a Bond Year shall not exceed the Administrative Expense Requirement until such time as there has been deposited to the Interest Account and the Principal Account an amount, together with the amounts already on deposit therein, that is sufficient to pay the interest and principal on the Bond due in such Bond Year. Notwithstanding the foregoing, amounts in excess of the Administrative Expense Requirement may be transferred to the Administrative Expense Account to the extent necessary to collect delinquent Special Taxes. Moneys in the Administrative Expense Account may be invested in any Authorized Investments as directed pursuant to a Certificate of the City.

(b) Interest Account. One or before five Business Day before each Interest Payment Date, the Fiscal Agent shall set aside from the Special Tax Fund and deposit in the Interest Account an amount of money which, together with any money contained therein, is equal to the aggregate amount of the interest becoming due and payable on the Bond on such Interest Payment Date. No deposit need be made into the Interest Account if the amount contained therein is at least equal to the aggregate amount of the interest becoming due and payable on the Bond on the Interest Payment Dates in such Bond Year. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bond as it shall become due and payable.

(c) Principal Account. One or before five Business Day before each Interest Payment Date (but after any required deposit in the Interest Account has been made for such Interest Payment Date pursuant to Section 5.03(b)), the Fiscal Agent shall set aside from the Special Tax Fund and deposit in the Interest Account an amount of money which, together with any money contained therein, is equal to the aggregate amount of the principal becoming due and payable on the Bond on such Interest Payment Date. No deposit need be made into the Principal Account if the amount contained therein is at least equal to the aggregate amount of the principal becoming due and payable on the Bond in such Bond Year. All moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the principal on the Bond as it shall become due and payable.

(d) Redemption Account. Upon receipt of moneys from the City accompanying a Certificate of the City which specifies that such moneys are to be deposited in the Redemption Account (*i.e.*, Prepayments in connection with an extraordinary redemption), the Fiscal Agent shall deposit such money in the Redemption Account. Money in the Redemption Account shall be used in accordance with the Certificate of the City for the payment of the redemption price on the Bond (or the portion thereof) so redeemed.

(e) Transfer to Surplus Fund. On each September 2, but solely after making the deposits and transfers required by this Section 5.03 above as of the immediately preceding

Interest Payment Date, the Fiscal Agent shall determine the amount, if any, remaining in the Special Tax Fund and apply such remaining amount in the following order and priority: (i) pay, or set an amount aside for the payment of, any rebate requirement in accordance with a computation made by the City pursuant to the Code, if the Fiscal Agent has received a Certificate the City to do so before such September 2; (ii) in event that an Event of Taxability has occurred, any amounts payable to the Holder pursuant to Section 2.05(b), and (iii) transfer to the Surplus Fund.

5.04 Surplus Fund. The Fiscal Agent shall establish and maintain a fund to be known as the "Surplus Fund." Moneys deposited in the Surplus Fund will be transferred by the Fiscal Agent as directed by a Certificate of the City: (i) to the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund to pay interest on or principal of the Bond when due, (ii) in event that an Event of Taxability has occurred, any amounts payable to the Holder pursuant to Section 2.05(b), (iii) to pay any rebate requirement in accordance with a computation made by the City pursuant to the Code, (iv) to the Administrative Expense Account to pay Administrative Expenses, (v) to the City for any other lawful purpose of the District.

5.05 Deposit and Investment of Moneys in Funds.

(a) All moneys in any of the funds or accounts established with the Fiscal Agent pursuant to this Fiscal Agent Agreement shall be invested by the Fiscal Agent solely in Permitted Investments. All investment by the Fiscal Agent shall be pursuant to the written direction of the City given to the Fiscal Agent in advance of the making of such investments. Such Permitted Investments shall, as nearly as practicable, mature (or be subject to redemption or disposition by the Fiscal Agent) on or before the dates on which such money is anticipated to be needed for disbursement hereunder. In the absence of any such direction from the City, the Fiscal Agent shall hold money in the applicable fund or account uninvested. Any investment earnings on amounts in the Surplus Fund shall be retained in the Surplus Fund. Any investment earnings on amounts in all other funds and accounts maintained by the Fiscal Agent under this Fiscal Agent Agreement shall be deposited in the Special Tax Fund.

(b) Subject to Section 5.03(d)(iii), the Fiscal Agent shall value the balances in the funds and accounts maintained by the Fiscal Agent under this Fiscal Agent Agreement no less frequently than every six months, at the Fair Market Value. Each such valuation may be made utilizing the Fiscal Agent's automated pricing service through the Fiscal Agent's trust accounting system. Absent negligence or willful misconduct by the Fiscal Agent, the Fiscal Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Section.

(c) The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the City the right to receive brokerage confirmations of security transactions as they occur, the City will not receive such confirmations to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Fiscal Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker. The Fiscal Agent will furnish the City periodic statements which shall include detail for cash holdings and all investment transactions made by the Fiscal Agent under this Fiscal Agent

Agreement. Upon the City's election, such statements will be delivered via the Fiscal Agent's online service and upon electing such service, paper statements will be provided only upon request. The Fiscal Agent may make any investments under this Fiscal Agent Agreement through its own bond or investment department or trust investment department, or those of its parent or any affiliate as principal or agent. The Fiscal Agent or any of its affiliates may act as a sponsor, advisor or manager in connection with any investments made by the Fiscal Agent under this Fiscal Agent Agreement. For investment purposes, the Fiscal Agent may commingle the funds and accounts established under this Fiscal Agent Agreement and shall account for them separately.

(d) The Fiscal Agent may make any investments under this Fiscal Agent Agreement through its own bond or investment department or trust investment department, or those of its parent or any affiliate as principal or agent. The Fiscal Agent or any of its affiliates may act as a sponsor, advisor or manager in connection with any investments made by the Fiscal Agent under this Fiscal Agent Agreement.

(e) Amounts deposited in any fund established by this Fiscal Agent Agreement and held by the City may be invested in Permitted Investments or any other investments in which the City may lawfully invest its funds.

ARTICLE VI
COVENANTS OF THE CITY

6.01 Punctual Payment and Performance. The City will punctually pay the interest on and principal of the Bond to become due in strict conformity with the terms of the Bond, this Fiscal Agent Agreement and the Mello-Roos Act, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein and in the Bond required to be observed and performed by it.

6.02 Against Indebtedness and Encumbrances. The City covenants it will not, for or on behalf of the District, incur any indebtedness payable, either as to principal or interest, from the proceeds of the Special Tax Revenues, that will have any lien upon the Special Tax Revenues on a parity with or superior to the lien pursuant to this Fiscal Agent Agreement with respect to the Bond; provided that nothing in this Fiscal Agent Agreement shall prevent the City from, for or on behalf of the District: (a) incurring debt or other obligations which will have a lien on the Special Tax Revenues junior to the Bond; or (c) incurring debt or other obligations that will be payable from sources other than the Net Tax Revenues pledged for the Bond under this Fiscal Agent Agreement.

6.03 Levy and Collection of the Special Tax. The City, so long as any portion of the Bond is Outstanding and unpaid, will annually levy the Special Tax in accordance to the Rate and Method and make provision for the collection of the Special Tax in amounts which will be sufficient, after making reasonable allowances for contingencies and errors in the estimates, to yield proceeds equal to the amounts required for compliance with the agreements, conditions, covenants and terms contained herein, and which in any event will be sufficient to pay the interest on and principal of the Bond as they become due and payable and to pay all current

Administrative Expenses as they become due and payable in accordance with the provisions and terms hereof. The Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and, except as otherwise provided in Section 6.04 and in the Mello-Roos Act, shall be subject to the same penalties and the same collection procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* property taxes.

6.04 Foreclosure of Special Tax Liens.

(a) The City will annually on or before October 1 of each year review the public records of the County of San Bernardino relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year.

(b) On the basis of such review, the City will commence foreclosure actions if and to the extent the following applies:

(i) by the December 1 following the close of each Fiscal Year against any parcel with either (A) at least four consecutive installments of delinquent Special Taxes or (B) delinquent Special Taxes in excess of $10,000; and

(ii) by December 1 following the close of a Fiscal Year against all delinquent parcels if, for such Fiscal Year, it receives Special Taxes in an amount which is less than 95 percent of the total Special Tax levied.

(c) With respect to each foreclosure action taken pursuant to Section 6.04(b), the City shall diligently pursue such action until the delinquent Special Taxes are paid; provided that such foreclosure actions shall be taken in a manner consistent with, and shall not exceed the time periods specified in, Sections 53356.1 through 53356.7 of the Mello-Roos Act.

(d) Notwithstanding the foregoing:

(i) The City will not need to initiate a foreclosure action pursuant to this Section 6.04, if the City has elected (solely at its discretion) to advance, from funds legally available to the District (including but not limited to moneys in the Surplus Fund), the amount of any particular delinquency (excluding penalties and interest) and deposit such amount to the Special Tax Fund Upon a deposit of such money in the Special Tax Fund; provided, however, the District shall be entitled for reimbursement for such advance when the Special Tax on such property is paid in the amount of such advance plus, at the City's discretion, interest on such amount up to a rate equal to the yield on the Outstanding Bond. Interest and penalties paid in excess of the amount advanced by the District shall be deposited in the Special Tax Fund; and

(ii) The City shall not be obligated to enforce the lien of any delinquent installment of the Special Tax for any Fiscal Year in which the City shall have received 100 percent of the amount of such installment from the County pursuant to the a Teeter Plan (adopted by the County pursuant to Section 4701 *et seq.* of the California Revenue and Taxation Code).

6.05 Modifications to Rate and Method. To the extent permitted by law, the City hereby covenants to not take any action which would have any of the following effects:

(i) reduce the Maximum Special Tax (as defined in the Rate and Method) such that, in any given Fiscal Year, the aggregate Special Tax levied on all Taxable Property (as defined in the Rate and Method), if based on the Maximum Special Tax, would be less than 110 percent of the Annual Debt Service for the corresponding Bond Year; (ii) discontinue or cause the discontinuance of the levy of the Special Tax; and (iii) permit the prepayment of the Special Tax except as permitted under the Rate and Method.

6.06 Accounting Records: Financial Statements and Other Reports.

(a) The City will keep appropriate accounting records in which complete and correct entries shall be made of all transactions made by the City, and the Fiscal Agent shall keep appropriate accounting records in which complete and correct entries shall be made of all transactions made by the Fiscal Agent, relating to the receipt, investment, disbursement, allocation and application of the proceeds of the Special Tax and of the proceeds of the Bond, which accounting records shall at all times during business hours with reasonable prior notice be subject to the inspection of the Holder (or such Holder's representative authorized in writing).

(b) The City will prepare annually within 270 days after the close of each Fiscal Year financial statements of the City for the preceding Fiscal Year prepared in accordance with GAAP. The City will furnish a copy of such financial statements to any Holder (or such Holder's representative authorized in writing) and to any investment banker, security dealer or other person interested in the Bonds requesting copies thereof, but in any event only upon payment to the City of the reasonable costs incurred by the City in complying with such request.

(c) The City will prepare annually not later than October 30 of each year and file or caused to be filed with CDIAC by mail, postage prepaid or such other method as acceptable to CDIAC , all necessary information required to be filed under the Mello-Roos Act, including:

(i) The Outstanding principal amount of the Bond;

(ii) The number of parcels securing the Bond which are delinquent with respect to their Special Tax payments, the amount that each delinquent parcel is delinquent, the length of time that each delinquent parcel has been delinquent and when foreclosure was commenced for each delinquent parcel; and

(iii) The assessed value of all parcels subject to the levy of the Special Tax to repay the Bonds, as shown on the most equalized assessment roll of the County.

Additionally, the City will notify the CDIAC by mail, postage prepaid, within ten days if the City or the Fiscal Agent fails to pay any interest on or principal of any of the Bond on any scheduled payment date.

The reporting requirements of this Section 6.06(c) shall be amended from time to time, without action by the City or the Fiscal Agent to reflect any amendments to Government Code Section 53359.5(b) or Section 53359.5(c).

6.07 Continuing Disclosure to Holder.

(a) No later than 270 days after the close of each Fiscal Year, the City shall furnish to the Holder the following:

(i) a copy of the most recent report filed with CDIAC referenced in Section 6.06(c);

(ii) the following, to the extent not already included in the reports furnished pursuant to clauses (i) and Section 6.06 above:

(A) the total assessed value of all parcels within the District on which the Special Taxes are levied, as shown on the assessment roll of the County Assessor last equalized prior to the October 31 of most recently Fiscal Year, and a statement of assessed value-to-lien ratios therefor, either by individual parcel or by categories (e.g. "below 3:1," "3:1 to 4:1" etc.)

(B) the Special Tax delinquency rate for all parcels within the District on which the Special Taxes are levied, as shown on the assessment roll of the County Assessor last equalized prior to the October 31 of the most recent Fiscal year;

(C) the number of parcels within the District on which the Special Taxes are levied and which are delinquent in payment of Special Taxes, as shown on the assessment roll of the County Assessor last equalized prior to the October 31 of the most recent Fiscal year, the amount of each delinquency, the length of time delinquent and the date on which foreclosure was commenced, or similar information pertaining to delinquencies deemed appropriate by the District; provided, however, that parcels with aggregate delinquencies of $2,000 or less (excluding penalties and interest) may be grouped together and such information may be provided by category.

(b) The City shall also provide, or cause to be provided, such additional information pertaining to the District's finances and affairs pertinent to the security of the Bond, as the Holder shall request from time to time.

6.08 Maintenance of Tax-Exempt Status of Bond; Compliance with Tax Certificate.

(a) The City will not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Code or cause interest on the Bond to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under Section 55 of the Code.

(b) In furtherance of the foregoing tax covenant, the City shall comply with the provisions of the Tax Certificate, which is incorporated in this Fiscal Agent Agreement as if fully set forth in this Fiscal Agent Agreement.

(c) Notwithstanding any other provision of this Section, that if the City shall obtain an opinion of nationally recognized bond counsel to the effect that any action required

under this Section or the Tax Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Code, the City may rely conclusively on such opinion in complying with the provisions hereof. In the event that at any time the City is of the opinion that for purposes of this section it is necessary to restrict or limit the yield on the investment of any money held by the Fiscal Agent hereunder, the City shall so instruct the Agent in writing, as the case may be, and the Fiscal Agent shall take such action as may be necessary in accordance with such instructions.

6.09 Protection of Security and Rights of Holder. The City will preserve and protect the security of the Bond and the rights of the Holder and will warrant and defend the Holder's rights against all claims and demands of all persons.

6.10 Further Assurances. The City will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Holders of the rights and benefits provided herein.

ARTICLE VII
FISCAL AGENT

7.01 Appointment; Resignation or Removal.

(a) U.S. Bank National Association is hereby appointed Fiscal Agent for the purpose of receiving all money which the City is required to transfer to it hereunder and for applying and using such money as provided herein for the purpose of paying the interest on and principal of the Bond. The City agrees that it will at all times maintain a Fiscal Agent having a corporate trust office in Los Angeles or San Francisco, California.

(b) The City may remove the Fiscal Agent initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided, that any such successor shall be a bank or trust company doing business and having a corporate trust office in Los Angeles or San Francisco, California, having a combined capital (or if such bank or trust company is a member of a bank holding company system, its bank holding company has a combined capital) (exclusive of borrowed capital) and surplus of at least $50,000,000 and subject to supervision or examination by a federal or state banking authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(c) The Fiscal Agent may at any time resign by giving written notice of such resignation to the City and by giving notice of such resignation by mail to the Holders, and upon receiving such notice of resignation, the City (subject to prior approval of the Holder which shall

not be unreasonably withheld or delayed) shall promptly appoint a successor Fiscal Agent by an instrument in writing having the qualifications required hereby.

(d) Any resignation or removal of a Fiscal Agent and appointment of a successor Fiscal Agent shall become effective only upon the acceptance of appointment by the successor Fiscal Agent. If within 30 days after notice of the removal or resignation of the Fiscal Agent no successor Fiscal Agent shall have been appointed by the City and shall have accepted such appointment, the removed or resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Fiscal Agent having the qualifications required hereby.

(e) Upon the appointment of a successor Fiscal Agent, the predecessor Fiscal Agent shall promptly deliver all securities and moneys held by it as the Fiscal Agent hereunder to its successor the predecessor, and shall also, execute and deliver such instrument as may be reasonably requested by upon the City, or the Fiscal Agent's successor, to effect such transfer of rights, powers and duties hereunder; and

7.02 Merger or Consolidation. Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 7.01, shall be the successor to the Fiscal Agent and vested with all of the powers and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

7.03 Compensation; Indemnification. The City shall from time to time, subject to any agreement between the City and the Fiscal Agent then in force, pay the Fiscal Agent compensation for its services, reimburse the Fiscal Agent for all its advances and expenditures, including but not limited to advances to and fees and expenses by independent accountants, counsel and engineers or other experts employed by it in the exercise and performance of its rights and obligations hereunder, and indemnify and save the Fiscal Agent harmless against loss, expenses, costs, claims and liabilities (including without limitation those of its attorneys and agents) not arising from its own negligence or willful misconduct which it may incur in the exercise and performance of its rights and obligations hereunder, which obligation shall survive the resignation or removal of any Fiscal Agent or the defeasance of the Bonds.

7.04 Liability of the Fiscal Agent.

(a) The recitals of facts, agreements and covenants contained herein and in the Bonds shall be taken as statements, agreements and covenants of the City, and the Fiscal Agent does not assume any responsibility for the correctness of the same and does not make any representation as to the sufficiency or validity hereof or of the Bonds or of the Special Tax, and shall not incur any responsibility in respect thereof other than in connection with the rights and obligations expressly assigned to or imposed upon it herein or in the Bonds, and shall not be liable in connection with the performance of its duties hereunder except for its own negligence or

willful misconduct. No provision hereof shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any liability for the performance of its duties hereunder, or in the exercise of any of its rights or powers hereunder.

(b) The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts. The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, but the Fiscal Agent shall be answerable for the negligence or misconduct of any such attorney, agent, or receiver selected by it.

(c) The Fiscal Agent shall perform only those duties expressly set forth in the Fiscal Agent Agreement and no implied duties or obligations shall be read into the Fiscal Agent Agreement against the Fiscal Agent.

(d) The Fiscal Agent shall not be deemed to have notice of any default hereunder unless a responsible officer at the Principal Office has actual knowledge of such default or the Fiscal Agent has received written notice of such default.

(e) The Fiscal Agent shall not have any responsibility with respect to any information, statement or recital contained in official statement, offering memorandum or any other disclosure material, if any, prepared or distributed by the City with respect to any of the Bonds.

7.05 Notice to the Fiscal Agent. The Fiscal Agent shall be protected in acting upon the Bond, Certificate of the City, consent, notice, opinion, report, resolution, Written Request of the City or other document or paper believed by it to be genuine and to have been signed or presented by the proper party or parties. The Fiscal Agent may consult with counsel, including, without limitation, counsel to the City, with regard to legal questions, and the opinion of such counsel to the City shall be full and complete authorization and protection with respect to any action taken or suffered hereunder in good faith and in accordance therewith.

Whenever in the administration of its rights and obligations hereunder the Fiscal Agent shall deem it necessary or desirable that a matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Fiscal Agent, be deemed to be conclusively established or proved by a Certificate of the City, which shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions hereof upon the faith thereof, and on which the Fiscal Agent may conclusively rely, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

7.06 Acceptance of Instructions by Electronic Transmission. The Fiscal Agent agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, the Fiscal Agent shall have received an incumbency certificate listing persons designated to give

such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Fiscal Agent acts upon such instructions, the Fiscal Agent's reasonable understanding of such instructions shall be deemed controlling. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such instructions notwithstanding whether such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use by the City of such electronic methods to submit instructions and directions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties. Notwithstanding the foregoing, the protection afforded to the Fiscal Agent in each provision of this paragraph shall be operative only in the absence of the Fiscal Agent's negligence or willful misconduct.

ARTICLE VIII
AMENDMENT OF OR SUPPLEMENT TO FISCAL AGENT AGREEMENT

8.01 Amendment or Supplement by Consent of Holder. The Fiscal Agent Agreement and the rights and obligations of the City and of the Holder may be amended or supplemented at any time by the execution and delivery of a Supplemental Agreement by the City and the Fiscal Agent, which Supplemental Agreement shall become binding upon the written consent of the Holder (which consent shall not be unreasonably withheld).

8.02 Endorsement or Replacement of Bond after Amendment or Supplement. After the effective date of any action taken as provided hereinabove, the City may determine that the Bond may bear a notation by endorsement in form approved by it as to such action, and in that case upon demand of the Holder on such effective date and presentation of the Bond for such purpose at the Principal Office of the Fiscal Agent a suitable notation as to such action shall be made on the Bond. If the City shall so determine, a new Bond certificate so modified as, in the opinion of the City, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Holder on such effective date a new Bond shall, upon surrender of the Bond to be exchanged, be delivered at the Principal Office of the Fiscal Agent, without cost to each Holder.

ARTICLE IX
REMEDIES OF HOLDER

9.01 Remedies of Holders. The Holder shall have the right --

(a) by mandamus, specific performance or other suit or proceeding at law or in equity to enforce his rights against the City Council or the City or any of the officers or employees of the City, and to compel the City Council or the City or any such officers or employees to perform and carry out their duties under the Mello-Roos Act and the agreements and covenants with the Holder contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Holder; or

(c) by suit in equity upon the nonpayment of the Bond to require the City Council or the City or its officers and employees to account as the trustee of an express trust.

9.02 No Acceleration. The Holder shall not have the right to declare the principal of or interest on the Bond which is not yet due and owing to be due and payable immediately. For clarification, the Holder shall have the right to compel payment of past due amounts together with interest thereon at the Default Rate, but solely from Net Tax Revenues and moneys in the Special Tax Fund pledged therefor.

9.03 Non-waiver. Nothing in this article or in any other provision herein or in the Bond shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the interest on and principal of the Bond to the Holder at the respective payment dates or upon redemption prior to maturity as provided herein from the proceeds of the Special Tax and the other funds provided herein, or shall affect or impair the right of the Holder, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Bond.

A waiver of any default or breach of duty or contract by the Holder shall not affect any subsequent default or breach of duty or contract and shall not impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Holder to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right and remedy conferred upon the Holder by the Mello-Roos Act or hereby may be enforced and exercised from time to time and as often as shall be deemed expedient by the Holder.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Holder, the City and the Holder shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

9.04 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Mello-Roos Act or any other law. The Fiscal Agent shall have no obligation to enforce this Fiscal Agent Agreement on behalf of the Holder.

ARTICLE X
DEFEASANCE

10.01 Discharge of the Bond.

(a) If the City shall pay or cause to be paid or there shall otherwise be paid to the Holder the interest on and the principal of the Bond at the times and in the manner stipulated

therein and herein in full, then all agreements, covenants and other obligations of the City to the Holder hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Fiscal Agent shall execute and deliver to the City all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and, after payment of any amount then owed to the Fiscal Agent, the Fiscal Agent shall pay over or deliver to the City all money or securities held by it pursuant hereto which are not required for the payment of the interest on and principal of the Bond.

(b) The Bond shall on the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if there shall be on deposit with the Fiscal Agent money which is sufficient to pay the interest and principal due on the Bond on such date.

10.02 Defeasance Prior to Maturity or Redemption.

(a) The Bond shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in Section 10.01 if there shall have been deposited with an escrow agent or the Fiscal Agent either –

(i) money in an amount which shall be sufficient to pay when due the interest to become due on the Bond on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of, the Bond on and prior to the maturity date or the redemption date thereof, as the case may be, or

(ii) Federal Securities which are not subject to redemption except by the holder thereof prior to maturity, the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with such escrow agent or the Fiscal Agent at the same time, shall be sufficient to pay when due the interest and principal to become due on the Bond on and prior to the maturity date or redemption date thereof, as the case may be, as the case may be, as evidenced by a report of an Independent Certified Public Accountant on file with the City and the Fiscal Agent.

(b) In the event the Bond is not by its term subject to redemption within the next succeeding 90 days, the City shall have agreed to furnish or caused to be furnished a notice to the Holder that the deposit required by subsection (a) above has been made with such escrow agent or the Fiscal Agent and that the Bond is deemed to have been paid in accordance with this section and stating the maturity date or redemption date, as the case may be, upon which money is to be available for the payment of the principal of the Bond.

ARTICLE XI
MISCELLANEOUS

11.01 Payment on Business Day. Whenever in this Fiscal Agent any amount is required to be paid on a day that is not a Business Day, such payment shall be required to be made, without accruing additional interest thereby, on the Business Day immediately following such day.

11.02 Destruction of Canceled Bonds. Whenever provision is made for the surrender of the Bond as the same has been paid or canceled pursuant to the provisions of this Fiscal Agent Agreement, the Fiscal Agent shall cancel and destroy the Bonds and, upon written request of the City, furnish to the City a certificate of such destruction.

11.03 Benefits of the Fiscal Agent Agreement Limited to Certain Parties. Nothing contained herein, express or implied, is intended to give to any person or entity other than the City, the District, the Fiscal Agent and the Holder any right, remedy or claim under or by reason hereof, and any agreement or covenant required herein to be performed by or on behalf of the District or the City or any officer or employee thereof shall be for the sole and exclusive benefit of the Fiscal Agent and the Holder. The Holder shall be entitled to exercise its rights and remedies hereunder and under the Bond as if it is a signatory party to this Fiscal Agent Agreement.

11.04 Waiver of Personal Liability. No member of the City Council or officer or employee of the City shall be individually or personally liable for the payment of the interest on or principal of the Bond, but nothing herein contained shall relieve any member of the City Council or officer or employee of the City from the performance of any official duty provided hereby or by the Mello-Roos Act or by any other applicable provisions of law.

11.05 Successor Deemed Included in All References to Predecessor. Whenever either the City or any officer or employee thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions with respect to the administration, control and management of the affairs of the City that are presently vested in the City or such officer or employee, and all agreements and covenants required herein to be performed by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

11.06 Execution of Documents by Holder. Any declaration, request or other instrument which is permitted or required herein to be executed by the Holder may be in one or more instruments of similar tenor, and may be executed by the Holder in person or by the Holder's attorneys duly authorized in writing. The fact and date of the execution by the Holder or the Holder's attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which the Holder purports to act that the person signing such declaration, request or other instrument or writing acknowledged to the Holder the execution thereof, or by an affidavit of a witness to such execution duly sworn to before such notary public or other officer. The ownership of the Bond and the amount, number and date of holding the same shall be provided by the Bond Register.

Any declaration, request or other instrument or writing of the Holder shall bind all assignee or transferee of such Holder with respect to anything done or suffered to be done by the City in good faith and in accordance therewith.

11.07 Content of Certificates and Reports. Any certificate made or given by an officer of the City may be based, insofar as it relates to legal matters, upon a representation made in an Opinion of Counsel unless such officer knows that the representation with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any such Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the City, upon a representation by an officer or officers of the City unless the counsel giving such Opinion of Counsel knows that the representation with respect to the matters upon which his representation may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

11.08 Maintenance of Funds. Any fund required herein to be established and maintained by the Fiscal Agent may be maintained by the Fiscal Agent in its accounting records in its customary manner either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any financial reports or statements with respect thereto, be treated either as an account or as a fund; but all such accounting records with respect to all such accounts and funds shall at all times be maintained by the Fiscal Agent in accordance with industry standards and with due regard for the protection of the security of the Bond and the rights of the Holder. The Fiscal Agent may establish such funds and accounts as the Fiscal Agent deems necessary or appropriate to perform its obligations hereunder.

11.09 Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Fiscal Agent for the payment and discharge of the Bond or any interest thereon which remains unclaimed for two years after the date when the Bond or interest thereon have become due and payable, either at its stated maturity date or by call for redemption prior to maturity, if such money was held by the Fiscal Agent on such date, or for two years after the date of deposit of such money if deposited with the Fiscal Agent after the date when the Bond or interest thereon became due and payable, shall be repaid by the Fiscal Agent to the City as its absolute property free from trust for use in accordance with the Mello-Roos Act, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Holder shall look only to the City for the payment of the Bond and interest thereon; provided, that before the Fiscal Agent shall be required to make any such repayment the City shall mail a notice to the Holder at the Holder's address appearing on the Bond Register that such money remains unclaimed and that after a date named in such notice, which date shall not be less than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the City.

11.10 Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms or portions thereof required hereby to be observed or performed by the City or the Fiscal Agent should be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants or terms or portions thereof and shall in no way affect the validity hereof or of the

Bonds; and the Holders shall retain all the rights and benefits accorded to them under the Mello-Roos Act or any other applicable provisions of law. The City hereby declares that it would have executed the Fiscal Agent Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more of the articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

11.11 Governing Law. The Fiscal Agent Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

11.12 Notices. Unless otherwise specified herein, any notice, request, demand or other communication under this Fiscal Agent Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy or other form of telecommunication, with prompt telephone confirmation. Notice shall be effective (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answer back or other written acknowledgment or confirmation of receipt of the entire notice, approval, demand, report or other communication, (c) if given by first class, registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if by other means of personal delivery, upon receipt by the intended recipient of the notice:

If to the City:

City of Highland
27215 Base Line Street
Highland, CA 92346
Attention: City Manager
Telephone: (909) 864-6861

If to the Fiscal Agent:

U.S. Bank National Association
LM-CA-T24T
633 W. 5th Street, 24th Fl
Los Angeles, CA 90071
Attention: Global Corporate Trust
Telephone: (213) 615-6062

If to the Original Purchaser:

Signature Public Funding Corp.
600 Washington Avenue, Suite 305
Towson, MD 21204
Attention: _____

Telephone: (410) 704-0027

Any party listed above may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent

11.13 Effective Date of the Fiscal Agent Agreement. The Fiscal Agent Agreement shall take effect from and after its execution and delivery.

11.14 Execution in Counterparts. The Fiscal Agent Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City of Highland has caused the Fiscal Agent Agreement to be signed in its name by its City Manager, and U.S. Bank National Association, as Fiscal Agent, has caused the Fiscal Agent Agreement to be signed in its corporate name by its officer thereunto duly authorized and attested by one of its authorized officers, all as of the date and year first above written.

CITY OF HIGHLAND,
for and on behalf of the City of Highland
Community Facilities District No. 2001-1

By_____
Mayor

ATTEST:

By:_____
City Clerk

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By_____
Authorized Officer

EXHIBIT A

FORM OF BOND

Transfer of this Bond is subject to the restrictions set forth in the Fiscal Agent Agreement referred to herein. A transfer of this Bond is limited to certain parties that qualify under the requirements of the Fiscal Agent Agreement, which include the requirement that the transferee has such knowledge and experience in business and financial matters, including the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of the investment in this Bond. This Bond has not been registered with any federal or state securities agency or commission.

No. R-1 $2,340,000.00

United States of America
State of California
County of San Bernardino

City of Highland
Community Facilities District No. 2001-1
Special Tax Refunding Bond, Issue of 2021
(Bank Qualified)

Interest Rate	Maturity Date	Bond Date
1.545%**	September 1, 2028	June 10, 2021

REGISTERED OWNER: SIGNATURE PUBLIC FUNDING CORP.

PRINCIPAL SUM: TWO MILLION THREE HUNDRED FORTY THOUSAND DOLLARS

The City of Highland (the "**City**"), a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California, acting for and on behalf of the City of Highland Community Facilities District No. 2001-1 (the "**District**"), for value received hereby promises to pay (but only out of the proceeds of the Special Tax Revenues and moneys in the Special Tax Fund and certain accounts therein, each as hereinafter referred to and described herein) to the registered owner set forth above (the "**Holder**") on the payment dates specified below, principal amounts totaling the sum indicated stated above, together with interest on such principal from the Dated Date until the principal shall have been paid in full.

---

* Subject to adjustment to Taxable Rate upon an Event of Taxability or Default Rate upon an Event of Default as described herein and in the Fiscal Agent Agreement.

This Bond is issued pursuant to the Fiscal Agent Agreement, dated as of June 1, 2021 (as the same may be amended or supplemented from time to time pursuant to the terms thereof, the "**Fiscal Agent Agreement**"), by and between the City, for and on behalf of the District, and U.S. Bank National Association, as the fiscal agent (the "**Fiscal Agent**"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Fiscal Agent Agreement. This Bond is secured in accordance with and governed by the terms and conditions of the Fiscal Agent Agreement and the Mello-Roos Act, and any and all amendments thereof and supplements thereto. All the terms of the Mello-Roos Act and the Agreement are hereby incorporated.

This Bond is issued to refund the City of Highland Community Facilities District No. 2000-1, Special Tax Refunding Bonds, Series 2011, previously issued by the City for and on behalf of the District.

Interest shall be calculated on the basis of a 360-day year of twelve 30-day months. This Bond shall bear interest at the rate per annum set forth above; provided, upon the occurrence of an Event of Taxability, the then outstanding principal amount of this Bond shall bear interest at the Taxable Rate; provided, further, upon the occurrence of an Event of Default and so long as it is continuing and remains uncured, the then outstanding principal amount of this Bond shall bear interest at the Default Rate. "**Event of Taxability**" means a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest on the Bond is includible for Federal and State income tax purposes in the gross income of the Holder, for any reason unrelated to any act of omission of the Holder. "**Taxable Rate**" means, upon the occurrence of an Event of Taxability, the least of: (i) the rate per annum determined by the Holder based on the effect of such Event of Taxability, as notified by the Holder to the City and the Fiscal Agent in writing, (ii) 3.250 percent per annum, or (iii) the highest rate permitted by law. "**Default Rate**" means the lower of: (i) (A) so long as no Event of Taxability has occurred, 4.795 percent per annum, or (B) after an Event of Taxability has occurred, the Taxable Rate, plus 3.250 percent per annum, or (ii) the highest rate permitted by law.

This Bond shall be payable on each payment date in the principal amounts set forth below (subject to any adjustment in the event of a prepayment, an Event of Taxability or an Event of Default):

Payment Date	Principal	Interest	Total
3/1/2022	--	$ 26,210.93	$ 26,210.93
9/1/2022	$ 315,000	18,076.50	333,076.50
3/1/2023		15,643.13	15,643.13
9/1/2023	325,000	15,643.13	340,643.13
3/1/2024		13,132.50	13,132.50
9/1/2024	335,000	13,132.50	348,132.50
3/1/2025		10,544.63	10,544.63
9/1/2025	335,000	10,544.63	345,544.63
3/1/2026		7,956.75	7,956.75
9/1/2026	335,000	7,956.75	342,956.75
3/1/2027		5,368.88	5,368.88
9/1/2027	345,000	5,368.88	350,368.88
3/1/2028		2,703.75	2,703.75
9/1/2028	350,000	2,703.75	352,703.75
Total	**$2,340,000**	**$154,986.71**	**$2,494,986.71**

Subject to the payment and surrender provisions below and in the Fiscal Agent Agreement, the interest on and principal of this Bond are payable in lawful money of the United States of America at the principal corporate trust office of U.S. Bank National Association, in St. Paul, Minnesota, or at such other office as the Fiscal Agent may designate (the "Principal Office").

Payment of interest on this Bond due on or before the maturity or prior redemption thereof shall be made only to the Holder whose name appears in the Bond Register at the close of business as of the 15th day of the month next preceding each Interest Payment Date, such interest to be paid by check mailed by first class mail on each such Interest Payment Date to the Holder at such Holder's address as it appears on the Bond Register, except that, at the Holder's option, payment shall be made by wire transfer on each such Interest Payment Date of immediately available funds to an account in a bank or trust company or savings bank that is a member of the Federal Reserve System and that is located in the United States of America according to written instructions provided by the Holder to the Fiscal Agent at least 15 days before each such Interest Payment Date. For clarification, any such written instructions shall remain in effect for subsequent Interest Payment Dates until the Holder provide additional written instructions modifying or rescinding prior instructions.

Except as provided below, payment of principal (including redemption price thereof, as applicable) of the Bonds shall be made by wire transfer in accordance with the Holder's written instructions on file with the Fiscal Agent at least 15 days before such payment date, without presentment. (For clarification, any such written instructions shall remain in effect for subsequent Principal Payment Dates until the Holder provide additional written instructions modifying or rescinding prior instructions.) Principal payment at final maturity of the Bond shall be made shall be made without presentation and surrender thereof to the Fiscal Agent; provided,

however, upon written request by the City or the Fiscal Agent, the Holder shall promptly surrender the Bond after receipt of all amounts due and owing thereunder.

This Bond is secured in accordance with the terms and conditions of the Fiscal Agent Agreement (copies of which are on file at the office of the Clerk of the City and at the Principal Office of the Fiscal Agent). The Bond is issued under and pursuant to the Refunding Law, the Mello-Roos Act and this Fiscal Agent Agreement. Reference is hereby made to the Refunding Law, the Mello-Roos Act and to the Fiscal Agent Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bond is issued and for the rights of the Holder. All the terms of the Mello-Roos Act and the Fiscal Agent Agreement are hereby incorporated herein and constitute a contract between the City and the Holder from time to time of this Bond, to all the provisions of which the Holder, by such Holder's acceptance hereof, agrees and consents. The Holder shall be entitled to exercise its rights and remedies hereunder and under the Fiscal Agent Agreement as if it is a signatory party to the Fiscal Agent Agreement. Each subsequent Holder hereof shall have recourse to all the provisions of the Mello-Roos Act and the Fiscal Agent Agreement and shall be bound by all the terms and conditions thereof.

The interest on and principal of this Bond are payable solely from and secured by a pledge of the Net Tax Revenues and the moneys in the Special Tax Fund and the accounts therein (excluding the Administrative Expense Account) maintained under the Fiscal Agent Agreement, as provided therein. The City is not obligated to pay this Bond except from the proceeds of the Special Tax and moneys in such fund and accounts. This Bond does not constitute general debt, liability or obligation of the City. The General Fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on or principal of this Bond. No tax or assessment other than the Special Tax shall ever be levied or collected to pay the interest on or principal of this Bond. This Bond is not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any of the property of the City or any of its income or receipts except the Net Tax Revenues and the moneys in the Special Tax Fund and the accounts therein (excluding the Administrative Expense Account). The Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction, and neither the City Council nor the City nor any officer or employee thereof shall be liable for the payment of the interest on or principal of the Bond otherwise than from the proceeds of the Special Tax and the other funds as provided in the Fiscal Agent Agreement.

This Bond shall not be subject to optional redemption prior to maturity.

This Bond shall be subject to extraordinary redemption, as a whole or in part (in integral of $5,000 in principal amount), on any Principal Payment Date solely from money derived from prepayments of the Special Tax pursuant to the Rate and Method received the City (which prepayment shall have been received by the City no later than the June 30 before such redemption date), at a redemption price equal to 100 percent of the principal amount of Bonds to be redeemed, together with accrued interest thereon to the date of redemption, without premium. Notice of such extraordinary redemption shall be given to the Holder as provided as described below. As the result of an extraordinary redemption, each future principal payment shall be reduced on a pro rata basis, so that the aggregate principal to be made from and after the

redemption date shall be reduced by an amount equal to the principal so redeemed, as specified by a Certificate of the City and accepted by the Holder as described below.

The Fiscal Agent shall send (by first class mail or such other means acceptable to the Holder as indicated in writing by the Holder) a notice of extraordinary redemption not earlier than 90 days but not later than the July 15 immediately before the date fixed for redemption to the Holder, but neither failure to receive any such notice nor any immaterial defect contained therein shall affect the sufficiency or validity of any such proceedings for redemption. Such notice shall state the date of such notice, the portion of principal amount of the Bond to be redeemed, the redemption date, the redemption price, the place of redemption (including the name and appropriate address of the Fiscal Agent) and shall give notice that further interest on such portion of the Bond to be redeemed will not accrue from and after the redemption date, and shall require that the Bond be then surrendered for redemption at the Principal Office of the Fiscal Agent so designated. If this Bond shall not be redeemable in whole, such notice shall also state that this Bond is to be redeemed in part only, and that, upon presentation of the Bond for redemption, there will be issued, at the City's expense, a new Bond equal in aggregate principal amount to such unredeemed portion. Accompanying such notice shall be a preliminary principal and interest payment schedule (the "**Preliminary P&I Schedule**") prepared by the City, to become effective after such redemption date. The Holder shall, no later than the August 1 immediately before the redemption date, send any objection to the Preliminary P&I Schedule to the Fiscal Agent and the City in writing. Upon receipt of such objection notice from the Holder, the City and the Holder shall cooperate in good faith to revise such Preliminary P&I Schedule based on the reasonable objection of the Holder, and notify the Fiscal Agent in writing of the final revisions before the Redemption Date. In the absence of any such objection notice from the Holder, the Preliminary P&I Schedule shall be deemed accepted by the Holder and shall become the principal and interest payment schedule for the Bond after the Redemption Date.

The City has covenanted that, so long as any portion of this Bond is Outstanding and unpaid, the City will annually levy the Special Tax in accordance to the Rate and Method and make provision for the collection of the Special Tax in amounts which will be sufficient, after making reasonable allowances for contingencies and errors in the estimates, to yield proceeds equal to the amounts required for compliance with the agreements, conditions, covenants and terms contained herein, and which in any event will be sufficient to pay the interest on and principal of this Bond as they become due and payable and to pay all current Administrative Expenses as they become due and payable in accordance with the provisions and terms of the Fiscal Agent Agreement.

Any transfer of this Bond shall be subject to the conditions set forth in Fiscal Agent Agreement, including the delivery to the City and Fiscal Agent of a letter from the proposed transferee (the "Transferee") which meets the requirements set forth in the Fiscal Agent Agreement. Subject to the restrictions set forth in the Fiscal Agent Agreement, the registration of this Bond is transferable on the registration books kept by the Fiscal Agent by the Holder or by such Holder's duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Fiscal Agent duly executed by the Holder or such Holder's duly authorized attorney, and thereupon a new Bond certificate in the same aggregate principal amount will be issued to the transferee in exchange therefor in the manner, subject to the conditions and terms and upon payment of the charges provided in the Fiscal Agent

Agreement. The City and the Fiscal Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and for all other purposes.

The rights and obligations of the City and of the Holder of this Bond may be amended at any time in the manner, to the extent and upon the terms provided in the Fiscal Agent Agreement by the execution and delivery of a Supplemental Agreement by the City and the Fiscal Agent, which Supplemental Agreement shall become binding upon the written consent of the Holder (which consent shall not be unreasonably withheld).

This Bond shall not be entitled to any benefits under the Fiscal Agent Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually signed by an authorized signatory of the Fiscal Agent.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other obligations of the City and the District, does not exceed any limit prescribed by the laws of the State of California and is not in excess of the principal amount of the Bond permitted to be issued under the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the City of Highland, for and on behalf of the District, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Clerk of the City.

CITY OF HIGHLAND,
for and on behalf of the City of Highland
Community Facilities District No. 2001-1

By_____
Mayor

Countersigned:

_____
City Clerk

[City Seal]

[FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION]

This Bond has been issued pursuant to the within-mentioned Fiscal Agent Agreement, and has been authenticated on _____, 20__.

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By_____
Authorized Signatory

==========

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

_____
_____
_____
(name, address, tax identification number)

the within Bond and do(es) hereby irrevocably constitute and appoint

_____ attorney to transfer the same on the registration books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

FORM OF INVESTOR LETTER

[Date]

City of Highland
Highland, California

U.S. Bank National Association, as Fiscal Agent
Los Angeles, California

Re: City of Highland Community Facilities District No. 2001-1 , Special Tax Refunding Bond, Issue of 2021 (the "**Bond**")

Ladies and Gentlemen:

The undersigned (the "**Investor**") is delivering this letter (this "**Letter**") pursuant to Section 2.08(b) of the Fiscal Agent Agreement, dated as of June 1, 2021 (the "**Fiscal Agent Agreement**"), by and between the City of Highland (the "**City**"), acting for and on behalf of City of Highland Community Facilities District No. 2001-1 (the "**District**"), and the Fiscal Agent thereunder. Capitalized terms used but not otherwise defined in this Investor Letter have the meanings ascribed to them in the Fiscal Agent Agreement.

In connection with the purchase by the Investor of the above-referenced Bond, in the principal amount of $_____, the Investor hereby certifies, represents, warrants and agrees for the benefit of the City as follows:

1. The Investor is duly and validly organized under the laws of its jurisdiction of incorporation or organization, and is authorized to make the investment being made by it in the Bond as a lawful investment of the Investor.

2. The undersigned officer of the Investor is duly appointed, qualified and acting representative of the Investor and authorized to make the certifications, representations and warranties contained herein on behalf of the Investor.

3. The Investor understands that: (A) the Bond is the special, limited obligation of the City issued for and on behalf of the District, and is repayable, as to interest and principal, exclusively from the Special Tax Revenues and moneys in the Special Tax Fund and the accounts therein (excluding the Administrative Expense Account), (B) the Bond does not constitute general debt, liability or obligation of the City, (C) the City shall not be required to advance any money derived from any source of income or property other than the Special Tax Revenues and moneys in the Special Tax Fund and the accounts therein for the payment of the interest on or the principal of the Bond, and (D) neither the City Council nor the City nor any officer or employee thereof shall be liable for the payment of the interest on or principal of the Bond otherwise than from the Special Tax Revenues and the Special Tax Fund and the accounts therein, as provided in the Fiscal Agent Agreement.

4. The Investor is: (A) a "qualified institutional investor" as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), or (B) an "accredited investor" as that term is defined in Regulation D under the Securities Act.

5. The Investor has such knowledge and experience in financial and business matters in general, and in transactions such as the investment in the Bond in particular, that it is capable of evaluating and has evaluated the merits and risks of such investment and the Investor is capable and prepared to bear such risks.

6. The Investor acknowledges that it has either been supplied with or been given access to information, financial statements and other financial information, which it has requested from the City and to which the Investor attaches significance to evaluate the merits and risks of investing in the Bond. The Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the District, the Fiscal Agent Agreement and the Bond (and the security therefor) to make a decision to invest in the Bond.

7. The Investor is currently investing in the Bond for its own account (or that of its consolidated taxpayer group) and not with a present view to, or for resale in connection with, any distribution of the Bond or any beneficial interests therein. The Investor intends at this time to retain the Bond for its own account (or that of its consolidated taxpayer group), for an indefinite period of time, and does not intend at this time to dispose of all or any part of its rights to the Bond. The Investor understands that it may need to bear the risks of such investment for an indefinite period of time, because any transfer or assignment of its rights of the Bond prior to the final maturity of the Bond may not be possible due to a variety of potential circumstances and reasons.

8. The Investor understands and agrees that the Bond may not be transferred except in accordance with this Letter and Section 2.08 of the Fiscal Agent Agreement.

9. The Investor agrees that the Bond is not, and is not intended to be, registered under the Securities Act and that such registration is not legally required as of the date hereof, and further understands that the Bond: (a) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating agency, and (d) will be delivered in a form that will not be readily marketable. The City has not prepared any offering document (in the form of an official statement or otherwise) with respect to the Bond. The Investor has made its own inquiry and analysis with respect to the Bond and the security therefor, and other material factors affecting the security and payment of the Bond. The Investor is aware that there may be certain economic variables and risks that could adversely affect the security for the Bond.

10. The Investor has complied with all law applicable to it with respect to the Investor's purchase and acceptance of the Bond.

11. In the event of the Investor's transfer of the Bond, as between the Investor and any transferee on the one hand, and the City on the other, the Investor and the transferee shall be responsible for ensuring that each such assignment complies with all applicable law (including

but not limited to securities law, to the extent applicable), and the City shall have no responsibility or liability whatsoever in connection with any such non-compliance.

12. The interpretation of the provisions hereof shall be governed and construed in accordance with California law without regard to principles of conflicts of laws.

13. All representations of the Investor contained in this Letter shall survive the [issuance of the Bond][acceptance of the transfer of the Bond)] as representations of fact existing as of the date of execution and delivery of this Letter.

[INVESTOR]

By: _____

Print Name: _____

Title: _____

Attachment #3

Escrow Agreement

ESCROW AGREEMENT

by and between

CITY OF HIGHLAND,
for and on behalf of

CITY OF HIGHLAND
COMMUNITY FACILITIES DISTRICT NO. 2001-1

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee and Escrow Agent

Dated as of June 1, 2021

Relating to the Defeasance and Redemption of

City of Highland
Community Facilities District No. 2001-1
Special Tax Refunding Bonds, Series 2011

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APPENDIX A REFUNDING REQUIREMENT
APPENDIX B ESCROW SECURITIES
APPENDIX C FORM OF NOTICE OF DEFEASANCE

ESCROW AGREEMENT

This Escrow Agreement (this "**Agreement**") dated as of June 1, 2021, is made and entered into by and between the City of Highland, a public body, corporate and politic, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "**City**"), for and on behalf of the City of Highland Community Facilities District No. 2001-1 (the "**District**") and U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as the Trustee under the Indenture (defined below) and escrow agent hereunder (the "**Escrow Agent**").

RECITALS:

A. The City, for and on behalf of the District, issued its Community Facilities District No. 2000-1 Special Tax Refunding Bonds, Series 2011, in the aggregate principal amount of $5,355,000 (the "**2011 Bonds**").

B. The 2011 Bonds were issued pursuant to a Bond Indenture, dated as of August 1, 2011 (the "**Indenture**"), by and between the City and U.S. Bank National Association, as trustee (in such capacity, the "**Trustee**").

C. The City, for and on behalf of the District, is issuing its Community Facilities District No. 2001-1 Special Tax Refunding Bonds, Issue of 2021 (the "**2021 Bond**"), to refund all of the outstanding 2011 Bonds (the "**Refunded Bonds**").

D. Pursuant, and subject, to the terms of the Indenture, if there has been deposited with the Escrow Agent, to be held in escrow, cash or qualified securities (or a combination thereof) which shall provide sufficient moneys to pay and redeem the Refunded Bonds on a designated redemption date, then the lien with respect to the Refunded Bonds under the Indenture shall cease (except for the payment thereof from the moneys held in escrow by the Trustee) and the Refunded Bonds shall be defeased.

E. In order to provide for the proper and timely application of the moneys to be deposited in escrow for the payment of the Refunded Bonds, the City has determined to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Definitions. Unless the context clearly requires otherwise, capitalized terms used in this Agreement shall have the meanings ascribed to them in the introductory paragraph and the Recitals hereof, and if not found therein, in the Indenture. In addition, as used herein, the following terms shall have the following meanings:

"**2021 Fiscal Agent**" means U.S. Bank National Association, in its capacity as the fiscal agent under the 2021 Fiscal Agent Agreement.

"**2021 Fiscal Agent Agreement**" means the Fiscal Agent Agreement, dated as of June 1, 2021, by and between the City, for and on behalf of the District, and 2021 Fiscal Agent, relating to the 2021 Bond.

"**Bond Counsel**" means Richards, Watson & Gershon, A Professional Corporation, or such other attorney or firm of attorneys of nationally recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code selected by the City.

"**Closing Date**" means June ___, 2021, the date on which the 2021 Bond is being issued.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Escrow Fund**" means the fund by that name established by the Escrow Agent pursuant to Section 4, for the payment and redemption of the Refunded Bonds.

"**Escrow Securities**" means the Investment Securities to be deposited in the Escrow Fund, as described in Appendix B.

"**Investment Securities**" means noncallable direct obligations of the United States of America, or bonds or other obligations which are noncallable and the payment of principal and interest of which are unconditionally and fully guaranteed by the United States of America, to mature or be withdrawable, as the case may be, not later than the time when needed for the payment and redemption of the Refunded Bonds in order to discharge the pledge and lien securing the Refunded Bonds.

"**Redemption Date**" means September 1, 2021.

"**Refunded Bonds**" means the 2011 Bonds to be defeased and redeemed pursuant to this Agreement.

"**Refunding Requirement**" means an amount sufficient to pay the principal, interest and the redemption premium (if any) with respect to the Refunded Bonds on the Redemption Date as set forth in Appendix A.

"**Reserve Account**" means the Reserve Account within the Special Tax Fund established and held by the Escrow Agent (in its capacity as Trustee) pursuant to the Indenture.

"**Special Tax Fund**" means the Special Tax Fund established and held by the Escrow Agent (in its capacity as Trustee) pursuant to the Indenture.

"**Surplus Fund**" means the Surplus Fund established and held by the Escrow Agent (in its capacity as Trustee) pursuant to the Indenture.

Section 2. **Escrow Agent's Acceptance of Duties**. The Escrow Agent hereby accepts the duties and obligations expressly provided in this Agreement and agrees that the irrevocable instructions to the Escrow Agent contained herein are in a form satisfactory to it.

Section 3. **Incorporation of Indenture**. The applicable and necessary provisions of the Indenture, including redemption provisions and redemption provisions set forth in Articles IV and IX of the Indenture, are incorporated herein by reference. Reference herein to, or citation herein of, any provisions of the Indenture shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

Section 4. **Escrow Fund; Deposits**.

(a) There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the "Escrow Fund," to be held by the Escrow Agent separate and apart from all other funds of the City or the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

(b) On the Closing Date, the City shall cause to be transferred to the Escrow Agent a portion of the proceeds of the 2021 Bond, in the amount of $_____, which the Escrow Agent shall deposit into the Escrow Fund.

(c) On the Closing Date, the Escrow Agent shall transfer the following funds and accounts held under the Indenture to the Escrow Fund: (i) $_____ from the Reserve Account, (ii) $_____ from the Interest Account, (iii) $_____ from the Special Tax Fund, (iv) $_____ from the Administrative Expense Account, and (v) $_____ from the Surplus Fund.

(d) The sum of the deposits into the Escrow Fund, as described in this Section 4, is $_____.

Section 5. **Maintenance of Escrow Fund**.

(a) The Escrow Agent, upon receipt of the moneys described in Section 4, shall immediately: (i) invest $_____ of such moneys in the Escrow Securities set forth in Appendix B, (ii) deposit such securities in the Escrow Fund, and (iii) hold the remaining $0.60 as cash, uninvested, in the Escrow Fund.

(b) All proceeds received upon the maturity of the Escrow Securities, including interest earnings thereon, shall be retained in the Escrow Fund. The Escrow Agent is hereby authorized and empowered to deposit uninvested monies held hereunder from time to time in a demand deposit account, without payment of interest thereon as provided hereunder, established at commercial banks that are corporate affiliates of the Escrow Agent.

(c) Notwithstanding the foregoing or any other provision of this Agreement to the contrary, at the written request of the City and upon compliance with the conditions hereinafter set forth, the Escrow Agent shall have the power to sell, transfer, request the redemption of or otherwise dispose of some or all of the Escrow Securities in the Escrow Fund and to substitute Investment Securities. The foregoing may be effected only if: (i) the substitution of Investment Securities for the substituted Escrow Securities occurs simultaneously; (ii) the amounts of and dates on which the anticipated moneys from such Escrow Account to be available for the payment or redemption of the Refunded Bonds on each payment or redemption date identified in Appendix A will not be diminished or postponed thereby, as shown in the

certification (described below) of an independent certified public accountant; (iii) the Escrow Agent shall receive the unqualified opinion of counsel to the effect that the City has the right and power to effect such disposition and substitution; and (iv) the Escrow Agent shall receive from an independent certified public accountant a certification that, immediately after such transaction, the principal of and interest on the Investment Securities in the Escrow Fund will, together with other moneys available for such purpose, be sufficient to pay the Refunding Requirement. Any cash received from the disposition and substitution of Escrow Securities pursuant to this Section to the extent that, as shown in such certification, such cash will not be required, in accordance with the 2021 Fiscal Agent Agreement and this Agreement, at any time for the payment when due as provided in Section 6, shall be transferred to the City.

(d) The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the City the right to receive brokerage confirmations of security transactions as they occur, the City will not receive such confirmations to the extent permitted by law. The Escrow Agent shall furnish the City periodic cash transaction statements which shall include detail for all investment transactions made by the Escrow Agent under this Agreement. The Escrow Agent may make any investments under this Agreement through its own bond or investment department or trust investment department, or those of its parent or any affiliate as principal or agent. The Escrow Agent or any of its affiliates may act as a sponsor, advisor or manager in connection with any investments made by the Escrow Agent under this Agreement.

Section 6. **Payment of Refunding Requirement**. The Refunded Bonds will be redeemed on September 1, 2021 (*i.e.*, the Redemption Date). On the Redemption Date, the Escrow Agent shall disburse from the Escrow Fund an amount sufficient to pay the Refunding Requirement as indicated on Appendix A and apply such moneys to pay for the redemption of the Refunded Bonds for the equal and ratable benefit of the holders of the Refunded Bonds.

Section 7. **Verification**. The City has caused schedules to be prepared relating to the sufficiency of the funds deposited in the Escrow Fund to pay the Refunding Requirement. The City shall furnish the Escrow Agent with the report of _____, verifying the mathematical accuracy of the computations contained in such schedules.

Section 8. **Compliance with Agreement and Indenture**. The Escrow Agent hereby agrees that the Escrow Agent will take all the actions required to be taken by it hereunder, including the timely transfer of moneys for the payment of principal, interest and redemption premium (if any) with respect to the Refunded Bonds, in order to effectuate this Agreement. The liability of the Escrow Agent for the payment of the Refunding Requirement, pursuant to this Section and under the Indenture, shall be limited to the application, in accordance with this Agreement, of moneys in the accounts of the Escrow Fund (including interest earnings thereon, if any) available for the purposes of and in accordance with this Agreement.

Section 9. **Tax Covenant**. Notwithstanding any other provision of this Agreement, the City hereby covenants that no part of the proceeds of the 2021 Bond or of the moneys or funds held by the Escrow Agent hereunder shall be used, and that the City shall not direct the Escrow Agent to use any of such moneys or funds at any time, directly or indirectly, in a manner that would cause the 2021 Bond to be an "arbitrage bond" under Section 148 of the Code and the

regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to the 2021 Bond. Neither the City nor the Escrow Agent shall transfer or otherwise dispose of moneys held in the Escrow Fund except as set forth in this Agreement; provided that the Escrow Agent may effectuate the transfer of such moneys to a successor Escrow Agent in accordance with the provisions of Section 15 relating to the transfer of rights and property to successor Escrow Agents.

Section 10. **Defeasance and Redemption Notices**. As soon as practicable upon the Escrow Agent's receipt of moneys for deposit in the Escrow Fund pursuant to Section 4, the Escrow Agent shall send notices of defeasance to the registered owners of the Refunded Bonds, substantially in the form set forth in Appendix C. No later than the 30 days (but not more than 60 days) before the Redemption Date, the Escrow Agent shall also send notices of redemption for the Refunded Bonds in accordance with the Fiscal Agent Agreement.

Section 11. **Defeasance of Refunded Bonds**. Concurrently with the deposit of the moneys in the accounts of the Escrow Fund pursuant to Sections 4, the Refunded Bonds will no longer be deemed to be outstanding and unpaid within the meaning and with the effect expressed in the Indenture.

Section 12. **Nature of Lien**. The escrow hereby created shall be irrevocable. The holders of the 2011 Bonds shall have an express lien on all of the moneys in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

Section 13. **Amendments**. This Agreement is made pursuant to and in furtherance of the Indenture and for the benefit of the City and the holders from time to time of the Refunded Bonds and shall not be repealed, revoked, altered, amended or supplemented without the written consent of all such holders and the written consent of the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such holders enter into such agreement supplemental to this Agreement as shall not materially adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Agreement;

(b) To grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent;

(c) To transfer to the Escrow Agent and make subject to this Agreement additional funds, securities or properties;

(d) To conform the Agreement to the provisions of any law or regulations governing the tax-exempt status of the Refunded Bonds and the 2021 Bond in order to maintain their tax-exempt status; and

(e) To make any other change determined by the City to be not materially adverse to the holders of the Refunded Bonds.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Section 14. **Compensation of Escrow Agent**. In consideration of the services rendered by the Escrow Agent under this Agreement, the City agrees to and shall pay to the Escrow Agent its proper fees and expenses in accordance with the agreement therefor reached by the Escrow Agent and the City, including all reasonable expenses, charges, counsel fees and other disbursements incurred by it or by its attorneys, agents and employees in and about the performance of their powers and duties hereunder, from any moneys of the City lawfully available therefor and the Escrow Agent shall have no lien whatsoever upon any of the moneys in the Escrow Fund for the payment of such proper fees and expenses.

Section 15. **Resignation or Removal of Escrow Agent; Appointment of Successor**. The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the duties hereby created by giving written notice to the City specifying the date when such resignation will take effect, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Refunded Bonds or by the City as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the City and signed by the registered holders of a majority in principal amount of the Refunded Bonds. The Escrow Agent may also be removed at any time by the City with not less than 30 days' written notice to the City and the Authority and the registered holders of the Refunded Bonds.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor Escrow Agent may be appointed by the holders of a majority in principal amount of the Refunded Bonds, by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the City shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in principal amount of the Refunded Bonds, and any such temporary Escrow Agent so appointed by the City shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the City pursuant to the foregoing provisions of this Section within 30 days after written notice of the removal or resignation of the Escrow Agent has been given to the City, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a

successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a national banking association or a corporation with trust powers organized under the banking laws of the United States or any state, and shall have at the time of appointment capital and surplus of not less than $50,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City, an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the City execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and duties of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all moneys and securities, if any, held by it to its successor. Should any transfer, assignment or instrument in writing from the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instrument in writing shall, on request, be executed, acknowledged and delivered by the City.

Any entity into which the Escrow Agent, or any successor to it, may be merged or converted or with which it or any successor to it may be consolidated, or any entity resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party, shall, if it meets the qualifications set forth in the fifth paragraph of this Section, and if it is otherwise satisfactory to the City, be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 16. **Limitation of Powers and Duties**. The Escrow Agent shall have no power or duty to invest any funds held under this Agreement except as provided in Section 5. The Escrow Agent shall have no power or duty to transfer or otherwise dispose of the moneys held hereunder except as provided in this Agreement.

Section 17. **Indemnification**. To the extent permitted by law, the City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the moneys and securities deposited therein, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Agreement; provided,

however, that the City shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's agents, employees or servants. In no event shall the City or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement and removal or resignation of the Escrow Agent.

Section 18. **Limitation of Liability**. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the sufficiency of the moneys and securities held hereunder to accomplish the payment and redemption of the Refunded Bonds, or any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall incur no liability for losses arising from any investment made in accordance with this Agreement. The recitals of fact contained in the Recitals of this Agreement shall be taken as the statements of the City, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of any securities purchased pursuant hereto, and any moneys to accomplish the payment and redemption of the Refunded Bonds pursuant to the Indenture or to the validity of this Agreement as to the City and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. Anything in this Agreement notwithstanding, the Escrow Agent shall not be liable for any consequential (i.e., special or indirect) losses or damages in performing its duties or in exercising its rights or power pursuant to this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the City. Whenever the Escrow Agent deems it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of nationally recognized bond counsel) may be deemed to be conclusively established by a written certification of the City. Whenever the Escrow Agent shall deem it necessary or desirable that a matter specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of nationally recognized bond counsel be proved or established prior to taking, suffering, or omitting any such action, such matter may be established only by such a certificate or such an opinion. No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties in accordance with this Agreement, or in the exercise of its rights or powers.

Section 19. **Termination**. This Agreement shall terminate when moneys have been applied to redeem and pay the Refunded Bonds pursuant to Section 6. Upon such termination, all moneys remaining in the Escrow Fund, if any, after payment of any amounts due the Escrow

Agent hereunder shall be transferred to the 2021 Fiscal Agent for deposit in the Special Tax Fund established under 2021 Fiscal Agent Agreement, and the Escrow Fund shall be closed.

Section 20. **Governing Law**. This Agreement shall be governed by the law of the State of California.

Section 21. **Severability**. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

All the covenants, promises and agreements in this Agreement contained by or on behalf of the City or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 22. **Counterparts**. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and appointed or elected officials as of the date first written above.

CITY OF HIGHLAND,
for and on behalf of City of Highland
Community Facilities District No. 2001-1

By:_____
City Manager

ATTEST:

By:_____
City Clerk

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By:_____
Authorized Officer

APPENDIX A

REFUNDING REQUIREMENT

Redemption Date	Principal	Interest	Redemption Premium	Refunding Requirement
September 1, 2021	$3,025,000		-N/A-	

* Consists of the following 2011 Bonds to be redeemed on the Redemption Date:

Maturity Date (September 1)	Principal	Interest Rate	Redemption Price
2021	$315,000	5.000	100% (maturity)
2022	335,000	5.000	100
2023	345,000	5.000	100
2024	370,000	5.125	100
2028	1,660,000	5.500	100

APPENDIX B

Escrow Securities

Securities Type	Maturity	Principal Amount	Coupon	Expected Receipt at Maturity (including principal and interest)

---

* The expected receipt of $_____, together with the $____ of uninvested cash in the Escrow Fund, will be sufficient to pay the Refunding Requirement of $_____ on the Redemption Date of September 1, 2021.

APPENDIX C

Form of

NOTICE OF DEFEASANCE

With reference to

City of Highland
Community Facilities District No. 2001-1
Special Tax Refunding Bonds, Series 2011
*(CUSIP Nos. 430039ER4, 430039ES2, 430039ET0, 430039EU7, 430039EV5)**

Dated: June __, 2021

This Notice is being given on behalf of the City of Highland (the "**City**") to the owners of the above-captioned bonds (the "**2011 Bonds**"), issued by the City for and on behalf of the City of Highland Community Facilities District No. 2001-1 (the "**District**").

The 2011 Bonds were issued pursuant to a Bond Indenture, dated as of August 1, 2011 (the "**Indenture**"), by and between the City and U.S. Bank National Association, as trustee (the "**Trustee**")

Pursuant to the Indenture, the lien with respect to the 2011 Bonds under the Indenture has been discharged through the irrevocable deposit of cash and certain securities (consisting of non-callable United States Treasury obligations) in an escrow fund (the "**Escrow Fund**"), and held pursuant to an Escrow Agreement, dated as of June 1, 2021 (the "**Escrow Agreement**"), by and between the City and the Trustee.

Such deposit into the Escrow Fund has been calculated to provide sufficient moneys to: (i) pay the principal of and interest on the 2011 Bonds scheduled to be due through and including September 1, 2021, and (ii) redeem on September 1, 2021, all 2011 Bonds maturing after September 1, 2021, at a redemption price equal to 100 percent of the principal thereof, plus unpaid accrued interest thereon, without premium.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

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* Neither the City nor the Trustee shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness. It is included solely for convenience of the owners of the 2011 Bonds.

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 2021

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: David Kinzle, Project Manager

SUBJECT: Amendment to Measure I Five-Year Capital Improvement Program (Fiscal Years 2020/2021 through 2024/2025)

RECOMMENDATION: Adopt Resolution No. 2021-___ approving the Amended Measure I Five-Year Capital Improvement Program (Fiscal Years 2020/2021 through 2024/2025)

FISCAL IMPACT: Since Measure I funds are restricted to roadway improvement and pavement maintenance type projects, changes in the approved Measure I Five-Year Capital Improvement Program to reflect the City's latest plan to utilize its Measure I funds will not affect other City services.

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 Measure I Five-Year Capital Improvement Program (Measure I CIP) serves as a planning guide for the City's expenditure of Measure I Local Pass-Through funds. On August 25, 2020, City Council adopted Resolution 2020-046 approving the Measure I CIP for Fiscal Years 2020/2021 through 2024/2025.

In accordance with SBCTA guidelines, projects included in the Measure I CIP are not subject to SBCTA approval and can be changed at the discretion of the City Council, as long as the changes are consistent with the Measure I Local Street Program policies, and SBCTA is kept informed of the changes.

On April 27, 2021, the Finance Subcommittee approved the City's Five-Year Capital Improvement Program (CIP) as part of the biennial budget approval process. The Measure I CIP is now being

Approved _____	Motion _____	Second _____	Agenda Item No. 13
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

D Hughes

City Clerk

City Manager

amended to be consistent with the City's CIP. The proposed changes are highlighted in yellow on the attached Amended Measure I CIP showing the appropriate street locations, construction year and Measure I fund amount applicable to each Measure I project.

Attachments:

Resolution approving amendment to Measure I 5-Year CIP
Amended 5-Year Measure I Capital Improvement Program

M:\SBCTA (FORMERLY SANBAG)\2020-2025 MSR I CIP\AMENDMENT\MSR I CIP AMENDMENT 1-STAFF REPORT.DOC

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, APPROVING AMENDED FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR MEASURE I LOCAL STREET PROGRAM FOR FISCAL YEARS 2020/2021 THROUGH 2024/2025

WHEREAS, San Bernardino County voters approved passage of Measure I 1990-2010 in November 1989 and renewed as Measure I 2010-2040 in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 and Ordinance No. 04-01 of the Authority; and

WHEREAS, Expenditure Plans of the Ordinance require each local jurisdiction receiving revenue from the tax to expend those funds pursuant to a Capital Improvement Program adopted by resolution of the local jurisdiction; and

WHEREAS, Expenditure Plans of the Ordinance also require that each local jurisdiction annually adopt and update its Capital Improvement Plan; and

WHEREAS, SBCTA allows local jurisdictions the opportunity to amend the annually adopted Measure I Five-Year Local Street Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Highland, State of California, hereby amends the Measure I Five Year Capital Improvement Program for Fiscal Years 2020/2021 through 2024/2025, a copy of which is attached to this Resolution.

PASSED, APPROVED AND ADOPTED this 25th day of May, 2021.

_____
Penny Lilburn, Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

Resolution Number: 2021-
Resolution Approval Date: 5/25/2021

Contact Person/Title: Carlos Zamano
Phone: (909) 864-8732
Email: czamano@cityofhighland.org

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN - AMENDED

Fiscal Years 2020/2021 thru 2024/2025

HIGHLAND

6/30/20 Carryover Balance: **$2,352,000.00**

Named Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2020/21 Est. Revenue $813,889.00		FY2021/22 Est. Revenue $969,610.00		FY2022/23 Est. Revenue $932,571.00		FY2023/24 Est. Revenue $960,446.00		FY2024/25 Est. Revenue $990,105.00		Total Est. Rev. $4,666,621.00
						Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Carryover Funds	Current Estimate	Total
brg04004a - Street Improvement - Boulder Avenue (San Manuel Village Entrance to Greenspot Road)	Yes	No	100%	0%	566,000.00	340,000.00	0.00	226,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$566,000.00**
LRS19001 - Develop Local Roadway Safety Plan	No	No	100%	0%	8,000.00	6,000.00	0.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$8,000.00**
ola20002 - Cunningham Street (21/22 CDBG)	No	No	100%	0%	102,000.00	0.00	0.00	51,000.00	0.00	51,000.00	0.00	0.00	0.00	0.00	0.00	**$102,000.00**
ola- CDBG 22/23 Project	No	No	100%	0%	102,000.00	0.00	0.00	0.00	0.00	102,000.00	0.00	0.00	0.00	0.00	0.00	**$102,000.00**
ola16001- Rehab - 7th St., Elmwood St., Fisher St., Paloma Rd., Walker St. (CDBG 16/17)	No	No	100%	0%	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$5,000.00**
ola17001- Rehab - Michael St., Court St., Elm St. (17/18 CDBG)	No	No	100%	0%	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$5,000.00**
ola18001- Rehab - Elmwood St., McKinley St., and Walker St. (18/19 CDBG)	No	No	100%	0%	77,000.00	72,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$77,000.00**
ola19001- Rehab - Del Rosa Ave., Elm St., and San Francisco St. (19/20 CDBG)	No	No	100%	0%	42,000.00	37,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$42,000.00**
ola20001- Central Avenue (20/21 CDBG)	No	No	100%	0%	43,000.00	38,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$43,000.00**
Sector A Pavement Rehabilitation (Attachment "A")	No	No	100%	0%	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$5,000.00**
Sector B and C Pavement Maintenance (Attachment "B" & "C")	No	No	100%	0%	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$5,000.00**
Sector D Pavement Rehabilitation and Maintenance (Attachment "D" & "E")	No	No	100%	0%	1,405,000.00	200,000.00	1,200,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$1,405,000.00**
Sector E Pavement Rehabilitation and Maintenance (Attachment "F" & "G")	No	No	100%	0%	1,268,000.00	175,000.00	0.00	0.00	1,093,000.00	0.00	0.00	0.00	0.00	0.00	0.00	**$1,268,000.00**
str07009- Street Improvement - Cunningham St./Hillview St./Bruce St./Crest St.	No	No	100%	0%	10,000.00	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$10,000.00**
str11005 - 9th Street (Cunningham St. to Palm Ave.) & Church Ave./Norwood St. Intersection	No	No	100%	0%	116,000.00	0.00	0.00	116,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$116,000.00**
str11006 - McKinley St (9th St. to Base Line) & Base Line/Valaria Dr. Intersection	No	No	100%	0%	212,000.00	162,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$212,000.00**
str12005- Street Improvement-10th St./Drummond Ave./Cole Ave./14th St.	No	No	100%	0%	405,000.00	405,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$405,000.00**
str17001- Bikeway-City Creek/Alabama Street Bikeways	Yes	Yes	100%	0%	357,000.00	0.00	11,000.00	0.00	75,000.00	0.00	83,000.00	0.00	188,000.00	0.00	0.00	**$357,000.00**
str18002 - Tippecanoe Avenue (9th St. to Vine St.) Pavement Rehabilitation	No	No	100%	0%	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$2,000.00**
str20003- Tippecanoe Avenue (3rd St. to Vine St.) - Joint Project with SB County	No	No	100%	0%	319,000.00	0.00	0.00	0.00	319,000.00	0.00	0.00	0.00	0.00	0.00	0.00	**$319,000.00**
swk19001- Transit- Stops, Sidewalk and Bikeway Improvements on 9th St. (Eucalyptus Dr. to Victoria Ave.)	Yes	No	100%	0%	67,000.00	40,000.00	0.00	27,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$67,000.00**
swk19002- Transit - Stop Access Improvements on Base Line, Boulder Ave., 9th St., and Olive Tree Ln.	Yes	No	100%	0%	24,000.00	0.00	20,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$24,000.00**
str15002-Highland/Redlands Regional Connector - Orange St., Streater Dr./Glenheather Dr. & Love St.	Yes	Yes	100%	0%	216,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	216,000.00	0.00	0.00	**$216,000.00**
Named Projects Total:						$1,502,000.00	$1,231,000.00	$501,000.00	$1,487,000.00	$153,000.00	$83,000.00	$0.00	$404,000.00	$0.00	$0.00	**$6,228,000.00**
Total Carryover + Estimate:						$2,733,000.00		$1,988,000.00		$236,000.00		$404,000.00		$0.00		
(%) Named Projects to FY Est. Revenue:						335.80%		205.03%		25.31%		42.06%		0.00%		
Categorical Projects:																
Miscellaneous City-Wide Street Reair	No	No			$500,000.00		100,000.00		100,000.00		100,000.00		100,000.00		100,000.00	**$500,000.00**
Categorical Projects Total:							**$100,000.00**		$100,000.00		**$100,000.00**		**$100,000.00**		$100,000.00	**$500,000.00**
(%) Categorical Projects to FY Est. Revenue:							12.29%		10.31%		10.72%		10.41%		10.10%	

Total Carryover Programming: **$2,156,000.00**
Total Estimated Programming: **$3,705,000.00**
Total Programming: **$5,861,000.00**

Total Programming is currently: 83.51% (must not exceed 150%) of Carryover Balance + Total Est. Revenue.

ATTACHMENT "A"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR A PAVEMENT REHABILITATION

NO.	STREET SECTIONS	FROM	TO
1	6th Street	Tippecanoe Avenue	Del Rosa Drive
2	Del Rosa Avenue	Base Line	Pacific Street
3	Fairfax Lane	Vine Street	7th Street
4	Jane Street	Sterling Avenue	East End
5	Sterling Avenue	Base Line	6th Street
6	Shirley Avenue	4th Street	3rd Street
7	4th Street	Marilyn Avenue	East End
8	9th Street	630' east of Fairfax Lane	East End
9	Ditmar Avenue	Union Street	Vine Street
10	Guthrie Street	Union Street	Vine Street
11	Marilyn Avenue	4th Street	3rd Street
12	Rogers Lane	Union Street	Vine Street
13	Union Street	Rogers Lane	Guthrie Street
14	Vine Street	Sterling Avenue	East End

ATTACHMENT "B"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR B PREVENTATIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
1	13th Street	Alice Street	Vine Street
2	13th Street	Vine Street	Olive Street
3	13th Street	Bangor Ave.	Dundee St.
4	13th Street	Central Avenue	Bell Court
5	13th Street	Bell Court	Orange Street
6	13th Street	Cole Avenue	Reedy Avenue
7	14th Street	Victoria Avenue	Olive Street
8	14th Street	Olive Street	455ft East of Olive St.
9	14th Street	455 ft E/O Olive St.	Central Ave.
10	14th Street	Central Avenue	Orange Street
11	14th Street	Orange Street	Cole Avenue
12	14th Street	Church Avenue	Buckeye Street
13	14th Street	Buckeye Street	Cienega Drive
14	14th Street	Bonita Drive	Church Avenue
15	15th Street	Alice Street	Olive Street
16	19th Court	Valaria Drive	Lynwood Way
17	21st Street	Valeria Drive	Lynwood Way
18	Alice St.	15th Street	North End
20	Alice Street	15th Street	14th Street
21	Atlantic Avenue	West City Limit	La Praix Street
22	Atlantic Avenue	La Praix Street	Seine Avenue
23	Bangor Avenue	Mansfield Street	14th Street
24	Bangor Avenue	14th Street	13th Street
25	Bell Court	North CDS	13th Street
26	Bessant St.	Palm Ave.	Bonita Dr.
27	Bonita Drive	North CDS	Fisher Street
28	Bonita Drive	Stratford Street	Bessant Street
29	Bradford Ave.	Fisher St.	North End
30	Braemar Avenue	Bessant Street	Villa Avenue
31	Bruce St.	Marshall Ct.	Cunningham St.
32	Buckeye Street (Excluding New Pavement)	14th Street	Base Line Street
33	Buckeye Street	North End	14th Street
34	Case Street	Robinson Road	Victoria Avenue
35	Center Street	North CDS	Fisher Street
36	Center Street	North City Limit	Main Street
37	Center Street	North CDS	Bessant Street
38	*Central Ave.*	*Stratford St.*	*14th Street*
39	Central Avenue	North City Limit	Fisher Street
40	Central Avenue	Fisher Street	Stratford Street
41	Central Avenue	13th Street	Messina Street

NO.	STREET SECTIONS	FROM	TO
42	Central Avenue	Messina Street	Base Line Street
43	Central Avenue	14th Street	13th Street
44	Church Avenue	Fisher Street	14th Street
46	Church Avenue	Main Street	Fisher Street
47	Church Avenue	14th Street	Base Line Street
48	Church Avenue	North City Limit	Main Street
49	Cienega Drive	North CDS	14th Street
50	Clifton Avenue	Orange Street	East CDS
51	Cole Avenue	545' S/O 14th Street	Base Line Street
52	Cole Avenue	North End	14th Street
53	Cole Avenue	North CDS	Nona Avenue
54	Cole Avenue	14th Street	545ft South of 14th St.
55	Colwyn Avenue	14th Street	13th Street
56	Colwyn Avenue	Stratford Street	14th Street
57	Dundee Avenue	14th Street	13th Street
58	Fisher Street	Palm Avenue	Church Avenue
59	Foster Avenue	Palm Avenue	East End
60	Foster Avenue	Buckeye Street	Villa Court
61	Goodman Ct.	Victoria Ave.	East End
62	Hillview St.	Base Line	Hillview St.
63	Hillview Street	North CDS	Wakefield Court
64	Hillview Street	Wakefield Court	Hillview Street
65	Kensington Court	North CDS	Hillview Street
66	La Praix Street	21st Street	Atlantic Avenue
67	La Verne Court	13th Street	North CDS
69	Lynwood Way	21st Street	Valeria Place
70	Lynwood Wy.	19th Street	17th Street
71	Main St.	Center St.	Church Ave.
72	Main Street	Palm Avenue	Center Street
73	Mansfield St.	San Francisco St.	Vine St.
74	Mansfield Street	Olive Street	1061ft East of Olive St.
75	Mansfield Street	Orange Street	East CDS
76	Messina Street	Central Avenue	Cole Avenue
77	Messina Street	Cole Avenue	Reedy Avenue
78	Messina Street	Reedy Avenue	Palm Avenue
79	Millar St.	Orange St.	East End
81	Nona Avenue	Orange Street	Cole Avenue
82	Nona Avenue	Cole Avenue	Palm Avenue
83	Nona Ct.	Nona Ave.	North End
84	Olive St.	14th Street	Mansfield St.
85	Olive St.	Mansfield St.	Pacific St.
86	Olive St.	Base Line	14th Street
87	Orange Street	South edge of I30 Bridge	Millar Street
88	Orange Street	14th Street	13th Street
90	Orange Street	163ft S/O Clifton Ave.	166ft S/O Fisher St.
91	Orange Street	166ft S/O Fisher St.	14th Street

NO.	STREET SECTIONS	FROM	TO
92	Palm Avenue	489ft S/O Fisher St.	Bessant Street
93	Palm Avenue	Foster Avenue	Base Line Street
94	Parker St.	Marshall Ct.	Cunningham St.
95	Reedy Ave.	13th Street	Base Line
96	Robinson Rd.	Highland Ave.	Case Ave.
97	Robinson Road	Case Street	Robinson Road
98	Robinson Road	Robinson Road	Robinson Road
100	San Francisco Ct.	West End	San Francisco St.
102	San Francisco Street	Pacific Street	651ft South of Pacific St.
103	San Francisco Street	651ft S/O Pacific St.	15th Street
104	Stratford Street	West CDS	Church Avenue
105	Stratford Street	Colwyn Avenue	Central Avenue
106	Stratford Street	Central Avenue	Orange Street
107	Stratford Street	Orange Street	City Limit
108	Union Street	Cunningham Street	East CDS
109	Valaria Drive	City Limit	South End
110	Valaria Drive	North CDS	17th Street
111	Villa Avenue	Villa Avenue	13th Street
112	Villa Avenue	Villa Avenue	Orange Street
113	Villa Avenue	Buckeye Street	Villa Avenue
114	Villa Avenue	Palm Avenue	Braemar Drive
115	Villa Avenue	Braemar Drive	Bradford Avenue
116	Vine Street	600ft South of North CDS	15th Street
117	Vine Street	North CDS	600ft S/O North CDS
118	Wakefiled Court	Hillview Street	North CDS
119	Valaria Drive†	17th Street	Pacific St.
120	Vine Street	13th Street	14th Street
122	Bradford Ave.	Villa Avenue	14th Street
124	San Francisco St.	Base Line	200ft N/O Base Line
125	Vine Street	13th Street	14th Street
126	Northerly 10' of Base Line	Cole Avenue	780' w/o Cole Ave.

ATTACHMENT "C"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR C PREVENTIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
1	10th Street	Central Avenue	Lillian Lane
2	10th Street	Lillian Ln.	Drummond Ave.
3	11th Street	West End	Cole Avenue
4	11th Street	Reedy Ave.	Palm Ave.
5	11th Street	Cole Ave.	Reedy ave.
6	6th Street	Peacock Avenue	Shasta Avenue
7	6th Street	Shasta Avenue	Church Avenue
8	7th Street	Peacock Avenue	Shasta Avenue
9	7th Street	Cunningham Street	Colwyn Avenue
10	7th Street	West End	Cunningham St.
11	Benson Court	Bruce Street	North CDS
12	Bonita Drive	Cypress Street	Hibiscus Street
13	Bonita Drive	Base Line Street	Norwood Street
14	Central Ave.	9th Street	10th Street
15	Church Avenue	Harlan Lane	Cypress Street
16	Church Avenue	Norwood Street	Temple Street
17	Church Avenue	Temple Street	Harlan Lane
18	Church Avenue	Cypress Street	Powell Drive
19	Church Avenue	Powell Drive	5th Street
20	Church Avenue	Base Line Street	Norwood Street
21	Cole Ave.	11th Street	10th Street
22	Cole Avenue	Cypress Street	Fleming Street
23	Cole Avenue	Base Line Street	11th Street
24	Colwyn Ave.	Hilbiscus St.	7th Street
25	Colwyn Ave.	7th Street	Fleming St.
26	Corwin Ct.	Parker St.	South End
27	Crest Street	Cole Avenue	East CDS
28	Cunningham St.	Cypress St.	7th street
29	Cunningham St.	9th Street	Union St.
30	Cunningham Street	6th Street	Alley S/O Ward St. N/O 5th Street
31	Cunningham Street	Alley South of Ward Street North of 5th Street	5th Street
32	Cunningham Street	Union Street	Cypress Street
33	Cypress Street	Central Avenue	Cole Avenue
34	Cypress Street	Cole Avenue	Drummond Avenue
35	Cypress Street	Drummond Avenue	Palm Avenue
36	Cypress Street	Palm Avenue	Bonita Drive
37	Cypress Street	Bonita Drive	Church Avenue
38	Cypress Street	Victoria Avenue	Cunningham Street
39	Cypress Street	Cunningham Street	Central Avenue
40	Drummond Avenue	Hibiscus Street	Fleming Street
41	Drummond Avenue	Crest Street	6th Street

ATTACHMENT "C"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR C PREVENTIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
42	Drummond Avenue	9th Street	Cypress Street
43	Dundee Ave.	6th Street	Royce Ln.
44	Eucalyptys Dr.	9th Street	Perry Wy.
45	Fleming St.	Cunningham St.	Colwyn Ave.
46	Fleming St.	San Francisco St.	Cunningham St.
47	Fleming Street	Cole Avenue	Drummond Avenue
48	Fresno Street	Victoria Avenue	San Francisco Street
49	Hibiscus St.	San Francisco St.	Cunningham St.
50	Hibiscus St.	Cunningham St.	Colwyn Ave.
51	Hibiscus St.	Peacock St.	Shasta St.
52	Hibiscus Street	Cole Avenue	Drummond Avenue
53	Hibiscus Street	Central Avenue	Lillian Lane
54	Lilian Ln.	Hibiscus St.	Cypress st.
55	Lillian Lane	Base Line Street	11th Street
56	Lillian Lane	11th Street	10th Street
57	Los Feliz Dr.	11th Street	Temple St.
58	Los Feliz Drive	Rosemary Drive	11th Street
59	Marshall Court	North CDS	South CDS
60	Meines St.	Palm Ave.	West End
61	Norwood Street	Palm Avenue	Peacock Avenue
62	Norwood Street	Peacock Avenue	Bonita Road
63	Norwood Street	Drummond Avenue	Palm Avenue
64	Norwood Street	Cole Avenue	Drummond Avenue
65	Norwood Street	Bonita Drive	Church Avenue
66	Olive Tree Ln.	Base Line	11th street
67	Olive Tree Ln.	11th Street	10th Street
68	Orange St.	Millar St.	208' S/O Nona St.
69	Orange St.	208' S/O Nona st.	Pacific St.
70	Peacock Ave.	Rustic Ln.	Cypress Ave.
71	Peacock St.	Hibiscus St.	6th street
72	Reedy Avenue	11th Street	Crest Street
73	Rosemary Drive	Los Feliz Drive	Victoria Avenue
74	Royce Lane	Cole Avenue	East CDS
75	Royce Ln.	Central Ave.	Valmont Ave.
76	Rustic Lane	Peacock Avenue	East CDS
77	San Francisco St.	7th Street	Fleming St.
78	San Francisco St.	Hilbiscus St.	7th Street
79	San Francisco St.	Sparks St.	Fresno St.
80	San Francisco Street	Base Line Street	Fresno Street
81	Shasta Ave.	Norwood St.	North End
82	Shasta Avenue	Hibiscus Street	6th Street

ATTACHMENT "C"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR C PREVENTIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
83	Silver Berry Drive	Church Avenue	West CDS
84	Springmeadow Ct.	Norwood St.	South End
85	Sweetmeadow Ct.	Norwood St.	South End
86	Union St.	Cunningham St.	East End
87	Union Street	Victoria Avenue	Cunningham Street
88	Valmont Ave.	6th Street	Royce Ln.
89	Ward Street	Victoria Avenue	26596 Ward St.
90	Cunningham St.	6th Street	7th Street
91	Bell Ct.	9th Street	North End
92	Perry Way	Hall Way	Eucalytus Dr.
93	Hall Way	Perry Way	Daniel St.
94	Daniel St.	Eucalyptus Dr.	West End
95	Ward Street	Cunningham St.	East End
CITY FACILITIES			
96	Sheriff Station Parking Lot	26905 Base Line, Highland, CA 92346	
97	City Hall Parking Lot	27215 Base Line, Highland, CA 92346	
98	Community Center/YMCA Parking Lot	7793 Central Ave., Highland, CA 92346	
99	Highland Library Parking Lot	7863 Central Ave., Highland, CA 92346	
100	City Corporate Yard Parking Lot	7935 Central Ave., Highland, CA 92346	

ATTACHMENT "D"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR D REHABILITATION LIST OF STREETS

NO.	STREET	FROM	TO
1	Atlantic Ave.	255' E/O Boulder Ave.	East End
2	Atlantic Ave.	Palm Ave.	Boulder Ave.
3	Base Line	Clubview Dr.	Weaver Street
4	Browning Rd.	Saffron Ave.	North End
5	Clydesdale St.	Hackney St.	North End
6	Highland Ave.	Surrey Ln.	Gala St.
7	Highland Ave.	Hamilton Dr.	Church St.
8	Highland Ave.	Rock Spring Ln.	Cloverhill Dr.
9	Highland Ave.	Clear Spring Ln.	Pleasant View Ln.
10	Oak Ridge Rd.	West End	Gala St.
11	Pacific St.	Buckeye St.	Boulder Ave.
12	Poppet Dr.	York Dr.	Hagy Ave.
13	Seine Ave.	Base Line	Messina St.

ATTACHMENT "E"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR D PREVENTIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
1	19th Court	La Praix Street	West CDS
2	20th Street	La Praix Street	East CDS
3	21st Street	East End	Rainbow Lane
4	Amber Street	Oak Ridge Road	Highland Avenue
5	Amberwood Lane	Rosewood Lane	Cloverhill Road
6	Amberwood Lane	Cloverhill Road	Winterwood Lane
7	Applewood St.	Terrace Dr.	North End
8	Bobcat Ln.	Jackrabbit Ln.	South End
9	Browning Rd.	Greenfield Ln.	Burns Ave.
10	Browning Road	Saffron Avenue	Burns Avenue
11	Browning Road	Greenfield Lane	Base Line Street
12	Carriage Hill Drive	East CDS	West CDS
13	Carriage Hill Drive	West CDS	East CDS
14	Catalpa Avenue	North CDS	Stratford Street
15	Church St.	Orangewood Rd.	Highland Ave.
16	Church Street	Orange Blossom Drive	Orangewood road
17	Clifton St.	La Praix St.	East End
18	Clifton Street	Mountain Avenue	Grove Avenue
19	Coachman Lane	Carriage Hill Drive	West CDS
20	Deerwood Place	Rosewood Lane	South Cul-De-Sac
21	Grove Ave.	Stratford St.	Pacific St.
22	Grove Avenue	Millar Street	Pacific Street
23	Highland Avenue	CloverHill Drive	Clearspring Lane
24	Highland Avenue	Church Street	Rock Spring
25	La Praix Court	21st Street	North CDS
26	La Praix St.	Pacific St.	542' S/O Pacific St.
27	La Praix Street	524ft South of Pacific St.	Stratford Street
28	Laurel Ave.	Pacific St.	North End
29	Laurel Lane	Clifton Street	North CDS

ATTACHMENT "E"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR D PREVENTIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
30	Messina Street	Seine Avenue	159ft East of Siene Ave.
31	Millar Street	Mountain Avenue	Grove Avenue
32	Mountain Ave.	Nona Ave.	Millar St.
33	Mountain Avenue	Nona Avenue	Pasito Street
34	Mountain Avenue	Atlantic Avenue	South End
35	Mountain Avenue	Pacific Street	South End
36	Mountain Laurel Ct.	Orangewood Rd.	South End
37	Nona Avenue	Mountain Avenue	Grove Avenue
38	Oleander Avenue	North CDS	Clifton Street
39	Oleander Avenue	North CDS	Pasito Street
40	Orange Blossom Dr.	Applewood St.	Church St.
41	Orangewood Ln.	Orangewood Rd.	South End
42	Orangewood Rd.	820' E/O Orangewood Ln.	Church St.
43	Orangewood Rd.	Orangewood Ln.	820' E/O Orangewood Ln.
44	Orangewood Road	Terrace Drive	Orangewood Lane
45	Orangewood Road	Arroyo Vista Drive	Terrace Drive
46	Pacific Street	Boulder Avenue	Grove Avenue
47	Pasito St.	Laurel Ave.	Grove Ave.
48	Pasito Street	Mountain Avenue	Laurel Avenue
49	Rainbow Court	La Praix Street	West CDS
50	Rainbow Lane	Seine Avenue	Rainbow Ave.
51	Rainbow Pl.	Rainbow Ln.	North End
52	Rainbow Place	240ft North of Rainbow Ln.	Rainbow Lane
53	Rainbow Place	North End	240ft North of Rainbow Ln.
54	Rhone Avenue	North CDS	Stratford Street
55	Rhone Court	North CDS	21st Street
56	Rhone Court	North CDS	Rainbow Lane
57	Rhone St.	Clifton St.	North End
58	Rosewood Ln.	Cloverhill Rd.	Winterwood Ln.

ATTACHMENT "E"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR D PREVENTIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
59	Sandlewood Pl.	Winterwood Ln.	West End
60	Seine Ave.	Clifton St.	North End
61	Seine Avenue	20th Street	Atlantic Avenue
62	Seine Avenue	North CDS	Stratford Street
63	Seine Court	21st Street	North CDS
64	Stratford St.	Grove Ave.	Mountain Ave.
65	Stratford Street	La Praix Street	Devon Lane
66	Summit Dr.	Terrace dr.	Orangewood Dr.
67	Summit Drive	Live Oak Road	Terrace Drive
68	Surrey Ln.	Highland Ave.	Coachman Ln.
69	Surrey Ln.	Coachman Ln.	Highland Ave.
70	Terrace Drive	Orangewood Road	Summit Drive
71	Terrace Drive	Summit Drive	Applewood Street
72	Terrace Drive	Applewood Street	Church Street
73	Weaver St.	Pleasant View Ln.	Base Line
74	Willowood Lane	Cloverhill Road	Winterwood Lane
75	Winterwood Lane	Amberwood Lane	Rosewood Lane
76	Wisteria Court	North CDS	Garden Lane
77	Carriage Hill Drive	West End	East End

ATTACHMENT "F"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR E PREVENTIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
1	7th Street	Elmwood road	Del Rosa Avenue
2	9th Street	Elmwood road	Del Rosa Drive
3	9th Street	Elmwood road	Bonnie Street
4	9th Street	Bonnie Street	Sterling Avenue
5	9th Street	Sterling Avenue	255ft East of Sterling Avenue
6	9th Street	255ft East of Sterling Avenue	Guthrie Street
7	9th Street	Guthrie Street	Newcomb Street
8	9th Street	Newcomb Street	McKinley Street
9	9th Street	McKinley Street	231ft East of McKinley Street
10	9th Street	231ft East of McKinley Street	117ft East of Eucalyptus Drive
11	9th Street	117ft East of Eucalyptus Drive	677ft East of Eucalyptus Drive
12	9th Street	677ft East of Eucalyptus Drive	Victoria Avenue
13	9th Street	Victoria Avenue	Cunningham Street
14	9th Street	Cunningham Street	Hillview Street
15	9th Street	Hillview Street	536ft East of Hillview Street
16	9th Street	536ft East of Hillview Street	Central Avenue
17	9th Street	Central Avenue	Lillian Lane
18	9th Street	Lillian Lane	Drummond Ave
19	9th Street	Drummond Avenue	Palm Avenue
20	Abbey Wy.	Church St.	1112' E/O Church St.
21	Abbey Wy.	1112' E/O Church St.	East End
22	Aloe Court	172' South of Water Street	South Cul-De-Sac
23	Alta Vista	Santa Ana Canyon Drive	Frontera Del Norte
24	Aplin Street	Water Street	730' N/O Water St.
25	Aranci Way	Goldbuckle Road	Polo Street
26	Aranci Wy.	North End	Goldbuckle Rd.

ATTACHMENT "F"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR E PREVENTIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
27	Ashford Court	Quail Run Drive	East CDS
28	Autumnchase Dr.	Sycamore Dr.	Golden Oak Ln.
29	Base Line Street	Greenbrier Place	Weaver Street
30	Birchwood Pl.	Southwood Ln.	North End
31	Blue Creek Lane	Elder Creek Lane	Willow Creek Lane
32	Bobcat Ln.	North End	Jackrabbit Ln.
33	Bright Spot Road	Weaver Street	665' East of Weaver Street
34	Calle Carrisa	Via Alicia Street	North Cul-De-Sac
35	Canyon Oaks Drive	Oak Park Drive	Willow Oak Lane
36	Catalpa Avenue	Saturn Street	Norwood Street
37	Chanticleer Road	Goldbuckle Road	1567ft North of Goldbuckle Rd.
38	Church Street	Greenspot Road	Old Greenspot Road
39	Church Street	Old Greenspot Road	Abbey Way
40	Cortez Street	Old Greenspot Road	Merris Street
41	Cram Rd.	Kemper Ln.	Water St.
42	Cram Road	Lochnivar Road	Kemper Lane
43	Falkirk Place	Canyon Oak Drive	Glenheather Drive
44	Fox Tail Way	Foxtail Court	Jack Rabbit Lane
45	Fox Tail Way	Glenheather Drive	Foxtail Court
46	Foxtail Ct.	Foxtail Wy.	North End
47	Foxtail Pl.	Foxtail Wy.	South End
48	Gala Street	Highland Avenue	Sheffield Drive
49	Garden Crescent	Palm View Lane	Palm View Lane
50	Goldbuckle Rd.	Weaver St.	Unicorn Wy.
51	Highland Grove Court	Highland Grove Road	North Cul-De-Sac
52	Homestead Lane	North Cul-De-Sac	Whitegate Lane

ATTACHMENT "F"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR E PREVENTIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
53	Jackrabbit Ln.	Church St.	North End
54	Lavender Court	North Cul-De-Sac	Garden Crescent
55	Lavender Court	Palm View Lane	South Cul-De-Sac
56	Lochinvar Rd.	Weaver St.	North End
57	Marilyn Avenue	5th Street	South End
58	Meadow Gate Lane	Club View Drive	Homestead Lane
59	Merris St.	Old Greenspot Rd.	Merris St.
60	Merris Street	Church Street	Merris Street
61	Oak Court	North Cul-De-Sac	Garden Crescent
62	Oak Ct.	Palm View Ln.	South End
63	Old Greenspot Road	Merris Street	East End
64	Palm Avenue	Base Line Street	11th Street
65	Palm Avenue	11th Street	Norwood Street
66	Palm Avenue	Norwood Street	9th Street
67	Palm Avenue	9th Street	Harlin Lane
68	Palm Avenue	Harlin Lane	Cypress Street
69	Palm Avenue	Cypress Street	956ft Soth of Cypress Street
70	Palm Avenue	956ft South of Cypress Street	Meines Street
71	Palm Avenue	Meines Street	5th Street
72	Palm View Ln.	Parkview Ln.	Club View Dr.
73	Parkview Ln.	Greenspot Rd.	North End
74	Pattee Court	Nye Drive	East CDS
75	Pepper Tree Court	Oak Court	Northeast cul-De-Sac
76	Pluto Street	Baseline Frontage	Seine Avenue
77	Polo St.	Goldbuckle Rd.	East End
78	San Benito Street	La Cresta Street	North End

ATTACHMENT "F"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR E PREVENTIVE MAINTENANCE

NO.	STREET SECTIONS	FROM	TO
79	Santa Ana Canyon Rd.	Merlin Wy.	East End
80	Santa Ana Canyon Road	1290' East of North Fork Road	Merlin Way
81	Santa Ana Canyon Road	711' East of Aplin Street	1290' East of North Fork Road
82	Saturn Street	Seine Avenue	Windrose Drive
83	Silver Bucket Court	Silver Buckle Road	East Cul-De-Sac
84	Silver Bucket Road	Belt Lane	Goldbuckle Road
85	Silver Bucket Road	Goldbuckle Road	Silver Bucket Court
86	Southwood Ln.	Alpin St.	West End
87	Sweetwater Lane	North Cul-De-Sac	Meadowgate Lane
88	Sweetwater Lane	Meadowgate Lane	Whitegate Lane
89	Tiara Avenue	Tiara Court	Burns Avenue
90	Tiara Court	Tiara Drive	East CDS
91	Tyler Street	Old Greenspot Road	Merris Street
92	Villa Court	Villa Avenue	Foster Avenue
93	Water Street	Aplin Street	North Fork Road
94	Water Street	Weaver Street	Aplin Street
95	Weaver Street	Water Street	Highland Grove Ln.
96	Weaver Street	Highland Grove Ln.	Greenspot Road
97	Webster St.	Boulder Ave.	Eucalyptus Ave.
98	Webster Street	Base Line Street	Cherokee Rose Drive
99	Webster Street	Boulder Avenue	208ft South of Boulder Ave.
100	Whitegate Lane	Club View Drive	East Cul-De-Sac
101	Wisteria Court	Garden Lane	South CDS
102	Ypsilantha Street	Old Greenspot Rd.	Merris Street
103	Canyon Oak Dr.	Streater Ave.	Oak Park Dr.

ATTACHMENT "G"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR E PAVEMENT REHABILITATION

NO.	STREET SECTIONS	FROM	TO
1	Brightspot Rd.	Carro Amano Ln.	665' E/O Weaver St.
2	Carro Amano Ln.	Lochinvar Rd.	Aplin St.
3	Cloverhill Dr.	Water St.	Base Line
4	Clubview Dr.	Water St.	Whitegate Ln.
5	Clubview Dr.	Whitegate Ln.	Greenspot Rd.
6	Goldbuckle Rd.	Goldbuckle Rd.	Weaver St.
7	Goldbuckle Rd.	Greenspot Rd.	Goldbuckle Rd.
8	Santa Ana Canyon Rd.	Weaver St.	585' E/O Weaver St.
9	Unicorn Wy.	Belt Ln.	7784 Unicorn Wy.
10	Webster St.	Eucalyptus Ave.	Cherokee Rose Dr.
11	Belt Ln.	Silverbuckle Rd.	Unicorn Wy.
12	Double A Ln.	Highland Grove Ln.	North End
13	Highland Grove Ln.	Chanticleer Rd.	Weaver St.
14	Lochinvar Rd.	Lochinvar Rd.	North Cul-de-Sac
15	Lochinvar Rd.	Chanticleer Rd.	Weaver St.
16	Atlantic Ave.	Boulder Ave.	East End
17	Gold Buckle Ct.	Goldbucke Rd.	North End
18	Canyon Oak Dr.	Streater Ave.	Oak Park Dr.
19	Canyon Oak Dr.	Willow Oak Ln.	White Oak Ln.
20	Silver Oak Ln.	Canyon Oak Dr.	East End
21	Willow Oak Ln.	Canyon Oak Dr.	East End
22	White Oak Ln.	Canyon Oak Dr.	East End
23	Hilltop Dr.	Sunny Ridge Loop	West End
24	Sunny Ridge Loop	Canyon Oak Dr.	Canyon Oak Dr.

ATTACHMENT "G"

5-YEAR PAVEMENT MANAGEMENT PROGRAM
SECTOR E PAVEMENT REHABILITATION

NO.	STREET SECTIONS	FROM	TO
25	River Oak Ln.	Canyon Oak Dr.	Church St.

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 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. 14

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

_____
City Clerk

_____
City Manager

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 25, 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. 15
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

B Hughes

City Clerk

City Manager