

CITY OF HIGHLAND REGULAR MEETING OF THE CITY COUNCIL AGENDA

REGULAR MEETING

February 22, 2022

6:00 p.m.

City Hall

Donahue Council Chambers

27215 Base Line

Highland, California

CITY COUNCIL MEMBERS

LARRY McCALLON, MAYOR

PENNY LILBURN, MAYOR PRO TEM

JESSE CHAVEZ, COUNCIL MEMBER

ANAELI SOLANO, COUNCIL MEMBER

JOHN P. TIMMER, COUNCIL MEMBER

STAFF

Joseph A. Hughes - City Manager

Chuck Dantuono - Director of Administrative Services/City Treasurer

Betty Hughes - City Clerk

Lawrence Mainez - Community Development Director

Carlos Zamano - Public Works Director/City Engineer

Maricela Marroquin - City Attorney

MISSION STATEMENT

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

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

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 72 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

This meeting is being held in person. Please be advised, facial coverings or masks are required to be worn in the Council Chambers for unvaccinated persons. If you do not have a facial covering or mask, one will be provided to you upon request.

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. Email comments must be submitted by 5:00 p.m. on February 22, 2022, to the City Clerk at publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the February 22, 2022 agenda, please identify the agenda item number in the subject line.

For those wishing to make a public comment regarding a public hearing item (No. 1), please identify the agenda item in the subject line. Comments can be submitted any time prior to the meeting, as well as during the meeting up until the close of the public hearing on the corresponding item to be considered part of the record. Please email your comments to publiccomment@cityofhighland.org. 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
FEBRUARY 22, 2022 - 6:00 p.m.**

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

CITY COUNCIL PUBLIC HEARING – REDISTRICTING

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.

For those wishing to make a public comment regarding a public hearing item (No. 1), please identify the agenda item in the subject line. Comments can be submitted any time prior to the meeting, as well as during the meeting up until the close of the public hearing on the corresponding item to be considered as part of the record. Please email your comments to publiccomment@cityofhighland.org. The City Clerk shall read all email comments provided that the reading shall not exceed three (3) minutes because this is the time limit for speakers at a Council Meeting.

1. Redistricting Process

RECOMMENDATION: That the City Council:

1. Open and conduct a public hearing regarding redistricting;
2. Receive a report from National Demographics Corporation (NDC), Consultant, on the redistricting process;
3. Review draft map(s);
4. Receive public input on district boundaries; and
5. Consider potential adoption of a resolution establishing Council Member district boundaries.

REPORT FROM CLOSED SESSION

SPECIAL PRESENTATIONS

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 February 22, 2022, 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

2. Waive the Reading of All Ordinances
RECOMMENDATION: Waive the reading of all Ordinances in their entirety and read by title only.
3. Minutes – February 8, 2022 City Council Special Meeting
RECOMMENDATION: Approve the Minutes as submitted.
4. Minutes – February 8, 2022 City Council Regular Meeting
RECOMMENDATION: Approve the Minutes as submitted.
5. Claim Consideration – Ophelia Adame
RECOMMENDATION: George Hills Company recommends Council reject claim.
6. Claim Consideration – Annamarie Hidalgo
RECOMMENDATION: George Hills Company recommends Council reject claim.
7. Claim Consideration – Wawanesa as Subrogee of Annamarie Hidalgo
RECOMMENDATION: George Hills Company recommends Council reject claim.
8. Warrant Register
RECOMMENDATION: Approve Warrant Register No. 738 for February 22, 2022, in the amount of \$1,568,398.33 and Payroll of \$104,150.20.
9. Treasurer's Report for January 2022
RECOMMENDATION: That the City Council receive and file Treasurer's Report for January 2022.

10. Resolution No. 2022-_____ Implementing on July 1, 2022, a 5% Across-the-Board Adjustment for All Employees (Except Interns)
RECOMMENDATION: That the City Council approve Resolution No. 2022-_____ implementing on July 1, 2022, a 5% across-the-board adjustment for all employees (except interns) and amending Section 2 of Resolution No. 2021-020.
11. San Bernardino County Municipal Separate Storm Sewer System – National Pollution Discharge Elimination System (NPDES) Common Interest, Joint Defense, and Confidentiality Agreement Among Permittees
RECOMMENDATION: That the City Council authorize the Mayor to execute the San Bernardino County Municipal Separate Storm Sewer System – National Pollution Discharge Elimination System (NPDES) Common Interest, Joint Defense, and Confidentiality Agreement Among Permittees on behalf of the City of Highland.

CITY COUNCIL PUBLIC HEARING

The order of business for Public Hearings shall be:

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

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

No public hearing.

CITY COUNCIL LEGISLATIVE

12. All American Asphalt Contract Change Order – Pavement Management Program – Sector E Pavement Rehabilitation (Project str20001)
RECOMMENDATION: That the City Council authorize contract change orders up to 20% of the original construction contract with All American Asphalt (AAA) for the Pavement Management Program – Sector E Pavement Rehabilitation Project.
13. Cooperative Agreement with County of San Bernardino for Pavement Rehabilitation of Pacific Street
RECOMMENDATION: That the City Council review and consider a Cooperative Agreement between the City and County of San Bernardino (County) for pavement rehabilitation on Pacific Street between Del Rosa Drive and Sterling Avenue.

14. City Selection Committee Election – Chair and Vice Chair for the City Selection Committee and Primary Member and Alternate Member for San Bernardino County Local Agency Formation Commission (LAFCO)
RECOMMENDATION: That the City Council review the candidates for consideration and advise the Mayor.
15. Proposed Resolution Opposing Initiative 21-0042A1
RECOMMENDATION: That the City Council consider Cal Cities' request to adopt Resolution No. 2022-_____ opposing Initiative 21-0042A1.
16. City Manager Report and Comments (Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)
RECOMMENDATION: Discussion and possible action.
17. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)
RECOMMENDATION: Discussion and possible action.

ANNOUNCEMENTS

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

ADJOURN

Regular Meetings

Effective March 1, 2022, pursuant to Resolution No. 2022-001, the regular City Council meetings will be held once a month on the second Tuesday of each month.

March 8; April 12; May 10; June 14; July 12; August 9; September 13; October 11; November 8; December 13

I, Betty Hughes, City Clerk, certify I caused to be posted this Agenda on or before February 17, 2022, 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: February 17, 2022



Betty Hughes, MMC
City Clerk



STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Redistricting Process – Fourth Public Hearing

RECOMMENDATION: That the City Council:

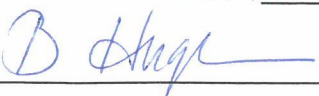
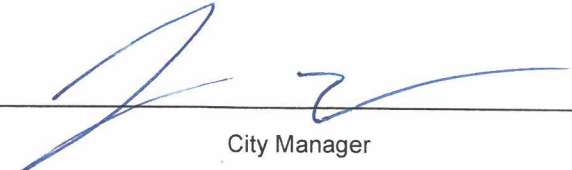
- 1) Open and conduct a public hearing regarding redistricting;
- 2) Receive a report from National Demographics Corporation (NDC), Consultant, on the redistricting process;
- 3) Review draft map(s);
- 4) Receive public input on district boundaries; and
- 5) Consider potential adoption of a resolution establishing Council Member district boundaries.

PUBLIC NOTICE: The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website. The Public Hearing Notice was posted on the City's website on the Redistricting webpage on February 2, 2022; published in the El Chicano Newspaper on February 10, 2022; and published in the Highland Community Newspaper on February 11, 2022.

FISCAL IMPACT: Up to \$30,000 for the redistricting process.

BACKGROUND: By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps. This is the fourth and last public hearing.

On August 24, 2021, the Highland City Council held its first 2021-2022 Redistricting Public Hearing. At this public hearing, the City Council received a presentation from the City's redistricting consultant, National Demographics Corporation (NDC). NDC's presentation detailed a tentative schedule which highlighted AB 849's requirement that the City conduct four public hearings prior to adopting a final voting district map. No public comment was received.

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

On October 26, 2021, the second public hearing was held. At this public hearing, NDC's presentation highlighted neighborhoods and communities of interest. Additionally, NDC also elaborated on general redistricting principles while highlighting the nuanced requirements of AB 849. No public comment was received.

On January 11, 2022, the third public hearing was held. At this public hearing, NDC's presentation showed the current total population is 57,232. Each district population should be roughly 11,446. The law allows no more than a 10% deviation. The current deviation is 7.03%, therefore, the current District map is considered "balanced" based on the criteria of the California Voting Rights Act. Draft maps from the public were due January 3, 2022. The City did not receive any draft maps from the public and no public comment was received. City Council's direction was to bring forth a draft resolution adopting the current District map.

Conclusion

This is the last public hearing (fourth public hearing). The proposed map of the District boundaries was published on the City's redistricting webpage on February 11, 2022. The City has not received any draft maps from the public or any public input regarding the districting process. All necessary public hearings and opportunities for public testimony and written comment have been conducted in compliance with State law and the Highland Municipal Code. Attached is a draft resolution for Council's consideration and adoption. If a member of the public submits any maps at the public hearing, they will need to be considered by the Council.



City of Highland Redistricting 2021-2022

2/22/2022

Todd Tatum
National Demographics Corporation

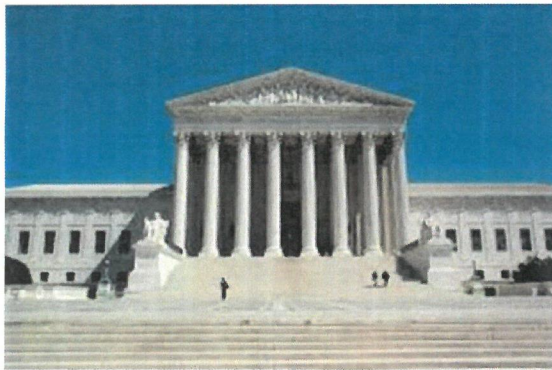
Redistricting Process

Step	Description
Two Initial Hearings August 24 & October 26	Held prior to release of draft maps. Education and to solicit input on the communities in the Districts.
Census Data Release Mid/Late August	Census Bureau releases official 2020 Census population data.
California Data Release Early October 2021	California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data.
Two Draft Map Hearings January 11 & February 22	Two Public Hearings to discuss and revise the draft maps and to discuss the election sequence.
Map Adoption By April 17, 2022	Final map must be posted at least 7 days prior to adoption. Map adopted via ordinance.*

Redistricting Rules and Goals

1. Federal Laws

Equal Population
Federal Voting Rights Act
No Racial Gerrymandering



2. California Criteria for Cities (rank ordered)

1. Geographically contiguous
2. Undivided neighborhoods and “communities of interest”
(Socio-economic geographic areas that should be kept together)
3. Easily identifiable boundaries
4. Compact
(Do not bypass one group of people to get to a more distant group of people)

Prohibited:

“Shall not favor or discriminate against a political party.”

3. Other Traditional Redistricting Principles

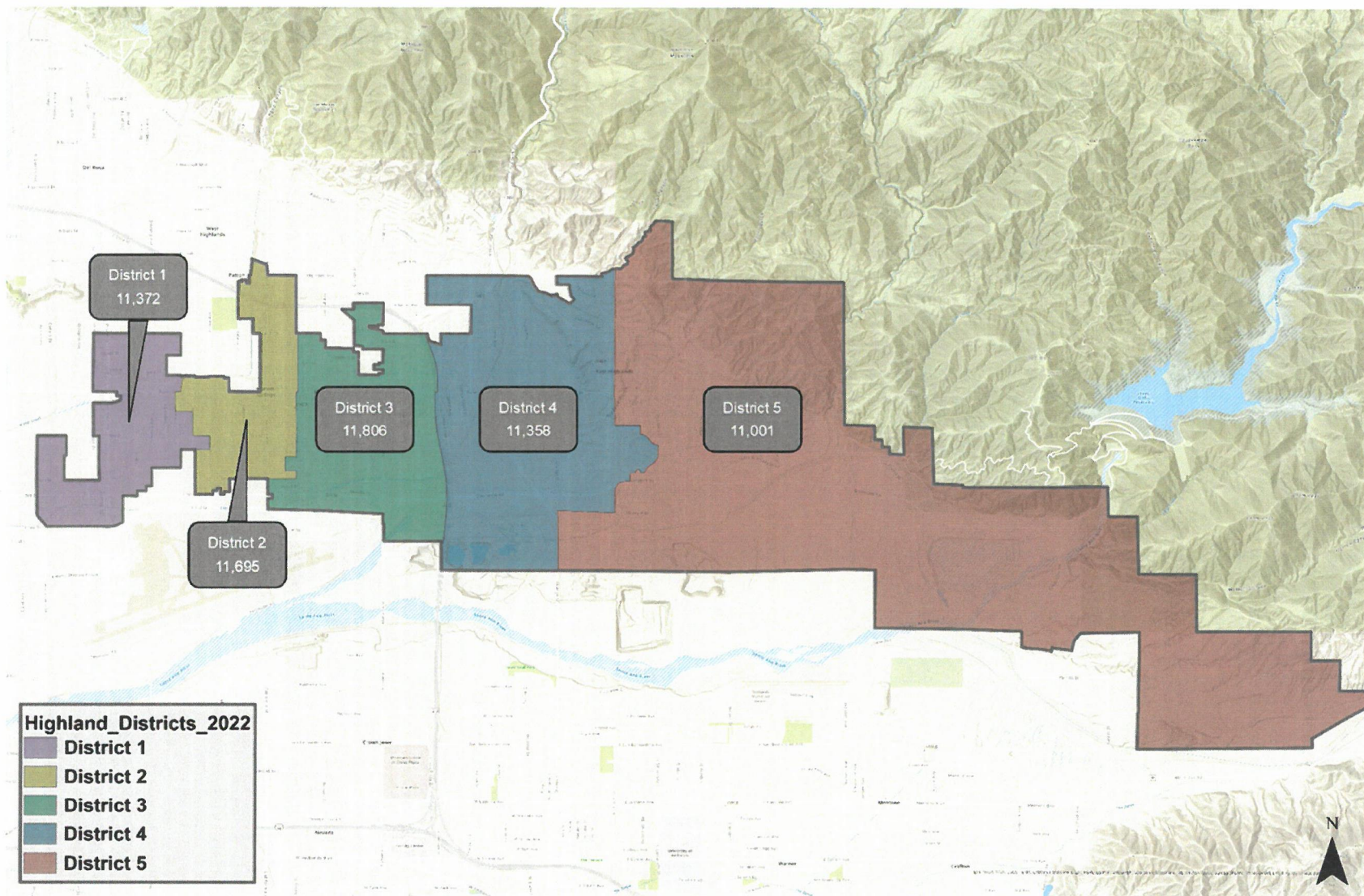
Minimize voters shifted to different election years

Respect voters’ choices / continuity in office

Future population growth

Preserving the core of existing districts

Current District Map



Demographic Summary of Existing Districts

Highland Existing Districts							
District		1	2	3	4	5	Total
	Total Pop	11,372	11,695	11,806	11,358	11,001	57,232
	Deviation from ideal	-74	249	360	-88	-445	805
	% Deviation	-0.65%	2.18%	3.15%	-0.77%	-3.89%	7.03%
Total Pop	% Hisp	76.3%	68%	61%	37%	33%	55%
	% NH White	8%	10%	19%	39%	42%	23%
	% NH Black	9%	14%	11%	7%	8%	10%
	% Asian-American	5%	6%	6%	13%	14%	9%
Citizen Voting Age Pop	Total	4,851	5,785	7,683	7,598	6,823	32,741
	% Hisp	59%	56%	53%	29%	31%	44%
	% NH White	20%	18%	29%	52%	47%	35%
	% NH Black	13%	18%	12%	10%	10%	12%
	% Asian/Pac.Isl.	9%	7%	5%	9%	11%	8%
Voter Registration (Nov 2020)	Total	4,639	4,613	5,779	7,449	7,579	30,059
	% Latino est.	64%	56%	50%	30%	27%	42%
	% Spanish-Surnamed	58%	51%	46%	27%	25%	39%
	% Asian-Surnamed	3%	3%	3%	5%	5%	4%
	% Filipino-Surnamed	1%	1%	1%	2%	2%	2%
	% NH White est.	22%	25%	35%	56%	56%	42%
	% NH Black	14%	19%	13%	9%	11%	13%
Voter Turnout (Nov 2020)	Total	2,384	2,491	3,871	6,144	6,467	21,357
	% Latino est.	63%	56%	47%	28%	26%	38%
	% Spanish-Surnamed	58%	52%	43%	26%	24%	35%
	% Asian-Surnamed	4%	3%	3%	5%	5%	4%
	% Filipino-Surnamed	1%	1%	1%	2%	2%	2%
	% NH White est.	22%	25%	37%	58%	56%	46%
	% NH Black	12%	17%	13%	9%	11%	12%

Current District Demographics

- Current Total Population is 57,232
- Each District population should be roughly 11,446
- Current Deviation is 7.03%
- The current District Map is considered 'Balanced' based on the criteria of the California Voting Rights Act.

Redistricting Process Details

Date(s)	Description	Comments
August 24, 2021	1 st Public Hearing	
October 26, 2021	2nd Public Hearing	
Mid-October 2021	Mapping software released to the public.	
	*Estimated time depending on Census data	
January 3, 2022	Maps due from the public.	
January 11, 2022	3rd Public Hearing	
February 14, 2022	Publish Draft map(s)	7 Days prior to adoption
February 22, 2022	4th Public Hearing and Council adopt District map. Must be completed no later than April 17, 2022	The 4th hearing could also be the adoption hearing
April 17, 2022	Deadline to adopt and submit map to Registrar	

Public Hearing & Discussion

- Any Questions?
- Introduction of the Resolution to Adopt the Map

Share Your Thoughts

Website

<https://www.cityofhighland.org/331/Redistricting-Redistritacin>

Phone

Betty Hughes, MMC
City Clerk
909.864.6861, ext. 226

Email

districts@cityofhighland.org

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, ADOPTING A REDISTRICTING MAP FOR THE CITY OF HIGHLAND
PURSUANT TO ELECTIONS CODE SECTION 21600 ET SEQ.**

A. RECITALS

1. On June 28, 2016, the City Council adopted Ordinance No. 407 pursuant to Government Code Sections 34871 to provide for the election of members of the City Council by five districts, establish the boundaries and identification number of each district, establish the initial election term for each district, and amend Chapter 2.12 of the Highland Municipal Code. Highland Municipal Code section 2.12.040 provides that the Highland City Council District boundaries shall be reviewed by the City Council and, if warranted, adjusted each decennial redistricting cycle beginning in 2021 and thereafter in compliance with applicable State and federal law.
2. The California Legislature enacted Assembly Bill 849, amending sections of the Elections Code. Elections Code section 21601(a) requires that every ten years, following each federal census, California cities that use district-based elections must review the boundaries of those voting districts and re-adopt district boundaries based on current census data.
3. The purpose of this process is to review and re-adopt Council district boundaries that ensure voting districts remain substantially equal in population and protect the rights of members of communities of interest to vote for the candidates of their choice.
4. Pursuant to Elections Code section 21607.1(d), the City held meetings regarding redistricting consolidated with regular meetings of the City Council at fixed times, which were noticed to the public.
5. Pursuant to Elections Code section 21607.1(a)(1), before drawing draft maps, the City held two public hearings, one on August 24, 2021 and another on October 26, 2021 where an overview of the redistricting process was presented, and there was an opportunity for public comment.
6. Pursuant to Elections Code section 21607.1(a)(2), the City held two public meetings, one on January 11, 2022 and another on February 22, 2022 to receive public testimony regarding draft maps. The proposed map of the District boundaries was published on the City's redistricting webpage on February 11, 2022.

7. Pursuant to Elections Code 21608, the City sought to encourage residents to participate in the redistricting public review process by providing information through the City's Weekly Newsletter and posting information on the City website explaining the redistricting process, including a notice of each public hearing and the procedures for providing public comment.
8. After the 2020 census data was released, the City's consultant determined that each district population should be roughly 11,446 residents. The law allows no more than a 10% deviation and the current deviation is 7.03%. Therefore, the current District Map that was adopted pursuant to Ordinance 407 is considered balanced as they are nearly equal in population as practicable and in compliance with all applicable provisions of law, including the United States and Federal Constitutions and the Federal Voting Rights Act of 1965 (52 U.S.C. Section 10301 et seq.).
9. All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

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

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

Section 2. Based upon substantial evidence presented to the City Council during the public hearings held on August 24, 2021, October 26, 2021, January 11, 2022, and February 22, 2022, which included public testimony and written and oral staff reports, the City Council finds as follows:

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

Section 3. Adoption of New District Map. The map attached hereto as Exhibit "A" to this Resolution, and incorporated herein by this reference, is hereby approved and adopted as the Official Council District Map for the City of Highland and shall be used in the 2022 general municipal election and all such elections for City Council thereafter, until further amended. This map is identical to the map attached as Exhibit "A" to Ordinance No. 407 as the City Council determined that the District Map attached as Exhibit A to Ordinance No. 407 is considered "balanced" based on the criteria of the California Voting Rights Act.

Section 4. Delegation of Authority. The City Clerk is authorized and directed to file the District Map with the San Bernardino County Assessor-Recorder-Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Resolution shall nonetheless remain in full force and effect.

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.

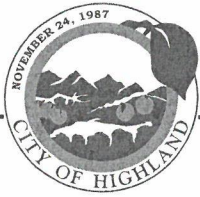
PASSED, APPROVED AND ADOPTED this 22nd day of February, 2022.

Larry McCallon
Mayor

ATTEST:

Betty Hughes, MMC
City Clerk

EXHIBIT "A"



STAFF REPORT

TO THE CITY COUNCIL

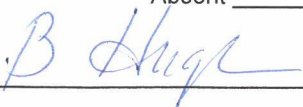
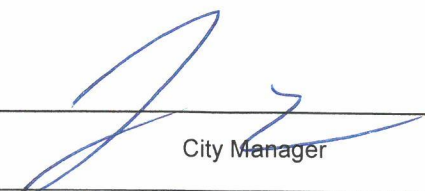
DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Waive the Reading of All Ordinances

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

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



STAFF REPORT

TO THE CITY COUNCIL

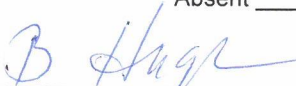
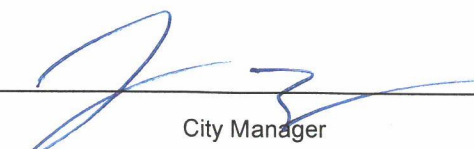
DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Minutes – February 8, 2022 Special Meeting

RECOMMENDATION: Approve the minutes as submitted.

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

**MINUTES
CITY COUNCIL SPECIAL MEETING
FEBRUARY 8, 2022**

CALL TO ORDER

The special meeting of the City Council of the City of Highland was called to order at 5:30 p.m. by Mayor McCallon.

PUBLIC COMMENT

None

ROLL CALL

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

CLOSED SESSION

At 5:30 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: All unrepresented employees

ADJOURN

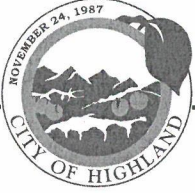
There being no further business, Mayor McCallon adjourned the meeting at 5:36 p.m.

Submitted By:

Approved By:

Betty Hughes, MMC
City Clerk

Larry McCallon
Mayor



STAFF REPORT

TO THE CITY COUNCIL

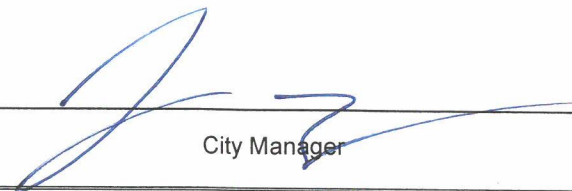
DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Minutes – February 8, 2022 Regular Meeting

RECOMMENDATION: Approve the minutes as submitted.

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

**MINUTES
CITY COUNCIL REGULAR MEETING
FEBRUARY 8, 2022**

CALL TO ORDER

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

The invocation was given by Pastor Willie Hicks, Harvest Care Church, and the Pledge of Allegiance was led by Mayor Pro Tem Lilburn.

ROLL CALL

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

REPORT FROM CLOSED SESSION

City Attorney Marroquin stated the City Council met in closed session pursuant to Government Code Section 54957.6 with no reportable action being taken, although direction was given to staff.

SPECIAL PRESENTATIONS

None

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

None

CITY COUNCIL CONSENT CALENDAR

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

1. Waive the Reading of All Ordinances
Waived the reading of all Ordinances in their entirety and read by title only.
2. Minutes – January 25, 2022 City Council Regular Meeting
Approved the Minutes as submitted.
3. Warrant Register
Approved Warrant Register No. 737 for February 8, 2022, in the amount of \$1,484,432.61 and Payroll of \$104,598.86.

4. Slope Easement Acceptance RRM Properties Ltd. – 3rd Street and 5th Street Corridors Improvement Project (Project No. str18001)
 - 1) Accepted the Grant of Permanent Slope Easement from RRM Properties Ltd.; and
 - 2) Directed the City Clerk to record the Grant of Easement.
5. Request for a Special Event Permit (SEP-22-001) by the Redlands Bicycle Classic for its Annual Highland Circuit Bicycle Race on Wednesday, April 20, 2022
 - 1) Authorized the one-day Highland Circuit bicycle race as part of the Redlands Bicycle Classic on various streets in Highland subject to the Conditions of Approval; and
 - 2) Approved the Redlands Bicycle Classic request for co-sponsorship (waiving of City fees in the amount of approximately \$36,619.58).

CITY COUNCIL PUBLIC HEARING

6. Allocation of the City of Highland's Community Development Block Grant Funds for Fiscal Year 2022-2023

Mayor McCallon stated he will open the public hearing for the allocation of the City of Highland's Community Development Block Grant Funds (CDBG). Staff will present information and that will be done by Assistant Community Development Director Kim Stater.

Mayor Pro Tem Lilburn stated she would like to abstain from this item [due to a conflict of interest]. She is going to leave the room because she is employed by one of the agencies that receives CDBG funding.

Mayor McCallon stated very good we will call you back when we are finished.

Assistant Community Development Director Stater stated thank you, Mayor and Members of the City Council. The County has provided the City's estimated CDBG allocation for the next fiscal year at \$443,917.00. The County has reviewed, on behalf of HUD, applications, and they are all available in the City of Highland. We received two construction and four public service that are eligible for funding and those six applications together totaled \$424,021. So, the City Council, if it may, fully fund all of the projects with the funding that we anticipate being available. As you are aware, maximum of 15% of our funds can be used towards public service, which again those applications were under that amount, and a minimum of 85% must be spent for construction improvement projects at \$377,330. The two construction or nonpublic service projects that we have are both city projects. The first is construction improvement along McKinley Avenue between 9th Street and Base Line for \$200,000 and the second for an enhanced code enforcement position that includes a code officer, administrative assistant, and a Community Development Director in the amount of \$159,271. For your review on page 10 and 11 of your staff report, it lists the individual projects, total requested and amount available. This would conclude her staff report.

Mayor McCallon stated very good, any questions of staff? This is a public hearing. Madam Clerk, do we have any written public comments?

City Clerk Hughes stated she has two.

City Clerk Hughes read public comment received from Michelle Williamson, President of Central Little League, in support of Central Little League.

City Clerk Hughes read public comment received from Diane Harvey, President of the Board of Directors for the Highland Senior Center, in support of the Highland Senior Center.

Latoya Courtney, Librarian II, spoke in support of the San Bernardino County Library.

Lindsey Cobaugh, Executive Director of the Highland YMCA, spoke in support of the Highland YMCA.

Susan Schellhammer spoke in support of the Highland YMCA.

Warren Paul spoke in support of the Highland YMCA.

Mayor McCallon asked is there anyone in the audience who has not spoken who would like to speak on this item? Madam Clerk have you had any public comment come over via email?

City Clerk Hughes stated we have not.

Mayor McCallon stated with that he will close the public hearing and bring it back to the Council for discussion and action.

Council Member Timmer stated he will start. We are very fortunate this year to have sufficient funding to cover all the requests. So rather than debate each one, he would think we would just move forward and honor the requests of all the six applicants. That would be his recommendation, we just we fund all the requests at the requested amount asked for.

Council Member Solano stated she will go ahead and second that. She does want to echo that too. It is a good day when we do not have to move around so many things and everything fits perfectly so she will go ahead and second that as well.

Mayor McCallon stated one of the items is that we have some reserve funds to hold on to.

Council Member Timmer stated yes, to hold them over, for other projects or needs.

A MOTION was made by Council Member Timmer, seconded by Council Member Solano, to prioritize funding of FY 2022-2023 Community Development Block Grant applications in the following allocation amounts, Application Number HIGH22CN-001 Highland Neighborhood Revitalization – Code Enforcement in the amount of \$159,271, Application Number HIGH22CN-002 Highland Street Improvements in Target Areas including McKinley in the amount of \$200,000, Application Number HIGH22PS-004 Highland Adult Literacy Program in the amount of \$10,000, Application Number HIGH22PS-019 Highland Youth Recreation – Central Little League in the amount of \$16,000, Application Number HIGH22PS-033 Highland Senior Center Services and Programs in the amount of \$25,000, and Application Number HIGH22PS-040 Highland Family YMCA Scholarships in the amount of \$13,750, and also with reserve funds in the amount of \$19,896 to remain unallocated for use during the fiscal year for Construction Improvement Projects that may run over budget. Motion carried, 4-0, with Mayor Pro Tem Lilburn abstaining.

CITY COUNCIL LEGISLATIVE

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

City Manager Hughes stated he just wanted to bring the Council up to speed on a few projects. First is Tippecanoe Avenue, there is going to be a road closure on Tippecanoe Avenue between 3rd Street and 6th Street from February 14 through February 25, essentially two weeks, in order to safely reconstruct the pavement. This is a joint pavement rehabilitation project with the County of San Bernardino with Highland as the lead agency. We are going to be putting out changeable message signs which will be posted on Tippecanoe Avenue south of 3rd and north of 6th to alert motorists of the upcoming road closure. Traffic will be diverted to Sterling Avenue to the east. Additionally, one lane in each direction will be open to traffic on Del Rosa Avenue between 5th and 6th Street. The contractor will personally reach out to all of the residents and businesses on Tippecanoe Avenue between 3rd and 6th Street to coordinate access during construction. The segment of roadway will only be open to emergency personnel, local residents, businesses, post office, waste haulers and delivery trucks during the two-week detour period. There were two applications recently submitted to the City's Planning Division for processing. The first is a design review application for the plotting and elevations related to forty-six single family detached homes to be constructed by MasterCraft Homes located on Base Line just east of Clubview Drive. A design review application for a contractor's yard with a 5,000 square foot office and garage building on a one-acre site located on Meines, just west of the Filipino Club and both of these projects will ultimately go before the Planning Commission. Request for Proposals (RFPs) for auditing services are due this week and the Finance Subcommittee will be conducting interviews in March, and the agreement will be brought forward to the City Council in April. For Volunteer Services, the Coronavirus Recovery Fund Business Grant, so far, we have had 172 to date. We have had 27 COVID Grocery Delivery Grant Program requests. We are still at two Mortgage Assistance applications and for illegal dumping work orders, it appears the multi-family bulky weekly collection has really started to pay

off. We used to average over 200 pickups or dump pickups a month, and in January it was 105. It cut it in half so it does appear that the new program is working. The Police Department from January 24 to February 6 responded to 1,486 calls for service, took 141 reports and made 50 arrests. The Fire Department for the month of January, had 718 calls for service, 633 of those were medical aids, 14 structure fires, 4 vegetation fires, and 14 vehicle fires.

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

None

ANNOUNCEMENTS

None

CLOSED SESSION

None

ADJOURN

There being no further business, Mayor McCallon adjourned the meeting at 6:29 p.m. in memory of Jay Brimmer, Richard Cardenas, Jeff Kennedy and Bunny Williams.

Submitted By:

Approved By:

Betty Hughes, MMC
City Clerk

Larry McCallon
Mayor



STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

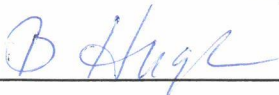
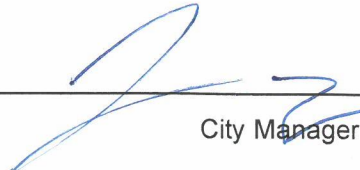
REVIEWED BY: Chuck Dantuono, Director of Administrator Services/City Treasurer
Dana Calkins, George Hills Company, Claims Adjusters

SUBJECT: Claim Consideration – Ophelia Adame

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

BACKGROUND: The Claim was received in the City Clerk's Office on January 24, 2022. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

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

February 14, 2022

Betty Hughes
City of Highland

RE: Client: City of Highland
 Claim Number: GHC0041106
 Date of Loss: 12/21/2021
 Claimant: Ophelia Adame

Dear Ms. Hughes:

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

- **Please issue standard rejections to commence the statute of limitations on both.**

Please provide us with a copy of the notices sent.

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

Kindest Regards,
George Hills Company, Inc.

Dana Calkins

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

City of
HIGHLAND
Inc. 1987



January 24, 2022

Dana Calkins, PECP
Claims Adjuster
Rancho Cordova Office
PO Box 278
Rancho Cordova, CA 95741

Re: Claimant(s): Ophelia Adame
Incident Date: December 21, 2021

Dear Dana:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on January 24, 2022, 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, February 8, 2022, 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 adame ltr.docx

Mayor	Mayor Pro Tem	City Council	City Council	City Council	City Manager
Larry McCallon	Penny Lilburn	Jesse Chavez	Anaeli Solano	John P. Timmer	Joseph A. Hughes
27215 Base Line • Highland, CA 92346					
Tel: 909.864.6861 • Fax: 909.862.3180 • www.cityofhighland.org					





RECEIVED
JAN 24 2022
CITY OF HIGHLAND

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

Received: L. Noch

By:
☐ Mail ☒ In person

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

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

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

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

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

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

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

1. Name of Claimant Ophelia Adame
 - a. Complete Address of Claimant, including City, State and Zip Code:
26235 9th St Sp-30
Highland CA 92346
 - b. Phone Number (951) 963-0284
 - c. Date of Birth 07-18-1971

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

Issued by which State: _____

_____ Driver's License _____ Identification Card

Expiration Date: _____

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

3. Occurrence or event from which the claim arises:

a. Date of occurrence 12-21-21

b. Time of occurrence 4:00 & 4:30

c. Place of occurrence (Exact and specific location)

25382 5th St corner of Del Rosa Ave & 5th
50 yards from DEL ROSA Dr Fixed my flats over
the light close to 25257 E. 5th St by USA Collision Cent

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).

Front passenger
and back passenger Rims bent out and
damaged both rims. Damaged both tires unfixable

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

NO Street Repairs has major
damage

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".

NO INJURIES

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

6. Name and address of any other person injured:

NONE

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

8. Damages Claimed:

a. Amount claimed as of this date: \$ _____

b. Estimate amount of future costs: \$ _____

c. Total amount claimed: \$ 1087.50

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

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

a. Brian Vasquez No injuries

b. Adrian Gutierrez No injuries

c. _____

d. _____

e. _____

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

my son and his girlfriend were in the
car my son put spare on and had to
to find a spare for back tire

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: 1-24-22
1-24-22
CA

[Signature]
Signature of Claimant

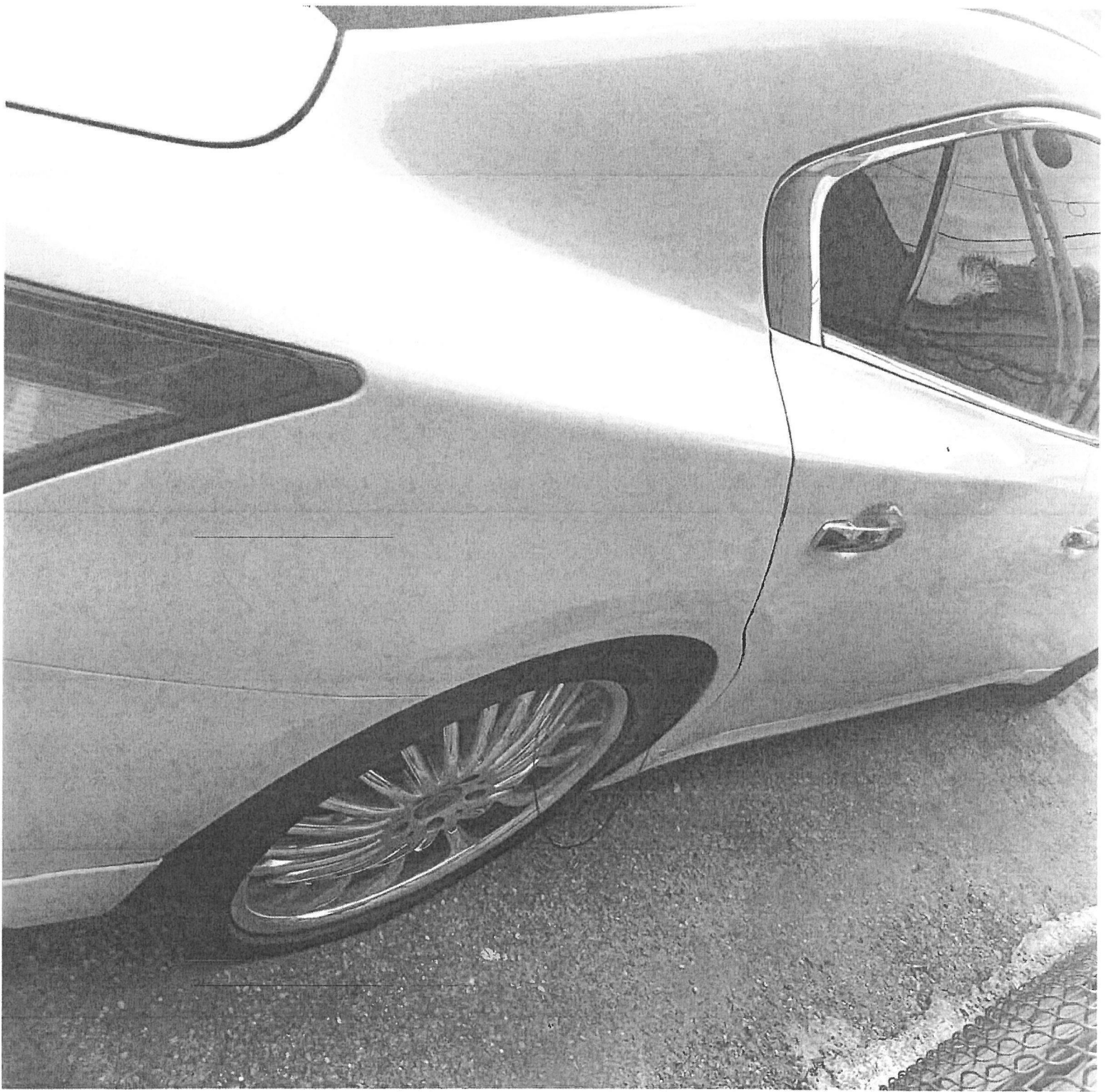
Cynthia Adams
Printed name of person signing above

Ophelia Adame



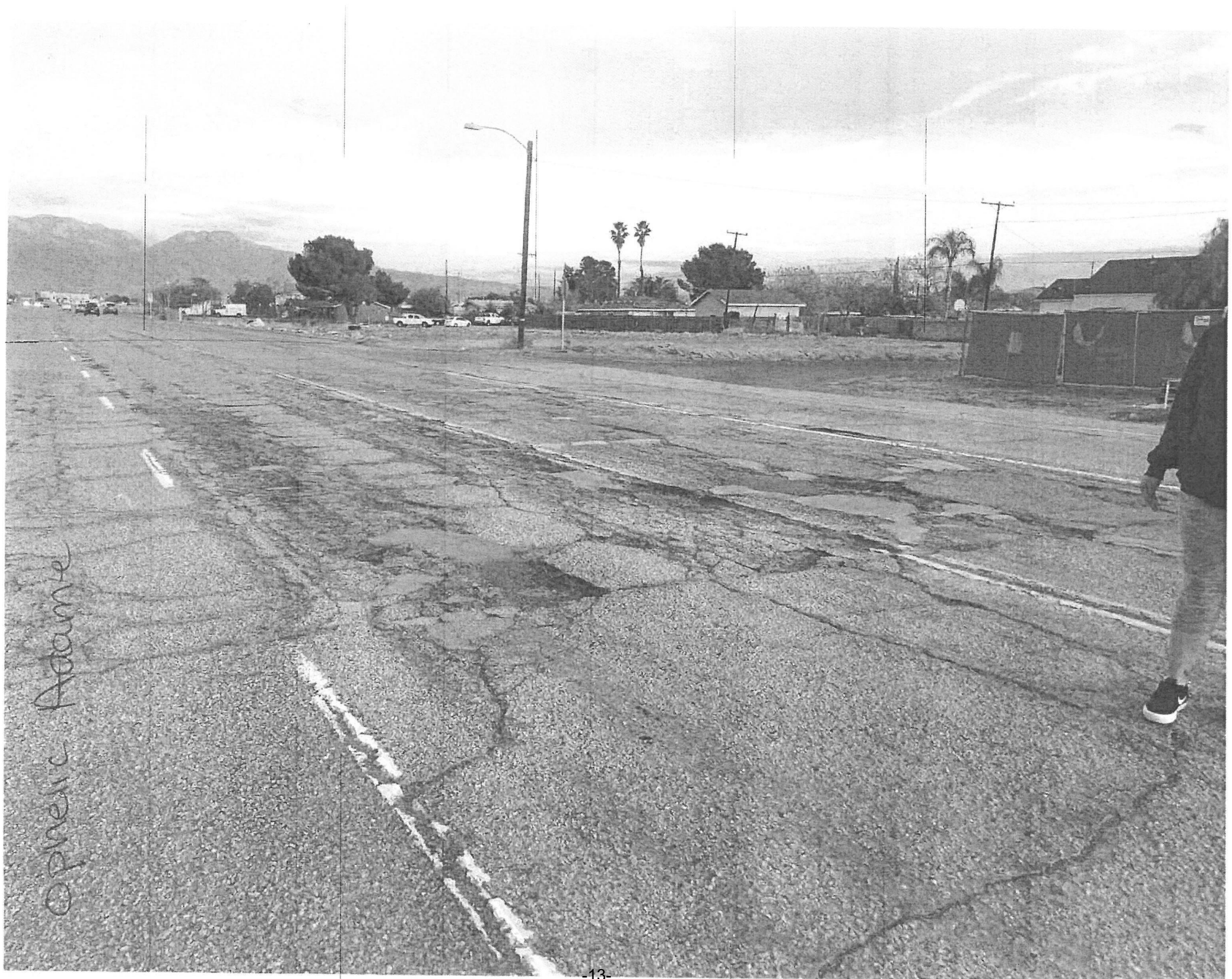
Back Passenger











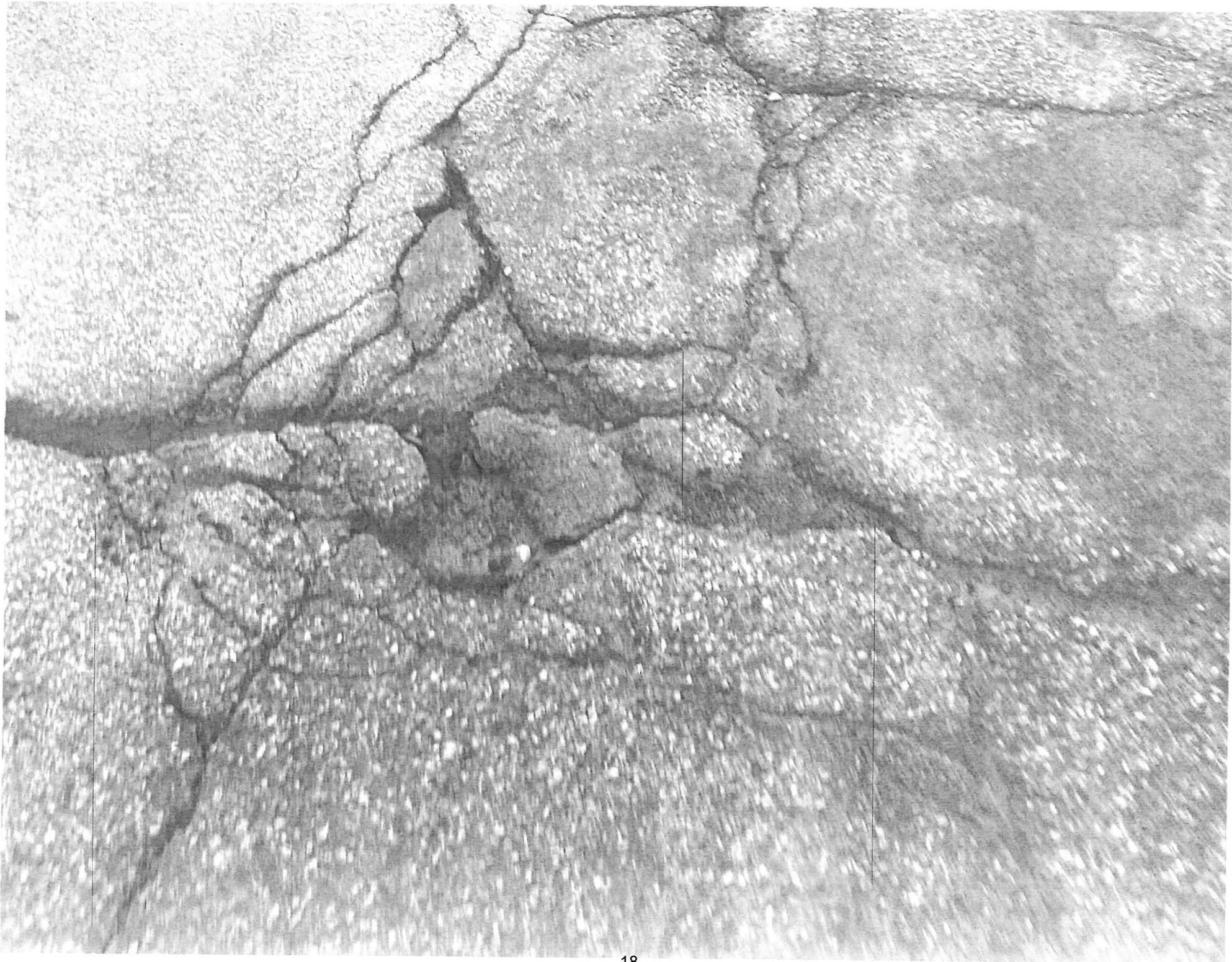
Opheie Adams











EXC Corp

824 N Waterman Ave,
San Bernardino, Ca. 92410
909-381-0226

Date

Invoice

12-29-21

Name, Address, Phone # and E-mail

Ophelia Adame

29519630284

☒ New Tires	Suspension	Front Level
☒ Mount	2 W Alignment	Rear Level
☒ Balance	Shocks	Lift Kit
☒ Custom Wheels	Breaks F R	Lowering Springs

Estimate

Year	Make / Model
2011	Maxima
Milage	Plate #
VIN #	
Rep	Terms
Jesus F	Estimate

Quantity	Description	Rate	Amount
	2 wheel Borghini - versante VE-13. chrome	\$335 ⁰⁰	\$670 ⁰⁰
	2 Tires. 245-35R20	\$165 ⁰⁰	\$330 ⁰⁰
		Sub Total	\$1000 ⁰⁰
		Tax	\$97.5

BY SIGNING, I AGREE TO THE TERMS LISTED BELOW.

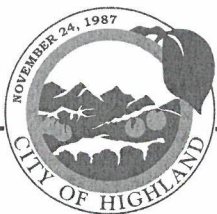
WARRANTY IS LIMITED TO MANUFACTURERS, CUSTOMER ACKNOWLEDGES EXC CORP. IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY CUSTOM WHEELS, CUSTOMER REALIZES THEY ARE NOT ORIGINAL EQUIPMENT AND THEY MAY ALTER PERFORMANCE OF AUTOMOBILE. EXC CORP. WILL NOT BE RESPONSIBLE FOR CLEARANCE OF WHEELS ON AUTOS OR TRUCKS WITH LOWERED OR ALTERED SUSPENSIONS. THE CUSTOMER IS RESPONSIBLE FOR CHECKING LUGNUTS AFTER 25 MILES. A 20% RESTOCKING FEE WILL BE CHARGED ON CANCELED SPECIAL ORDERS. CUSTOMERS ARE RESTRICTED FROM SERVICE AREA. EXC CORP. IS NOT RESPONSIBLE FOR GOODS LEFT BEHIND. NO REFUNDS OR EXCHANGE ON CUSTOM WHEELS. THERE WILL BE A \$ 35.00 ADDITIONAL CHARGE ON ALL RETURNED CHECKS. IF AN INVOICE (OR RETURNED CHECK) IS NOT PAID WITHIN 30 DAYS A COLLECTION FEE WILL BE ADDED AND ATTORNEY FEES THAT MAY OCCUR.

Total

\$1087.50

Payments/Credits

Balance Due



STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

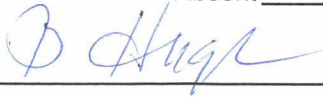
REVIEWED BY: Chuck Dantuono, Director of Administrator Services/City Treasurer
Dana Calkins, George Hills Company, Claims Adjusters

SUBJECT: Claim Consideration – Annamarie Hidalgo

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

BACKGROUND: The Claim was received in the City Clerk's Office on January 26, 2022. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

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

February 7, 2022

Betty Hughes
City of Highland

RE:	Client:	City of Highland
	Claim Number:	GHC0041150
	Date of Loss:	11/25/2021
	Claimant:	Annamarie Hidalgo & Wawanesa A/S/O Annamarie Hidalgo

Dear Ms. Hughes:

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

- **Please issue standard rejections to commence the statute of limitations on both.**

Please provide us with a copy of the notices sent.

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

Kindest Regards,
George Hills Company, Inc.

Dana Calkins

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

City of
HIGHLAND
Inc. 1987



January 26, 2022

Dana Calkins, PECP
Claims Adjuster
Rancho Cordova Office
PO Box 278
Rancho Cordova, CA 95741

Re: Claimant(s): Annamarie Hidalgo
Incident Date: November 25, 2021

Dear Dana:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on January 26, 2022, 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, February 8, 2022, 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 annamarie hidalgo ltr.docx

Mayor	Mayor Pro Tem	City Council	City Council	City Council	City Manager
Larry McCallon	Penny Lilburn	Jesse Chavez	Anaeli Solano	John P. Timmer	Joseph A. Hughes
27215 Base Line • Highland, CA 92346					
Tel: 909.864.6861 • Fax: 909.862.3180 • www.cityofhighland.org					





RECEIVED
JAN 26 2022
CITY OF HIGHLAND

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

Received: Lissette Nock

By: _____
☐ Mail ☒ In person

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

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

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

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

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

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

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

1. Name of Claimant Annamarie Hidalgo
 - a. Complete Address of Claimant, including City, State and Zip Code:
1249 Edwards St #29 Redlands, Ca 92374
 - b. Phone Number (909) 855-2440
 - c. Date of Birth 7-26-1974

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

Issued by which State: California

x Driver's License Identification Card

Expiration Date: _____

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

Please see above.

3. Occurrence or event from which the claim arises:

a. Date of occurrence 11-25-2021

b. Time of occurrence 3:00 AM

c. Place of occurrence (Exact and specific location)

Base Line St and Church St, Highland Ca

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

Our customer was travleing on Baseline when a large tree branch fell on top
of the car causing dmg to the vehicle

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

The city's lack of maintance of the tree.

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".

No injuries.

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

No city employees involved

6. Name and address of any other person injured:

None

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

None.

8. Damages Claimed:

a. Amount claimed as of this date: \$ 500.00

b. Estimate amount of future costs: \$ None

c. Total amount claimed: \$ 500.00

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

Please see estimate from my insurance co which provides proof of my

deductible amount.

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

- a. None. _____
- b. _____
- c. _____
- d. _____
- e. _____

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

None

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: Redlands, Ca
City and State

Date: 1-26-2022

Annamarie Hidalgo
Signature of Claimant

Annamarie Hidalgo
Printed name of person signing above

Caliber - Redlands - 0005
450 Nevada St, Redlands, CA 92373-4244
Office: (909) 793-3442
Fax: (909) 335-1648
0005Assignments@CaliberCollision.com

Estimate ID
8984845
Original
Claim Number
000000001849431-01

PRN Number BS09281

THIS IS AN ESTIMATE ONLY AND NOT AN AUTHORIZATION TO REPAIR. IT IS THE RESPONSIBILITY OF THE VEHICLE OWNER TO AUTHORIZE REPAIRS. A copy of this estimate must be provided to the repair facility prior to the start of repairs. Failure to do so may result in additional expense to you.

THIS ESTIMATE WAS WRITTEN BASED ON VISIBLE OR KNOWN DAMAGES AT THE TIME OF INSPECTION.

SUPPLEMENT INSTRUCTIONS:

Send an email to: SDESUPPREQUESTS@WAWANESA.COM Please have the claim number in the email subject line. Requests should include all proofs of loss, including but not limited to:

1. Supplemental estimate
2. Photos clearly showing additional damages
3. Photos of vehicle's vin, mileage and rear license plate
4. All part, sublet, diagnostic sheets and invoices available to date.

*****NO SUPPLEMENT WILL BE HONORED WITHOUT PRIOR WAWANESA APPROVAL*****

Owner Annamarie Hidalgo	Insured Annamarie Hidalgo	Appraiser Michael Fantroy michael.fantroy@calibercollision.com
		Classification None

Wawanesa General Insurance Company

Loss Type Comprehensive	Claim Number 000000001849431-01	Policy Number	Adjuster Philisha Olatunji (877) 929-2637 (Work) polatunji@wawanesa.com
Deductible 500.00 - Not Waived	Reported Date 11/25/2021	Loss Date 11/25/2021	Inspection Site CALIBER REDLANDS 450 Nevada St Redlands, CA 92373

2017 Dodge Charger R/T 4Door Sedan 5.7L 8 Cyl Gas Injected 8 Speed Auto Trans RWD

Exterior Color PDM (Tungsten Metallic)	Interior Color BLACK	License	VIN
Condition Good	Drivable No	Odometer 70442	Production Date 12/2016

Mitchell Service Code
911667

Primary Point of Impact
Non-Collision (16)

Options

Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Auto Air Condition
Automatic Headlights	Auxiliary Input	Bluetooth Wireless Connectivity	Cloth Seat	Cruise Control
Daytime Running Lights	Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Dual A/C	Electric Defogger
Electronic Stability Control	First Row Bucket Seat	Fog Lights	Front Heated Seats	Heated Mirror
Interior Automatic Day/Night Or Electrochromatic Mirror	Keyless Entry System	Leather Steering Wheel	Left-Curtain Air Bag	MP3 Player
Passenger-Front Air Bag	Power Door Locks	Power Driver Seat	Power Remote Mirror	Power Steering
Power Windows	Premium Sound Sys.	Rear Bench Seat	Rear Spoiler	Remote Decklid Or Tailgate Release
Remote Vehicle Starter System	Satellite Radio	Second Row Side Airbag With Head Protection	Side Airbags	Smart Key System
Steering Wheel Mounted Audio Control	Telematic Systems	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic
Trip Computer	Universal Garage Door Opener			

Annamarie Hidalgo | 2017 Dodge Charger R/T

Parts Profile
Wawa Shop Parts

Parts Profile Version
6.0

				LABOR		PART					
Line #	Description		Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
Front Bumper											
1	100386	Frt Bumper Cover	Remove / Install	Body	2.0#	2.0	Existing				
2	102899	Frt Bumper Cover	Repair	Body	3.0*#	4.0	Existing				
3	AUTO	Frt Bumper Cover	Refinish Only	Refinish	2.7# C	2.7	Existing				
4	103658	Frt Bumper License Plate Bracket	Remove / Install	Body	0.2r	0.2	Existing				
5	100951	Frt Lwr Bumper Grille	Remove / Install	Body	0.3r#	0.3	Existing				
6	100947	R Frt Bumper Fog Lamp Opening Cover	Remove / Install	Body	0.2r#	0.2	Existing				
7	100948	L Frt Bumper Fog Lamp Opening Cover	Remove / Install	Body	0.2r#	0.2	Existing				
8	900500	basecoat deduction	Refinish Only	Refinish*	-0.3*	0.0	Existing				
9	900501	Modified Refinish									
Grille											
10	100461	Grille	Remove / Replace	Body	0.4#	0.4	Aftermarket Certified	CH1200384C	1	\$106,00	Yes
Front Lamps											
11	100377	R Front Combination Lamp	Remove / Install	Body	0.4#	0.4	Existing				

				LABOR		PART					
Line #	Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax	
12 100389	L Front Combination Lamp	Remove / Install	Body	0.4#	0.4	Existing					
Hood											
13 100559	Hood Panel (Alum)	Repair	Body	7.5*	1.6	Existing					
14 900501	dented and creased through out tree transfer										
15 AUTO	Hood Outside	Refinish Only	Refinish	2.8 C	2.8	Existing					
16 900500	basecoat deduction	Refinish Only	Refinish*	-0.3*	0.0	Existing					
17 900501	Modified Refinish										
Front Fender											
18 100002	R Fender Outside	Blend	Refinish	0.8 C	1.0	Existing					
19 100379	L Fender Outside	Blend	Refinish	0.8 C	1.0	Existing					
20 103247	R Fender Pin (7 @ \$7.00)	Remove / Replace	Body	0.0	0.0	New	6506132AA	7	\$49.00	Yes	
21 103245	L Fender Pin (7 @ \$7.00)	Remove / Replace	Body	0.0	0.0	New	6506132AA	7	\$49.00	Yes	
22 100716	R Fender Adhesive Nameplate	Remove / Replace	Body	0.2	0.2	New	68234615AB	1	\$52.25	Yes	
23 100717	L Fender Adhesive Nameplate	Remove / Replace	Body	0.2	0.2	New	68234615AB	1	\$52.25	Yes	
Front Inner Structure											
24 100447	Frt Body Closing Panel	Remove / Install	Body	INCr#	0.4	Existing					
Air Bag System											
25 100407	R Air Bag Side Curtain Module -M	Remove / Install	Mechanical	INCr#	0.8	Existing					
26 AUTO	Roof Headliner	Remove / Install	Body	INC#	4.4						
27 100408	L Air Bag Side Curtain Module -M	Remove / Install	Mechanical	INCr#	0.8	Existing					
Windshield											
28 101222	W/Shield Glass	Remove / Replace	Glass	INC#	2.7	Aftermarket New	DW02177GT Y	1	\$463.54	Yes	
29 AUTO	Add w/Rain Sensor	Remove / Replace	Body	0.3	0.3						
30 AUTO	Add W/Humidity Sensor	Remove / Replace	Body	0.3	0.3						
31 101231	R W/Shield Pillar Garnish	Remove / Install	Body	INCr	0.3	Existing					
32 101232	L W/Shield Pillar Garnish	Remove / Install	Body	INCr	0.3	Existing					
33 101244	R W/Shield Wiper Blade Arm	Remove / Replace	Body	INC#	0.2	New	68082554AA	1	\$119.00	Yes	
Instrument Panel											
34 102086	Instrument Panel Assy -M	Remove / Install	Mechanical	4.5	4.5	Existing					
Center Console											
35 102087	Console	Remove / Install	Body	0.6	0.6	Existing					
Rocker / Pillars / Floor											
36 101303	R Door Opening Panel	Repair	Body	7.0*#	20.8	Existing					
37 900501	dented trough out transfer along roof rail										

Line #	Description	LABOR				PART				
		Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
38	AUTO R Door Opening Panel Complete	Refinish Only	Refinish	3.8 C	3.8	Existing				
39	101304 L Door Opening Panel	Repair	Body	7.0*#	20.8	Existing				
40	900501 dented trough out transfer along roof rail									
41	AUTO L Door Opening Panel Complete	Refinish Only	Refinish	3.8 C	3.8	Existing				
42	102049 R Rocker Moulding	Remove / Install	Body	0.4	0.4	Existing				
43	102050 L Rocker Moulding	Remove / Install	Body	0.4	0.4	Existing				
44	101389 R Rocker Moulding Retainer (7 @ \$7.00)	Remove / Replace	Body	0.0	0.0	New	6509049AA	7	\$49.00	Yes
45	101390 L Rocker Moulding Retainer (7 @ \$7.00)	Remove / Replace	Body	0.0	0.0	New	6509049AA	7	\$49.00	Yes
46	101397 R Ctr Pillar Trim Panel	Remove / Install	Body	0.8r	0.8	Existing				
47	101398 L Ctr Pillar Trim Panel	Remove / Install	Body	0.8r	0.8	Existing				
Front Seat										
48	102045 R Seat Assy	Remove / Install	Body	INC	0.4	Existing				
49	102046 L Seat Assy	Remove / Install	Body	INC	0.4	Existing				
Front Door										
50	101467 R Frt Upr Door Adhesive Moulding	Remove / Replace	Body	0.2	0.2	New	57010504AM	1	\$110.00	Yes
51	101468 L Frt Upr Door Adhesive Moulding	Remove / Replace	Body	0.2	0.2	New	57010505AM	1	\$105.00	Yes
Rear Door										
52	100004 R Rear Door Outside	Blend	Refinish	0.9 C	1.1	Existing				
53	101102 L Rear Door Outside	Blend	Refinish	0.9 C	1.1	Existing				
54	100735 R Rear Otr Door Belt Moulding	Remove / Install	Body	0.2	0.2	Existing				
55	100736 L Rear Otr Door Belt Moulding	Remove / Install	Body	0.2	0.2	Existing				
56	100745 R Rear Door Trim Panel	Remove / Install	Body	0.4	0.4	Existing				
57	100746 L Rear Door Trim Panel	Remove / Install	Body	0.4	0.4	Existing				
58	100763 R Rear Otr Door Handle	Remove / Install	Body	0.3#	0.3	Existing				
59	100764 L Rear Otr Door Handle	Remove / Install	Body	0.3#	0.3	Existing				
Roof										
60	101694 Roof Panel	Remove / Replace	Body	19.0	19.0	New	68250100AA	1	\$910.00	Yes
61	AUTO Roof Panel Outside	Refinish Only	Refinish	2.5 C	2.7					
62	AUTO Add To R&L/R&R Side Curtain Air Bags -M	Remove / Replace	Mechanical	1.6	1.6					
63	101697 Roof Reinforcement Bow	Remove / Replace	Body	1.0	1.0	New	68044570AC	1	\$45.85	Yes
Back Window										
64	101651 Back Window Glass	Remove / Install	Glass	0.3#	3.3	Existing				

				LABOR		PART					
Line #	Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax	
Quarter Panel											
65	100290	R Quarter Outer Panel	Repair	Body	5.5*#	17.2	Existing				
66	AUTO	R Quarter Panel Outside	Refinish Only	Refinish	1.9 C	2.3	Existing				
67	100291	L Quarter Outer Panel	Repair	Body	1.5*#	17.7	Existing				
68	900501	sctrached from tree									
69	AUTO	L Quarter Panel Outside	Refinish Only	Refinish	1.9 C	2.3	Existing				
70	102843	R Quarter Shield	Remove / Install	Body	0.4r	0.4	Existing				
71	102844	L Quarter Shield	Remove / Install	Body	0.4r	0.4	Existing				
72	900500	basecoat deduction	Refinish Only	Refinish*	-0.3*	0.0	Existing				
73	900501	Modified Refinish									
74	900500	basecoat deduction	Refinish Only	Refinish*	-0.3*	0.0	Existing				
75	900501	Modified Refinish									
Luggage Lid											
76	101796	Luggage Lid Spoiler	Remove / Install	Body	INC#	0.4	Existing				
77	101797	Luggage Trim Panel	Remove / Install	Body	0.3	0.3	Existing				
78	101799	Luggage Lid Panel	Repair	Body	4.0*	1.8	Existing				
79	AUTO	Luggage Lid Outside	Refinish Only	Refinish	2.0 C	2.4	Existing				
80	102839	Luggage Lid Spoiler	Remove / Replace	Body	0.4#	0.4	New	5NH39TZZAC	1	\$1,160.00	Yes
81	900500	basecoat deduction	Refinish Only	Refinish*	-0.3*	0.0	Existing				
82	900501	Modified Refinish									
Rear Lamps											
83	100462	R Rear Combination Lamp	Remove / Install	Body	INC#	0.6	Existing				
84	100463	L Rear Combination Lamp	Remove / Install	Body	INC#	0.6	Existing				
85	100904	Rear Combination Lamp	Remove / Install	Body	0.4#	0.4	Existing				
Rear Bumper											
86	100894	Rear Bumper Cover	Remove / Install	Body	1.6#	1.6	Existing				
Additional Costs & Materials											
87	AUTO	Paint/Materials	Additional Cost						\$1,011.50*	Yes	
88	AUTO	Hazardous Waste Disposal	Additional Cost						\$5.00*	Yes	
89	936001	Towing	Additional Cost						\$170.00*		
Additional Operations											
90	AUTO	Clear Coat	Additional Operation	Refinish	5.6	0.0			\$0.00		
Special / Manual Entry											
91	900500	FLEX ADDITIVE	Remove / Replace	Body*	0.0*	0.0	Aftermarket New	** QUAL REPL PART	1	\$8.00*	Yes

LABOR						PART				
Line #	Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
92 900500	COVER CAR FOR OVERSPRAY	Additional Labor	Body*	0.0*	0.0	Sublet	Sublet	1	\$10.00*	
93 900500	MASK JAMBS, OPENING, ENTRY	Additional Labor	Body*	0.5*	0.0	Sublet	Sublet	1	\$10.00*	
94 900500	TINT COLOR TO MATCH	Repair	Body*	0.5*	0.0	Existing		1		
95 900500	Pre Scan	Additional Labor	Mechanical*	0.5*	0.0	Existing		0		
96 900500	Post Scan	Additional Labor	Mechanical*	0.5*	0.0	Existing		0		
97 900500	URETHANE KIT	Remove / Replace	Glass*	0.0*	0.0	Aftermarket New	** QUAL REPL PART	1	\$18.00*	Yes
98 900500	URETHANE KIT	Remove / Replace	Glass*	0.0*	0.0	Aftermarket New	** QUAL REPL PART	1	\$18.00*	Yes
99 900500	BAG INTERIOR FOR WELDING	Remove / Replace	Body*	0.3*	0.0	Sublet	Sublet	1	\$5.00*	
100 900500	DISCONNECT BATTERY TERMINALS	Repair	Body*	0.2*	0.0	Existing		1		
101 900500	SEAM SEALERS	Remove / Replace	Body*	0.3*	0.0	Aftermarket New	** QUAL REPL PART	1	\$20.00*	Yes
102 900500	glass clean up	Repair	Body*	1.0*	0.0	Existing				

* Judgment Item

T Included in Two Tone Calculation

Labor Note Applies

d Discontinued by Manufacturer

C Included in Clear Coat Calculation

A Included in Clear Coat and Two Tone Calculation

r CEG R&R Time Used for this Labor Operation

[] Verify the part number and price before ordering

Parts Vendors

KEYSTONE KEYSIQ
12325 KERREN ST. STE. C
POWAY CA 92064
(858) 547-4401 (Work)
(800) 995-7550 (Work)

SAFELITE WAWANESA (A)
WWNS PRICING TYPE A
COLUMBUS OH 43235
(888) 800-4527 (Work)

Line	Part #	Total Price	Line	Part #	Total Price
10	CH1200384C	\$106.00	28	DW02177GT	\$463.54

Disclaimer: This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. Any warranties applicable to these replacement parts are provided by the manufacturer or distributor of the parts, rather than by the original manufacturer of your vehicle.

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	72.1	\$48.00	\$20.00	\$3,480.80
Refinish Labor	28.9	\$48.00		\$1,387.20
Mechanical Labor	7.1	\$95.00		\$674.50
Glass Labor	0.3	\$46.00		\$13.80
Total Labor	108.4			\$5,556.30

Estimate Totals

		Taxable	\$0.00
		Tax 0.0000%	\$0.00
		Non-Taxable	\$5,556.30
		Labor Total	\$5,556.30
Parts	Amount		
Taxable Parts	\$3,383.89		\$3,383.89
		Parts Adjustments	\$0.00
		Tax 8.7500%	\$296.09
		Non-Taxable	\$5.00
		Parts Total	\$3,684.98
Costs	Amount		
Other Additional Costs	\$175.00		\$175.00
Paint Materials	\$1,011.50		\$1,011.50
Paint Materials Rate: \$35.00		Taxable	\$1,016.50
Rate Max: 99.9 units		Tax 8.7500%	\$88.94
Additional Rate: \$0.00		Non-Taxable	\$170.00
		Costs Total	\$1,275.44
Gross Totals	Amount		
Gross Total	\$10,516.72		\$10,516.72
		Taxable	\$4,400.39
		Tax	\$385.03
		Non-Taxable	\$5,731.30
		Gross Total	\$10,516.72
Adjustments	Amount		
Deductible	-\$500.00		-\$500.00
Total Customer Responsibility			-\$500.00
		Net Estimate Total	\$10,016.72

Please note: if any of the following operations are listed on the estimate, the labor time associated with them is not used in determining the amount of paint materials: Drill & Install ornamentation, Undercoating, Restore corrosion protection, Taped stripe, Finish sand and buff, De-nib and polish, Mask for overspray.

This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. Wawanesa General Insurance Company warrants that non-original equipment manufacturer replacement crash parts are at least equal to the original equipment manufacturer parts in terms of kind, quality, safety, fit, and performance. Any warranties applicable to these replacement parts are provided by the manufacturer or distributor of the parts, rather than by the original manufacturer of your vehicle.

We are prohibited by law from requiring that repairs be done at a specific automotive repair dealer. You are entitled to select the auto body repair shop to repair damage covered by us. We have recommended an automotive repair dealer that will repair your damaged vehicle. We recommend you contact any other automotive repair dealer you are considering to clarify any questions you may have regarding services and benefits. If you agree to use our recommended automotive repair dealer, we will cause the damaged vehicle to be restored to its condition prior to the loss at no additional cost to you other than as

stated in the insurance policy or as otherwise allowed by law. If you experience a problem with the repair of your vehicle, please contact us immediately for assistance.

AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

A CONSUMER IS ENTITLED TO:

- 1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.**
- 2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.**
- 3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.**
- 4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.**
- 5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.**
- 6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.**

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

**Toll Free (866) 799-3811
Bureau of Automotive Repair
10949 North Mather Blvd.
Rancho Cordova, CA 95670**

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

**(800) 927-4357 or (213) 897-8921
California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013**

The California Department of Insurance can also accept complaints over its web site at: www.insurance.ca.gov

Disclaimer: For your protection California law requires the following statement to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Detailed History for Police Inc# #HI213410029 As of 1/20/2022 10:24:32

Output for: G1440

Priority:3 Type:COUNTR - COUNTER RPT

Location:CHURCH AVE/BASELINE ST, HIG <7300/ 27500>

Created:	12/07/2021 08:58:48	EC27	I7080
Entered:	12/07/2021 09:01:37	EC27	I7080
Dispatch:	12/07/2021 09:49:36	EC04	C3705
Enroute:	12/07/2021 09:49:36	EC04	C3705
Onscene:	12/07/2021 09:59:03	MHIP01	F5129
Control:	12/07/2021 10:08:27	MHIP01	F5129
Closed:	12/07/2021 10:10:52	MHIP01	F5129

IC: PrimeUnit:13P21 Dispo:NAT Type:COUNTR - COUNTER RPT

Jur:HI Group:HI Squad Area:HI2 RptDist:HI017 ☐ Detail

08:58:48pst CREATE Location:CHURCH AVE/BASELINE ST, HIG Type:COUNTR Inf/Name:MDALGO,ANNA
Phone: Group:HI RD:HI017 TypeDesc:COUNTER RPT LocDesc: <7300/
27500> Priority:3 Response:1PAT Jur:HI LocType:H RPCont:Y GeoLong:-117.204403
GeoLat:34.121238

09:01:37 ENTRY Text:A TREE BRANCH FELL ON RP'S SON'S VEH ON THE 26TH // HER INSURANCE
IS REQ SHE GET LE REPORT // SHE WILL BE WAITING IN THE P LOT FOR CTC IN
A GRY HYUN SD RENTAL CAR

09:01:37 VEH V#:1 VehCol:GRY Year:2017 Make:DODG Model:DODG-CHA Misc:SON'S VEH

09:01:37 VEH V#:2 VehCol:GRY Make:HYUN Style:SD

09:01:37 SUBJ S#:1 Name:JARAMILLO,GIOVANNI

09:01:38 -SELECT

09:01:38 RFT Name:JARAMILLO ,GIOVANNI Repeat:Yes

09:01:37 -PREMIS Text:PPR

09:01:48 HOLD

09:01:59 INFO

09:01:59 SUBJ S#:1 Sex:M Name:JARAMILLO,GIOVANNI Misc:SON

09:01:59 RFT Name:JARAMILLO ,GIOVANNI Sex:M Repeat:Yes

09:02:00 NOMORE

09:33:15 HOLD

09:49:36 DISPER 13P21 Operator:F5129 OperNames:LOPEZ,CHARLES

09:49:36 -PRIU 13P21

09:59:03 *ONSCN 13P21

10:03:38 *RFT 13P21 InvType:SNS Name:JARAMILLO,GIOVANNI Sex:M DOB:092697

10:03:39 *RFT 13P21 Text:INQUIRY SNSINV,JARAMILLO,GIOVANNI,,,M,09/26/1997,,,X,X,X,X,,,,,

10:08:10 *RFT 13P21 Text:INQUIRY CADQ,,,,,,,,,8PHJ850,,,,,,,,

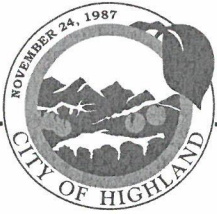
10:08:27 *OK 13P21

10:10:52 *CLEAR 13P21 Dispo:NAT Text:R/P STATED ON 11/26/21 HE WAS DRIVING NEAR THE AREA
OF CHURCH ST AND BASELINE ST WHEN A TREE BRANCH FELL ONTOP OF HIS
VEHICLE DUE TO THE HIGH WINDS. R/P TOOK PHOTOGRAPHS OF THE
INCIDENT BUT DID NOT CALL LAW ENFORCEMENT DUE TO THE HIGH WINDS
AND HIM BEING AFRAID. R/P WANTED DOCUMENTATION TO PROVIDE
INSURANCE COMPANY. R-0

10:10:52 -PRIU 13P21

10:10:52 -CLEAR

10:10:52 *CLOSE



STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

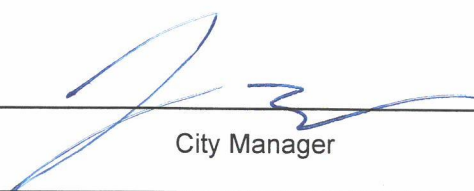
REVIEWED BY: Chuck Dantuono, Director of Administrator Services/City Treasurer
Dana Calkins, George Hills Company, Claims Adjusters

SUBJECT: Claim Consideration – Wawanesa as Subrogee of Annamarie Hidalgo

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

BACKGROUND: The Claim was received in the City Clerk's Office on January 31, 2022. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

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

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

February 7, 2022

Betty Hughes
City of Highland

RE:	Client:	City of Highland
	Claim Number:	GHC0041150
	Date of Loss:	11/25/2021
	Claimant:	Annamarie Hidalgo & Wawanesa A/S/O Annamarie Hidalgo

Dear Ms. Hughes:

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

- **Please issue standard rejections to commence the statute of limitations on both.**

Please provide us with a copy of the notices sent.

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

Kindest Regards,
George Hills Company, Inc.

Dana Calkins

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

City of
HIGHLAND
Inc. 1987



February 1, 2022

Dana Calkins, PECP
Claims Adjuster
Rancho Cordova Office
PO Box 278
Rancho Cordova, CA 95741

Re: Claimant(s): Wawanesa as Subrogee of Annamarie Hidalgo
Incident Date: November 25, 2021

Dear Dana:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on January 31, 2022, 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, February 22, 2022, 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 wawanesa annamarie hidalgo ltr.docx

Mayor	Mayor Pro Tem	City Council	City Council	City Council	City Manager
Larry McCallon	Penny Lilburn	Jesse Chavez	Anaeli Solano	John P. Timmer	Joseph A. Hughes
27215 Base Line • Highland, CA 92346					
Tel: 909.864.6861 • Fax: 909.862.3180 • www.cityofhighland.org					





Wawanesa
Insurance

WAWANESA GENERAL INSURANCE COMPANY
PO Box 82867 San Diego, CA 92138-9492
Claims Department Toll Free: 1-888-WAWA-CLAIM
Policy Service 858-874-5300 or Toll Free 1-800-640-2920

January 26, 2022

CITY CLERK, CITY OF HIGHLAND
27215 Baseline St Ste 27215
Highland California 92346-3125

RE: Date of Loss: November 25, 2021
Our Insured: Annamarie Hidalgo
Claim Number: 000000001849431

Dear City Clerk, City Of Highland,

Please see attached the claim form that we are presenting along with other documents.

Sincerely,

Philisha Olatunji
Inside Claims Representative
Phone: 888-929-2252 x1506133
Fax: 619-285-2722
Email: polatunji@wawanesa.com

RECEIVED

JAN 31 2022

CITY OF HIGHLAND
CITY CLERK



RECEIVED

JAN 31 2022

CITY OF HIGHLAND
CITY CLERK

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

Received: 01/31/22

By: B. H. H.

☒ 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 Annamarie Hidalgo
 - a. Complete Address of Claimant, including City, State and Zip Code:
1249 Edwards St #29 Redlands, Ca 92374
 - b. Phone Number (909) 855-2440
 - c. Date of Birth 7-26-1974

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

A8070599

Issued by which State: California

 x Driver's License Identification Card

Expiration Date: _____

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

Wawanesa Insurance PO BOX 82867 San Diego Ca 92138 adj Philisha Olatunji

1-888-929-2252 ext 1506133

3. Occurrence or event from which the claim arises:

a. Date of occurrence 11-25-2021

b. Time of occurrence 3:00 AM

c. Place of occurrence (Exact and specific location)

Base Line St and Church St, Highland Ca

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

Our customer was travleing on Baseline when a large tree branch fell on top
of the car causing dmg to the vehicle

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

The city's lack of maintance of the tree.

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".

No injuries.

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

No city employees involved

6. Name and address of any other person injured:

None

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

None.

8. Damages Claimed:

a. Amount claimed as of this date: \$ 10,916.49

b. Estimate amount of future costs: \$ None

c. Total amount claimed: \$ 10,916.49

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

We have added the appraisal and rental invoice.

Police report as well.

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

- a. None. _____
- b. _____
- c. _____
- d. _____
- e. _____

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

None _____

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

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

Signed at: San Diego, Ca
City and State

Date: 1-26-2022

Wawanesa Ins. as subrogee Annamarie Hidalgo
Signature of Claimant

Wawanesa Ins. Philisha Olatunji
Printed name of person signing above

Caliber - Redlands - 0005
450 Nevada St, Redlands, CA 92373-4244
Office: (909) 793-3442
Fax: (909) 335-1648
0005Assignments@CaliberCollision.com

Estimate ID
8984845
Original
Claim Number
000000001849431-01

PRN Number BS09281

THIS IS AN ESTIMATE ONLY AND NOT AN AUTHORIZATION TO REPAIR. IT IS THE RESPONSIBILITY OF THE VEHICLE OWNER TO AUTHORIZE REPAIRS. A copy of this estimate must be provided to the repair facility prior to the start of repairs. Failure to do so may result in additional expense to you.

THIS ESTIMATE WAS WRITTEN BASED ON VISIBLE OR KNOWN DAMAGES AT THE TIME OF INSPECTION.

SUPPLEMENT INSTRUCTIONS:

Send an email to: SDESUPPREQUESTS@WAWANESA.COM Please have the claim number in the email subject line. Requests should include all proofs of loss, including but not limited to:

1. Supplemental estimate
2. Photos clearly showing additional damages
3. Photos of vehicle's vin, mileage and rear license plate
4. All part, sublet, diagnostic sheets and invoices available to date.

NO SUPPLEMENT WILL BE HONORED WITHOUT PRIOR WAWANESA APPROVAL

Owner Annamarie Hidalgo	Insured Annamarie Hidalgo	Appraiser Michael Fantroy michael.fantroy@calibercollision.com m
		Classification None

Wawanesa General Insurance Company

Loss Type Comprehensive	Claim Number 000000001849431-01	Policy Number	Adjuster Philisha Olatunji (877) 929-2637 (Work) polatunji@wawanesa.com
Deductible 500.00 - Not Waived	Reported Date 11/25/2021	Loss Date 11/25/2021	Inspection Site CALIBER REDLANDS. 450 Nevada St Redlands, CA 92373

2017 Dodge Charger R/T 4 Door Sedan 5.7L 8 Cyl Gas Injected 8 Speed Auto Trans RWD

Exterior Color PDM (Tungsten Metallic)	Interior Color BLACK	License	VIN
Condition Good	Drivable No	Odometer 70442	Production Date 12/2016

Committed On
12/9/2021
11:53 AM

Version
Mitchell Estimating 21.4
OEM DEC_21_V

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Printed On
12/9/2021
11:53 AM

Profile
Wawa Shop
Profile Version
97.0

Page 1 of 9

Mitchell Service Code
911667

Primary Point of Impact
Non-Collision (16)

Options

Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Auto Air Condition
Automatic Headlights	Auxiliary Input	Bluetooth Wireless Connectivity	Cloth Seat	Cruise Control
Daytime Running Lights	Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Dual A/C	Electric Defogger
Electronic Stability Control	First Row Bucket Seat	Fog Lights	Front Heated Seats	Heated Mirror
Interior Automatic Day/Night Or Electrochromatic Mirror	Keyless Entry System	Leather Steering Wheel	Left-Curtain Air Bag	MP3 Player
Passenger-Front Air Bag	Power Door Locks	Power Driver Seat	Power Remote Mirror	Power Steering
Power Windows	Premium Sound Sys.	Rear Bench Seat	Rear Spoiler	Remote Decklid Or Tailgate Release
Remote Vehicle Starter System	Satellite Radio	Second Row Side Airbag With Head Protection	Side Airbags	Smart Key System
Steering Wheel Mounted Audio Control	Telematic Systems	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic
Trip Computer	Universal Garage Door Opener			

Annamarie Hidalgo | 2017 Dodge Charger R/T

Parts Profile
Wawa Shop Parts

Parts Profile Version
6.0

				LABOR		PART —					
Line #	Description		Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
Front Bumper											
1	100386	Frt Bumper Cover	Remove / Install	Body	2.0#	2.0	Existing				
2	102899	Frt Bumper Cover	Repair	Body	3.0*#	4.0	Existing				
3	AUTO	Frt Bumper Cover	Refinish Only	Refinish	2.7# C	2.7	Existing				
4	103658	Frt Bumper License Plate Bracket	Remove / Install	Body	0.2r	0.2	Existing				
5	100951	Frt Lwr Bumper Grille	Remove / Install	Body	0.3r#	0.3	Existing				
6	100947	R Frt Bumper Fog Lamp Opening Cover	Remove / Install	Body	0.2r#	0.2	Existing				
7	100948	L Frt Bumper Fog Lamp Opening Cover	Remove / Install	Body	0.2r#	0.2	Existing				
8	900500	basecoat deduction	Refinish Only	Refinish*	-0.3*	0.0	Existing				
9	900501	Modified Refinish									
Grille											
10	100461	Grille	Remove / Replace	Body	0.4#	0.4	Aftermarket Certified	CH1200384C	1	\$106.00	Yes
Front Lamps											
11	100377	R Front Combination Lamp	Remove / Install	Body	0.4#	0.4	Existing				

Committed On
12/9/2021
11:53 AM

Version
Mitchell Estimating 21.4
OEM DEC_21_V

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Printed On
12/9/2021
11:53 AM

Profile
Wawa Shop
Profile Version
97.0

Page 2 of 9

Line #	Description	Operation	Type	LABOR		Type	PART		Qty	Total Price	Tax
				Total Units	CEG		Number				
12 100389	L Front Combination Lamp	Remove / Install	Body	0.4#	0.4	Existing					
Hood											
13 100559	Hood Panel (Alum)	Repair	Body	7.5*	1.6	Existing					
14 900501	dented and creased through out tree transfer										
15 AUTO	Hood Outside	Refinish Only	Refinish	2.8 C	2.8	Existing					
16 900500	basecoat deduction	Refinish Only	Refinish*	-0.3*	0.0	Existing					
17 900501	Modified Refinish										
Front Fender											
18 100002	R Fender Outside	Blend	Refinish	0.8 C	1.0	Existing					
19 100379	L Fender Outside	Blend	Refinish	0.8 C	1.0	Existing					
20 103247	R Fender Pin (7 @ \$7.00)	Remove / Replace	Body	0.0	0.0	New	6506132AA	7	\$49.00	Yes	
21 103245	L Fender Pin (7 @ \$7.00)	Remove / Replace	Body	0.0	0.0	New	6506132AA	7	\$49.00	Yes	
22 100716	R Fender Adhesive Nameplate	Remove / Replace	Body	0.2	0.2	New	68234615AB	1	\$52.25	Yes	
23 100717	L Fender Adhesive Nameplate	Remove / Replace	Body	0.2	0.2	New	68234615AB	1	\$52.25	Yes	
Front Inner Structure											
24 100447	Frt Body Closing Panel	Remove / Install	Body	INCr#	0.4	Existing					
Air Bag System											
25 100407	R Air Bag Side Curtain Module -M	Remove / Install	Mechanical	INCr#	0.8	Existing					
26 AUTO	Roof Headliner	Remove / Install	Body	INC#	4.4						
27 100408	L Air Bag Side Curtain Module -M	Remove / Install	Mechanical	INCr#	0.8	Existing					
Windshield											
28 101222	W/Shield Glass	Remove / Replace	Glass	INC#	2.7	Aftermarket New	DW02177GT Y	1	\$463.54	Yes	
29 AUTO	Add w/Rain Sensor	Remove / Replace	Body	0.3	0.3						
30 AUTO	Add W/Humidity Sensor	Remove / Replace	Body	0.3	0.3						
31 101231	R W/Shield Pillar Garnish	Remove / Install	Body	INCr	0.3	Existing					
32 101232	L W/Shield Pillar Garnish	Remove / Install	Body	INCr	0.3	Existing					
33 101244	R W/Shield Wiper Blade Arm	Remove / Replace	Body	INC#	0.2	New	68082554AA	1	\$119.00	Yes	
Instrument Panel											
34 102086	Instrument Panel Assy -M	Remove / Install	Mechanical	4.5	4.5	Existing					
Center Console											
35 102087	Console	Remove / Install	Body	0.6	0.6	Existing					
Rocker / Pillars / Floor											
36 101303	R Door Opening Panel	Repair	Body	7.0*#	20.8	Existing					
37 900501	dented trough out transfer along roof rail										

Line #	Description	Operation	Type	LABOR		Type	PART		Tax
				Total Units	CEG		Number	Qty Total Price	
38	AUTO R Door Opening Panel Complete	Refinish Only	Refinish	3.8 C	3.8	Existing			
39	101304 L Door Opening Panel	Repair	Body	7.0*#	20.8	Existing			
40	900501 dented trough out transfer along roof rail								
41	AUTO L Door Opening Panel Complete	Refinish Only	Refinish	3.8 C	3.8	Existing			
42	102049 R Rocker Moulding	Remove / Install	Body	0.4	0.4	Existing			
43	102050 L Rocker Moulding	Remove / Install	Body	0.4	0.4	Existing			
44	101389 R Rocker Moulding Retainer (7 @ \$7.00)	Remove / Replace	Body	0.0	0.0	New	6509049AA	7 \$49.00	Yes
45	101390 L Rocker Moulding Retainer (7 @ \$7.00)	Remove / Replace	Body	0.0	0.0	New	6509049AA	7 \$49.00	Yes
46	101397 R Ctr Pillar Trim Panel	Remove / Install	Body	0.8r	0.8	Existing			
47	101398 L Ctr Pillar Trim Panel	Remove / Install	Body	0.8r	0.8	Existing			
Front Seat									
48	102045 R Seat Assy	Remove / Install	Body	INC	0.4	Existing			
49	102046 L Seat Assy	Remove / Install	Body	INC	0.4	Existing			
Front Door									
50	101467 R Frt Upr Door Adhesive Moulding	Remove / Replace	Body	0.2	0.2	New	57010504AM	1 \$110.00	Yes
51	101468 L Frt Upr Door Adhesive Moulding	Remove / Replace	Body	0.2	0.2	New	57010505AM	1 \$105.00	Yes
Rear Door									
52	100004 R Rear Door Outside	Blend	Refinish	0.9 C	1.1	Existing			
53	101102 L Rear Door Outside	Blend	Refinish	0.9 C	1.1	Existing			
54	100735 R Rear Otr Door Belt Moulding	Remove / Install	Body	0.2	0.2	Existing			
55	100736 L Rear Otr Door Belt Moulding	Remove / Install	Body	0.2	0.2	Existing			
56	100745 R Rear Door Trim Panel	Remove / Install	Body	0.4	0.4	Existing			
57	100746 L Rear Door Trim Panel	Remove / Install	Body	0.4	0.4	Existing			
58	100763 R Rear Otr Door Handle	Remove / Install	Body	0.3#	0.3	Existing			
59	100764 L Rear Otr Door Handle	Remove / Install	Body	0.3#	0.3	Existing			
Roof									
60	101694 Roof Panel	Remove / Replace	Body	19.0	19.0	New	68250100AA	1 \$910.00	Yes
61	AUTO Roof Panel Outside	Refinish Only	Refinish	2.5 C	2.7				
62	AUTO Add To R&I/R&R Side Curtain Air Bags -M	Remove / Replace	Mechanical	1.6	1.6				
63	101697 Roof Reinforcement Bow	Remove / Replace	Body	1.0	1.0	New	68044570AC	1 \$45.85	Yes
Back Window									
64	101651 Back Window Glass	Remove / Install	Glass	0.3#	3.3	Existing			

				LABOR		PART					
Line #	Description		Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
Quarter Panel											
65	100290	R Quarter Outer Panel	Repair	Body	5.5*#	17.2	Existing				
66	AUTO	R Quarter Panel Outside	Refinish Only	Refinish	1.9 C	2.3	Existing				
67	100291	L Quarter Outer Panel	Repair	Body	1.5*#	17.7	Existing				
68	900501	sctrached from tree									
69	AUTO	L Quarter Panel Outside	Refinish Only	Refinish	1.9 C	2.3	Existing				
70	102843	R Quarter Shield	Remove / Install	Body	0.4r	0.4	Existing				
71	102844	L Quarter Shield	Remove / Install	Body	0.4r	0.4	Existing				
72	900500	basecoat deduction	Refinish Only	Refinish*	-0.3*	0.0	Existing				
73	900501	Modified Refinish									
74	900500	basecoat deduction	Refinish Only	Refinish*	-0.3*	0.0	Existing				
75	900501	Modified Refinish									
Luggage Lid											
76	101796	Luggage Lid Spoiler	Remove / Install	Body	INC#	0.4	Existing				
77	101797	Luggage Trim Panel	Remove / Install	Body	0.3	0.3	Existing				
78	101799	Luggage Lid Panel	Repair	Body	4.0*	1.8	Existing				
79	AUTO	Luggage Lid Outside	Refinish Only	Refinish	2.0 C	2.4	Existing				
80	102839	Luggage Lid Spoiler	Remove / Replace	Body	0.4#	0.4	New	5NH39TZZAC	1	\$1,160.00	Yes
81	900500	basecoat deduction	Refinish Only	Refinish*	-0.3*	0.0	Existing				
82	900501	Modified Refinish									
Rear Lamps											
83	100462	R Rear Combination Lamp	Remove / Install	Body	INC#	0.6	Existing				
84	100463	L Rear Combination Lamp	Remove / Install	Body	INC#	0.6	Existing				
85	100904	Rear Combination Lamp	Remove / Install	Body	0.4#	0.4	Existing				
Rear Bumper											
86	100894	Rear Bumper Cover	Remove / Install	Body	1.6#	1.6	Existing				
Additional Costs & Materials											
87	AUTO	Paint/Materials	Additional Cost							\$1,011.50*	Yes
88	AUTO	Hazardous Waste Disposal	Additional Cost							\$5.00*	Yes
89	936001	Towing	Additional Cost							\$170.00*	
Additional Operations											
90	AUTO	Clear Coat	Additional Operation	Refinish	5.6	0.0				\$0.00	
Special / Manual Entry											
91	900500	FLEX ADDITIVE	Remove / Replace	Body*	0.0*	0.0	Aftermarket New	** QUAL REPL PART	1	\$8.00*	Yes

LABOR						PART				
Line #	Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
92 900500	COVER CAR FOR OVERSPRAY	Additional Labor	Body*	0.0*	0.0	Sublet	Sublet	1	\$10.00*	
93 900500	MASK JAMBS, OPENING, ENTRY	Additional Labor	Body*	0.5*	0.0	Sublet	Sublet	1	\$10.00*	
94 900500	TINT COLOR TO MATCH	Repair	Body*	0.5*	0.0	Existing		1		
95 900500	Pre Scan	Additional Labor	Mechanical*	0.5*	0.0	Existing		0		
96 900500	Post Scan	Additional Labor	Mechanical*	0.5*	0.0	Existing		0		
97 900500	URETHANE KIT	Remove / Replace	Glass*	0.0*	0.0	Aftermarket New	** QUAL REPL PART	1	\$18.00*	Yes
98 900500	URETHANE KIT	Remove / Replace	Glass*	0.0*	0.0	Aftermarket New	** QUAL REPL PART	1	\$18.00*	Yes
99 900500	BAG INTERIOR FOR WELDING	Remove / Replace	Body*	0.3*	0.0	Sublet	Sublet	1	\$5.00*	
100 900500	DISCONNECT BATTERY TERMINALS	Repair	Body*	0.2*	0.0	Existing		1		
101 900500	SEAM SEALERS	Remove / Replace	Body*	0.3*	0.0	Aftermarket New	** QUAL REPL PART	1	\$20.00*	Yes
102 900500	glass clean up	Repair	Body*	1.0*	0.0	Existing				

* Judgment Item

T Included in Two Tone Calculation

Labor Note Applies

d Discontinued by Manufacturer

C Included in Clear Coat Calculation

A Included in Clear Coat and Two Tone Calculation

r CEG R&R Time Used for this Labor Operation

[] Verify the part number and price before ordering

Parts Vendors

KEYSTONE KEYSIQ
12325 KERREN ST. STE. C
POWAY CA 92064
(858) 547-4401 (Work)
(800) 995-7550 (Work)

SAFELITE WAWANESA (A)
WWNS PRICING TYPE A
COLUMBUS OH 43235
(888) 800-4527 (Work)

Line	Part #	Total Price	Line	Part #	Total Price
10	CH1200384C	\$106.00	28	DW02177GT	\$463.54

Disclaimer: This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. Any warranties applicable to these replacement parts are provided by the manufacturer or distributor of the parts, rather than by the original manufacturer of your vehicle.

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	72.1	\$48.00	\$20.00	\$3,480.80
Refinish Labor	28.9	\$48.00		\$1,387.20
Mechanical Labor	7.1	\$95.00		\$674.50
Glass Labor	0.3	\$46.00		\$13.80
Total Labor	108.4			\$5,556.30

Estimate Totals

			Taxable	\$0.00
			Tax 0.0000%	\$0.00
			Non-Taxable	\$5,556.30
			Labor Total	\$5,556.30
Parts	Amount			
Taxable Parts	\$3,383.89			\$3,383.89
			Parts Adjustments	\$0.00
			Tax 8.7500%	\$296.09
			Non-Taxable	\$5.00
			Parts Total	\$3,684.98
Costs	Amount			
Other Additional Costs	\$175.00			\$175.00
Paint Materials	\$1,011.50			\$1,011.50
Paint Materials Rate: \$35.00			Taxable	\$1,016.50
Rate Max: 99.9 units			Tax 8.7500%	\$88.94
Additional Rate: \$0.00			Non-Taxable	\$170.00
			Costs Total	\$1,275.44
Gross Totals	Amount			
Gross Total	\$10,516.72			\$10,516.72
			Taxable	\$4,400.39
			Tax	\$385.03
			Non-Taxable	\$5,731.30
			Gross Total	\$10,516.72
Adjustments	Amount			
Deductible	-\$500.00			-\$500.00
Total Customer Responsibility				-\$500.00
		Net Estimate Total		\$10,016.72

Please note: if any of the following operations are listed on the estimate, the labor time associated with them is not used in determining the amount of paint materials: Drill & Install ornamentation, Undercoating, Restore corrosion protection, Taped stripe, Finish sand and buff, De-nib and polish, Mask for overspray.

This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. Wawanesa General Insurance Company warrants that non-original equipment manufacturer replacement crash parts are at least equal to the original equipment manufacturer parts in terms of kind, quality, safety, fit, and performance. Any warranties applicable to these replacement parts are provided by the manufacturer or distributor of the parts, rather than by the original manufacturer of your vehicle.

We are prohibited by law from requiring that repairs be done at a specific automotive repair dealer. You are entitled to select the auto body repair shop to repair damage covered by us. We have recommended an automotive repair dealer that will repair your damaged vehicle. We recommend you contact any other automotive repair dealer you are considering to clarify any questions you may have regarding services and benefits. If you agree to use our recommended automotive repair dealer, we will cause the damaged vehicle to be restored to its condition prior to the loss at no additional cost to you other than as

stated in the insurance policy or as otherwise allowed by law. If you experience a problem with the repair of your vehicle, please contact us immediately for assistance.

AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (866) 799-3811
Bureau of Automotive Repair
10949 North Mather Blvd.
Rancho Cordova, CA 95670

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-4357 or (213) 897-8921
California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at: www.insurance.ca.gov

Disclaimer: For your protection California law requires the following statement to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Detailed History for Police Inc# #HI213410029 As of 1/20/2022 10:24:32

Output for: G1440

Priority:3 Type:COUNTR - COUNTER RPT

Location:CHURCH AVE/BASELINE ST, HIG <7300/ 27500>

Created:	12/07/2021 08:58:48	EC27	I7080
Entered:	12/07/2021 09:01:37	EC27	I7080
Dispatch:	12/07/2021 09:49:36	EC04	C3705
Enroute:	12/07/2021 09:49:36	EC04	C3705
Onscene:	12/07/2021 09:59:03	MHIP01	F5129
Control:	12/07/2021 10:08:27	MHIP01	F5129
Closed:	12/07/2021 10:10:52	MHIP01	F5129

IC: PrimeUnit:13P21 Dispo:NAT Type:COUNTR - COUNTER RPT

Jur:HI Group:HI Squad Area:HI2 RptDist:HI017 ☐ Detail

08:58:48pst CREATE Location:CHURCH AVE/BASELINE ST, HIG Type:COUNTR Inf/Name:INDALGO,ANNA
Phone Group:HI RD:HI017 TypeDesc:COUNTER RPT LocDesc: <7300/
27500> Priority:3 Response:1PAT Jur:HI LocType:H RPCont:Y GeoLong:-117.204403
GeoLat:34.121238

09:01:37 ENTRY Text:A TREE BRANCH FELL ON RP'S SON'S VEH ON THE 26TH // HER INSURANCE
IS REQ SHE GET LE REPORT // SHE WILL BE WAITING IN THE P LOT FOR CTC IN
A GRY HYUN SD RENTAL CAR

09:01:37 VEH V#:1 VehCol:GRY Year:2017 Make:DODG Model:DODG-CHA Misc:SON'S VEH

09:01:37 VEH V#:2 VehCol:GRY Make:HYUN Style:SD

09:01:37 SUBJ S#:1 Name:JARAMILLO,GIOVANNI

09:01:38 -SELECT

09:01:38 RFT Name:JARAMILLO ,GIOVANNI Repeat:Yes

09:01:37 -PREMIS Text:PPR

09:01:48 HOLD

09:01:59 INFO

09:01:59 SUBJ S#:1 Sex:M Name:JARAMILLO,GIOVANNI Misc:SON

09:01:59 RFT Name:JARAMILLO ,GIOVANNI Sex:M Repeat:Yes

09:02:00 NOMORE

09:33:15 HOLD

09:49:36 DISPER 13P21 Operator:F5129 OperNames:LOPEZ,CHARLES

09:49:36 -PRIU 13P21

09:59:03 *ONSCN 13P21

10:03:38 *RFT 13P21 InvType:SNS Name:JARAMILLO,GIOVANNI Sex:M DOB:092697

10:03:39 *RFT 13P21 Text:INQUIRY SNSINV,JARAMILLO,GIOVANNI,,M,09/26/1997,,,,X,X,X,X,,,,,

10:08:10 *RFT 13P21 Text:INQUIRY CADQ,,,,,,,,,8PHJ850,,,,,,,,,

10:08:27 *OK 13P21

10:10:52 *CLEAR 13P21 Dispo:NAT Text:R/P STATED ON 11/26/21 HE WAS DRIVING NEAR THE AREA
OF CHURCH ST AND BASELINE ST WHEN A TREE BRANCH FELL ON TOP OF HIS
VEHICLE DUE TO THE HIGH WINDS. R/P TOOK PHOTOGRAPHS OF THE
INCIDENT BUT DID NOT CALL LAW ENFORCEMENT DUE TO THE HIGH WINDS
AND HIM BEING AFRAID. R/P WANTED DOCUMENTATION TO PROVIDE
INSURANCE COMPANY. R-0

10:10:52 -PRIU 13P21

10:10:52 -CLEAR

10:10:52 *CLOSE

v



Rental Company: Enterprise Rent-A-Car
Invoice: 3269D51YQRY
Alternate Invoice Number: 51YQRY

Bill To: WW13247

WAWANESA MUTUAL INS
ATTN:PHILISHA OLATUNJI
9050 FRIARS RD SUITE 100
SAN DIEGO, CA 921085800

RENTER INFORMATION:

Renter: HIDALGO,ANNA
Address:

Home Phone:

Office Phone:

RENTAL INFORMATION:

Rental Branch Location:

ENTERPRISE RENT-A-CAR(3269)
1325 INDUSTRIAL PARK AVE
REDLANDS, CA 923742826

ADDITIONAL CLAIM INFORMATION:

Claim Number: 000000001849431
Claim Type: Insured
Vehicle Condition: Non-Driveable
Date Of Loss: 11/25/2021
Insured Name: HIDALGO,ANNAMARIE
Owner's Vehicle: 2017 DODGE
WAW TRANS ID:: WMIC:2493681
Policy Max Date:
DRP Y/N?:

Repair Facility:

CALIBER #0005 REDLANDS
REDLANDS, CA 92373
(909) 793-3442

VEHICLES RENTED:

Effective Date	Time	Year	Make	Model	VIN	Mileage
11/29/2021	5:11 PM	2020	HYUN	IONH		2903

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:

ENTERPRISE RENT-A-CAR (V499)
709 MILNER AVE
SCARBOROUGH, ON M1B 6B6
Federal ID:

Total Charges: \$959.76
Less Amount Received: \$59.99
Total Amount Due..... **\$899.77**

Please Include on your Check:

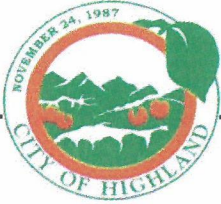
Invoice:3269D51YQRY

NOTEBOOK:

Date	Time	Notes
12/31/21	11:58 AM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive Partner. Revised Target Date from Shop Estimated Completion Date is 1/17/22.
12/30/21	11:19 AM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive. Waiting on Parts Estimated Completion Date is 1/14/22.
12/28/21	11:41 AM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive. Waiting on Parts Estimated Completion Date is 1/14/22.
12/21/21	3:05 PM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive Partner. Revised Target Date from Shop Estimated Completion Date is 1/14/22.
12/20/21	1:57 PM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive. Sublet Work Waiting on Vendor Estimated Completion Date is 1/14/22.
12/17/21	10:53 AM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive. Sublet Work Waiting on Vendor Estimated Completion Date is 1/14/22.
12/15/21	11:38 AM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive. Sublet Work Waiting on Vendor Estimated Completion Date is 1/7/22.
12/9/21	3:07 PM	ARMS® Auto RO Rec On 12/09 @ 03:07 PM (CST) RO# was updated to: 5027769 Total Hours --108.4 / Total Cost --\$10516.72 Labor Hours changed from 1.0 to 108.4 RO Original Date- 01/07/2022 Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive Partner. Revised Target Date from Shop Estimated Completion Date is 1/7/22.
12/8/21	9:18 AM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive. Waiting on Parts Estimated Completion Date is 12/3/21.
12/7/21	11:06 AM	Note to repair facility - Hi Shop, Please provide the target date, stage of repair, and if there were any repair delays such as part delays, etc. If part delay please confirm part name, Thanks ARMS® Auto RO Rec On 12/07 @ 11:06 AM (CST) RO# was updated to: 5027769 Total Hours --1.0 / Total Cost --\$366.00 Labor Hours changed from 0.0 to 1.0
12/7/21	7:59 AM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive. Waiting on Parts Estimated Completion Date is 12/3/21.
12/2/21	9:49 AM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive. Disassembly/Tear Down

12/1/21	7:09 PM	Estimated Completion Date is 12/3/21. ARMS® Auto RO Rec On 12/01 @ 07:09 PM (CST) RO# was updated to: 5027769
12/1/21	7:05 PM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive Partner. Vehicle On Track For Current Completion Date Estimated Completion Date is 11/29/21. ARMS® Auto RO Rec On 12/01 @ 07:05 PM (CST) RO# was updated to: 5027769 Total Cost --\$300.00 RO Date-In- 11/29/2021 RO Original Date- 11/29/2021
12/1/21	8:37 AM	Updated By: CALIBER #0005 REDLANDS From ARMS® Automotive. Assignment Sent, Waiting on Vehicle

* All times are in CST



STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Leticia Nava-Cruz, Accounting Supervisor

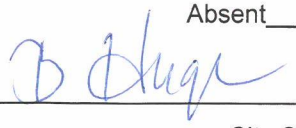
SUBJECT: Warrant Register #738

RECOMMENDATION: City Council to approve Warrant Register #738; Warrants in the amount of \$1,568,398.33 and Payroll in the amount of \$104,150.20.

FISCAL IMPACT: The total of Cash and Expenditures is \$1,672,548.53.

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

BACKGROUND: See Printouts Attached.

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

CITY OF HIGHLAND
WARRANT REGISTER #738
February 22, 2022

Warrants:

2/8/2022 Ck#84569-84625	1,147,319.98
2/11/2022 Payroll Wire #651-654 & Ck #84626-84628	59,012.87
2/15/2022 Ck#84629-84674	362,065.48

Total Warrants \$ 1,568,398.33

Payroll:

2/11/2022 Direct Deposits #11513-11555	103,864.48
2/11/2022 Ck #654	285.72

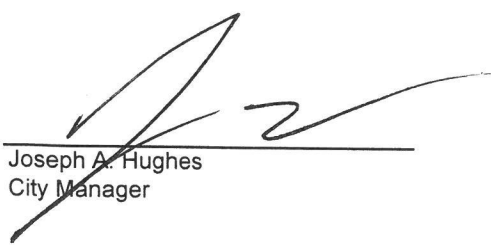
Total Payroll \$ 104,150.20

Total Warrants & Payroll \$ 1,672,548.53

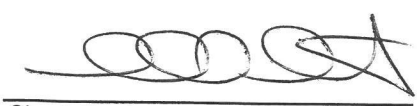
APPROVED BY:

Larry McCallon
Finance Subcommittee

John Timmer
Finance Subcommittee



Joseph A. Hughes
City Manager



Chuck Dantuono
Director of Administrative
Services/City Treasurer

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84569	2/8/2022	000030 SAN BERNARDINO COUNTY SHERIFFS	POLICE SERVICE-FEB POLICE SERVICE-FEB 001.2000.4560	948,712.00
			Total :	948,712.00
84570	2/8/2022	000085 EAST VALLEY WATER DISTRICT	LMD 02 - E-JAN LMD 02 - E-JAN 012.8500.4030 LMD 48C NOW B-39-JAN LMD 48C NOW B-39-JAN 012.8500.4030 LMD 48C NOW B-39-JAN LMD 48C NOW B-39-JAN 012.8500.4030 LMD 48-JAN LMD 48-JAN 012.8500.4030 LMD 48B-JAN LMD 48B-JAN 012.8500.4030 LMD 31-JAN LMD 31-JAN 012.8500.4030 LMD 00 - BASELINE-JAN LMD 00 - BASELINE-JAN 012.8500.4030 LMD 22-JAN LMD 22-JAN 012.8500.4030 LMD 03 -YARNELL-JAN LMD 03 -YARNELL-JAN 012.8500.4030 LMD 02 - A-JAN LMD 02 - A-JAN 012.8500.4030 LMD 03 - BASELINE-JAN LMD 03 - BASELINE-JAN	370.47 513.76 351.10 334.48 146.67 120.07 171.99 71.99 52.76 50.57

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84570	2/8/2022	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			012.8500.4030	54.76
			LMD 20 - BASELINE-JAN	
			LMD 20 - BASELINE-JAN	
			012.8500.4030	147.96
			LMD 01 - A-JAN	
			LMD 01 - A-JAN	
			012.8500.4030	59.98
			LMD 70-JAN	
			LMD 70-JAN	
			012.8500.4030	65.20
			LMD 35-JAN	
			LMD 35-JAN	
			012.8500.4030	73.99
			LMD 06-JAN	
			LMD 06-JAN	
			012.8500.4030	41.71
			LMD 01 - B-JAN	
			LMD 01 - B-JAN	
			012.8500.4030	57.37
			BEATTIE - IRRIGATION-JAN	
			BEATTIE - IRRIGATION-JAN	
			001.6000.4030	1,726.44
			LMD 30-JAN	
			LMD 30-JAN	
			012.8500.4030	115.35
			LMD B-39-JAN	
			LMD B-39-JAN	
			012.8500.4030	240.80
			CANYON OAKS PARK-JAN	
			CANYON OAKS PARK-JAN	
			016.8540.4030	257.91
			LMD 02 - B-JAN	
			LMD 02 - B-JAN	
			012.8500.4030	193.07
			LMD 13-JAN	
			LMD 13-JAN	
			012.8500.4030	134.35

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84570	2/8/2022	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 02 - D-JAN	
			LMD 02 - D-JAN	
			012.8500.4030	98.91
			LMD 02 - C-JAN	
			LMD 02 - C-JAN	
			012.8500.4030	106.19
			LMD 08-JAN	
			LMD 08-JAN	
			012.8500.4030	134.90
			LMD 20 - STREATER-JAN	
			LMD 20 - STREATER-JAN	
			012.8500.4030	78.24
			LMD 70 IRRIGATION-JAN	
			LMD 70 IRRIGATION-JAN	
			012.8500.4030	223.41
			Total :	5,994.40
84571	2/8/2022	000090 FEDEX	OVERNIGHT MAIL	
			OVERNIGHT MAIL	
			001.4100.4210	75.92
			OVERNIGHT MAIL	
			OVERNIGHT MAIL	
			001.4100.4210	120.15
			Total :	196.07
84572	2/8/2022	000100 GOVERNMENT FINANCE OFFICERS, AS:	GFOA DUES-DANTUONO 2022	
			GFOA DUES-DANTUONO 2022	
			001.1700.4310	152.50
			GFOA DUES-NAVA-CRUZ 2022	
			001.1700.4310	152.50
			GFOA DUES-GOMEZ 2022	
			001.1700.4310	150.00
			Total :	455.00
84573	2/8/2022	000127 K & L HARDWARE	MAINTENANCE SUPPLIES-ST#2	
			MAINTENANCE SUPPLIES-ST#2	
			028.2050.4070	14.40

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84573	2/8/2022	000127 K & L HARDWARE	(Continued)	
			MAINTENANCE SUPPLIES-ST#2	
			029.2100.4070	14.40
			BUILDING MAINT-ST#1	
			BUILDING MAINT-ST#1	
			028.2050.4070	15.62
			BUILDING MAINT-ST#1	
			029.2100.4070	15.62
			BUILDING MAINT-YMCA	
			BUILDING MAINT-YMCA	
			001.6000.4070	9.89
			MAINTENANCE SUPPLIES-ST#1	
			MAINTENANCE SUPPLIES-ST#1	
			028.2050.4070	24.25
			MAINTENANCE SUPPLIES-ST#1	
			029.2100.4070	24.24
			MAINTENANCE SUPPLIES-ST#1	
			MAINTENANCE SUPPLIES-ST#1	
			028.2050.4070	48.57
			MAINTENANCE SUPPLIES-ST#1	
			029.2100.4070	48.56
			SUPPLIES-CORP YARD	
			SUPPLIES-CORP YARD	
			004.8310.4206	93.69
			Total :	309.24
84574	2/8/2022	000143 COMMUNITY WORKS DESIGN GROUP	TRA20001 DE GCF-DEC	
			TRA20001 DE GCF-DEC	
			023.3890.6816	4,160.63
			TRA20001 DE RTP-DEC	
			TRA20001 DE RTP-DEC	
			030.8495.6816	5,745.63
			Total :	9,906.26
84575	2/8/2022	000165 AT&T	POLICE DEPT-JAN	
			POLICE DEPT-JAN	
			001.2000.4060	1,435.00

02/08/2022 10:51:24AM

Voucher List
CITY OF HIGHLAND

Page: 5

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84575	2/8/2022	000165 000165 AT&T	(Continued)	
			Total :	1,435.00
84576	2/8/2022	000165 AT&T	BASELINE LITTLE LEAGUE-JAN	
			BASELINE LITTLE LEAGUE-JAN	
			001.6000.4060	693.02
			Total :	693.02
84577	2/8/2022	000165 AT&T	CITY HALL-JAN	
			CITY HALL-JAN	
			042.9510.4060	693.02
			Total :	693.02
84578	2/8/2022	000203 SOUTHERN CALIFORNIA EDISON	POLICE STATION-JAN	
			POLICE STATION-JAN	
			001.2000.4010	4,091.37
			BASELINE MEDIAN-JAN	
			BASELINE MEDIAN-JAN	
			004.8310.4010	18.16
			CITY HALL-JAN	
			CITY HALL-JAN	
			042.9510.4010	1,029.98
			CORPORATION YARD-JAN	
			CORPORATION YARD-JAN	
			004.8310.4010	973.40
			LS#3-JAN	
			LS#3-JAN	
			013.8510.4011	22.37
			BASELINE MEDIAN-JAN	
			BASELINE MEDIAN-JAN	
			004.8310.4010	16.95
			LIBRARY/ELC-JAN	
			LIBRARY/ELC-JAN	
			001.6000.4010	3,587.66
			EVC STATIONS-JAN	
			EVC STATIONS-JAN	
			042.9510.4012	395.09
			STATION #3-JAN	
			STATION #3-JAN	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84578	2/8/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			028.2050.4010	477.11
			STATION #3-JAN	
			029.2100.4010	477.10
			VICTORIA AVE AND 3RD ST-JAN	
			VICTORIA AVE AND 3RD ST-JAN	
			004.8310.4580	116.22
Total :				11,205.41
84579	2/8/2022	000204 SOCALGAS	STATION #2-JAN	
			STATION #2-JAN	
			028.2050.4020	136.94
			STATION #2-JAN	
			029.2100.4020	136.93
			STATION #3-JAN	
			STATION #3-JAN	
			028.2050.4020	94.17
			STATION #3-JAN	
			029.2100.4020	94.16
			CITY HALL-JAN	
			CITY HALL-JAN	
			042.9510.4020	566.84
			STATION #1-JAN	
			STATION #1-JAN	
			028.2050.4020	87.90
			STATION #1-JAN	
			029.2100.4020	87.90
			POLICE-JAN	
			POLICE-JAN	
			001.2000.4020	2,843.69
Total :				4,048.53
84580	2/8/2022	000231 VISTA PAINT CORP	BLANKET PURCHASE ORDER	
			GRAFFITI REMOVAL SUPPLIES	
			001.6010.4206	316.16
			CREDIT ON OVERCHARGE #377686	
			CREDIT ON OVERCHARGE #377686	
			001.6010.4206	-165.65

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84580	2/8/2022	000231 000231 VISTA PAINT CORP	(Continued)	
			Total :	150.51
84581	2/8/2022	000291 HIGHLAND COMMUNITY NEWS	NEWSPAPER PUBLICATIONS-DEC NEWSPAPER PUBLICATIONS-DEC 001.1200.4300 NEWSPAPER PUBLICATIONS-JAN NEWSPAPER PUBLICATIONS-JAN 001.1200.4300	2,507.28
			Total :	906.15
				3,413.43
84582	2/8/2022	000414 TOM BELL CHEVROLET	VEH #135 MAINT VEH #135 MAINT 004.8310.4240	71.93
			Total :	71.93
84583	2/8/2022	000598 PR PRINTING	POLICE RECEIPT BOOKS POLICE RECEIPT BOOKS 001.2000.4250 LOUD PARTY/VEHICLE RELEASE FORMS LOUD PARTY/VEHICLE RELEASE FORMS 001.2000.4200 PARKING VIOLATIONS BOOKS PARKING VIOLATIONS BOOKS 001.2000.4250	455.57
				572.96
			Total :	1,309.18
				2,337.71
84584	2/8/2022	000623 HARBOR FREIGHT TOOLS	TOOLS-ST#3 TOOLS-ST#3 028.2050.4070 TOOLS-ST#3 029.2100.4070	33.11
			Total :	33.10
				66.21
84585	2/8/2022	000662 HI WAY SAFETY INC	TRAFFIC CONTROL MATERIALS TRAFFIC CONTROL MATERIALS 004.8310.4206	1,066.04
			Total :	1,066.04
84586	2/8/2022	000718 HOUSTON & HARRIS PCS, INC	JET OUT DRAIN PIPE: UNION/TIPPECANOE	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84586	2/8/2022	000718 HOUSTON & HARRIS PCS, INC	(Continued) JET OUT DRAIN PIPE: UNION/TIPPECANOE 004.8310.4570	
				1,282.50
				Total : 1,282.50
84587	2/8/2022	000979 VERIZON WIRELESS	AIR CARDS-FEB AIR CARDS-FEB 001.2000.4061	
				38.01
				Total : 38.01
84588	2/8/2022	001404 LOWE'S	MAINT SUPPLIES-AURANTIA PARK MAINT SUPPLIES-AURANTIA PARK 001.6000.4206 TOILET REPLACEMENT-ST#2 TOILET REPLACEMENT-ST#2 028.2050.4070 TOILET REPLACEMENT-ST#2 029.2100.4070 SUPPLIES- CORP YARD SUPPLIES- CORP YARD 004.8310.4206 FINANCE CHARGE FINANCE CHARGE 028.2050.4070 FINANCE CHARGE 029.2100.4070 FINANCE CHARGE 004.8310.4206 MAINTENANCE-ST#2 MAINTENANCE-ST#2 028.2050.4070 MAINTENANCE-ST#2 029.2100.4070	
				5.11
				246.67
				246.67
				15.32
				9.67
				9.67
				9.66
				11.75
				11.74
				Total : 566.26
84589	2/8/2022	001439 OFFICE SOLUTIONS	OFFICE SUPPLIES OFFICE SUPPLIES 042.9510.4200	
				688.95

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84589	2/8/2022	001439 001439 OFFICE SOLUTIONS	(Continued)	
			Total :	688.95
84590	2/8/2022	001476 TIME WARNER CABLE	POLICE TELE/INT SERVICE-JAN	
			POLICE TELE/INT SERVICE-JAN	
			001.2000.4065	1,133.44
			CORP YARD TELE/INT SERVICE-JAN	
			CORP YARD TELE/INT SERVICE-JAN	
			004.8310.4060	669.77
			Total :	1,803.21
84591	2/8/2022	001527 STERICYLCE INC.	SHREDDING SERVICES	
			SHREDDING SERVICES	
			001.1200.4626	187.62
			Total :	187.62
84592	2/8/2022	001679 MC CRAY'S ENTERPRISES	541A: REBUILT TRANSMISSION	
			541A: REBUILT TRANSMISSION	
			029.2100.4240	1,497.94
			541A: REBUILT TRANSMISSION	
			028.2050.4240	1,497.93
			Total :	2,995.87
84593	2/8/2022	001980 GOLDEN VALLEY MEDICAL	REFILL OXYGEN	
			REFILL OXYGEN	
			028.2050.4207	135.00
			Total :	135.00
84594	2/8/2022	001996 HINDERLITER DE LLAMAS & ASSOC	SALES TAX AUDITS	
			SALES TAX AUDIT 01/22-03/22	
			001.1450.4505	450.00
			Total :	450.00
84595	2/8/2022	002190 ENGINEERING RESOURCES OF SO CA	STR20001 CE MSRI-JAN	
			STR20001 CE MSRI-JAN	
			017.8350.6550	900.00
			Total :	900.00
84596	2/8/2022	002274 DANIELS TIRE SERVICE	ME#543 REAR TIRES	
			ME#543 REAR TIRES	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84596	2/8/2022	002274 DANIELS TIRE SERVICE	(Continued)	
			028.2050.4240	1,312.16
			ME#543 REAR TIRES	
			029.2100.4240	1,312.16
Total :				2,624.32
84597	2/8/2022	002664 INLAND LIGHTING SUPPLIES, INC.	LIGHTING SUPPLIES-POLICE	
			LIGHTING SUPPLIES-POLICE	
			001.2000.4070	190.31
			LIGHTING SUPPLIES-CORP YARD	
			LIGHTING SUPPLIES-CORP YARD	
			004.8310.4206	147.03
			LIGHTING SUPPLIES-LIBRARY	
			LIGHTING SUPPLIES-LIBRARY	
			001.6000.4206	108.75
			LIGHTING SUPPLIES-COMM PARK	
			LIGHTING SUPPLIES-COMM PARK	
			001.6000.4206	174.00
			LIGHTING SUPPLIES-CITY HALL	
			LIGHTING SUPPLIES-CITY HALL	
			042.9510.4070	247.95
			LIGHTING SUPPLIES-POLICE	
			LIGHTING SUPPLIES-POLICE	
			001.2000.4070	107.66
			PARK SUPPLIES-AURANTIA PARK	
			PARK SUPPLIES-AURANTIA PARK	
			001.6000.4206	152.25
			LIGHTING SUPPLIES - POLICE	
			LIGHTING SUPPLIES - POLICE	
			001.2000.4075	1,199.73
Total :				2,327.68
84598	2/8/2022	002845 GRAINGER INC	MAINTENANCE SUPPLIES-POLICE	
			MAINTENANCE SUPPLIES-POLICE	
			001.2000.4075	134.11
Total :				134.11
84599	2/8/2022	002960 BURRTEC WASTE INDUSTRIES INC	RECYCLE SERVICE-DEC	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84599	2/8/2022	002960 BURRTEC WASTE INDUSTRIES INC	(Continued) RECYCLE SERVICE-DEC 024.8470.4666 RECYCLE SERVICE-DEC 004.8310.4666	134.30 761.03 Total : 895.33
84600	2/8/2022	003044 THOMSON REUTERS WEST	CODE BOOKS-FEB CODE BOOKS-FEB 001.1200.4626	 1,330.54 Total : 1,330.54
84601	2/8/2022	003535 WEST COAST ARBORISTS, INC.	TREE HAZARD INSPECTION TREE HAZARD INSPECTION 004.8310.4680 TREE TRIMMING-JAN TREE TRIMMING-JAN 042.9510.4680	 1,200.00 840.00 Total : 2,040.00
84602	2/8/2022	003673 JOHNSON CONTROLS, INC	LIBRARY HVAC ANNUAL MAINT AGREEMENT LIBRARY HVAC ANNUAL MAINT AGREEMENT 001.6000.4588 LIBRARY BOILER MAINT LIBRARY BOILER MAINT 001.6000.4588 YMCA BOILER REPAIR YMCA BOILER REPAIR 001.6000.4588	 7,176.00 746.40 1,353.63 Total : 9,276.03
84603	2/8/2022	004148 CORTEZ ORNAMENTAL IRON	SMALL BUS ASST PROG CSFRF/CLFRF-ARP SMALL BUS ASST PROG CSFRF/CLFRF-ARP 030.8495.4349	 7,500.00 Total : 7,500.00
84604	2/8/2022	004206 #1 SON PLUMBING	LMD: ANNUAL BACKFLOW PREVENTER TEST & CE YMCA-BACK FLOW TESTING 001.6000.4030	 185.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84604	2/8/2022	004206 #1 SON PLUMBING	(Continued) LMD: ANNUAL BACKFLOW PREVENTER TEST & CE LMD 21-BACK FLOW TESTING 012.8500.4030	185.00
			LMD: ANNUAL BACKFLOW PREVENTER TEST & CE LMD 21-BACK FLOW TESTING 012.8500.4030	1,136.94
			Total :	1,506.94
84605	2/8/2022	004697 CHEMCO PRODUCTS COMPANY	HVAC WATER TREATMENT HVAC WATER TREATMENT 001.6000.4588	440.16
			Total :	440.16
84606	2/8/2022	004860 CRIME SCENE STERI-CLEAN, LLC	COVID CLEANING UNIT #16465 COVID CLEANING UNIT #16465 030.8495.4349	300.00
			Total :	300.00
84607	2/8/2022	004920 TKE ENGINEERING	HOUSING AUTHORITY-DEC HOUSING AUTHORITY-DEC 070.7000.4611 HOUSING AUTHORITY-DEC HOUSING AUTHORITY-DEC 070.7000.4611	1,377.50
			Total :	2,325.00
84608	2/8/2022	005018 FLYERS ENERGY, LLC	FUEL-JAN FUEL-JAN 001.2000.4220 FUEL-JAN 001.4200.4220 FUEL-JAN 001.4500.4220 FUEL-JAN 001.4600.4220 FUEL-JAN 001.6000.4220	3,831.90
				37.64
				21.93
				74.40
				104.35

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84608	2/8/2022	005018 FLYERS ENERGY, LLC	(Continued)	
			FUEL-JAN	
			001.6010.4220	71.58
			FUEL-JAN	
			004.8310.4220	329.13
			FUEL-JAN	
			012.8500.4220	53.89
			FUEL-JAN	
			016.8540.4220	53.89
			FUEL-JAN	
			024.8470.4220	8.56
			FUEL-JAN	
			028.2050.4220	794.02
			FUEL-JAN	
			029.2100.4220	794.02
			FUEL-JAN	
			042.9510.4220	114.16
			FUEL-JAN	
			FUEL-JAN	
			001.2000.4220	4,305.13
			FUEL-JAN	
			001.4200.4220	42.29
			FUEL-JAN	
			001.4500.4220	24.64
			FUEL-JAN	
			001.4600.4220	83.59
			FUEL-JAN	
			001.6000.4220	117.24
			FUEL-JAN	
			001.6010.4220	80.42
			FUEL-JAN	
			004.8310.4220	369.77
			FUEL-JAN	
			012.8500.4220	60.54
			FUEL-JAN	
			016.8540.4220	60.54
			FUEL-JAN	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84608	2/8/2022	005018 FLYERS ENERGY, LLC	(Continued)	
			024.8470.4220	9.61
			FUEL-JAN	
			028.2050.4220	892.08
			FUEL-JAN	
			029.2100.4220	892.08
			FUEL-JAN	
			042.9510.4220	128.27
			FUEL-JAN	
			FUEL-JAN	
			001.2000.4220	4,545.50
			FUEL-JAN	
			001.4200.4220	44.66
			FUEL-JAN	
			001.4500.4220	26.02
			FUEL-JAN	
			001.4600.4220	88.26
			FUEL-JAN	
			001.6000.4220	123.79
			FUEL-JAN	
			001.6010.4220	84.91
			FUEL-JAN	
			004.8310.4220	390.42
			FUEL-JAN	
			012.8500.4220	63.92
			FUEL-JAN	
			016.8540.4220	63.92
			FUEL-JAN	
			024.8470.4220	10.15
			FUEL-JAN	
			028.2050.4220	941.89
			FUEL-JAN	
			029.2100.4220	941.89
			FUEL-JAN	
			042.9510.4220	135.41
Total :				20,816.41
84609	2/8/2022	005099 OMEGA INDUSTRIAL SUPPLY, INC.	GRAFFITI CLEAN UP	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84609	2/8/2022	005099 OMEGA INDUSTRIAL SUPPLY, INC.	(Continued) GRAFFITI CLEAN UP 001.6010.4206	214.18
Total :				214.18
84610	2/8/2022	005285 LA VERNE POWER EQUIPMENT INC	EQUIPMENT REPAIR-ST#3 EQUIPMENT REPAIR-ST#3 028.2050.4245 EQUIPMENT REPAIR-ST#3 029.2100.4245 BLOWER FAN REPAIR-ST#3 BLOWER FAN REPAIR-ST#3 028.2050.4245 BLOWER FAN REPAIR-ST#3 029.2100.4245 EQUIPMENT REPAIR-ST#3 EQUIPMENT REPAIR-ST#3 028.2050.4245 EQUIPMENT REPAIR-ST#3 029.2100.4245	34.23 34.23 25.43 25.42 60.13 60.12
Total :				239.56
84611	2/8/2022	005301 RUTH VILLALOBOS & ASSOCIATES	HCD20001- NOTICE OF DETERMINATION HCD20001- NOTICE OF DETERMINATION 001.4100.4345 HCD20001-CEQA HOUSING ELEMENTS 027.8490.4662 MARINITA PROJECT/10/MND MARINITA PROJECT/10/MND 001.4100.4554	2,606.00 7,019.46 2,497.50
Total :				12,122.96
84612	2/8/2022	005326 RP LANDSCAPE & IRRIGATION	LMD LANDSCAPE MAINT-JAN LMD LANDSCAPE MAINT-JAN 012.8500.4585 MEMORIAL PARK LANDSCAPING-JAN MEMORIAL PARK LANDSCAPING-JAN 001.6000.4585	17,765.00 400.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84612	2/8/2022	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			POLICE STATION LANDSCAPING-JAN	
			001.2000.4585	500.00
			CITY HALL LANDSCAPING-JAN	
			042.9510.4585	500.00
			LIBRARY LANDSCAPING-JAN	
			001.6000.4585	600.00
			YMCA LANDSCAPING-JAN	
			001.6000.4585	600.00
			CORP YARD LANDSCAPING-JAN	
			004.8310.4585	400.00
			AURANTIA PARK LANDSCAPING-JAN	
			001.6000.4585	933.00
			COMMUNITY PARK LANDSCAPING-JAN	
			001.6000.4585	3,691.00
			CANYON OAK PARK LANDSCAPING-JAN	
			016.8540.4585	356.00
			CUNNINGHAM PARK LANDSCAPING-JAN	
			016.8540.4585	453.00
			SEELEY PARK LANDSCAPING-JAN	
			016.8540.4585	299.00
			OAK CREEK PARK LANDSCAPING-JAN	
			016.8540.4585	556.00
			Total :	27,053.00
84613	2/8/2022	005358 FLEET SERVICES INC	MAINTENANCE-ME543	
			MAINTENANCE-ME543	
			028.2050.4220	49.69
			MAINTENANCE-ME543	
			029.2100.4220	49.69
			Total :	99.38
84614	2/8/2022	005553 CLARK PEST CONTROL OF STOCKTON	PEST CONTROL-POLICE	
			PEST CONTROL-POLICE	
			001.2000.4589	97.00
			PEST CONTROL -ST#1	
			PEST CONTROL -ST#1	
			028.2050.4589	23.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84614	2/8/2022	005553 CLARK PEST CONTROL OF STOCKTON	(Continued)	
			PEST CONTROL -ST#1	
			029.2100.4589	23.00
			PEST CONTROL - ST #3	
			PEST CONTROL - ST #3	
			029.2100.4589	23.00
			PEST CONTROL - ST #3	
			028.2050.4589	23.00
			PEST CONTROL-YMCA	
			PEST CONTROL-YMCA	
			001.6000.4589	91.00
			PEST CONTROL-CITY HALL	
			PEST CONTROL-CITY HALL	
			042.9510.4589	62.00
			PEST CONTROL - POLICE	
			PEST CONTROL - POLICE	
			001.2000.4589	97.00
			Total :	439.00
84615	2/8/2022	005589 WILTSHIRE URETHANE FOAM CO	ROOF REPAIR-CITY HALL	
			ROOF REPAIR-CITY HALL	
			042.9510.4070	3,650.00
			Total :	3,650.00
84616	2/8/2022	005679 KEN GRODY FORD	VEH #121 MAINT	
			VEH #121 MAINT	
			001.4600.4240	32.94
			Total :	32.94
84617	2/8/2022	005737 AGA ENGINEERS, INC.	ON-CALL TRAFFIC ENGINEERING SERVICE-DEC	
			ON-CALL TRAFFIC ENGINEERING SERVICE-DEC	
			020.8440.4550	5,385.00
			TRAFFIC SIGNAL MONITORING-DEC	
			TRAFFIC SIGNAL MONITORING-DEC	
			020.8440.4550	3,200.00
			Total :	8,585.00
84618	2/8/2022	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84618	2/8/2022	005771 AMAZON CAPITAL SERVICES	(Continued) OFFICE SUPPLIES 001.1200.4200	54.93
Total :				54.93
84619	2/8/2022	005859 COUNTY OF SAN BERNARDINO DEPT	RADIO ACCESS-DEC RADIO ACCESS-DEC 028.2050.4209 RADIO ACCESS-DEC 029.2100.4209	625.37
Total :				625.37
Total :				1,250.74
84620	2/8/2022	005869 DOPP PROPERTY SERVICES	SECURE PROPERTY-7492/7500 LYNWOOD AVE SECURE PROPERTY-7492/7500 LYNWOOD AVE 001.4600.4557	325.00
Total :				325.00
84621	2/8/2022	005873 INTERSTATE STRIPING & SIGNS	TRAFFIC STRIPING MAINTENANCE TRAFFIC STRIPING MAINTENANCE 004.8310.4578	18,302.81
Total :				18,302.81
84622	2/8/2022	005875 DRIVERS LICENSE GUIDE COMPANY	ID CHECKING GUIDE ID CHECKING GUIDE 001.1200.4200	35.10
Total :				35.10
84623	2/8/2022	006001 YUNEX LLC	SIGN INSTALLATION ON MAST ARMS SIGN INSTALLATION ON MAST ARMS 004.8310.4570	7,220.16
Total :				7,220.16
84624	2/8/2022	006063 RODOCKER, MICHAEL	SMALL BUS ASST PROG CSFRF/CLFRF-ARP SMALL BUS ASST PROG CSFRF/CLFRF-ARP 030.8495.4349	7,500.00
Total :				7,500.00
84625	2/8/2022	006073 DIY CRAFT STUDIO	SMALL BUS ASST PROG CSFRF/CLFRF-ARP SMALL BUS ASST PROG CSFRF/CLFRF-ARP	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84625	2/8/2022	006073 DIY CRAFT STUDIO	(Continued) 030.8495.4349	7,500.00

Total : 7,500.00

57 Vouchers for bank code : wfb

Bank total : 1,147,319.98

57 Vouchers in this report

Total vouchers : 1,147,319.98

02/08/2022 5:56:34PM

Voucher List
CITY OF HIGHLAND

Page: 1

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
651	2/11/2022	000003 ICMA RETIREMENT TRUST-457	ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment	
			001.1170	8,825.36
			ICMA DEFERRED COMP 457: Payment	
			004.1170	991.17
			ICMA DEFERRED COMP 457: Payment	
			010.1170	819.21
			ICMA DEFERRED COMP 457: Payment	
			012.1170	12.50
			ICMA DEFERRED COMP 457: Payment	
			016.1170	12.50
			ICMA DEFERRED COMP 457: Payment	
			023.1170	5.00
			ICMA DEFERRED COMP 457: Payment	
			041.1170	327.69
			ICMA DEFERRED COMP 457: Payment	
			070.1170	293.83
			Total :	11,287.26
652	2/11/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	EPMC: PAYMENT	
			PERS: Payment	
			006.1145	384.76
			PERS: Payment	
			010.1145	965.88
			PERS: Payment	
			012.1145	173.91
			PERS: Payment	
			016.1145	173.91
			PERS: Payment	
			023.1145	116.16
			PERS: Payment	
			024.1145	19.48
			PERS: Payment	
			041.1145	451.28
			PERS: Payment	
			042.1145	729.32

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
652	2/11/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			PERS: Payment	
			070.1145	781.54
			PERS SURVIVOR: Payment	
			001.1145	23.95
			PERS SURVIVOR: Payment	
			004.1145	4.65
			PERS SURVIVOR: Payment	
			006.1145	0.60
			PERS SURVIVOR: Payment	
			010.1145	1.06
			PERS SURVIVOR: Payment	
			012.1145	0.58
			PERS SURVIVOR: Payment	
			016.1145	0.58
			PERS SURVIVOR: Payment	
			023.1145	0.28
			PERS SURVIVOR: Payment	
			024.1145	0.05
			PERS SURVIVOR: Payment	
			041.1145	0.35
			PERS SURVIVOR: Payment	
			042.1145	1.64
			PERS SURVIVOR: Payment	
			070.1145	0.67
			EPMC: Payment	
			001.1145	529.52
			EPMC: Payment	
			004.1145	122.50
			EPMC: Payment	
			006.1145	19.82
			EPMC: Payment	
			010.1145	42.04
			EPMC: Payment	
			012.1145	2.37
			EPMC: Payment	
			016.1145	2.37

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
652	2/11/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			EPMC: Payment	
			023.1145	6.62
			EPMC: Payment	
			024.1145	0.57
			EPMC: Payment	
			041.1145	31.59
			EPMC: Payment	
			042.1145	11.52
			EPMC: Payment	
			070.1145	54.72
			PERS: Payment	
			001.1145	13,236.90
			PERS: Payment	
			004.1145	2,826.47
			Total :	20,717.66
653	2/11/2022	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT	
			MEDICARE: Payment	
			010.1140	179.94
			MEDICARE: Payment	
			012.1140	45.48
			MEDICARE: Payment	
			016.1140	45.46
			MEDICARE: Payment	
			023.1140	24.84
			MEDICARE: Payment	
			024.1140	4.50
			MEDICARE: Payment	
			041.1140	76.26
			MEDICARE: Payment	
			042.1140	172.32
			MEDICARE: Payment	
			070.1140	148.30
			FEDERAL TAXES: Payment	
			001.1120	10,435.47
			FEDERAL TAXES: Payment	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
653	2/11/2022	000119 INTERNAL REVENUE SERVICE	(Continued)	
			004.1120	2,288.03
			FEDERAL TAXES: Payment	
			006.1120	254.42
			FEDERAL TAXES: Payment	
			010.1120	858.63
			FEDERAL TAXES: Payment	
			012.1120	100.71
			FEDERAL TAXES: Payment	
			016.1120	100.70
			FEDERAL TAXES: Payment	
			023.1120	74.49
			FEDERAL TAXES: Payment	
			024.1120	14.14
			FEDERAL TAXES: Payment	
			041.1120	414.09
			FEDERAL TAXES: Payment	
			042.1120	472.45
			FEDERAL TAXES: Payment	
			070.1120	655.64
			SOCIAL SECURITY: Payment	
			001.1140	603.38
			SOCIAL SECURITY: Payment	
			070.1140	59.74
			MEDICARE: Payment	
			001.1140	2,824.74
			MEDICARE: Payment	
			004.1140	569.64
			MEDICARE: Payment	
			006.1140	86.30
			Total :	20,509.67
654	2/11/2022	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT	
			STATE TAXES: Payment	
			001.1130	3,984.63
			STATE TAXES: Payment	
			004.1130	887.67

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
654	2/11/2022	000001 CALIF STATE EMPLOYMENT	(Continued)	
			STATE TAXES: Payment	
			006.1130	86.10
			STATE TAXES: Payment	
			010.1130	326.09
			STATE TAXES: Payment	
			012.1130	40.70
			STATE TAXES: Payment	
			016.1130	40.68
			STATE TAXES: Payment	
			023.1130	20.75
			STATE TAXES: Payment	
			024.1130	5.16
			STATE TAXES: Payment	
			041.1130	167.96
			STATE TAXES: Payment	
			042.1130	166.30
			STATE TAXES: Payment	
			070.1130	252.53
			Total :	5,978.57
84626	2/11/2022	000433 ARROWHEAD UNITED WAY	ARROWHEAD UNITED WAY: PAYMENT	
			ARROWHEAD UNITED WAY: Payment	
			001.1180	11.27
			ARROWHEAD UNITED WAY: Payment	
			004.1180	0.77
			ARROWHEAD UNITED WAY: Payment	
			041.1180	2.26
			ARROWHEAD UNITED WAY: Payment	
			070.1180	0.70
			Total :	15.00
84627	2/11/2022	003804 AFLAC WWHQ	AFLAC ACCIDENT INSURANCE: PAYMENT	
			AFLAC SPECIFIED HEALTH INS: Payment	
			012.1181	1.49
			AFLAC SPECIFIED HEALTH INS: Payment	
			016.1181	1.49
			AFLAC ACCIDENT INSURANCE: Payment	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84627	2/11/2022	003804 AFLAC WWHQ	(Continued)	
			001.1181	108.80
			AFLAC ACCIDENT INSURANCE: Payment	
			004.1181	13.96
			AFLAC ACCIDENT INSURANCE: Payment	
			012.1181	3.58
			AFLAC ACCIDENT INSURANCE: Payment	
			016.1181	3.55
			AFLAC ACCIDENT INSURANCE: Payment	
			023.1181	5.80
			AFLAC ACCIDENT INSURANCE: Payment	
			024.1181	0.27
			AFLAC CANCER INSURANCE: Payment	
			001.1181	18.63
			AFLAC DISABILITY INSURANCE: Payment	
			001.1181	153.72
			AFLAC DISABILITY INSURANCE: Payment	
			004.1181	24.69
			AFLAC DISABILITY INSURANCE: Payment	
			012.1181	6.30
			AFLAC DISABILITY INSURANCE: Payment	
			016.1181	6.30
			AFLAC DISABILITY INSURANCE: Payment	
			024.1181	0.51
			AFLAC HOSPITAL INSURANCE: Payment	
			001.1181	73.58
			AFLAC HOSPITAL INSURANCE: Payment	
			012.1181	6.72
			AFLAC HOSPITAL INSURANCE: Payment	
			016.1181	6.70
			AFLAC DENTAL: Payment	
			001.1181	27.89
			AFLAC DENTAL: Payment	
			004.1181	0.56
			AFLAC DENTAL: Payment	
			041.1181	1.67
			AFLAC DENTAL: Payment	

02/08/2022 5:56:34PM

Voucher List
CITY OF HIGHLAND

Page: 7

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84627	2/11/2022	003804 AFLAC WWHQ	(Continued)	
			070.1181	0.54
			AFLAC SPECIFIED HEALTH INS: Payment	
			001.1181	2.96
			Total :	469.71
84628	2/11/2022	004556 STATE OF CALIFORNIA	STATE TAX GARNISHMENT: PAYMENT	
			STATE TAX GARNISHMENT: Payment	
			001.1180	20.99
			STATE TAX GARNISHMENT: Payment	
			006.1180	14.01
			Total :	35.00
7 Vouchers for bank code : wfb				Bank total : 59,012.87
7 Vouchers in this report				Total vouchers : 59,012.87

02/15/2022 2:19:20PM

Voucher List
CITY OF HIGHLAND

Page: 1

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84629	2/15/2022	000075 THE COUNSELING TEAM INT'L	EMPLOYEE SUPPORT SVCS EMPLOYEE SUPPORT SVS: JAN 001.1600.4537	375.00
Total :				375.00
84630	2/15/2022	000085 EAST VALLEY WATER DISTRICT	ATHLETIC CTR-JAN ATHLETIC CTR-JAN 001.6000.4030 COMMUNITY PARK-JAN COMMUNITY PARK-JAN 001.6000.4030 LMD 34-JAN LMD 34-JAN 012.8500.4030 COMM. CTR-JAN COMM. CTR-JAN 001.6000.4030 LMD 30-JAN LMD 30-JAN 012.8500.4030 LMD 36-JAN LMD 36-JAN 012.8500.4030 LMD 10-JAN LMD 10-JAN 012.8500.4030 OAK CREEK PARK-JAN OAK CREEK PARK-JAN 016.8540.4030 LMD 10-JAN LMD 10-JAN 012.8500.4030 LIBRARY / ELC-JAN LIBRARY / ELC-JAN 001.6000.4030 CORP YARD-JAN CORP YARD-JAN	232.95 3,776.74 78.93 52.70 229.05 91.23 1,009.65 1,289.34 501.48 70.27

02/15/2022 2:19:20PM

Voucher List
CITY OF HIGHLAND

Page: 2

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84630	2/15/2022	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			004.8310.4030	70.27
			CORP YARD-JAN	
			CORP YARD-JAN	
			004.8310.4030	426.91
			COMM. CTR - IRRIGATION-JAN	
			COMM. CTR - IRRIGATION-JAN	
			001.6000.4030	805.60
			LIBRARY / ELC-JAN	
			LIBRARY / ELC-JAN	
			001.6000.4030	274.64
			YMCA COMMUNITY PARK-JAN	
			YMCA COMMUNITY PARK-JAN	
			001.6000.4030	188.16
			CORP YARD-JAN	
			CORP YARD-JAN	
			004.8310.4030	149.02
			LIBRARY / ELC-JAN	
			LIBRARY / ELC-JAN	
			001.6000.4030	157.60
			ATHLETIC CTR-JAN	
			ATHLETIC CTR-JAN	
			001.6000.4030	35.14
			COMMUNITY PARK--JAN	
			COMMUNITY PARK--JAN	
			001.6000.4030	52.70
			CUNNINGHAM PARK-JAN	
			CUNNINGHAM PARK-JAN	
			016.8540.4030	314.91
			Total :	9,807.29
84631	2/15/2022	000090 FEDEX	OVERNIGHT MAIL	
			OVERNIGHT MAIL	
			001.4100.4210	42.43
			Total :	42.43
84632	2/15/2022	000165 AT&T	CORP YARD-JAN	
			CORP YARD-JAN	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84632	2/15/2022	000165 AT&T	(Continued) 004.8310.4060	869.12
Total :				869.12
84633	2/15/2022	000165 AT&T	CITY HALL-JAN CITY HALL-JAN 042.9510.4060	692.94
Total :				692.94
84634	2/15/2022	000165 AT&T	WHITE PAGES-JAN WHITE PAGES-JAN 042.9510.4060	18.41
Total :				18.41
84635	2/15/2022	000203 SOUTHERN CALIFORNIA EDISON	LS#3-JAN LS#3-JAN 013.8510.4011 UPLIGHTING LMD 48-JAN UPLIGHTING LMD 48-JAN 012.8500.4010 UPLIGHTING LMD 48-JAN 013.8510.4011 LMD#48C-JAN LMD#48C-JAN 012.8500.4010 LS-3 METERS-JAN LS-3 METERS-JAN 013.8510.4011 LS 2 B CITY WIDE STREET LIGHTS-JAN LS 2 B CITY WIDE STREET LIGHTS-JAN 013.8510.4011 HIGHLAND AVE ALPR-JAN HIGHLAND AVE ALPR-JAN 001.2000.4062 AURANTIA PARK-JAN AURANTIA PARK-JAN 001.6000.4010 STATION #1-JAN	1,054.75 2.86 36.25 337.88 56.88 13,954.09 16.41 878.88

02/15/2022 2:19:20PM

Voucher List
CITY OF HIGHLAND

Page: 4

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84635	2/15/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			STATION #1-JAN	
			028.2050.4010	223.22
			STATION #1-JAN	
			029.2100.4010	223.22
			LS#2-JAN	
			LS#2-JAN	
			013.8510.4011	1,019.95
			LMD#48C-JAN	
			LMD#48C-JAN	
			012.8500.4010	17.62
			SEELEY PARK-JAN	
			SEELEY PARK-JAN	
			016.8540.4010	1,634.65
			LS#1-JAN	
			LS#1-JAN	
			013.8510.4011	7,791.17
			LS2-B-JAN	
			LS2-B-JAN	
			013.8510.4011	17.24
			LMD #55-JAN	
			LMD #55-JAN	
			012.8500.4010	17.62
			LMD#48B-JAN	
			LMD#48B-JAN	
			012.8500.4010	17.81
			LMD 13-JAN	
			LMD 13-JAN	
			012.8500.4010	10.15
			LS-3 METERS-JAN	
			LS-3 METERS-JAN	
			013.8510.4011	203.78
Total :				27,514.43
84636	2/15/2022	000203 SOUTHERN CALIFORNIA EDISON	HIGHLAND AVE ALPR-JAN	
			HIGHLAND AVE ALPR-JAN	
			001.2000.4062	19.27
			LS#3-JAN	

02/15/2022 2:19:20PM

Voucher List
CITY OF HIGHLAND

Page: 5

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84636	2/15/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			LS#3-JAN	
			013.8510.4011	138.56
			LS3 -JAN	
			LS3 -JAN	
			013.8510.4011	62.72
			SIGNALS-JAN	
			SIGNALS-JAN	
			004.8310.4580	47.76
			SIGNALS-JAN	
			013.8510.4011	41.51
			LS#3-JAN	
			LS#3-JAN	
			013.8510.4011	23.28
			TRAFFIC SIGNAL BASE LINE-JAN	
			TRAFFIC SIGNAL BASE LINE-JAN	
			004.8310.4580	89.68
			OAK CREEK PARK-JAN	
			OAK CREEK PARK-JAN	
			016.8540.4010	19.49
			TRAFFIC SIGNAL BASE LINE-JAN	
			TRAFFIC SIGNAL BASE LINE-JAN	
			004.8310.4580	69.63
			Total :	511.90
84637	2/15/2022	000208 STAPLES CREDIT PLAN	POLICE RECEIPT BOOKS	
			POLICE RECEIPT BOOKS	
			001.2000.4250	12.69
			Total :	12.69
84638	2/15/2022	000222 UNDERGROUND SERVICE ALERT	MONTHLY DIG ALERT FEE-JAN	
			MONTHLY DIG ALERT FEE-JAN	
			004.8310.4553	810.25
			MONTHLY DIG ALERT FEE-FEB	
			MONTHLY DIG ALERT FEE-FEB	
			004.8310.4553	191.38
			Total :	1,001.63

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84639	2/15/2022	000237 WILLDAN ASSOCIATES	BUILDING AND SAFETY PLAN CHECK-JAN BUILDING AND SAFETY PLAN CHECK-JAN 001.4500.4540	5,005.00
			BUILDING & SAFETY INSPECTION-JAN BUILDING & SAFETY INSPECTION-JAN 001.4500.4540	13,260.00
			PERMIT TECHNICIAN SVCS-JAN PERMIT TECHNICIAN SVCS-JAN 001.4500.4540	7,198.75
			CODE ENFORCEMENT SVCS-JAN CODE ENFORCEMENT SVCS-JAN 001.4600.4538	10,010.00
			Total :	35,473.75
84640	2/15/2022	000291 HIGHLAND COMMUNITY NEWS	NEWSPAPER PUBLICATIONS-NOV NEWSPAPER PUBLICATIONS-NOV 001.1200.4300	1,804.62
			Total :	1,804.62
84641	2/15/2022	000458 ROBERTSON'S READY MIX LTD.	STR18001 R/W IVDA ROBERTSON'S READY MIX STR18001 R/W IVDA ROBERTSON'S READY MIX 027.8490.6550	2,100.21
			STR18001 R/W RDA07 ROBERTSON'S READY MIX STR18001 R/W RDA07 ROBERTSON'S READY MIX 010.3830.6550	2,101.58
			STR18001 R/W SMBMI ROBERTSON'S READY MIX STR18001 R/W SMBMI ROBERTSON'S READY MIX 027.8490.6550	2,100.21
			STR18001 R/W EDA ROBERTSON'S READY MIX STR18001 R/W EDA ROBERTSON'S READY MIX 030.8495.6550	7,398.00
			Total :	13,700.00
84642	2/15/2022	000598 PR PRINTING	BUS CARDS: D LUDOLPH BUS CARDS: D LUDOLPH 001.1700.4200	48.60
			Total :	48.60
84643	2/15/2022	000744 D&T AUTO REPAIR	VEH#105: FUEL TANK REPAIR	

02/15/2022 2:19:20PM

Voucher List
CITY OF HIGHLAND

Page: 7

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84643	2/15/2022	000744 D&T AUTO REPAIR	(Continued) VEH#105: FUEL TANK REPAIR 004.8310.4240 VEH#121: ALTERNATOR REPLACEMENT VEH#121: ALTERNATOR REPLACEMENT 001.4600.4240	807.20 331.02 Total : 1,138.22
84644	2/15/2022	000774 ARROWHEAD CREDIT UNION-DEPT 91	NOTARY RENEWAL NOTARY RENEWAL 001.1200.4310	844.57 Total : 844.57
84645	2/15/2022	000774 ARROWHEAD CREDIT UNION-DEPT 91	DRI CRASH PLAN-JAN DRI CRASH PLAN-JAN 042.9510.4208 ZOOM MEETINGS-JAN ZOOM MEETINGS-JAN 042.9510.4310 SB 1383/SB 619 TRAINING-MORGAN SB 1383/SB 619 TRAINING-MORGAN 001.4200.4330	19.98 110.00 99.00 Total : 228.98
84646	2/15/2022	000884 ALL AMERICAN ASPHALT, INC.	STR20001 PPE#2 RET CON GCF MOE STR20001 PPE#2 RET CON GCF MOE 023.1350 STR20001 PPE#2 RET CON SB1 RMRA STR20001 PPE#2 RET CON SB1 RMRA 004.1350 STR20001 PPE#2 CON GCF MOE STR20001 PPE#2 CON GCF MOE 023.3890.6550 STR20001 PPE#2 CON SB1 RMRA STR20001 PPE#2 CON SB1 RMRA 004.8310.6550	-1,096.52 -7,196.05 21,930.47 Total : 143,920.99 157,558.89
84647	2/15/2022	000979 VERIZON WIRELESS	CELL PHONES-JAN	

02/15/2022 2:19:20PM

Voucher List
CITY OF HIGHLAND

Page: 8

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84647	2/15/2022	000979 VERIZON WIRELESS	(Continued)	
			CELL PHONES-JAN	
			001.2000.4061	163.74
			AIR CARDS-JAN	
			001.2000.4062	1,064.30
			CELL PHONES-JAN	
			001.6000.4061	70.76
			CELL PHONES-JAN	
			001.6010.4061	40.34
			CELL PHONES-JAN	
			004.8310.4061	160.35
			AIR CARDS-JAN	
			004.8310.4062	76.02
			CELL PHONES-JAN	
			028.2050.4061	142.41
			AIR CARDS-JAN	
			028.2050.4062	329.24
			CELL PHONES-JAN	
			042.9510.4061	623.16
			AIR CARDS-JAN	
			042.9510.4062	228.06
			Total :	2,898.38
84648	2/15/2022	001070 SAFETY-KLEEN SYSTEMS, INC.	STR18001 R/W IVDA SAFETY KLEEN	
			STR18001 R/W IVDA SAFETY KLEEN	
			027.8490.6550	3,081.33
			STR18001 R/W RDA07 SAFETY KLEEN	
			STR18001 R/W RDA07 SAFETY KLEEN	
			010.3830.6550	3,083.34
			STR18001 R/W SMBMI SAFETY KLEEN	
			STR18001 R/W SMBMI SAFETY KLEEN	
			027.8490.6550	3,081.33
			STR18001 R/W EDA SAFETY KLEEN	
			STR18001 R/W EDA SAFETY KLEEN	
			030.8495.6550	10,854.00
			Total :	20,100.00
84649	2/15/2022	001439 OFFICE SOLUTIONS	OFFICE SUPPLIES	

02/15/2022 2:19:20PM

Voucher List
CITY OF HIGHLAND

Page: 9

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84649	2/15/2022	001439 OFFICE SOLUTIONS	(Continued)	
			OFFICE SUPPLIES	
			001.1200.4200	64.65
			OFFICE SUPPLIES	
			OFFICE SUPPLIES	
			042.9510.4200	331.59
			OFFICE SUPPLIES	
			OFFICE SUPPLIES	
			042.9510.4200	65.68
			Total :	461.92
84650	2/15/2022	001476 TIME WARNER CABLE	CITY HALL TELE/INT-JAN	
			CITY HALL TELE/INT-JAN	
			042.9510.4065	1,653.24
			Total :	1,653.24
84651	2/15/2022	001618 INNOVATIVE FEDERAL STRATEGIES	PROFESSIONAL SERVICE-JAN	
			PROFESSIONAL SERVICE-JAN	
			023.3890.4554	3,000.00
			Total :	3,000.00
84652	2/15/2022	001677 YMCA OF THE EAST VALLEY	CDBG MONTHLY REIMB-DEC	
			CDBG MONTHLY REIMB-DEC	
			006.8400.4348	1,605.90
			Total :	1,605.90
84653	2/15/2022	002106 CODE PUBLISHING, INC.	MUNICIPAL CODE CODIFICATION-JAN	
			MUNICIPAL CODE CODIFICATION-JAN	
			001.1200.4625	447.25
			Total :	447.25
84654	2/15/2022	002190 ENGINEERING RESOURCES OF SO CA	STR20003 DE MSRI JAN	
			STR20003 DE MSRI JAN	
			017.8350.6550	281.83
			STR20003 DE SB CO JAN	
			STR20003 DE SB CO JAN	
			027.8490.6550	928.17
			Total :	1,210.00

Voucher	Date	Vendor	Description/Account	Amount
84655	2/15/2022	002221 HUMANE SOCIETY OF	VOUCHER 22-0008 VOUCHER 22-0008 001.2200.4344	50.00 Total : 50.00
84656	2/15/2022	002396 DUDEK	HOUSING AUTHORITY-JAN HOUSING AUTHORITY-JAN 027.8490.4662	5,027.50 Total : 5,027.50
84657	2/15/2022	002756 CENTRAL LITTLE LEAGUE	CDBG CENTRAL LITTLE LEAGUE CDBG CENTRAL LITTLE LEAGUE 006.8400.4348 CDBG CENTRAL LITTLE LEAGUE CDBG CENTRAL LITTLE LEAGUE 006.8400.4348 CDBG CENTRAL LITTLE LEAGUE CDBG CENTRAL LITTLE LEAGUE 006.8400.4348	4,400.00 1,600.00 Total : 8,100.00
84658	2/15/2022	002845 GRAINGER INC	YMCA BUILDING MAINTENANCE YMCA BUILDING MAINTENANCE 001.6000.4070	17.58 Total : 17.58
84659	2/15/2022	002960 BURRTEC WASTE INDUSTRIES INC	SOLID WASTE PROG 01/11-01/28/22 SOLID WASTE PROG 01/11-01/28/22 051.1496	36,858.96 Total : 36,858.96
84660	2/15/2022	003535 WEST COAST ARBORISTS, INC.	WIND STORM-EMERGENCY WORK WIND STORM-EMERGENCY WORK 004.8310.4576 TREE TRIMMING-JAN TREE TRIMMING-JAN 004.8310.4680	4,025.00 Total : 8,873.00

02/15/2022 2:19:20PM

Voucher List
CITY OF HIGHLAND

Page: 11

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84661	2/15/2022	003689 TPX COMMUNICATIONS	CORP YARD-FEB CORP YARD-FEB 004.8310.4060 CITY HALL-FEB 042.9510.4060	1,361.31 207.87 Total : 1,569.18
84662	2/15/2022	003721 AMER GENERAL ENGINEERING, INC.	STORM CHANNEL MAINTENANCE STORM CHANNEL MAINTENANCE 004.8310.4666 STORM CHANNEL MAINTENANCE 024.8470.4666	 3,808.00 672.00 Total : 4,480.00
84663	2/15/2022	004206 #1 SON PLUMBING	YMCA: SHOWER REPAIR YMCA: SHOWER REPAIR 001.6000.4070 LMD: ANNUAL BACKFLOW PREVENTER TEST & CE LMD17-BACKFLOW RECERTIFICATION 012.8500.4030	 585.36 1,263.27 Total : 1,848.63
84664	2/15/2022	004709 VORTEX INDUSTRIES, INC.	GATE REPAIR-ST#3 GATE REPAIR-ST#3 028.2050.4224 GATE REPAIR-ST#3 029.2100.4224	 397.00 397.00 Total : 794.00
84665	2/15/2022	004860 CRIME SCENE STERI-CLEAN, LLC	COVID CLEANING/PD UNITS COVID CLEANING/PD UNITS 030.8495.4349	 300.00 Total : 300.00
84666	2/15/2022	005099 OMEGA INDUSTRIAL SUPPLY, INC.	GRAFFITI COVER UP GRAFFITI COVER UP 001.6010.4206 GRAFFITI REMOVER GRAFFITI REMOVER	 218.49

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84666	2/15/2022	005099 OMEGA INDUSTRIAL SUPPLY, INC.	(Continued) 001.6010.4206	249.88
Total :				468.37
84667	2/15/2022	005345 CALIFORNIA ASSOCIATION OF CODE	CODE WEBINAR-CHAMBERS CODE WEBINAR-CHAMBERS 001.4600.4330	38.00
Total :				38.00
84668	2/15/2022	005345 CALIFORNIA ASSOCIATION OF CODE	WEBINAR ADU/JADU- CHAMBERS WEBINAR ADU/JADU- CHAMBERS 001.4600.4330	32.00
Total :				32.00
84669	2/15/2022	005553 CLARK PEST CONTROL OF STOCKTON	PEST CONTROL SERVICES-ST#2 PEST CONTROL SERVICES-ST#2 028.2050.4589 PEST CONTROL SERVICES-ST#2 029.2100.4589	23.00
Total :				46.00
84670	2/15/2022	005746 UC FENCE	TRAIL FENCE REPAIRS-BASELINE/CHURCH TRAIL FENCE REPAIRS-BASELINE/CHURCH 001.6100.4592	2,600.00
Total :				2,600.00
84671	2/15/2022	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES-TONER OFFICE SUPPLIES-TONER 042.9510.4200	187.10
Total :				187.10
84672	2/15/2022	005869 DOPP PROPERTY SERVICES	SECURE PROPERTY-7883 LA NITA SECURE PROPERTY-7883 LA NITA 001.4600.4557	205.00
Total :				205.00
84673	2/15/2022	006074 DONUT TOWN #2	SMALL BUS ASST PROG CSFRF/CLFRF-ARP SMALL BUS ASST PROG CSFRF/CLFRF-ARP 030.8495.4349	7,500.00

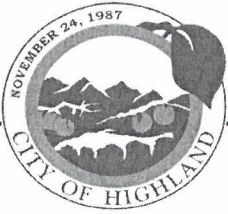
02/15/2022 2:19:20PM

Voucher List
CITY OF HIGHLAND

Page: 13

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
84673	2/15/2022	006074 006074 DONUT TOWN #2	(Continued)	
Total :				7,500.00
84674	2/15/2022	006075 DICARLO, NIZA	IE BULLDOGS REFUND	
			IE BULLDOGS REFUND	
			051.1430	500.00
			IE BULLDOGS REFUND	
			001.1450.9525	-450.00
Total :				50.00
46 Vouchers for bank code : wfb				Bank total : 362,065.48
46 Vouchers in this report				Total vouchers : 362,065.48



STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

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

SUBJECT: Treasurer's Report for January 2022

RECOMMENDATION: City Council to receive and file the Treasurer's Report for January 2022

FISCAL IMPACT:

Cash and Investments:	
General Fund	\$ 9,279,590.71
Special Revenue Funds	\$34,995,203.66
Internal Service Funds	\$ 4,324,828.00
Capital Projects Funds	\$19,587,446.95
Agency Funds	\$ 1,824,209.08
Housing Authority Fund	\$ 3,704,463.03
SARDA Funds	\$ 3,859,483.06

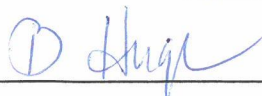
PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

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

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

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

The maximum limit on regular accounts is \$65M.

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

**CITY OF HIGHLAND
Treasurer's Report
as of January 31, 2022**

CASH AND BANK ACCOUNTS:

Cash on Hand-Office Petty Cash & Change Fund Accounts	1,150.00
Wells Fargo Checking Account	22,286,559.35

DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: LOCAL GOVERNMENT INVESTMENT POOLS				
<u>California Treasurer's Local Agency Investment Fund (LAIF)</u>	n/a	0.234%		
General Fund			4,584,696.01	
Special Revenue Funds			18,122,490.00	
Internal Service Funds			4,535,415.00	
Capital Projects Funds			13,499,359.00	
Total City LAIF Funds				40,741,960.01
Housing Authority Fund			3,555,043.33	
Total Housing Authority LAIF Funds				3,555,043.33
Total LAIF Funds				44,297,003.34

- 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 December 2021 on-line for listing of investments.
- 5) Market Value is based on the December 31, 2021 applicable percentage of 0.997439120.
- 6) Market Value is \$44,183,564.03 (\$44,297,003.34 x 0.997439120).

<u>California Asset Management Program (CAMP)</u>	n/a	0.050%		
General Fund			131,782.94	
Special Revenue Funds			1,554,333.00	
Capital Projects Funds			5,700,760.00	
Total CAMP Funds				7,386,875.94

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 #8AMMF0AP6	n/a	0.00%	92,810.90	92,810.90
Fire Protection Expense Fund #128262-012				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	265,665.25	265,665.25
Police Protection Expense Fund #128262-013				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	98,259.80	98,259.80

Community Facilities District (CFD) 2001-1

Special Tax Fund #217795000				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	202,756.68	202,756.68
Interest Account #217795001				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	-	-
Principal Account #217795002				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	-	-
Administrative Expense Account #217795003				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	19,750.47	19,750.47
Costs of Issuance Fund #217795005				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	12,519.27	12,519.27

Community Facilities District (CFD) 2007-1

Administrative Expense Fund #260722000				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	8,648.16	8,648.16
Fire Expense Fund #260722001				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	13,127.93	13,127.93
Police Expense Fund #260722002				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	4,856.05	4,856.05

TOTAL INVESTMENTS US BANK (COMMUNITY FACILITIES DISTRICTS)				718,394.51
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DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: FISCAL AGENT ACCOUNTS (continued)				
<u>US Bank Corporate Trust Services (SARDA)</u>				
2004B Tax Allocation Refunding Bonds				
Special Fund 786709001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	3.45	3.45
Interest Fund 786709002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	0.10	0.10
Principal Fund 786709003				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 786709004				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	176,426.31	176,426.31
2015A Tax Allocation Refunding Bonds				
Special Fund 268777000				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	1.96	1.96
Interest Fund 268777001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Principal Fund 268777002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 268777004				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	956,945.30	956,945.30
Expense Account 268777006				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	13,504.85	13,504.85
2017 Tax Allocation Refunding Bonds				
Debt Service Fund 259928000				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.01%	1,738,359.38	1,738,359.38
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)				<u>2,885,241.35</u>
TOTAL CASH AND INVESTMENTS				<u><u>77,575,224.49</u></u>

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

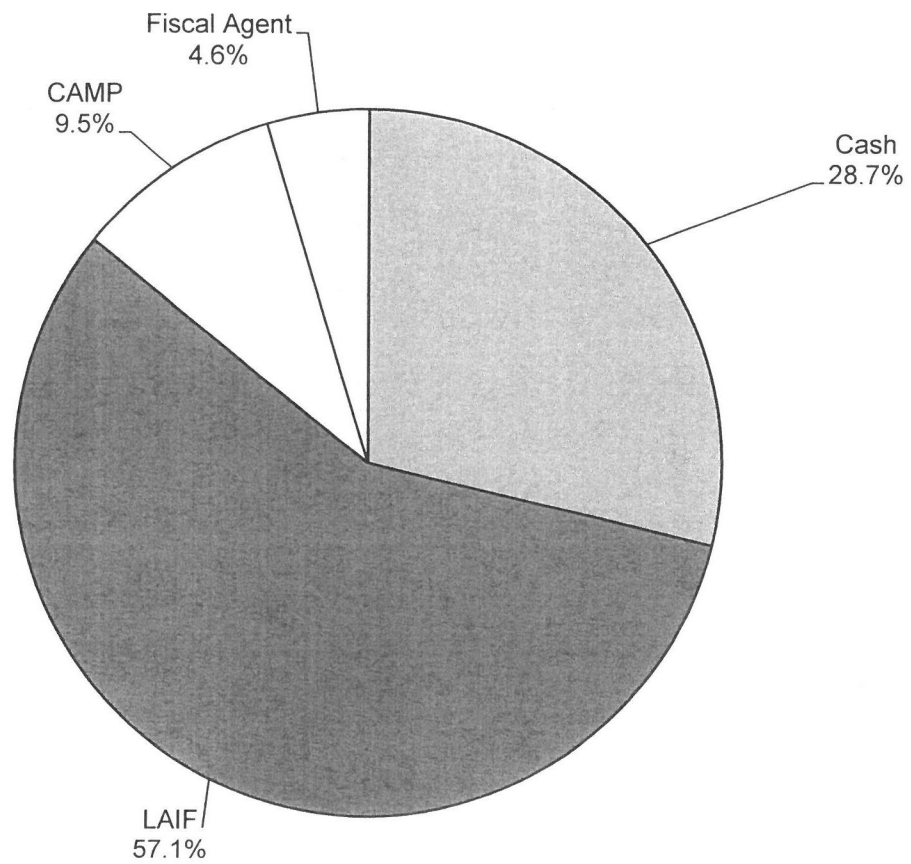
SIGNED: _____

Joseph A. Hughes
CITY MANAGER

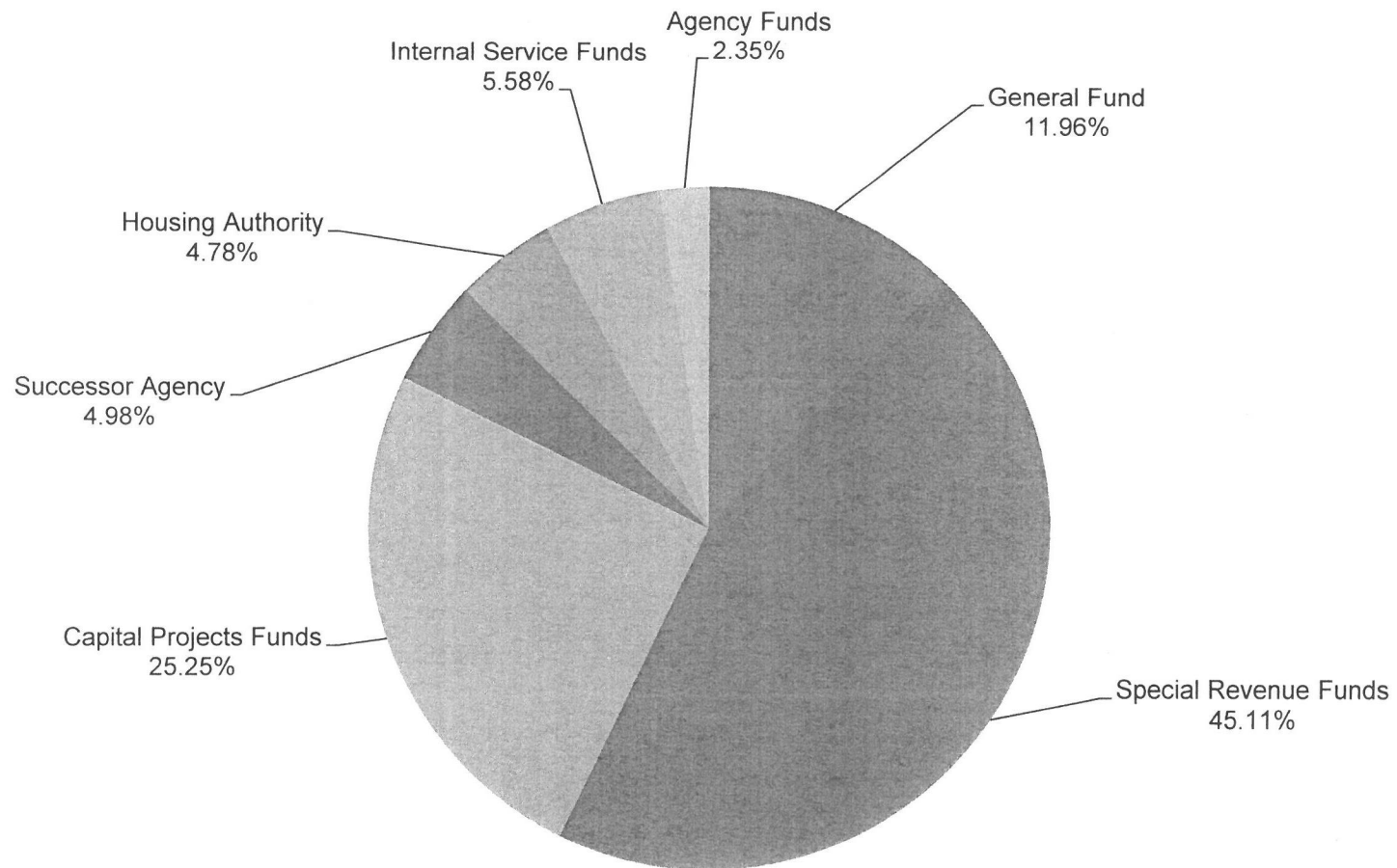
SIGNED: _____

Chuck Dantuono
DIRECTOR OF ADMINISTRATIVE
SERVICES/CITY TREASURER

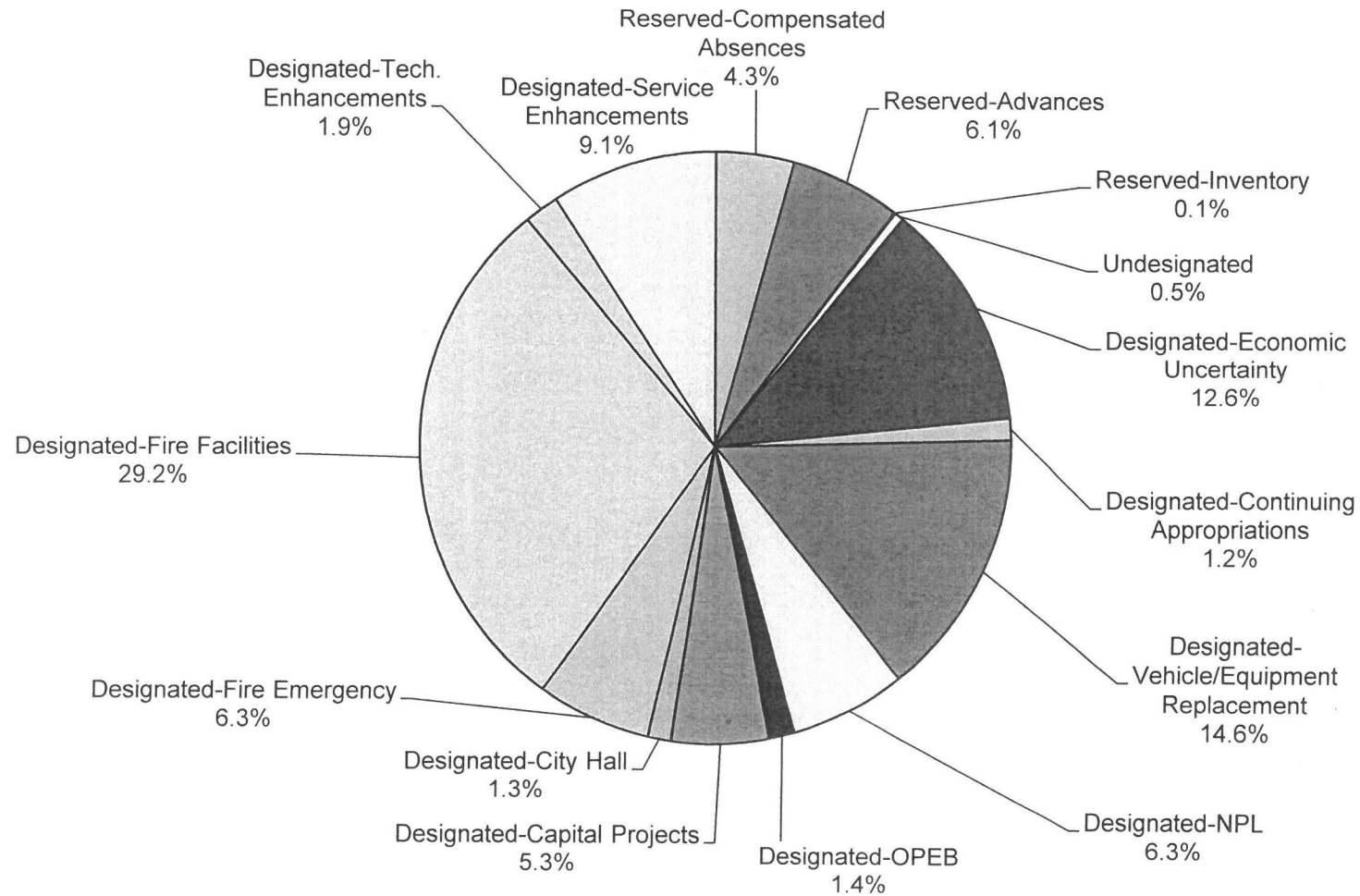
Treasurer's Report



Cash & Investments



General Fund Reserves





STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

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

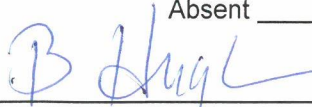
SUBJECT: Resolution No. 2022- ____ implementing on July 1, 2022, a 5% across-the-board adjustment for all employees (except interns).

RECOMMENDATION: That the City Council approve Resolution No 2022- ____ implementing on July 1, 2022, a 5% across-the-board adjustment for all employees (except interns) and amending Section 2 of Resolution No. 2021-020.

FISCAL IMPACT: The total fiscal impact of the across-the-board adjustments for all funds for fiscal year 2022-2023 will be \$98,400 in salaries and \$15,761 in benefits (this is calculating salaries at the E-step). There is adequate funding in the budget to cover the costs of these adjustments.

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

BACKGROUND: The City Council approved a 2% COLA for fiscal years 2021/2022 & 2022/2023 in the 2021-2023 Biennial Budget. At the time the budget was prepared in March 2021, the Consumer Price Index (CPI) was at 3.6%. It jumped to 5.9% in May 2021 right before the budget was adopted on June 8, 2021. The 2% COLA was implemented for fiscal year 2021/2022 on July 1, 2021. Since then, the CPI has increased to 8.6% for January 2022. To offset this, the Finance/Personnel Subcommittee is recommending increasing the 2% COLA already approved for implementation on July 1, 2022, to 5%. The total fiscal impact for this 3% increase for all funds is estimated to be \$98,400 in salaries and \$15,761 in benefits.

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

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE January 2022

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Jan 2021	Dec 2021	Jan 2022	Dec 2021	Jan 2022	Jan 2022	Jan 2021	Dec 2021	Jan 2022	Dec 2021	Jan 2022	Jan 2022
U. S. City Average.....	261.582	278.802	281.148	7.0	7.5	0.8	255.296	273.925	276.296	7.8	8.2	0.9
West.....	277.238	296.102	298.705	7.1	7.7	0.9	269.125	289.076	291.597	7.8	8.4	0.9
West – Size Class A ¹	285.948	304.574	307.206	6.8	7.4	0.9	276.575	295.852	298.422	7.4	7.9	0.9
West – Size Class B/C ²	161.199	172.722	174.269	7.4	8.1	0.9	160.888	173.533	175.052	8.1	8.8	0.9
Mountain ³	107.854	116.728	117.592	8.6	9.0	0.7	108.310	117.779	118.600	9.2	9.5	0.7
Pacific ³	107.680	114.454	115.521	6.5	7.3	0.9	107.939	115.475	116.552	7.3	8.0	0.9
Los Angeles-Long Beach-Anaheim, CA.....	280.178	297.925	301.209	6.6	7.5	1.1	271.129	288.910	291.852	6.9	7.6	1.0
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Jan 2021	Nov 2021	Jan 2022	Nov 2021	Jan 2022	Jan 2022	Jan 2021	Nov 2021	Jan 2022	Nov 2021	Jan 2022	Jan 2022
	Jan 2021	Nov 2021	Jan 2022	Nov 2021	Jan 2022	Jan 2022	Jan 2021	Nov 2021	Jan 2022	Nov 2021	Jan 2022	Jan 2022
Riverside-San Bernardino-Ontario, CA ³	109.550	117.206	118.963	7.9	8.6	1.5	110.204	117.840	119.557	8.1	8.5	1.5
San Diego-Carlsbad, CA.....	307.688	326.422	332.990	6.6	8.2	2.0	291.490	311.014	317.043	7.2	8.8	1.9
Urban Hawaii.....	287.634	302.332	304.988	5.4	6.0	0.9	284.959	300.105	303.163	5.6	6.4	1.0
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Dec 2020	Oct 2021	Dec 2021	Oct 2021	Dec 2021	Dec 2021	Dec 2020	Oct 2021	Dec 2021	Oct 2021	Dec 2021	Dec 2021
	Dec 2020	Oct 2021	Dec 2021	Oct 2021	Dec 2021	Dec 2021	Dec 2020	Oct 2021	Dec 2021	Oct 2021	Dec 2021	Dec 2021
Phoenix-Mesa-Scottsdale, AZ ⁴	145.660	157.254	159.850	7.1	9.7	1.7	144.665	156.649	159.460	7.4	10.2	1.8
San Francisco-Oakland-Hayward, CA.....	302.948	313.265	315.805	3.8	4.2	0.8	295.687	309.656	312.019	5.2	5.5	0.8
Seattle-Tacoma-Bellevue, WA.....	283.409	303.099	304.856	6.5	7.6	0.6	279.308	297.873	301.139	6.3	7.8	1.1
Urban Alaska.....	227.259	242.708	243.568	6.3	7.2	0.4	226.615	242.539	243.612	6.2	7.5	0.4

1 Population over 2,500,000 2 Population 2,500,000 and under, Dec 1996 = 100 3 Dec 2017=100 4 Dec 2001=100

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf

1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Release date February 10, 2022. The next release date is scheduled for March 10, 2022. For questions, please contact us at BLSinfoSF@bls.gov or (415) 625-2270.

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA,
ESTABLISHING EMPLOYEE SALARIES AND AMENDING SECTION 2 OF
RESOLUTION NO. 2021-020**

WHEREAS, the City Council of the City of Highland has determined it is necessary for the efficient operation and management of the City that salary ranges be established for employees; and

WHEREAS, the City Council wishes to continue the implementation of the Classification and Compensation Plan prepared by the Davis Company; and

WHEREAS, the City Council recognizes that it competes in a market place to obtain qualified personnel to perform and provide municipal service, and that compensation and conditions of employment must be sufficiently attractive to recruit and retain qualified employees.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Highland does hereby resolve to:

2. Implement on July 1, 2022, a 5% across the board adjustment for all employees (except interns).

PASSED, APPROVED AND ADOPTED this 22nd day of February 2022.

Larry McCallon, Mayor

Attest:

Betty Hughes, City Clerk



STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Melissa Morgan, Public Services Manager *[Signature]*

SUBJECT: San Bernardino County Municipal Separate Storm Sewer System - National Pollution Discharge Elimination System (NPDES) Common Interest, Joint Defense, And Confidentiality Agreement Among Permittees

RECOMMENDATION: Staff recommends the City Council authorize the Mayor to execute the San Bernardino County Municipal Separate Storm Sewer System - National Pollution Discharge Elimination System (NPDES) Common Interest, Joint Defense, And Confidentiality Agreement Among Permittees on behalf of the City of Highland.

FISCAL IMPACT: Overall fiscal impacts are not known at this time. However, the costs incurred by San Bernardino County Counsel under this agreement will be paid through the San Bernardino County Area-Wide Stormwater Program Budget which the City contributes its' pro-rata share. The current and next fiscal year budgets do each contain an allocation for this expenditure.

PUBLIC NOTICE: No public notice is required prior to the City Council taking action on this matter.

BACKGROUND: The Municipal Separate Storm Sewer System ("MS4") Permit is issued jointly to the County of San Bernardino, the San Bernardino County Flood Control District ("SBCFCD"), and the sixteen incorporated cities in the Santa Ana River Watershed portion of San Bernardino County. The San Bernardino County Flood Control District is the Principal Permittee. Its' primary responsibilities are to administer the overall stormwater program in conjunction with the cities, lead in the development of programs, act as the liaison with water board staff and prepare the consolidated required reports.

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

[Signature]
City Clerk

[Signature]
City Manager

San Bernardino County and the sixteen incorporated cities are "Co-Permittees" and are responsible to implement individual program elements in their individual jurisdiction and to fiscally support the county-wide program. The permit is regulated under the Santa Ana Regional Water Quality Control Board District 8 ("RWQCB"). The current San Bernardino County MS4 Permit Order No. R8-2010-0036, NPDES Permit No. CAS618036 ("Permit") which expired on January 29, 2015 was administratively extended by the RWQCB until a new permit is issued.

In 2015 in anticipation of review and negotiations in response to the new proposed permit, the SBCFCD initially engaged the services of Chris M. Amantea, Esq. to assist on legal and other issues related to the renewal of the MS4 NPDES Permit, as well as on other matters necessary to representation of the MS4 Permittee Group in connection with negotiating the terms of the next term MS4 Permit.

On February 4, 2022, the Santa Ana Regional Water Control Board conducted a Public Workshop to present the Board Staff's Working Proposal for the next term permit. It is anticipated that the permit will be adopted by the end of 2022 with an effective date of January 2023.

At this time San Bernardino County Counsel has selected the firm of Myers, Nave to further represent the San Bernardino County Flood Control District as the Principal Permittee of the San Bernardino County Stormwater Program. The proposed Common Interest, Joint Defense and Confidentiality Agreement among Permittees ("Agreement") will allow the Parties (Principal Permittee and Co-Permittees) to establish a common interest group with respect to the Permit Proceedings, preserve to the fullest extent possible all applicable legal and evidentiary privileges, including the protections of the attorney-client privilege, the work product doctrine, the joint defense/common interest privilege, and the deliberative process and official information privileges.

The City Attorney has reviewed and recommends approval of the proposed Common Interest, Joint Defense and Confidentiality Agreement.

Attachments: Common Interest, Joint Defense, And Confidentiality Agreement
Among Permittees

COMMON INTEREST, JOINT DEFENSE, AND CONFIDENTIALITY AGREEMENT AMONG PERMITTEES

This Common Interest, Joint Defense, and Confidentiality Agreement (“Agreement”) effective on January 1, 2022 is entered into by and among San Bernardino County (“County”), the San Bernardino County Flood Control District (“District”), and the cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (“Cities”) (collectively the “Parties” or individually a “Party”).

RECITALS

A. The County, District, and Cities own and/or operate storm water and urban runoff conveyance systems, including flood control facilities, commonly referred to as municipal separate storm sewer systems or storm drains, through which storm water and urban runoff are discharged into waters of the United States that are located within the Santa Ana Region.

B. The District, as Permittee, and the Cities, as Co-Permittees (jointly “Permittees”), are subject to a National Pollutant Discharge Elimination System (“NPDES”) Permit and Waste Discharge Requirements, Order No. R8-2010-0036, NPDES No. CAS618036 (“Permit”).

C. The Santa Ana Regional Water Quality Control Board (“Regional Board”) issued the Permit on January 29, 2010 for a five-year term. The Permit designates the District as “Principal Permittee” under the Permit, and the District administers and coordinates many of the permit requirements on behalf of all the Permittees.

D. On June 28, 2011, the Parties entered into an Implementation Agreement to establish an integrated storm water management program (“Program”) that included development of a Management Committee to coordinate compliance, including establishing budgets, to set forth the duties of the Parties, to provide reimbursement to the District for administrative responsibilities, and to share costs to implement the Program. The Implementation Agreement, attached hereto as **Exhibit A**, sets forth the percentage of costs that each Party agreed to contribute to implement the Program. The term of the Implementation Agreement coincides with the term of the Permit and expires six months after the Final Permit, as defined below, is approved.

E. To renew the Permit, the Permittees submitted a Report of Waste Discharge for renewal on August 1, 2014.

F. Though the Regional Board has not yet issued a renewal of the Permit, the Permittees continue to implement and comply with the Permit.

G. The Parties believe that the Regional Board may be circulating a draft version of the new permit (“Draft Permit”) in approximately January 2022.

H. Each of the Parties has a shared common interest in proceedings related to the Draft Permit, including negotiating the terms of the Draft Permit with the Regional Board, participating in the administrative hearing to adopt the Draft Permit as the final permit (“Final Permit”), seeking administrative or judicial review of any terms in the Final Permit that warrant reconsideration, defending any adverse future claims or actions related to the Final Permit, and addressing any and all types of legal challenges to the Draft or Final Permit (jointly “Permit Proceedings”). Each of the

Parties intends to appear in administrative hearings as well as any potential future actions related to the Draft or Final Permit to represent the common interests of the Parties as well as each Party's own separate interests, some of which may be unique. Such representation of separate or unique interests is not inconsistent with the common interests of the Parties.

I. Nothing in this Agreement is meant or should be construed to affect a Party's legal obligation to exercise its independent judgment as required by law concerning the Permit Proceedings.

J. Without admitting any individual or shared liability, and expressly denying same, the Parties here assert that it will best serve their common interests to coordinate their efforts and share certain privileged and confidential information, in order to respond effectively to and negotiate with the Regional Board as well as to address and/or defend claims during the Permit Proceedings by the Regional Board or any parties that become adverse parties. Such coordination of effort and sharing of information is not intended to waive and shall not waive any privilege or protection otherwise applicable.

K. By this Agreement, the Parties seek to establish a common interest group with respect to the Permit Proceedings, preserving to the fullest extent possible all applicable legal and evidentiary privileges, including the protections of the attorney-client privilege, the work product doctrine, the joint defense/common interest privilege, and the deliberative process and official information privileges.

L. The Parties and their respective legal counsel are referred to herein as "the Common Interest Group."

M. The Parties intend for this Agreement to allow for the inclusion of additional members of the Common Interest Group with the consent of all Parties.

N. The Parties intend for the scope of this Agreement to include any later-filed related actions that raise or implicate similar interests of the Parties without the necessity of amending this Agreement.

TERMS AND CONDITIONS

Therefore, in consideration of the mutual promises contained and incorporated in the above Recitals in this Agreement, the Parties agree as follows:

1. Purpose. It is the purpose of this Agreement to memorialize the Parties' intentions concerning the exchange of information during the Permit Proceedings, and to support a joint defense and/or common interest based upon the assertion by the Parties, or any Party, of the attorney-client privilege, work product doctrine, deliberative process and official information privileges, and any other privileges and protections that may apply to any Joint Defense Communications (as defined in Paragraph 3 below) that may be shared among members of the Common Interest Group. This Agreement addresses the flow, handling, security, and disclosure of documents, data, and oral and written information that are not produced pursuant to formal or informal discovery requests, and that may be exchanged by members of the Common Interest Group. It is the intention of the Parties that the exchange of Joint Defense Communications among the members of the Common Interest Group will not constitute a waiver of any privilege or protection, including without limitation the attorney-client privilege, the attorney work product

doctrine, and the deliberative process and official information privileges. The Parties agree that any consultation between the Parties or among their counsel, and any exchange of work product or other Joint Defense Communications are in reliance on the Parties' common interests, as described herein, and their intent to share information and cooperate in joint defense efforts without waiving any privilege or protection. In this regard, the Parties have agreed to provide reasonable cooperation in the execution of their respective duties under this Agreement. However, no obligation to share any documents, data or information is created by this Agreement.

2. Lawsuits. To the extent related to the Permit Proceedings, the Parties expressly state their intention to include in this Agreement any lawsuits related to adverse claims (other than a lawsuit by one Party or Parties against another Party or Parties), that have been or may be filed by or against any Party at any time during the pendency of this Agreement without the necessity of amending this Agreement.

3. Joint Defense Communications.

a. "Joint Defense Communication" means any documents, data, or information (including correspondence, reports, studies, memoranda of law and/or fact, factual material and summaries, mental impressions, transcripts, digests, and any other written material or oral information of any kind whatsoever) that relate to matters addressed by this Agreement that any Party receives from any other Party or its officers, partners, employees, agents, consultants, attorneys, representatives, or experts that would otherwise be protected from disclosure to third parties pursuant to applicable legal and evidentiary privileges, including the attorney-client privilege, work product doctrine, and/or the deliberative process and official information privileges. The Parties intend that all Joint Defense Communications shall remain privileged or protected when communicated to any other Party or its elected officials, officers, partners, employees, agents, consultants, attorneys, representatives, or experts in accordance with the common purpose concepts in California Evidence Code § 912(d) and articulated in *California Oak Foundation v. County of Tehama* (2009) 174 Cal.App.4th 1217, *Raytheon Co. v. Superior Court* (1989) 208 Cal.App.3d 683, and *Continental Oil Co. v. United States* (9th Cir. 1964) 330 F.2d 347, and their progeny. Each of the Parties and counsel agree that all Joint Defense Communications they receive from any Party or its representative shall be treated and maintained by the receiving Party as privileged and confidential, and not disclosed to third parties, except as provided in this Agreement.

b. Joint Defense Communications may be disclosed or transferred between any or all of the Parties orally or in writing and by any other appropriate means of communication. The Parties agree that all Joint Defense Communications shared pursuant to this Agreement shall be held in strict confidence by the Parties and by all persons to whom the Joint Defense Communications are disclosed and shall not be disseminated outside the Common Interest Group. All Joint Defense Communications received from Parties pursuant to this Agreement are subject to the joint defense and common interest privileges or protections and must be held in strict confidence by the receiving party and its counsel. The receiving party may disclose Joint Defense Communications only to its counsel, authorized representatives, and those of its board members, councilmembers, supervisors, directors, officers, employees, agents, independent contractors, consultants and retained experts who have a need to know. Each Party agrees that its independent contractors will agree to keep all Joint Defense Communications confidential in accordance with the terms of this Agreement before any Joint Defense Communications is provided to them. If a Party intends to disclose a Joint Defense

Communication only to certain members of the Common Interest Group, the disclosing Party shall specify the members who are entitled to review or receive that information or document. All Parties agree that they will not share or disclose such Joint Defense Communications to any Party or person who is not designated by the disclosing Party.

c. A Joint Defense Communication that is exchanged in written or document form and that is intended to be confidential shall be marked "Confidential: Privileged Communication" or with a similar heading indicating confidentiality. To the extent possible, the header or footer should further list all other privileges and protections that may be applicable to the particular Joint Defense Communication, including the attorney-client privilege, work product doctrine, and/or the deliberative process and official information privileges. However, failure to mark or identify a Joint Defense Communication as "Confidential: Privileged Communication" or a similar heading shall not constitute a waiver of any applicable legal or evidentiary privilege or protection that may apply.

d. Waiver of the joint defense and common interest privileges or protections are effective only when all Parties unanimously agree to the waiver. Any Party (the "Disclosing Party") may, without permission from the other Parties, use, for the Disclosing Party's own purposes, any information that the Disclosing Party disclosed to and shared pursuant to this Agreement.

e. Any Party who receives Joint Defense Communications shall not disclose such Joint Defense Communications or the information imparted thereby to any other third party without the express prior written consent of the other Parties. Any unauthorized disclosure of any Joint Defense Communication to any third party shall not constitute a waiver of any applicable privilege or protection. However, no provision in this Agreement shall be construed to limit the right of any Party to disclose any documents or information that such Party obtained through means other than a Joint Defense Communication.

f. Although documents and information that are not otherwise privileged will not gain the protection of any privilege by virtue of being a part of a Joint Defense Communication, each Party shall treat the information as privileged and confidential and shall not disclose to third parties the fact that any particular document or information was shared through a Joint Defense Communication.

4. Permitted Use of Joint Defense Communications. All of the Parties acknowledge and agree that cooperation in the shared purposes and objectives necessarily involves the communication and sharing of confidential information and further agree that their interests are not currently adverse with regard to the subject of this Agreement. They further agree that all Joint Defense Communications received from any other Party shall be used exclusively in connection with the Permit Proceedings. Joint Defense Communications shall not be used or be admissible in any phase of any pre-litigation or litigation involving cross-claims or claims for contribution or indemnity between or among any of the Parties if such claims arise from or relate to adverse claims.

5. Permitted Disclosures. In the event that any Party receives a third-party request or demand for Joint Defense Communications received pursuant to this Agreement, by California Public Records Act ("CPRA") request, subpoena, request for production or otherwise, the Party receiving such request or demand shall, prior to making such disclosure: (a) notify the Parties

pursuant to the notice provision herein; and (b) assert and exercise diligence in supporting the joint defense and/or common interest doctrines and preserve any and all potentially applicable privileges or other protections from disclosure of the Joint Defense Communications, unless such privileges and protections have been knowingly waived by the Parties or Party who provided the Joint Defense Communications. Each Party shall take reasonable steps necessary to permit the assertion of all applicable rights and privileges with respect to any Joint Defense Communication and shall cooperate fully with all other Parties in any judicial proceeding relating to the disclosure of any Joint Defense Communications. However, the Parties understand and acknowledge that all Parties can still comply with their legal obligations under the CPRA and other document production statutes, if any, without breaching this Agreement, and no Party is required to seek a protective order or otherwise incur legal expense in efforts to oppose such a disclosure of a Joint Defense Communication.

6. Injunction to Prevent Improper Disclosure. The Parties agree that the unauthorized or improper disclosure of Joint Defense Communications to third parties not covered by this Agreement will result in irreparable harm to the Parties. In the event a Party or former Party believes that another Party or former Party is preparing to disclose Joint Defense Communications to third parties not covered by this Agreement, the Party or former Party objecting to such disclosure may seek an injunction to prevent the disclosure of such Joint Defense Communications. Each Party represents and warrants that it will not, in the future, assert that such an injunction is not necessary on the grounds that there is an adequate remedy at law.

7. Joint Consultants or Experts. The Parties agree that if a consultant or expert is jointly hired by the Common Interest Group, or retained by an individual Party for a matter on which a common interest exists with respect to the Permit Proceedings, that consultant or expert is covered by the joint defense and/or common interest doctrines and that privileges or protections applicable to the consultant or expert's work product or to any Party's communications with the consultant or expert shall not be waived by sharing such work product or communications with other Parties to this Agreement. The Parties agree not to seek disqualification of consultants or experts engaged by any other Party or Parties in connection with any future action based solely on the exchange of information pursuant to this Agreement.

8. Good Faith. Each Party agrees to exercise good faith and diligence to implement this Agreement and to maintain the confidentiality of discussions and exchanged Joint Defense Communications consistent with the purposes of this Agreement and the intent of the Party providing the information.

9. Independent Efforts. Nothing in this Agreement shall be construed to restrict the right of a Party to undertake separate investigative efforts or legal research in the defense of any action relating to the Permit Proceedings or any adverse claims related to them. Any Party undertaking such separate efforts shall be free to disclose or use the results of the separate and independent efforts in any manner that Party desires, without the consent of the Parties or any other Party.

10. Withdrawal or Settlement. Any Party may withdraw from this Agreement by delivering written notice to all other Parties, in accordance with Section 13 of this Agreement. Alternatively, one or more Parties may conclude their involvement in the Permit Proceedings by

reason of settlement or otherwise. Any voluntary withdrawal or settlement does not relieve any Party's obligation to continue to protect the confidentiality of all Joint Defense Communications, as though all Parties were still active in the Permit Proceedings. Such withdrawal or settlement shall be effective on the date that notice is deemed delivered to all Parties under the notice provision herein. Any Party withdrawing from this Agreement shall no longer have any right of access to any Joint Defense Communications after the date of withdrawal. The withdrawing Party shall either return or destroy all copies of Joint Defense Communications in its possession and shall certify in writing that all such materials have been returned or destroyed, as may be the case. All obligations under this Agreement shall continue to apply to the withdrawing and remaining Parties with respect to any Joint Defense Communications made to or by the withdrawing Parties prior to withdrawal.

11. Termination. This Agreement shall terminate upon the earlier of the following occurrences: (a) conclusion of all Permit Proceedings evidenced by a final judgment or settlement of administrative or judicial actions related to the Final Permit; (b) upon unanimous written consent to terminate among all then-current Parties; or (c) withdrawal from this Agreement by all of the Parties.

12. Survival of Obligations. Each Party agrees that all obligations herein, including the obligation to protect the confidentiality of Joint Defense Communications under this Agreement, shall survive the withdrawal from or termination of this Agreement, by settlement or otherwise, and shall remain binding on all Parties notwithstanding their withdrawal or the Agreement's termination, even if the interests of the Parties later become adverse, and regardless of whether the joint defense and/or common interest doctrines become inapplicable with respect to later communications between the Parties.

13. Notices. Except for changes in contact information, all notices under this Agreement must be in writing and must be sent by e-mail to the addresses set forth in Appendix A or hand-delivered or sent by registered or certified mail, postage pre-paid, return receipt requested, or by FEDEX or other nationally recognized overnight delivery service to each Party. Any notice shall be deemed delivered five (5) business days after such mailing date, except that any notice hand-delivered or sent by e-mail or overnight delivery shall be deemed delivered one (1) business day after the dispatch date for overnight delivery service. Notices shall be addressed to each Party at the addresses shown for them in Appendix A, with a copy to its respective counsel of record. Should the contact information for any Party change, then the Party shall provide written notification to all other Parties, either by e-mail or U.S. Mail within thirty (30) days of the change.

14. Engagement. Each Party agrees that it will not move to disqualify counsel from accepting future engagements unrelated to Permit Proceedings based solely upon counsel's receipt of Joint Defense Communication. The Parties agree they will not seek to disqualify counsel from examining or cross-examining any Party who testifies at any proceeding, whether under a grant of immunity or otherwise, because of such attorney's participation in this Joint Defense Agreement; and that such attorney may use any Joint Defense Communications provided by such Party while the Party was participating in this Agreement, but only consistent with the provisions of this Agreement. Each undersigned counsel to this Agreement represents that he or she has specifically advised his or her respective client of this clause and that such client has agreed to its provisions.

15. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter contained herein, and no other terms are binding on the Parties.

16. Modifications. Any modification to this Agreement must be in writing and signed by all of the then-current Parties. This Section does not apply to changes in a Party's contact information.

17. Remedies. The Parties expressly acknowledge and agree that no adequate remedy is available at law for a breach of this Agreement and that in addition to any other remedies available, performance of this Agreement may be specifically ordered and/or a breach hereof may be enjoined, or both.

18. No Admission of Liability or Responsibility. No recital, term, and/or provision in this Agreement shall be construed as an admission of liability or responsibility relating to the adverse claims by any Party.

19. Additional Parties. Additional parties and their counsel may be added to the Common Interest Group with prior written acceptance of such addition by all Parties, which may be provided by e-mail from counsel for the Parties. The addition of a new Party is effected by completion of the "Additional Party Signature Page," attached hereto, and delivery of the completed signature page to all other Parties.

20. No Relationships Created. Nothing in this Agreement shall be construed to (a) create an attorney-client relationship between any Party and/or counsel to any other Party; (b) create any agency relationship among the Parties and/or their counsel, including a joint venture or partnership; or (c) affect the separate and independent representation of each Party by its respective counsel according to what each such counsel believes to be in the client's best interests. Each Party is responsible for directing its respective counsel and, to the extent the research or work product of any Party's counsel is disclosed to other Parties in furtherance of the Parties' common interest, such disclosure shall not waive any privileges or protections that apply to the work product, and shall not entitle any Party to move to disqualify the other Party's counsel due to the performance of such work or because of information obtained in the course of such work.

21. Reservation of Rights and Claims. Notwithstanding any provision of this Agreement, each Party reserves all claims, causes of action, and any and all other rights it has or may have against any other Party, and the Parties do not intend or expect this Agreement to release or to waive those claims or rights.

22. Attorney's Fees. Except by separate agreement, including but not limited to the Implementation Agreement, each Party shall be responsible for its own attorney's fees related to this Agreement, any actions required under this Agreement, and actions during or related to the Permit Proceedings.

23. No Compensation. Except by separate agreement, including but not limited to the Implementation Agreement, no Party shall be entitled to any compensation, reimbursement or contribution from any other Party for the participation of its employees, officers, agents, or counsel in the Permit Proceedings.

24. Jointly Drafted. The Parties agree that this Agreement was jointly drafted by each Party, and no inference or rule of construction shall be applied based on the assumption that any individual Party drafted any provision in this Agreement.

25. Counterparts and Signatures. The Parties agree that Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

26. Severability. If any provision in this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain effective and shall be enforced to the full extent permitted by law.

27. Authority. The undersigned individuals represent that they are authorized to execute this Agreement on behalf of their respective Parties.

28. Choice of Law. This Agreement will be interpreted in accordance with the laws of the State of California without regard to principles of conflicts of law; venue shall be San Bernardino County.

WHEREFORE, the Parties below have executed and entered into this Agreement as of the date indicated and within the jurisdiction noted.

**SAN BERNARDINO COUNTY AND
SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT**

Tom Bunton
County Counsel
San Bernardino County and
San Bernardino County Flood Control District

Date:_____

CITY OF BIG BEAR LAKE

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF CHINO

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

Attest:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF CHINO HILLS

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF COLTON

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF FONTANA

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF GRAND TERRACE

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HIGHLAND

Attest:

By: _____
Name: Larry McCallon
Title: Mayor
Date: February 22, 2022

By: _____
Name: Betty Hughes
Title: City Clerk
Date: February 22, 2022

Approved as to Legal Form:

By: _____
Name: Maricela E. Marroquin
Title: City Attorney
Date: February 22, 2022

CITY OF LOMA LINDA

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF MONTCLAIR

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ONTARIO

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

Attest:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF RANCHO CUCAMONGA

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

Attest:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDLANDS

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF RIALTO

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

Attest:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SAN BERNARDINO

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF UPLAND

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF YUCAIPA

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Form:

By: _____
Name: _____
Title: _____
Date: _____

ADDITIONAL PARTY SIGNATURE PAGE

WHEREFORE, the Party below has executed and entered into this Common Interest, Joint Defense, and Confidentiality Agreement as of the date indicated.

Date: _____

By: _____

Name: _____

Title: _____

Exhibit A

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
SITTING AS THE GOVERNING BOARD OF THE FOLLOWING:
SAN BERNARDINO COUNTY AND
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
AND RECORD OF ACTION**

June 28, 2011

FROM: GRANVILLE M. BOWMAN, Director
Department of Public Works – Transportation
And Flood Control Engineer – San Bernardino County Flood Control District

SUBJECT: NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT IMPLEMENTATION AGREEMENT, SANTA ANA
REGION

RECOMMENDATION(S)

1. Acting as the governing board of the San Bernardino County Flood Control District:
 - a. Approve the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation **Agreement No.11-545** with the County of San Bernardino, and the cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (Co-Permittees).
 - b. Designate the Flood Control Engineer (or the Flood Control Engineer's designee) as the authorized representative of the San Bernardino County Flood Control District to participate on the Implementation Agreement's Management Committee and represent the San Bernardino County Flood Control District and vote on Stormwater Management Program budgets and all other program elements required to implement the areawide Municipal Stormwater Management Plan for the duration of the Implementation Agreement.
2. Acting as the Board of Supervisors of San Bernardino County:
 - a. Approve the NPDES Stormwater Permit Implementation Agreement with the San Bernardino County Flood Control District and the Co-Permittees.
 - b. Designate the Director of Public Works (or the Director's designee) as the authorized representative of San Bernardino County to participate on the Implementation Agreement's Management Committee and represent and vote on Stormwater Management Program budgets and all other program elements required to implement the areawide Municipal Stormwater Management Plan for the duration of the Implementation Agreement.

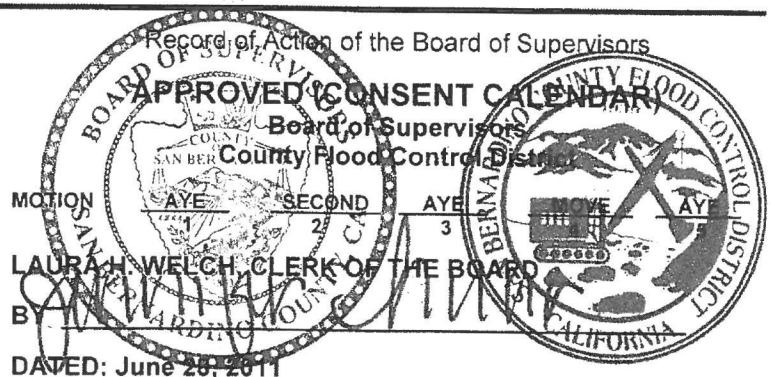
(Affected Districts: All.)

(Presenter: Annesley Ignatius, Deputy Director, 387-7906)

Page 1 of 4

cc: Flood-Kim w/ agree
Contractor c/o Flood w/ agree
Auditor-Accts Pay Mgr w/ agree
EBIX-BPO c/o Risk Mgmt
PW-Bowman; Ignatius
CAO-Valdez
File - w/ agree
jll 08/02/11

ITEM 94



**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT IMPLEMENTATION AGREEMENT, SANTA ANA
REGION
JUNE 28, 2011
PAGE 2 OF 4**

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Improve County Government Operations.

Operate in a Fiscally-Responsible and Business-Like Manner.

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

Provide for the Health and Social Services Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Governmental Agencies.

FINANCIAL IMPACT

Approval of this item will result in no additional Net County Cost. The cost-share formula delineated within the Implementation Agreement is based on three main factors (a) equal distribution base (b) population and (c) land area. Each program element is placed into the categories specified in the table below, and costs are then allocated according to the percentages shown.

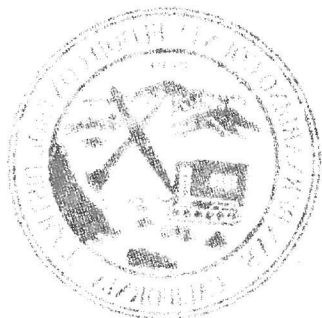
Program Tasks	Base	Population	Land area
Monitoring	10%	30%	60%
Public Education	10%	80%	10%
Program Management	30%	50%	20%
Training	30%	60%	10%

The County of San Bernardino's (County) percentage of the area-wide program costs for Fiscal Year (FY) 2011-12 will be reduced from 13%, as defined under the current agreement, to 11%, based on the revised cost-share formula. The San Bernardino County Flood Control District's (District) cost-share percentage remains unchanged at 5%. Funding is available from the District budget and the County to provide for these cost-share(s). The remaining 84% will be funded by the sixteen Co-Permittee cities.

The amount to be funded for the program budget for FY 2011-12 is \$2,048,500. These costs will be jointly funded by the Permittees under this Implementation Agreement. The County's, District's, and the Cities' share of the cost will be \$227,400, \$102,600, and \$1,718,500, respectively. These costs will be paid from a special revenue fund, RLF, established by the District to separately account for activity related to the NPDES program. Sufficient appropriation and revenues have been included in the FY 2011-12 Recommended Flood Control budget to cover these expenses.

BACKGROUND INFORMATION

On January 29, 2010, the District as Principal Permittee, the County (unincorporated areas), and the incorporated cities in the County within the Santa Ana River watershed, obtained its fourth area-wide National Pollutant Discharge Elimination System (NPDES) Permit (Permit), Order No.



06/28/11 #94

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT IMPLEMENTATION AGREEMENT, SANTA ANA
REGION
JUNE 28, 2011
PAGE 3 OF 4**

R8-2010-0036, NPDES No. CAS 618036. Under the requirements of the Permit, the Co-Permittees and the Principal Permittee are required to enter into an implementation agreement.

There is an existing implementation agreement, which was approved by the Board of Supervisors on May 4, 1992 (Item No. 44), after receipt of the initial NPDES Permit (Order No. 90-136). It was modified on December 12, 1995 (Item No. 43) during the first term of that initial Permit. Since approval of the existing agreement there have been a number of regulatory and programmatic changes, including the issuance of three additional NPDES Permits (Orders 96-32, R8-2002-0012, and the new Permit, R8-2010-0036).

The San Bernardino County Stormwater Program Management Committee (Management Committee), comprised of designated representatives from each Permittee agency, has developed this revised Implementation Agreement to reflect the current regulatory and programmatic structure. The final draft of the revised Implementation Agreement was endorsed by the Stormwater Program Management Committee on July 13, 2010, after extensive input from the Permittees' respective legal counsels. All Permittee agencies have executed the Implementation Agreement in advance of the County and the District.

The Implementation Agreement specifies the District's role in coordinating and implementing area-wide program activities. As the Principal Permittee, the District serves as the lead administrator of the area-wide program activities on behalf of the Co-Permittees. The County and the sixteen incorporated cities within the Santa Ana watershed are designated as Co-Permittees within the Agreement. As a Co-Permittee, the County is expected to submit necessary compliance deliverables to the District in a complete and timely manner and participate in area-wide program activities.

Approval of this item will approve, on behalf of the District and the County, respectively, the NPDES Stormwater Permit Implementation Agreement. The term of the Implementation Agreement coincides with the term of the current NPDES Permit (Order No. R8-2010-0036) and shall terminate six months after the Santa Ana Regional Water Quality Control Board approval of the NPDES Permit that follows Order No. R8-2010-0036. The current NPDES Permit (Order No. R8-2010-0036) expires on January 29, 2015.

Approval of this item will also designate the authorized representative of the District and the County to participate on the Implementation Agreement's Management Committee and represent and vote on Stormwater Management Program budgets and all other program elements required to implement the areawide Municipal Stormwater Management Plan for the duration of the Implementation Agreement.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Scott M. Runyan, Deputy County Counsel, 387-9022) on May 25, 2011, County Counsel (Charles S. Scolastico, Principal Assistant County Counsel, 387-5281) on May 25, 2011 and the County Administrative Office (Beatriz Valdez, Principal Administrative Analyst, 387-1852) on June 8, 2011.

06/28/11 #94

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT IMPLEMENTATION AGREEMENT, SANTA ANA
REGION
JUNE 28, 2011
PAGE 4 OF 4

06/28/11 #94



**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

and

**COUNTY
OF
SAN BERNARDINO**

F A S

CONTRACT TRANSMITTAL

FOR OFFICIAL USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept.	A	Contract Number 11-545	
Flood Control District		Dept.	Orgn.	Contractor's License No.		
		097	097			
Contract Representative		Telephone		Total Contract Amount		
Gia Kim, Chief, Land Development/EMD		(909) 387 - 8145		\$		
Contract Type ☒ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
					\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RLF	099	099		8842	30F01343	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RLF	099	099		9970	30F01343	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RLF	099	099		99975	30F01343	
Project Name				Estimated Payment Total by Fiscal Year		
NPDES Stormwater Permit				FY	Amount	I/D
Implementation Agreement,					\$	
Santa Ana Region					\$	
Order No. R8-2010-0036					\$	

CONTRACTOR Co-Permittees: Cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa

Federal ID No. or Social Security No. _____

Contractor's Representative _____

Address _____ Phone () - _____

Nature of Contract: (Briefly describe the general terms of the contract)

As a requirement of the area-wide National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R8-2010-0036, NPDES No. CAS 618036, dated January 29, 2010 and issued by the California Regional Water Quality Control Board, Santa Ana Region, an Implementation Agreement has to be signed between all the Co-Permittees listed in the Permit as well as the Implementation Agreement. This Agreement outlines the responsibilities of each Co-Permittee and funding for the area-wide programs. Funding by each Co-Permittee each fiscal year will vary based on the projected costs for the fiscal year. The Implementation Agreement is made a part of this contract.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form)

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to Board for Signature
► See attached signature pages. Counsel	► <i>David R. Dault</i>	► <i>Chris...</i>
Date _____	Date <i>6/6/11</i>	Date <i>11/10/11</i>

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

Revised 1/13/09

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
STORMWATER PERMIT IMPLEMENTATION AGREEMENT
SANTA ANA REGION**

This AGREEMENT entered into as of this 28th day of June, 2011, by the County of San Bernardino, (herein called the COUNTY), the San Bernardino County Flood Control District (herein called the DISTRICT), and the Cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (herein called the CITIES) establishes the responsibilities of each party with respect to compliance with National Pollutant Discharge Elimination System (NPDES) Stormwater regulations administered by the California Regional Water Quality Control Board, Santa Ana Region (SARWQCB) by the authority granted by the federal Clean Water Act (CWA) and its 1987 amendments and the Water Quality Act (WQA).

RECITALS

Whereas

Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 U.S.C.A. 1342 (p)) to require the federal Environmental Protection Agency (EPA) to promulgate regulations for applications for permits for stormwater discharges; and

Whereas

These permit regulations require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System (NPDES) Permit for the discharge of stormwaters into waters of the United States; and

Whereas

These EPA regulations require NPDES permits for discharges from municipal separate storm sewer systems (MS4 Permit) on a system-wide or jurisdiction-wide basis; and

Whereas

The State Legislature, in enacting the San Bernardino County Flood Control Act, created the San Bernardino County Flood Control District to provide for the control of flood and storm waters; and

Whereas

The Powers granted to the DISTRICT by the San Bernardino County Flood Control Act include carrying on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water both within and without the DISTRICT; and

Whereas

The CITIES, the COUNTY and the DISTRICT desire to develop and implement an integrated stormwater discharge management program with the objective of improving water quality in the Santa Ana Watershed portion of San Bernardino County; and

Whereas

The California State Water Resources Control Board (SWRCB) as designee of the EPA has delegated authority to the Regional Water Quality Control Board – Santa Ana Region (SARWQCB) for administration of the MS4 Permit program and issuance of MS4 Permits within the boundaries of their Region; and

Whereas

The DISTRICT, COUNTY, and CITIES have been designated as joint permittees (Permittees) by the SARWQCB for the MS4 Permit issued to the County of San Bernardino; and

Whereas

The DISTRICT has been designated as the Principal Permittee in the MS4 Permit; and

Whereas

The COUNTY and the CITIES have been designated as the Co-permittees in the MS4 Permit; and

Whereas

Cooperation between the CITIES, the COUNTY, and the DISTRICT to jointly file an application for the MS4 Permit is in the best interest of the CITIES, the COUNTY, and the DISTRICT; and

Whereas

The Permittees shall establish and maintain a Management Committee to coordinate compliance with MS4 Permit requirements and implement a Stormwater Management Program across all jurisdictions covered by this MS4 Permit; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. Filing Status. The COUNTY, DISTRICT, and CITIES will jointly file the application for an area-wide storm water permit. The COUNTY, the DISTRICT, and each individual CITY will be a Permittee.
- II. Management Committee. The DISTRICT, as Principal Permittee, and COUNTY and CITIES, as Co-permittees, shall support and facilitate compliance with area-wide MS4 Permit requirements and implementation of the Stormwater Management Program through the workings of the Management Committee. The responsibilities and structure of this committee shall include:
 - A. The purpose of the Management Committee shall be to develop policies, (including goals, needs, and priorities) budgets, and implementation strategies and plans for the area-wide Stormwater Management Program to ensure compliance with the MS4 Permit. The Management Committee

95 shall evaluate implementation options and strategies and recommend
96 implementation actions to the DISTRICT.

97
98 B. Each Permittee shall designate in writing at least one authorized
99 representative and one alternate to participate on the Management
100 Committee. Management Committee designees and alternates shall be
101 authorized by their respective city council or governing board to cast
102 votes on behalf of their jurisdiction to determine Stormwater
103 Management Program budgets and all other program elements required
104 to implement the areawide Municipal Stormwater Management Plan
105 (MSWMP).
106

107 C. The Principal Permittee shall serve as the chairperson for the
108 Management Committee.
109

110 D. The Management Committee shall meet at least once each month, except
111 during the month of December.
112

113 E. Ten (10) authorized representatives present in person at a scheduled
114 meeting constitute a quorum for the transaction of business of the
115 Management Committee. If a quorum is not present at a scheduled
116 Management Committee meeting, less than a quorum may adjourn the
117 meeting. For all Management Committee actions other than approval of
118 the budget as set forth in Section VII.C.1. of this AGREEMENT, a
119 majority vote of the quorum shall decide any question brought before the
120 Management Committee for decision.
121

122 F. The Management Committee shall support Stormwater Management
123 Program implementation by providing guidance to the Principal Permittee
124 with respect to stormwater program administration and approving
125 elements of the area-wide MSWMP.
126

127 G. The Management Committee may establish subcommittees to support
128 the work of the Management Committee. Subcommittees shall include
129 interested members of the Management Committee, and/or other
130 Permittee staff with necessary expertise. Subcommittees may develop
131 recommendations for Management Committee consideration. Such
132 recommendations require majority approval by members of the
133 subcommittee on a one vote per Permittee basis.
134

135 H. Approval of Management Committee decisions will require a majority
136 vote of the authorized representatives or alternates in attendance, on a one
137 vote per Permittee basis. In the event that the Management Committee
138 does not approve a subcommittee recommendation, the item will be
139 directed back to the subcommittee for reconsideration.

I. All parties to this AGREEMENT achieve cost savings by working collectively to implement the areawide stormwater program. To maximize these cost savings, the Permittees agree that:

1. Each authorized representative shall actively participate in at least 9 of 11 monthly Management Committee meetings;
2. Each Permittee shall actively participate in at least one subcommittee, either through the authorized representative or other authorized designee. Participation will be defined as attendance at fifty percent (50%) or more of subcommittee meetings held in a given fiscal year.

III. Principal Permittee Responsibilities.

The DISTRICT, acting through its Board of Directors, is the Stormwater Program Administrator for purposes of this AGREEMENT. The District shall have administrative responsibilities and shall be reimbursed for its time expended on behalf of the Stormwater Program. These rates include actual hourly rate plus overhead. Materials are to be reimbursed at direct cost.

The DISTRICT, while acting as administrator, will strive to implement the policies, budget, and required program elements according to the recommendations of the Management Committee. In turn, the Management Committee will work in good faith with the DISTRICT to make reasonable policy, budget and required program element recommendations to the DISTRICT. The Parties recognize and acknowledge, however, that the DISTRICT, as governed by the San Bernardino County Board of Directors, retains final authority regarding the nature and manner in which the recommendations of the Management Committee shall be executed.

In the event that the DISTRICT proposes to implement an approach different than the one recommended by the Management Committee, the DISTRICT's proposed alternative action shall be communicated to the Management Committee at the next available meeting of the Management Committee. If the Management Committee approves the alternative action, then the cost sharing provisions of this AGREEMENT shall govern the allocation of any costs associated with that alternative action. If, in good faith, the Management Committee does not approve the alternative action, the DISTRICT may implement the alternative action, but the DISTRICT shall be solely responsible for paying the increased costs, if any, resulting from the alternative action. This increased cost shall be measured by the difference between the cost of the alternative action and the estimated cost of the action as reasonably recommended by the Management Committee.

If the DISTRICT'S proposed alternative implementation action involves an increase in program costs, that alternative implementation action shall not be adopted until such time as each authorized representative of the Management Committee has had 45 days to relay that alternative implementation action to its various governing bodies for approval. CITIES and COUNTY shall have no responsibility for the incremental increase in cost associated with an

186 alternative action that is not approved by the Management Committee after 45 days has passed
187 with the governing bodies failing to approve the alternative implementation action.
188
189
190

191 The DISTRICT will act as the contracting party, on behalf of the Co-permittees for Stormwater
192 Management Program contracts and agreements with all consultants, contractors, vendors or
193 other entities as recommended by the Management Committee.
194

195 The DISTRICT, if recommended by the Management Committee, may act on behalf of the Co-
196 permittees as applicant in preparing and submitting grant proposals, and may act as
197 administrator for any awarded grant funds.
198

199 The DISTRICT, if recommended by the Management Committee, will act on behalf of the
200 Stormwater Program as the contracting party and signatory in joint agreements with other
201 municipal stormwater programs and stakeholders for regional benefits and cooperation.
202

203 As the Principal Permittee under the MS4 Permit, the DISTRICT shall coordinate all area-wide
204 MS4 Permit activities and manage the Stormwater Management Program by:
205

- 206 A. Conducting chemical, biological and bacteriological water quality
207 monitoring on behalf of the areawide program as required by the MS4
208 Permit.
209
- 210 B. Implementing management programs, monitoring programs, and related
211 plans as required by the MS4 Permit.
212
- 213 C. Preparing and submitting to the Executive Officer (SARWQCB) unified
214 reports, plans, and programs necessary to comply with the MS4 Permit.
215
- 216 D. Coordinating and conducting Management Committee meetings as
217 specified in the MSWMP.
218
- 219 E. Taking the lead role in initiating and developing area-wide programs and
220 activities necessary to comply with the MS4 Permit.
221
- 222 F. Participating, as needed, in any subcommittees formed to facilitate MS4
223 Permit requirements.
224
- 225 G. Providing technical and administrative support and inform the Co-
226 permittees of the progress of other pertinent municipal programs, pilot
227 projects, research studies, and other information to facilitate
228 implementation of Co-permittees' stormwater program.
229

- 230 H. Coordinating the implementation of area-wide Stormwater Management
231 Program activities such as a monitoring program, public education, and
232 pollution prevention.
233
- 234 I. Gathering and disseminating information on the progress of statewide
235 municipal stormwater programs and evaluate the information for
236 potential use in the execution of the MS4 Permit.
237
- 238 J. Monitoring the implementation of the plans and programs required by
239 the MS4 Permit and determine their effectiveness in attaining water
240 quality standards.
241
- 242 K. Coordinating with SARWQCB activities pertaining to implementation of
243 the MS4 Permit, including the submittal of all required reports, plans, and
244 programs.
245
- 246 L. Soliciting and coordinating public input for any major proposed
247 stormwater management programs and implementation plans.
248
- 249 M. Developing and implementing mechanisms, performance standards, etc.,
250 to promote consistent implementation of Best Management Practices
251 among the Permittees.
252
- 253 N. Cooperating in watershed management programs and regional and/or
254 statewide monitoring programs.
255
- 256 IV. Co-permittee Responsibilities. The Co-permittees shall support the Principal Permittee
257 by:
258
- 259 A. Preparing and submitting to the Principal Permittee in a timely manner
260 all required information necessary to comply with permit reporting
261 requirements. Timely completion of Permittee annual report
262 information is considered meeting the deadline if received on or before
263 September 15th of each reporting year.
- 264 B. Notifying the Principal Permittee immediately, in writing, of any
265 changes to the designated representative to the Management
266 Committee.
- 267 C. Reviewing and commenting on all plans, strategies, management
268 programs, and monitoring programs, as developed by the Principal
269 Permittee or a subcommittee of the Management Committee.
- 270 D. Conducting and/or coordinating with the Principal Permittee on any
271 surveys or characterizations needed to identify pollutant sources from
272 specific drainage areas.
273

V. Compliance Responsibilities. The DISTRICT, COUNTY and CITIES are individually responsible for implementing all MS4 Permit requirements within their respective jurisdictions. The Management Committee does not assume any responsibility for implementing the Stormwater Management Programs for the Principal Permittee or any other Permittee or for ensuring that the Principal Permittee or the Co-permittees implement programs consistent with the recommendations of the Management Committee.

VI. Indemnification and Insurance. Each party shall indemnify, defend, and hold harmless the other parties to this AGREEMENT from and against any and all liability and expense arising from any act or omission of the indemnifying party, its authorized officers, employees, agents, and volunteers in connection with the performance of this AGREEMENT, including, but not limited to reasonable defense costs, reasonable legal fees, claims, actions, damages, liability, and causes of action for damages of any nature whatsoever; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

In the event a party, or parties, to this AGREEMENT is/are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, the party, or parties shall indemnify the other party/parties to the extent of its/their comparative fault. Furthermore, if a party attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the parties agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

The parties to this AGREEMENT are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of their performance under this Agreement.

VII. Program Costs. The responsibilities for payment of all shared costs of equipment, services, contracted analytical services, and the cost of implementing the MS4 Permit, shall be distributed among the DISTRICT, COUNTY, and CITIES as follows:

A. The DISTRICT shall contribute 5% of the annual Program Costs; the other Permittees shall be responsible for the remaining 95% of the Program Costs.

B. The annual budget shall separate program costs into four Program Areas:

1. *Monitoring*, which shall include any water quality and hydrographic monitoring and laboratory analyses.

2. *Public Education*, which shall include all public outreach programs.

3. *Program Management & Regulatory Activities*, which includes administrative, reporting and regulatory activities.

4. *Training*, which addresses any training conducted to implement the stormwater management program.

C. The Principal Permittee shall prepare and implement an annual operating budget with the participation of the Permittees. The budget year shall coincide with the fiscal year of the DISTRICT, July 1 - June 30.

1. The Principal Permittee will forward the annual operating budget for the forthcoming year to the Co-permittees for review and approval. The review period shall be from the first business day of November to the first business day of December of each year. During the review period, the Co-permittees may provide written comments on the budget to the Principal Permittee. The Fiscal Subcommittee will review the comments on the budget and endorse a draft budget for Management Committee approval. The Management Committee will consider the draft budget for approval at the January meeting. An affirmative response from a majority of the total number of authorized representatives or authorized alternates is required for approval.

D. For Fiscal Year 2010/11, the Permittees cost share shall be as follows:

PERMITTEE	PERCENTAGE SHARE
Big Bear Lake	1.98
Chino	4.59
Chino Hills	5.08
Colton	3.48
Fontana	7.45
Grand Terrace	0.80
Highland	2.21
Loma Linda	1.36
Montclair	2.19
Ontario	11.99
Rancho Cucamonga	9.81
Redlands	4.84
Rialto	5.58
San Bernardino	12.13
Upland	5.05

PERMITTEE	PERCENTAGE SHARE
Yucaipa	3.42
County	13.04
District	5.00
TOTAL	100

- E. For Fiscal Year 2011/12, and all subsequent fiscal years the Permittees cost share shall be determined annually according to the methodology provided in Appendix A.
- F. For Fiscal Year 2011/12, and all subsequent fiscal years, the Permittees annual cost share shall be calculated by November 1 of each year and shall be included in the annual budget proposal.
- G. The DISTRICT shall invoice each CITY and the COUNTY for its annual deposit after July 1, the start of the fiscal year. Each CITY and the COUNTY shall pay the deposit within 30 days of the date of the invoice. Each CITY's and the COUNTY's deposit shall be based on their prorated share of the approved annual budget, reduced for any surplus identified in the prior fiscal year-end accounting.
- H. The DISTRICT shall make reasonable efforts to inform the Management Committee during the fiscal year of potential exceedances of the approved budget that may require the Parties to increase the deposits. If at any time during a fiscal year the program costs exceed the sum of the deposits, the DISTRICT shall submit invoices to the CITIES and the COUNTY to recover the deficit. The share for each CITY and the COUNTY shall be prorated according to the formula above (see Paragraphs D and E of this Section). Each CITY and COUNTY shall pay the invoice within 30 days of the billing date.
- I. The DISTRICT shall prepare a fiscal year end accounting at the end of each fiscal year and distribute copies to the Permittees for their review by October 31 of that year. Permittees shall have 30 calendar days from the date of their receipt of the fiscal year end accounting to dispute in writing or concur with the findings. If the fiscal year end accounting results in costs exceeding the sum of the deposits (including interest earnings), the DISTRICT shall invoice each CITY and the COUNTY for its prorated share of the excess cost. Each CITY and the COUNTY shall pay the billing within 30 days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits (including interest earnings) exceeding

costs, the excess deposits will carry forward to reduce the billings for the following year.

J. Upon termination of the program, a final accounting shall be performed by the DISTRICT. If costs exceed the sum of the deposits (including interest earnings), the DISTRICT shall invoice each CITY and the COUNTY for its prorated share of the excess. Each CITY and the COUNTY shall pay the invoice within 30 days of the date of the invoice. If the sum of the deposits (including interest earnings) exceeds the costs, the DISTRICT shall reimburse to each CITY and the COUNTY its prorated share of the excess (including any interest earnings remaining), within 30 days of the final accounting.

K. Each CITY and the COUNTY shall bear the financial responsibility for implementing the program within its jurisdictional boundaries, including any applicable MS4 permit fees, as outlined in Section V .

L. The annual administrative costs (includes actual hourly rate plus overhead) incurred by the DISTRICT shall be included in the budget for the Areawide Program Costs and paid according to this Section, Section III and Appendix A.

M. The financial responsibility for this AGREEMENT will be effective on the date this AGREEMENT takes effect.

VIII. Term of the AGREEMENT. The term of the AGREEMENT coincides with the term of the current MS4 Permit (Order No. R8-2010-0036). The renewal process of the Implementation Agreement shall begin at the same time as the initiation of the Report of Waste Discharge renewal and shall be completed within 6 months from the SARWQCB approval date of the MS4 Permit that follows Order No. R8-2010-0036. This AGREEMENT shall therefore take effect on the date it is approved by all parties and shall terminate 6 months after SARWQCB approval of the MS4 Permit that follows Order No. R8-2010-0036.

IX. Additional Parties. Any city or other entity which wishes to be a Permittee on the San Bernardino County MS4 Permit that was issued by SARWQCB shall agree to the provisions in this funding agreement and shall sign this AGREEMENT prior to being included in the permit. The date of initiation, for determining participant costs for any new Permittee shall be the date of inclusion in the San Bernardino County MS4 Permit issued by SARWQCB. The cost for adding any additional Permittee to the program, including additional permit and processing fees, shall be paid by the added Permittee. Monies, if any, to be reimbursed to the existing Permittees shall be credited to their respective annual program operating fees for the following budget year.

X. Withdrawal from the AGREEMENT. A Permittee may withdraw from this AGREEMENT at the end of any fiscal year with written notice being received by the DISTRICT 90 days prior to the end of the fiscal year. A withdrawing Permittee will not be allowed refunds for tasks, projects or studies already underway in which funds have

been obligated for the fiscal year. Upon completion of tasks, projects or studies undertaken or on-going, if any funds are not expended, a refund of the share of the balance shall be paid within sixty (60) days thereafter to the withdrawing Permittee.

The withdrawing Permittee shall be responsible for all assessed penalties as a consequence of withdrawal. The cost allocations to the remaining members will be calculated in the following budget year.

- XI. Breach. Failure to comply with the terms of this AGREEMENT is a breach of the agreement. If a breach is not cured within ninety (90) days after receiving a notice to cure the breach by a permittee, permittee in breach may be terminated from this AGREEMENT by a majority vote of the Management Committee.
- XII. Non-compliance with MS4 Permit Requirements. Any Permittee found in non-compliance with the conditions of the MS4 Permit within their jurisdictional responsibilities shall be solely liable for any assessed penalties, pursuant to Section 13385 of the Water Code. Penalties that apply to all the Permittees shall be assessed according to the formula in Appendix A.
- XIII. Legal Action/Costs/Attorney Fees. Where any legal action is necessary to declare any party's rights hereunder or enforce any provision hereof for any damages by reason of an alleged breach of any provisions of this AGREEMENT, each party shall bear its own attorney's fees and costs incurred in conjunction with such legal action regardless of who is found to be the prevailing party. This section shall not apply to those costs and attorney's fees arising from any third party legal action against a party hereto and payable under Section VI, Indemnification and Insurance.
- XIV. Amendments to the AGREEMENT. This AGREEMENT may be amended by consent to a two-thirds majority of the Permittees (rounded to the nearest whole number). Amendments to this AGREEMENT may be adopted and executed concurrently, and shall become effective upon its execution by a majority of the Permittees as defined above.
- XV. Authorized Signatories: Each Permittee will determine by either resolution or ordinance who will be the authorized signatory. This person shall be authorized to execute the application(s) for MS4 Permit(s) and take all other procedural steps necessary to file the application(s) for MS4 Permits.
- XVI. Notices. All notices shall be deemed duly given if delivered by hand; or five (5) working days after deposit in the U.S. Mail, certified mail, return receipt requested.
- XVII. Governing Law. This AGREEMENT will be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby. Any legal action which arises out of or is in any way related to this AGREEMENT shall be brought in the Superior Court of the County of San Bernardino.

472
473 XVIII. Consent to Breach not Waiver. No term or provision hereof shall be deemed waived
474 and no breach excused, unless such waiver or consent shall be in writing and signed by
475 any Permittee to have waived or consented. Any consent by any Permittee to, or waiver
476 of, a breach by the other whether expressed or implied, shall not constitute a consent to,
477 waiver of, or excuse for any other different or subsequent breach.
478

479 XIX. American Recovery and Reinvestment Act of 2009 ("ARRA"). DISTRICT, while acting
480 as the Stormwater Program Administrator, shall include in any contract funded in
481 whole, or in part, by ARRA provisions that substantially conform to the following:
482

483 A. Use of ARRA Funds and Requirements. This Contract may be funded in
484 whole or in part with funds provided by the American Recovery and
485 Reinvestment Act of 2009 ("ARRA"), signed into law on February 17,
486 2009. Section 1605 of ARRA prohibits the use of recovery funds for a
487 project for the construction, alteration, maintenance or repair of a public
488 building or public work (both as defined in 2 CFR 176.140) unless all of
489 the iron, steel and manufactured goods (as defined in 2 CFR 176.140)
490 used in the project are produced in the United States. A waiver is
491 available under three limited circumstances: (i) Iron, steel or relevant
492 manufactured goods are not produced in the United States in sufficient
493 and reasonable quantities and of a satisfactory quality; (ii) Inclusion of
494 iron, steel or manufactured goods produced in the United States will
495 increase the cost of the overall project by more than 25 percent; or (iii)
496 Applying the domestic preference would be inconsistent with the public
497 interest. This is referred to as the "Buy American" requirement. Request
498 for a waiver must be made to the DISTRICT for an appropriate
499 determination.

500 Section 1606 of ARRA requires that laborers and mechanics employed by
501 contractors and subcontractors on projects funded directly by or assisted
502 in whole or in part by and through the Federal Government pursuant to
503 ARRA shall be paid wages at rates not less than those prevailing on
504 projects of a character similar in the locality as determined by the
505 Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31).
506 This is referred to as the "wage rate" requirement.
507

508 The above described provisions constitute notice under ARRA of the Buy
509 American and wage rate requirements. Contractor must contact the
510 DISTRICT contact if it has any questions regarding the applicability or
511 implementation of the ARRA Buy American and wage rate requirements.
512 Contractor will also be required to provide detailed information
513 regarding compliance with the Buy American requirements, expenditure
514 of funds and wages paid to employees so that the DISTRICT may fulfill
515 any reporting requirements it has under ARRA. The information may be
516 required as frequently as monthly or quarterly. Contractor agrees to fully
517 cooperate in providing information or documents as requested by the
518 DISTRICT pursuant to this provision. Failure to do so will be deemed a

519 default and may result in the withholding of payments and termination
520 of this Contract.

521 Contractor may also be required to register in the Central Contractor
522 Registration (CCR) database at <http://www.ccr.gov> and may be required
523 to have its subcontractors also register in the same database. Contractor
524 must contact the DISTRICT with any questions regarding registration
525 requirements.
526

- 527 B. Schedule of Expenditure of Federal Awards. In addition to the
528 requirements described in "Use of ARRA Funds and Requirements,"
529 proper accounting and reporting of ARRA expenditures in single audits
530 is required. Contractor agrees to separately identify the expenditures for
531 each grant award funded under ARRA on the Schedule of Expenditures
532 of Federal Awards (SEFA) and the Data Collection Form (SF-SAC)
533 required by the Office of Management and Budget Circular A-133,
534 "Audits of States, Local Governments, and Nonprofit Organizations."
535 This identification on the SEFA and SF-SAC shall include the Federal
536 award number, the Catalog of Federal Domestic Assistance (CFDA)
537 number, and amount such that separate accountability and disclosure is
538 provided for ARRA funds by Federal award number consistent with the
539 recipient reports required by ARRA Section 1512 (c).

540 In addition, Contractor agrees to separately identify to each subcontractor
541 and document at the time of sub-contract and at the time of disbursement
542 of funds, the Federal award number, any special CFDA number assigned
543 for ARRA purposes, and amount of ARRA funds.

544 Contractor may be required to provide detailed information regarding
545 expenditures so that the DISTRICT may fulfill any reporting
546 requirements under ARRA described in this section. The information
547 may be required as frequently as monthly or quarterly. Contractor agrees
548 to fully cooperate in providing information or documents as requested by
549 the DISTRICT pursuant to this provision. Failure to do so will be deemed
550 a default and may result in the withholding of payments and termination
551 of this Contract.
552
553

- 554 XX. Applicability of Prior Agreements. This document constitutes the entire AGREEMENT
555 between the Permittees with respect to the subject matter; all prior agreements,
556 representation, statements, negotiations, and undertakings are superseded hereby.
557

- 558 XXI. Execution of the AGREEMENT. This AGREEMENT may be executed in counterpart
559 and the signed counterparts shall constitute a single instrument.
560

- 561 XXII. No Separate Entity. This AGREEMENT established a framework for PERMITTEE
562 cooperation on storm water issues. Nothing in this AGREEMENT shall be construed to
563 create an entity separate from the local agencies that join in this cooperative effort.
564

565 IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first
566 above written.

567
568 **EACH PERMITTEE'S SIGNATURE PAGE IS ATTACHED HERETO.**
569

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT



Josie Gonzales, Chair, Board of Directors ~~Supervisors~~

Dated: **JUN 28 2011**

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

Laura H. Welch, Secretary

By

Deputy

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

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

By

Dep

Dep

APPROVED AS TO LEGAL FORM

JEAN RENE BASLE

County Counsel

By:

CHARLES S. SCOLASTICO

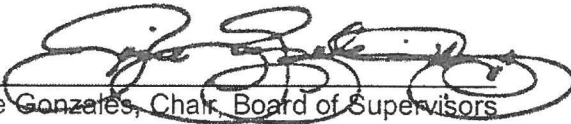
Principal Assistant County Counsel

Date:

5-25-11

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

COUNTY OF SAN BERNARDINO



Josie Gonzales, Chair, Board of Supervisors

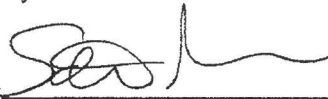
Dated: JUN 28 2011

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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino
By:  
Deputy

APPROVED AS TO LEGAL FORM

JEAN RENE BASLE
County Counsel

By:  _____
SCOTT M. RUNYAN
Deputy County Counsel

Date: 5-25-11

IN WITNESS WHEREOF, the City of Chino has executed this agreement in Chino, California,
on December 7, 2010.

CITY OF CHINO:

By: [Signature]
City Manager

Date: 12.16.10

Approved as to Content:

By: [Signature]
Director of Public Works

Date: 12.7.2010

Attest:

By: [Signature]
City Clerk

Date: 12.16.10

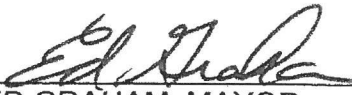
Approved as to Form:

By: [Signature]
Asst. City Attorney

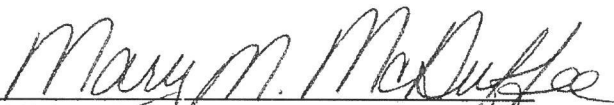
Date: 12/02/10

IN WITNESS WHEREOF, the Agreement has been executed this 14th day of December, 2010.

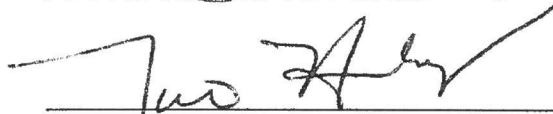
CITY OF CHINO HILLS:

By: 
ED GRAHAM, MAYOR

ATTEST:

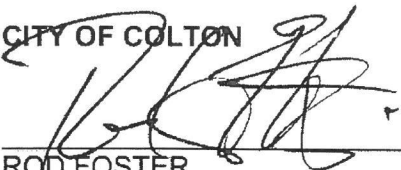

MARY M. McDUFFEE, CITY CLERK

APPROVED AS TO FORM:


MARK D. HENSLEY, CITY ATTORNEY

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first
above written.

CITY OF COLTON



ROD FOSTER
City Manager

ATTEST:

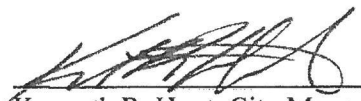


EILEEN C GOMEZ
City Clerk

565
566
567

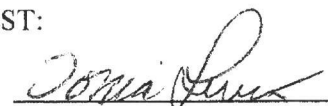
IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first
above written.

CITY OF FONTANA, a California municipal
corporation

By:  *of cell.*
Kenneth R. Hunt, City Manager

Dated: _____

ATTEST:

By: 
Tonia Lewis, City Clerk

ATTEST AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: 
City Attorney

568
569

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the dates set out.

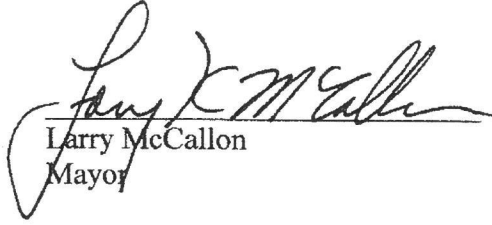
Executed this 9th Day of November, 2010.

By: Maryetta Ferré
Maryetta Ferré
Mayor
City of Grand Terrace

Attest: Brenda Mesa
Brenda Mesa
City Clerk

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

Executed this 3RD day of February, 2011.


Larry McCallon
Mayor

ATTEST:

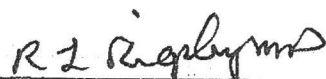

Elizabeth Hughes, CMC
City Clerk
City of Highland

565 IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first
566 above written.

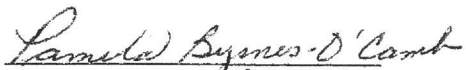
567
568 PLEASE INSERT YOUR AGENCY'S STANDARD SIGNATURE PAGE.
569

Approved the 12th day of April 2011.

CITY OF LOMA LINDA


Rhodes Rigsby, Mayor

ATTEST:


Pamela Byrnes-O'Camb
City Clerk

59 XX. Applicability of Prior Agreements. This document constitutes the entire AGREE-
60 MENT between the Permittees with respect to the subject matter; all prior agreements,
61 representation, statements, negotiations, and undertakings are superseded hereby.

62 XXI. Execution of the AGREEMENT. This AGREEMENT may be executed in counterpart
63 and the signed counterparts shall constitute a single instrument.

64 XXII. No Separate Entity. This AGREEMENT established a framework for PERMITTEE
65 cooperation on stormwater issues. Nothing in this AGREEMENT shall be construed
66 to create an entity separate from the local agencies that join in this cooperative effort.

67 IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first
68 above written.

69 DISTRICT

CITY

70 SAN BERNARDINO COUNTY
71 FLOOD CONTROL DISTRICT

CITY OF MONTCLAIR

72 By _____

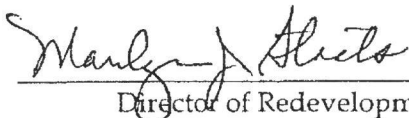
 Paul M. Eaton
Paul M. Eaton, Mayor

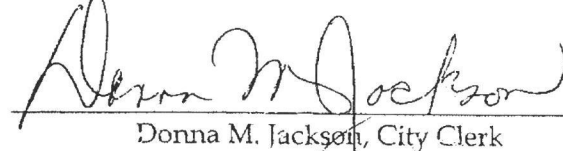
74 Date JUN 28 2011

Date 9-9-10

75 RECOMMENDED FOR APPROVAL:

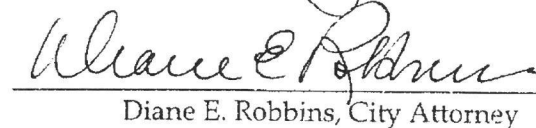
ATTEST:

76 
77 _____
78 Director of Redevelopment/
Public Works


Donna M. Jackson, City Clerk

79 Date 9-9-10

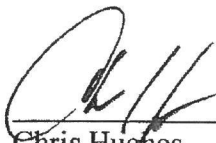
APPROVED AS TO FORM:


Diane E. Robbins, City Attorney

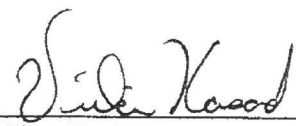
Date 9-13-10

In Witness Whereof, the Agreement has been executed as of the day and year first above written.
Executed this 21st day of December 2010.

CITY OF ONTARIO

By: 
Chris Hughes
City Manager

Attest:

By: 
Asst. City Clerk

Approved as to Form:

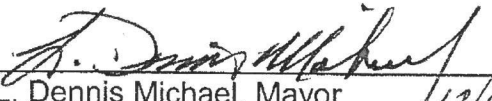
By: 
John E. Brown
Best Best & Krieger LLP
City Attorney

IN WITNESS WHEREOF, the undersigned have executed this National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement, Santa Ana Region, as of the dates set out.

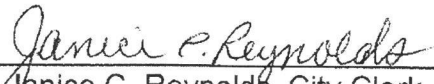
Executed this 15th day of December, 2010.

"CITY"

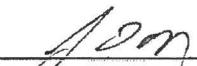
THE CITY OF RANCHO CUCAMONGA,
a municipal corporation

By: 
L. Dennis Michael, Mayor 12/16/10

Attest:

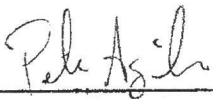

Janice C. Reynolds, City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

By: 
James Markman, City Attorney

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first
above written.

CITY OF REDLANDS



Pete Aguilar, Mayor

Attest:



Sam Irwin, City Clerk

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IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first
above written.

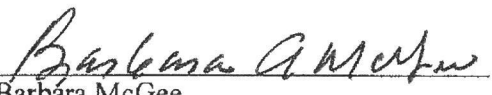
CITY OF RIALTO

By:


Grace Vargas
Mayor

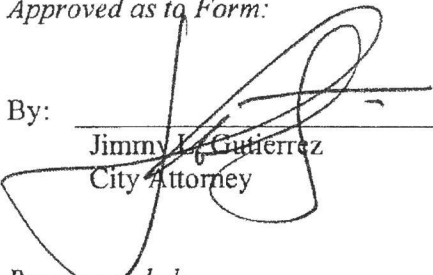
Attest:

By:


Barbara McGee
City Clerk

Approved as to Form:

By:


Jimmy L. Gutierrez
City Attorney

Recommended:

By:


Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

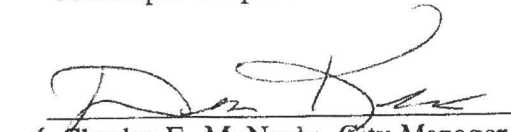
**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
STORMWATER PERMIT IMPLEMENTATION AGREEMENT
SANTA ANA REGION.**

IN WITNESS WHEREOF, the Agreement has been executed as of the day and year first
above written.

ATTEST:

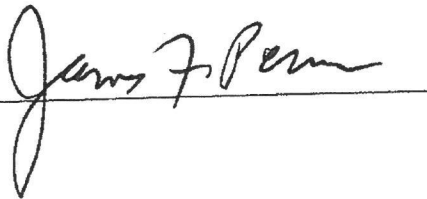
CITY OF SAN BERNARDINO, a
Municipal Corporation


Rachel Clark, City Clerk


Charles E. McNeely, City Manager

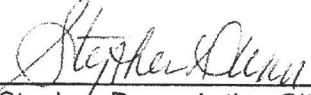
Approved as to form:

James F. Penman
City Attorney

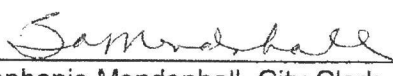
By: 

563 IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first
564 above written.
565

566 **CITY OF UPLAND**

567 
568 _____
569 Stephen Dunn, Acting City Manager
570

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572
573
574 Attest:

575 
576 _____
577 Stephanie Mendenhall, City Clerk
578

579
580
581
582 Approved As to Form:

583 
584 _____
585 William P. Curley III, City Attorney
586
587

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT

BY:

Liz Harris
Liz Harris, Mayor

ATTEST:

Jill Mathen
City Clerk
City of Big Bear Lake

APPROVED AS TO FORM:

Stephen P. Deutsch
Best, Best & Krieger
City Attorneys



SIGNATURE PAGE

IN WITNESS WHEREOF, the City and the County of San Bernardino have executed this Agreement the day and year first above written.

City of Yucaipa

County of San Bernardino

By its Authorized Representatives:

Dick Riddell, Mayor

4-21-11

Date

Name

JUN 28 2011

Date

ATTEST:

Jennifer Shankland,
General Services/ City Clerk
City of Yucaipa

4-21-11

Date

Bill Hemsley,
Director of Public Works/City
Engineer

4/8/11

Date

APPROVED AS TO FORM:

City Attorney
City of Yucaipa

APPROVED AS TO
CONTENT:

Greg Franklin
Director of Administrative
Services
City of Yucaipa

APPENDIX A

- A. The DISTRICT shall pay five percent (5%) of the total annual cost, and the COUNTY and the remaining Co-permittees, collectively, shall pay the remaining ninety-five percent (95%) of the total annual cost pursuant to the formula set forth in Paragraph C, below.
- B. The Permittees total annual cost share is the sum of the individual cost-shares calculated for each Program Cost Area.
- C. The Permittees annual cost share for each Program Cost Area (PCA_i) shall be calculated using three cost factors:
1. *Base*, which represents the percentage of the program costs equally applied to all Permittees. The base (B) fraction is calculated as follows:
$$B = 1/N, \text{ where } N = \text{number of Permittees}$$
 2. *Relative Population*, which represents the percentage of the program costs based on the relative population of each Permittee. Relative population (RP) of each Permittee shall be calculated annually from annual population estimates issued by the California Department of Finance (E-1 Table).
$$RP_i = (P_i/P_{\text{total}}), \text{ where}$$

RP_i = relative population of Permittee (i)
 P_i = population of Permittee (i)
 P_{total} = total population for area covered by the area-wide permit
 3. *Relative Land Area*, which represents the percentage of the program costs based on the relative land area of each Permittee. Relative Land Area (RLA) shall be calculated as follows:
 - a. The calculation of relative land area within each Permittee's jurisdiction shall exclude land under tribal, state or federal jurisdiction, or any land excluded by the State Water Resources Control Board. Any Permittee seeking to exclude lands under this Section shall specifically request that exclusion from the Principal Permittee by providing the request in writing along with necessary documentation no later than October 1 to be considered for inclusion in the next year's annual budget. The requesting Permittee has the burden of proving entitlement to any exemption so requested.
 - b. The method for calculating relative land area shall be determined from the Assessor's Parcel data provided by the COUNTY Information Services Department.
$$RLA_i = (L_i/L_{\text{total}}), \text{ where}$$

RLA_i = relative land area of Co-permittee (i)
 L_i = land area of Co-permittee (i), less excluded lands
 L_{total} = total land area under permit jurisdiction

- D. The Permittee's cost share for each individual Program Cost Area is based on the relative importance of the cost factors to the Program Cost Area as identified in budget year-specific Tables 1, 2 and 3. The cost share calculation for each Program Cost Area, which will be phased in over a three year period as shown in Tables 1, 2 and 3, is as follows:

$$PCA_i = [(B * X_i * AB_i) + (RP_i * Y_i * AB_i) + (RLA_i * Z_i * AB_i)]$$

Where,

PCA_i = Permittee's cost share for PCA_i
 AB_i = Annual budget for PCA_i
 B = Base fraction for each Permittee
 X_i = Percentage apportioned to the base for PCA_i
 RP_i = Relative population of Permittee(i)
 Y_i = Percentage apportioned to relative population for PCA_i
 RLA_i = Relative land area of the Permittee(i)
 Z_i = Percentage apportioned to relative land are for PCA_i

- E. The Permittee's total annual cost share shall be calculated by summing the cost shares calculated for each individual Program Cost Area:

$$\text{Permittee's annual cost share} = PCA_1 + PCA_2 + PCA_3 + PCA_4$$

Table 1. Budget Year [DATE]			
Program Cost Areas (PCA_i)	Percent of the Program Cost Area Apportioned to each Cost Factor		
	Base (X_i)	Relative Population (Y_i)	Relative Land Area (Z_i)
Monitoring (PCA_1)	10%	30%	60%
Public Education (PCA_2)	10%	80%	10%
Program Management & Regulatory Activities (PCA_3)	30%	50%	20%
Training (PCA_4)	30%	60%	10%

**APPENDIX A:
PARTY CONTACT INFORMATION**

Name and Address of Party and Counsel	Telephone and Facsimile
San Bernardino County Jonathan Dillon, Jonathan.Dillon@dpw.sbcounty.gov Elias Severo, esevero@dpw.sbcounty.gov 825 East Third Street San Bernardino, CA 92415	(909) 387-8109 (909) 387-8109 (909) 387-0305 facsimile
San Bernardino County Flood Control District Arlene B. Chun, Arlene.Chun@dpw.sbcounty.gov Anthony Pham, Anthony.Pham@dpw.sbcounty.gov Chris Bland, Christopher.Bland@dpw.sbcounty.gov 825 East Third Street San Bernardino, CA 92415	(909) 387-8109 (909) 387-8109 (909) 387-8109 (909) 387-0305 facsimile
Meyers, Nave Gregory J. Newmark, gnewmark@meyersnave.com Viviana L. Heger, vheger@meyersnave.com 707 Wilshire Blvd., 24 th Floor Los Angeles, CA 90017	(213) 626-2906 (213) 626-0215 facsimile
San Bernardino County Counsel Sophie Akins, Sophie.Akins@cc.sbcounty.gov 385 North Arrowhead Avenue, 4 th Floor San Bernardino, CA 92415	(909) 387-5001
City of Big Bear Lake Lynn Merrill, LCMUPLAND@aol.com P.O. Box 10000 Big Bear Lake, CA 92315	(951) 217-1201 (mobile) [insert] facsimile
[insert City Attorney]	

Name and Address of Party and Counsel**Telephone and Facsimile****City of Chino**

Ruben Valdez, rvaldez@cityofchino.org
Nathan Marlinski, nmarlinski@cityofchino.org
13220 Central Ave.
Chino, CA 91710

(909) 334-3423
(909) 334-3345
(909) 334-3724 facsimile

[insert City Attorney]

City of Chino Hills

Nisha Wells, nwells@chinohills.org
Andy Zummo, azummo@chinohills.org
14000 City Center Drive
Chino Hills, CA 91709

(909) 364-2835
(909) 364-2792
[insert] facsimile

[insert City Attorney]

City of Colton

Moises Peralta, mperalta@coltonca.gov
Tanya Garcia, tgarcia@coltonca.gov
160 S. 10th Street
Colton, CA 92324

(909) 370-5065
(909) 370-5065
(909) 370-6104 facsimile

[insert City Attorney]

City of Fontana

Abigail Gomez, agomez@fontana.org
Edwin Alonzo, ealonzo@fontana.org
8353 Sierra Ave.
Fontana, CA 92335

(909) 350-6772
(909) 428-8819
[insert] facsimile

[insert City Attorney]

City of Grand Terrace

Lynn Merrill, LCMUPLAND@aol.com
Robert Eisenbeisz, reisenbeisz@grandterrace-ca.gov
22795 Barton Road
Grand Terrace, CA 92314

(951) 217-1201 (mobile)
(909) 824-6621, ext. 251
[insert] facsimile

[insert City Attorney]

City of Highland

Melissa Morgan, mmorgan@cityofhighland.org
Carlos Florez, cflorez@cityofhighland.org
27215 East Base Line
Highland, CA 92346

(909) 864-8732 x230
(909) 864-6861 x271
(909) 862-3180 facsimile

Maricela E. Marroquin, mmarroquin@rwglaw.com
RICHARDS WATSON GERSHON
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
T: 213.626.8484
D: 213.253.0270
F: 213.626.0078

City of Loma Linda

T. Jarb Thaipejr, jthaipejr@lomalinda-ca.gov
Jeff Peterson, jpeterston@lomalinda-ca.gov
25541 Barton Road
Loma Linda, CA 92354

(909) 799-4407
(909) 799-4407
(909) 799-2891 facsimile

[insert City Attorney]

City of Montclair

Steve Stanton, ssanton@cityofmontclair.org
Samantha Contreras, scontreras@cityofmontclair.org
P.O. Box 2308
Montclair, CA 91763

(909) 625-9444
(909) 625-9447
[insert] facsimile

[insert City Attorney]

City of Ontario

Alicia Espinoza, tespinoza@ontarioca.gov
Nathan Pino, npino@ontarioca.gov
Raymond Lee, rlee@ontarioca.gov
303 East B Street
Ontario, CA 91764

(909) 395-2188
(909) 395-2389
(909) 395-2104
(909) 395-2122 facsimile

[insert City Attorney]

City of Rancho Cucamonga

Linda Ceballos, linda.ceballos@cityofrc.us
Scott Rapp, scott.rapp@cityofrc.us
10500 Civic Center Drive
Rancho Cucamonga, CA 91730

(909) 774-4060
(909) 774-4064
(909) 477-2746 facsimile

[insert City Attorney]

City of Redlands

Aaron Ares, aares@cityofredlands.org
P.O. Box 3005
Redlands, CA 92373

(909) 798-7597 x5
(909) 798-7670 facsimile

[insert City Attorney]

City of Rialto

Melanie Sotelo, msotelo@cascinc.com

Joe Rosales, jrosales@cascinc.com

(909) 835-0313 (mobile)

(909) 241-6212 (mobile)

[insert] facsimile

Office: 1470 East Cooley Drive, Colton, CA 92324

City: 355 West Rialto Avenue, Rialto, CA 92376

[insert City Attorney]

City of San Bernardino

Ken Watson, watson_ke@sbcity.org

Susan Pan, Pan_Su@sbcity.org

290 North "D" Street

San Bernardino, CA 92410

(909) 384-5154

(909) 384-5225

(909) 384-5080 facsimile

[insert City Attorney]

City of Upland

Nicole deMoet, ndemoet@ci.upland.ca.us

Julian Chang, jchang@ci.upland.ca.us

P.O. Box 460

406 N. Euclid Ave.

Upland, CA 91785

(909) 291-2970

(909) 291-2941

(909) 291-2774 facsimile

[insert City Attorney]

City of Yucaipa

Katrina Kunkel, kkkunkel@yucaipa.org

Fermin Preciado, fpreciado@yucaipa.org

34272 Yucaipa Blvd.

Yucaipa, CA 92399

(909) 797-2489 x255

(909) 797-2489 x240

(909) 790-9203 facsimile

[insert City Attorney]



STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph Hughes, City Manager

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

SUBJECT: All American Asphalt Contract Change Order – Pavement Management Program - Sector E Pavement Rehabilitation (Project str20001)

RECOMMENDATION: It is recommended that the City Council authorize contract change orders up to 20% of the original construction contract with All American Asphalt (AAA) for the Pavement Management Program - Sector E Pavement Rehabilitation Project.

FISCAL IMPACT: The original contract amount with AAA was \$2,082,099.00. Construction of the project is funded with a combination of Measure I Local Pass-thru, SB-1 Gas Tax, General Capital Financing (MOE) and CalRecycle grant funds. The final estimated contract amount is \$2,498,519.13 with a \$416,420.13 or 20% increase. Measure I Local Pass-thru funds will be used to cover the increase in the construction contract.

PUBLIC NOTICE: The Notice Inviting Bids was advertised in two newspapers and a number of trade papers.

BACKGROUND: On October 26, 2021, the City awarded a contract to AAA in the amount of \$2,082,099.00 for pavement rehabilitation in Sector E, the last phase of the approved 5-Year Pavement Management Program. This Project consists of the following scope of work:

1. Pavement rehabilitation on 25 street segments approximately 3.6 miles.
2. Other associated work includes: removal and replacement of damaged concrete sidewalk, cross gutter, and curb and gutter, construction of ADA ramps, grinding raised sidewalk panels, slurry seal, crack repair, crack seal, and installation of pavement striping and marking.

Due to various unforeseen factors, it is necessary to adjust the contract amount to account for the extra work beyond those contained in the original contract scope of work with AAA.

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

The amount of extra work is \$416,420.13 representing a 20% increase from the original contract amount. The various factors that contributed to the extra work are summarized as follows:

1. Manhole Double Adjustment (\$64,056.00 – 3.08%)

The project plans and specifications called to protect existing storm drain and sewer manholes in place. However due to reconstruction of streets, it was necessary to perform a double adjustment of manholes. First to lower the manholes to perform the Central Cold Plant Recycling operation to remove all existing pavement to a depth of 3-inches. Then raise the manholes after the final rubber asphalt overlay is completed.

2. Completed Quantity Adjustments (\$26,883.13 – 1.29%)

The quantity of some construction items, such as full depth pavement reconstruction, pavement crack seal and repair; and pavement mill have exceeded the quantities in the project plans and specifications.

3. Wet Subgrade (\$260,742.00 – 12.52%)

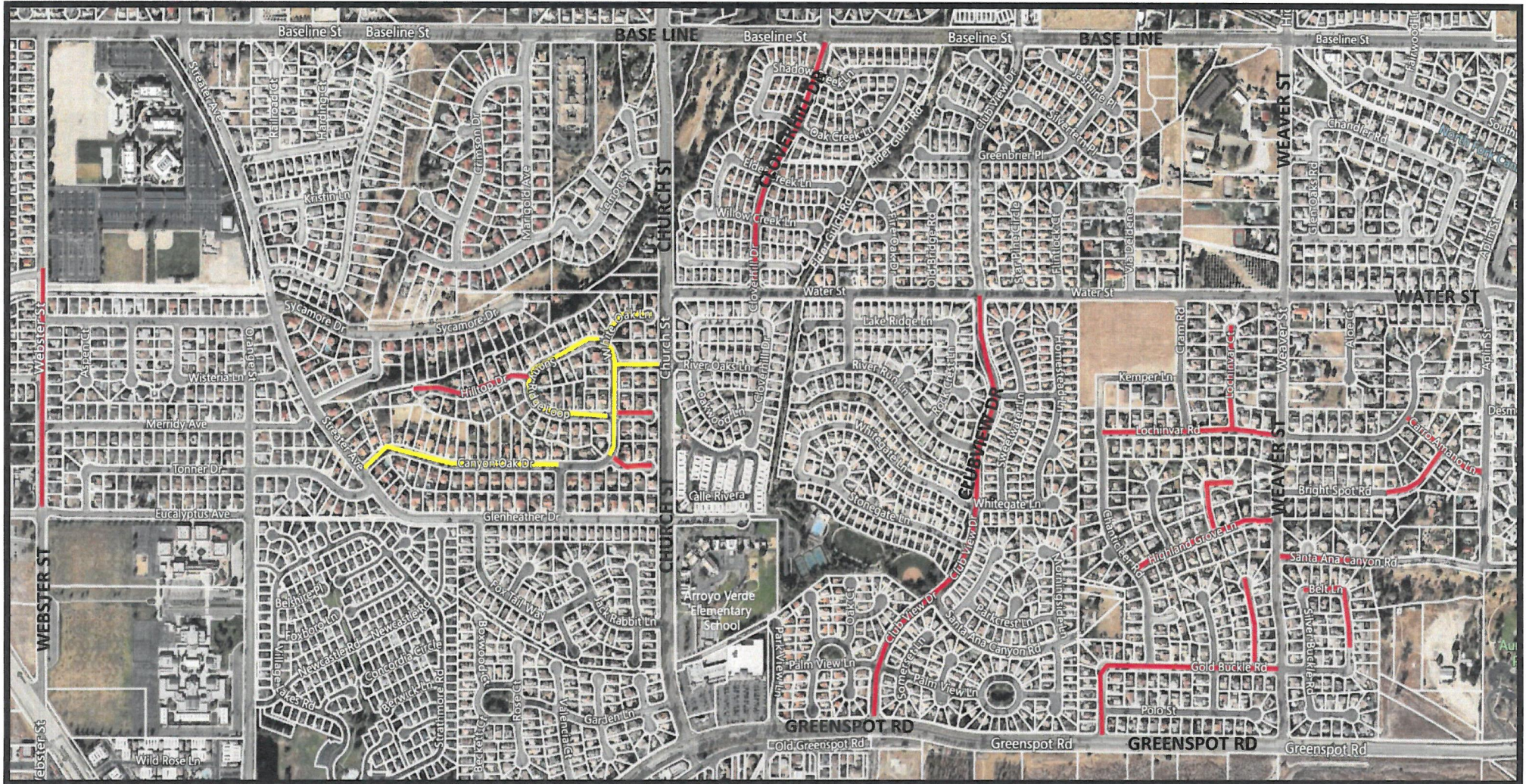
During removals of the existing pavement and subgrade, wet subgrade was discovered on Canyon Oak Drive, Sunny Ridge Loop, River Oak Lane and White Oak Lane. The approximate quantity of the wet subgrade that needs to be treated prior to completion of construction is 50,000 square feet. There are two methods to deal with wet subgrade. The first method is to remove the existing wet or soft subgrade to a depth up to 24-inches, place a layer of geofabric and backfill with aggregate base. This conventional treatment method is at a cost of \$10 per square foot. The second alternative is to remove about 2-inches of wet or soft subgrade, apply measured amounts of portland cement and water if needed that will harden after compaction and curing to form a strong and durable layer. This cement treatment process is at a cost of \$2.61 per square foot. Based on the two options, staff is recommending the cement treatment process to address the unforeseen existing condition. Since construction is only 50% complete, this item includes an advanced contingency to address another 50,000 square feet of wet subgrade should we encounter this condition in the remainder of the work.

4. Final Quantity Adjustments (\$64,739 – 3.11%)

This item is included in case additional wet subgrade is encountered as noted above, and there is other extra work not covered by the contract that is necessary. This 3.11% contingency amount is being requested with this item in advance to cover any potential increase of contract cost related to final quantity adjustments.

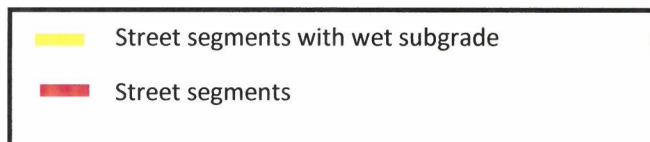
Staff recommends that the City Council authorize contract change orders up to 20% of the original construction contract with AAA to complete construction of this project.

Attachments: Location Map



str20001—PMP SECTOR E—PAVEMENT REHABILITATION

PROJECT LOCATION MAP





STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph Hughes, City Manager

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

SUBJECT: Cooperative Agreement with County of San Bernardino for Pavement Rehabilitation of Pacific Street

RECOMMENDATION: It is recommended that the City Council review and consider a Cooperative Agreement between the City and County of San Bernardino (County) for pavement rehabilitation on Pacific Street between Del Rosa Drive and Sterling Avenue.

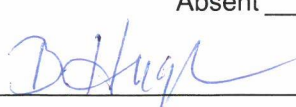
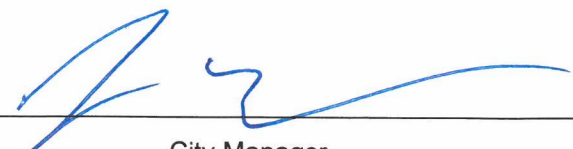
FISCAL IMPACT: Potential funding sources for this Agreement is Pavement Impact Fees (PIF) collected from Burrtec and CalRecycle grant funds. The City's estimated project share cost is \$340,000. There are sufficient PIF funds to cover the cost for this project. Remaining PIF funds would be used for work identified in the next 5-Year City Wide Pavement Management Program.

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

BACKGROUND: The segment of Pacific Street between Del Rosa Drive and Sterling Avenue is shared between the City (south half) and County (north half). The County is in the planning stages of a new roadway rehabilitation project for Pumalo Street, Date Street and Pacific Street, see attached location map. The County has asked if the City is interested in a joint project with the County for this segment of Pacific Street. The City's estimated project cost share is \$340,000.

In April of 2011, the City completed a joint pavement rehabilitation project of approximately 2 miles of Pacific Street from Perris Hills Road to Victoria Avenue. This project was located within 3 jurisdictions: City of Highland, City of San Bernardino and County of San Bernardino. Highland was the lead agency responsible for design, construction and administration of the project. Construction consisted of pulverizing existing asphalt concrete, cold-in-place recycling and asphalt rubber overly. Over the past nearly 11 years, the pavement on this segment of Pacific Street has deteriorated faster than expected in large part due to the large amount of tributary runoff that is conveyed and collected on Pacific Street through various catch basins.

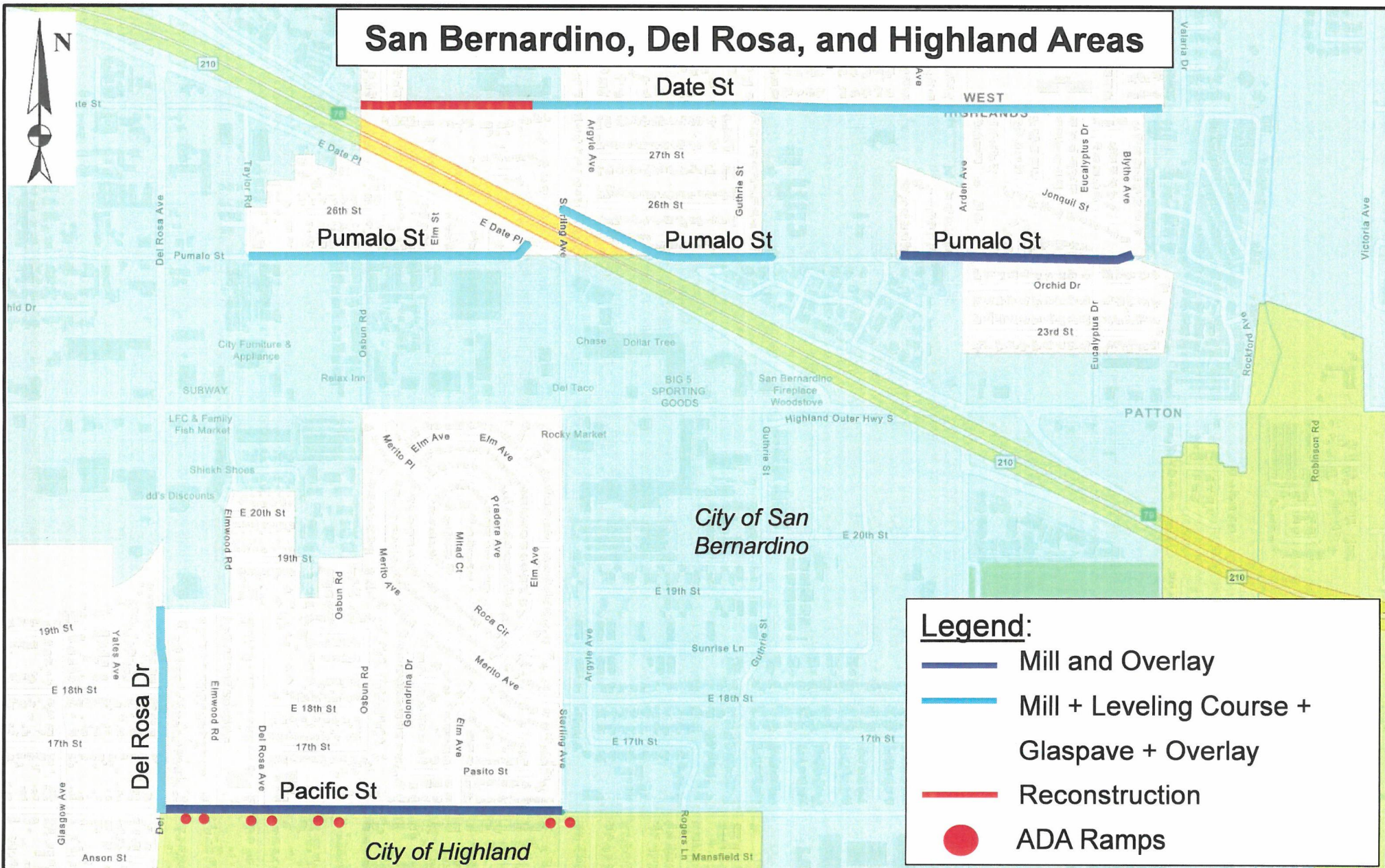
Staff has inspected the segment of Pacific Street from Del Rosa Drive to Sterling Avenue and agrees

Approved _____	Motion _____	Second _____	Agenda Item No. <i>13</i>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

with the County that additional pavement rehabilitation is needed. Staff recommends that the City Council agree to participate in this joint project with the County where they would be responsible for the design, construction and administration of the project. If agreed to move this project forward, a Cooperative Agreement between the City and County for pavement rehabilitation on Pacific Street between Del Rosa Drive and Sterling Avenue would be placed on the City Council agenda at the March 8th, 2022 meeting for approval.

M:\Staff Reports\Pacific Street Staff Report 2-22-22.doc

San Bernardino, Del Rosa, and Highland Areas



COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS
DISTRICT 3
YARD 5
WO TBD



LOCATION MAP
PUMALO STREET AND OTHER ROADS
Various Roads/Various Limits
Reconstruction, Mill and Overlay, Glaspave, Leveling Course



STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: City Selection Committee Election –
Chair and Vice Chair for the City Selection Committee and
Primary Member and Alternate Member for San Bernardino County
Local Agency Formation Commission (LAFCO)

RECOMMENDATION: That the City Council Review the Candidates for Consideration and
Advise the Mayor.

FISCAL IMPACT: None

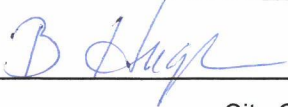
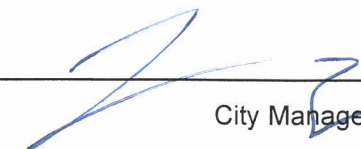
PUBLIC NOTICE: No public hearing notice is required. The agenda for this item was
posted at the three locations per Resolution No. 2011-047 and on the City's website.

BACKGROUND: The City Selection Committee is scheduled to meet on March 2, 2022, at
11:30 a.m., via teleconference, following the San Bernardino County Transportation Authority
(SBCTA) Board of Directors meeting. At the meeting, Committee members will elect a Chair and
Vice Chair for the City Selection Committee, as well as Primary and Alternate city members to serve
on the San Bernardino County Local Agency Formation Commission (LAFCO).

The Clerk of the Board has received documents from the following individuals interested in the City
Primary Member position:

Damon L. Alexander, City of San Bernardino
Phil Dupper, City of Loma Linda

Candidate materials are attached for your information and review.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>14</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
			
City Clerk		City Manager	

The voting members of the City Selection Committee are the Mayors of each city/town within San Bernardino County. The Mayor may designate a member of the Council to vote at the meeting by providing that member with written designation signed by the Mayor and filed with the Clerk of the Board of Supervisors.



Clerk of the Board of Supervisors

Lynna Monell
Clerk of the Board of Supervisors

DATE: February 10, 2022

TO: San Bernardino County Mayors, City/Town Managers and City/Town Clerks

FROM: Lynna Monell, Clerk of the Board of Supervisors
City Selection Committee Secretary

SUBJECT: City Selection Committee Meeting – Agenda and Candidate Materials

The City Selection Committee is scheduled to meet on **Wednesday, March 2, 2022, at 11:30 a.m., via teleconference**, immediately following the San Bernardino County Transportation Authority (SBCTA) Board of Directors meeting. At the meeting, Committee members will elect a Chair and Vice Chair for the City Selection Committee, as well as Primary and Alternate city members to serve on the San Bernardino County Local Agency Formation Commission (LAFCO).

The Clerk of the Board has received the required documents from the following mayors or council members interested in serving in these positions.

<u>City Selection Committee</u> Chair	No candidate statements received. Nominations will be accepted from the floor.
<u>City Selection Committee</u> Vice Chair	No candidate statements received. Nominations will be accepted from the floor.
<u>Local Agency Formation Commission</u> Primary Member	Damon L. Alexander, City of San Bernardino Phil Dupper, City of Loma Linda
<u>Local Agency Formation Commission</u> Alternate Member	No candidate statements received. Nominations will be accepted from the floor.

Candidate materials, along with an agenda for the upcoming meeting and minutes from the March 3, 2021 City Selection Committee Meeting, are attached for your information and review.

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
First District

JANICE RUTHERFORD
Second District

DAWN ROWE
Vice Chair, Third District

CURT HAGMAN
Chairman, Fourth District

JOE BACA, JR.
Fifth District

Leonard X. Hernandez
Chief Executive Officer

In accordance with the Rules and Regulations of the City Selection Committee, it is requested that each City Clerk transmit the information to every City Council member.

PLEASE REMEMBER... the voting members of the City Selection Committee are the **Mayors of each city within San Bernardino County**. The Mayor may designate a member of the Council to vote at the meeting by providing that member with **written designation signed by the Mayor** and filed with the Clerk of the Board of Supervisors.

We look forward to seeing all Mayors/Alternates at the March 2, 2022 meeting.

Sincerely,



Lynna Monell, Clerk of the Board of Supervisors
City Selection Committee Secretary

LM:slk

Attachments: March 2, 2022 Agenda
March 3, 2021 City Selection Committee Minutes
Candidate Materials

cc: Samuel Martinez, LAFCO Executive Officer
Raymond Wolfe, Executive Director, SBCTA
Duane Baker, Deputy Executive Director, SBCTA
Jolena Grider, Deputy County Counsel, County of San Bernardino
Marleana Roman, Clerk of the Board, SBCTA

**CITY SELECTION COMMITTEE
IN THE COUNTY OF SAN BERNARDINO**

A G E N D A

**Wednesday, March 2, 2022
11:30 a.m.**

MEETING ACCESSIBLE VIA ZOOM AT:

<https://sbcounty.zoom.us/j/96483365077?pwd=WINmNXdEUkFaSzVQUzBSTGZGVlQ3Zz09>

Meeting ID: 964 8336 5077
Passcode: 138305

TELECONFERENCE

Dial: 1-669-900-6833
Meeting ID: 964 8336 5077
Passcode: 138305

THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF AB361 WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT. MEMBERS OF THE CITY SELECTION COMMITTEE MAY ATTEND THE MEETING VIA TELECONFERENCE OF VIDEO CONFERENCE AND WILL PARTICIPATE IN THE MEETING TO THE SAME EXTENT AS IF THEY WERE PRESENT. MEMBERS OF THE PUBLIC MAY WATCH AND PARTICIPATE ELECTRONICALLY IN THE MEETINGS.

The County of San Bernardino is continuing to hold public meetings to conduct essential County business. Pursuant to the Governor's Executive Order, members of the City Selection Committee may attend the meeting via teleconference or videoconference or phone conference and will participate in the meeting to the same extent as if they were present. Members of the public may participate in the meeting by calling 1-669-900-6833, meeting ID 964 8336 5077, passcode 138305. Please mute phones, until you are called to speak.

I. CALL TO ORDER

Mayor Deborah Robertson, City of Rialto
Chair, City Selection Committee

II. ROLL CALL & DECLARATION OF ALTERNATE VOTING MEMBERS

Lynna Monell, San Bernardino County Clerk of the Board of Supervisors
Secretary, City Selection Committee

III. ADOPT RESOLUTION TO MAKE CERTAIN FINDINGS AS REQUIRED BY CA GOVT CODE SECTION 54953(E) TO PARTICIPATE IN MEETINGS OF THE CITY SELECTION COMMITTEE VIRTUALLY VIA TELEPHONE.

IV. APPROVAL OF MARCH 3, 2021 MINUTES

V. ELECTION OF CITY SELECTION COMMITTEE CHAIR

Note: No candidate(s) declared; nominations will be taken from the floor.

- A. Statement of Candidate(s) (3 minutes maximum)
- B. Election of City Selection Committee Chair

VI. ELECTION OF CITY SELECTION COMMITTEE VICE CHAIR

Note: No candidate(s) declared; nominations will be taken from the floor.

- A. Statement of Candidate(s) (3 minutes maximum)
- B. Election of City Selection Committee Vice Chair

VI. ELECTION OF LOCAL AGENCY FORMATION COMMISSION (LAFCO) PRIMARY MEMBER

Declared Candidate(s): Damon L. Alexander, City of San Bernardino and Phil Dupper, City of Loma Linda

- A. Statement of Candidate(s) (3 minutes maximum)
- B. Election of LAFCO Primary Member

VII. ELECTION OF LOCAL AGENCY FORMATION COMMISSION (LAFCO) ALTERNATE MEMBER

Note: No candidate(s) declared; nominations will be taken from the floor.

- A. Statement of Candidate(s) (3 minutes maximum)
- B. Election of LAFCO Alternate Member

VII. PUBLIC COMMENT

VIII. ADJOURNMENT

CITY SELECTION COMMITTEE

RESOLUTION NO. 2022-1

A RESOLUTION OF THE CITY SELECTION COMMITTEE FINDING THAT MEETING IN PERSON PRESENTS AN IMMINENT RISK TO THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF THE COVID-19 STATE OF EMERGENCY

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, under the provisions of Government Code section 8571, finding that strict compliance with various statutes and regulations specified in that order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19; and

WHEREAS, Executive Order N-29-20, in part, suspended certain provisions of the Ralph M. Brown Act (Brown Act) related to participation in meetings via teleconference in order to provide legislative bodies with more flexibility to hold public meetings while maintaining social distancing due to COVID-19; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21 which, in part, provides that the teleconferencing provisions set forth in Executive Order N-29-20 expire on September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law, amending the Brown Act in order to continue some of the teleconferencing flexibility during a State of Emergency following the expiration of Executive Order N-29-20 on September 30, 2021; and

WHEREAS, in order to utilize the teleconferencing provisions of Assembly Bill 361, there must be a proclaimed State of Emergency and either: (1) social distancing measures recommended by State or local officials or (2) the legislative body must make certain initial findings; and

WHEREAS, to continue to the utilize the teleconferencing provisions of Assembly Bill 361, within 30 days of holding a meeting under the provisions enacted by Assembly Bill 361, the legislative body must make new findings; and

WHEREAS, since the Committee last met, a new strain of COVID-19 has emerged and is extremely contagious; and

WHEREAS, there is currently a State of Emergency in California pursuant to the Governor's March 4, 2020, proclamation; and

WHEREAS, due to the ongoing State of Emergency and the public health threat posed by COVID-19, the CITY SELECTION COMMITTEE seeks to make findings, as required by Assembly Bill 361, that as a result of the COVID-19 State of Emergency, meeting in person would present an imminent risk to the health or safety of meeting attendees; and

WHEREAS, the circumstances of the State of Emergency continue to directly impact the ability

of the members of the legislative body and members of the public to meet safely in person;

NOW, THEREFORE, BE IT RESOLVED, by the CITY SELECTION COMMITTEE, as follows:

Section 1. The Governor's State of Emergency Declaration, issued on March 4, 2020, remains active.

Section 2. As a result of the March 4, 2020, State of Emergency, meeting in person would present an imminent risk to the health or safety of attendees.

Section 3. The circumstances of the emergency have been considered and the State of Emergency directly impacts the ability of the CITY SELECTION COMMITTEE and members of the public to meet safely in person.

Section 4. This Resolution and the findings contained herein shall apply to all meetings of the Committee and all of the Standing Sub-Committees of the CITY SELECTION COMMITTEE.

The foregoing Resolution was passed and adopted this 2nd day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Chairperson

ATTEST:

Secretary/Clerk

**MEETING OF THE CITY SELECTION COMMITTEE
IN THE COUNTY OF SAN BERNARDINO**

MINUTES

Wednesday, March 3, 2021

11:30 a.m.

Via Zoom

I. **CALL TO ORDER** – The meeting was called to order at 11:30 a.m. by Mayor Deborah Robertson (Rialto), Chair of the City Selection Committee.

II. **ROLL CALL & DECLARATION OF ALTERNATE VOTING MEMBERS** – Lynna Monell, San Bernardino County Clerk of the Board of Supervisors and Secretary of the City Selection Committee (CSC), conducted roll call and verified a quorum, with 18 of the county's 24 cities present as follows:

Adelanto	Not present
Apple Valley	Mayor Curt Emick
Barstow	Not present
Big Bear Lake	Mayor David Caretto
Chino	Mayor Eunice Ulloa
Chino Hills	Council Member Ray Marquez for Mayor Brian Johsz
Colton	Mayor Frank J. Navarro
Fontana	Mayor Acquanetta Warren
Grand Terrace	Mayor Darcy McNaboe
Hesperia	Mayor Cameron Gregg
Highland	Not present
Loma Linda	Mayor Phill Dupper
Montclair	Mayor Javier "John" Dutrey
Needles	Not present
Ontario	Mayor Pro Tem Alan D. Wapner for Mayor Paul S. Leon
Rancho Cucamonga	Mayor L. Dennis Michael
Redlands	Mayor Paul Barich
Rialto	Mayor Deborah Robertson
San Bernardino	Mayor John Valdivia
Twentynine Palms	Not present
Upland	Not present
Victorville	Mayor Debra Jones
Yucaipa	Council Member David Avila for Mayor Greg Bogh
Yucca Valley	Council Member Rick Denison for Mayor Merl Abel

III. **APPROVAL OF JUNE 3, 2020 MINUTES**

On motion by Mayor Frank J. Navarro (Colton), seconded by Mayor John Valdivia (San Bernardino), the minutes of the June 3, 2020 City Selection Committee meeting were approved, the roll call vote was as follows:

Adelanto	Not present
Apple Valley – Mayor Curt Emick	Abstain
Barstow	Not present
Big Bear Lake – Mayor David Caretto	Yes
Chino – Mayor Eunice Ulloa	Yes
Chino Hills – Council Member Ray Marquez	Yes
Colton – Mayor Frank J. Navarro	Yes
Fontana – Mayor Acquanetta Warren	Yes
Grand Terrace – Mayor Darcy McNaboe	Yes
Hesperia – Mayor Cameron Gregg	Abstain
Highland	Not present
Loma Linda – Mayor Phill Dupper	Yes
Montclair – Mayor Javier “John” Dutrey	Yes
Needles	Not present
Ontario – Mayor Pro Tem Alan D. Wapner	Not present
Rancho Cucamonga – Mayor L. Dennis Michael	Yes
Redlands – Mayor Paul Barich	Yes
Rialto – Mayor Deborah Robertson	Yes
San Bernardino – Mayor John Valdivia	Yes
Twentynine Palms	Not present
Upland	Not present
Victorville – Mayor Debra Jones	Yes
Yucaipa – Council Member David Avila	Abstain
Yucca Valley – Council Member Rick Denison	Yes

IV. ELECTION OF CAL ID REMOTE AREA NETWORK (RAN) BOARD MEMBER

Chair Robertson asked Secretary Monell to conduct the election for the CAL ID Remote Area Network (RAN) Board Member position. Ms. Monell stated that the successful candidate will be the one who receives a majority vote from the cities represented. There were no declared candidates for this position. Chair Robertson called upon Mayor Acquanetta Warren (Fontana) who gave a brief overview of the CAL ID RAN Board based on her experience in this position for the past four years. Chair Robertson called for nominations from the floor.

Mayor Warren gave her support to Mayor Phill Dupper (Loma Linda) to serve on this board. There were no other nominations. Chair Robertson gave Mayor Dupper an opportunity to speak on his interest and qualifications for this position. Mayor Dupper indicated that he has knowledge and experience with the Sheriff’s Department, and would be happy to serve on this board.

On motion by Mayor L. Dennis Michael (Rancho Cucamonga), seconded by Mayor John Valdivia (San Bernardino), Mayor Phill Dupper was elected to the CAL ID RAN Board Member position for a 4-year term, ending March 2025. The roll call vote was as follows:

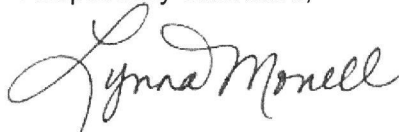
Adelanto	Not present
Apple Valley – Mayor Curt Emick	Yes
Barstow	Not present
Big Bear Lake – Mayor David Caretto	Yes
Chino – Mayor Eunice Ulloa	Yes
Chino Hills – Council Member Ray Marquez	Yes
Colton – Mayor Frank J. Navarro	Yes
Fontana – Mayor Acquanetta Warren	Yes

Grand Terrace – Mayor Darcy McNaboe	Yes
Hesperia – Mayor Cameron Gregg	Yes
Highland	Not present
Loma Linda – Mayor Phill Dupper	Yes
Montclair – Mayor Javier “John” Dutrey	Yes
Needles	Not present
Ontario – Mayor Pro Tem Alan D. Wapner	Yes
Rancho Cucamonga – Mayor L. Dennis Michael	Yes
Redlands – Mayor Paul Barich	Yes
Rialto – Mayor Deborah Robertson	Yes
San Bernardino – Mayor John Valdivia	Yes
Twentynine Palms	Not present
Upland	Not present
Victorville – Mayor Debra Jones	Yes
Yucaipa – Council Member David Avila	Yes
Yucca Valley – Council Member Rick Denison	Yes

V. PUBLIC COMMENT – None

VI. ADJOURNMENT – Chair Robertson adjourned the meeting at 11:47 a.m.

Respectfully submitted,



LYNNA MONELL

Clerk of the Board of Supervisors
County of San Bernardino
Secretary – City Selection Committee



City of San Bernardino

Council Office | Damon L. Alexander, Council Member, Seventh Ward

February 4, 2022

Lynna Monell
Clerk of the Board of Supervisors
County of San Bernardino
385 North Arrowhead Ave., Second Floor
San Bernardino CA 92415

RE: Letter of Interest to Fill the LAFCO City Primary Position

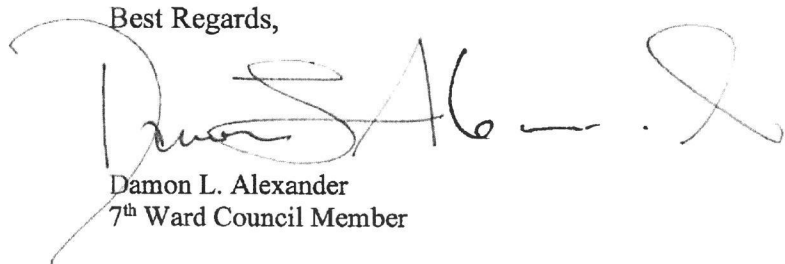
Dear City Selection Committee Members:

I am Damon L. Alexander, and I would like to be considered for the appointment as the primary city member of the San Bernardino County Local Agency Formation Commission (LAFCO). I am a firm supporter of LAFCO's mission which is to encourage growth as well as promote the Countywide vision Statement.

In my capacity as a council member for the City of San Bernardino, I represent local city government daily. I communicate with other elected officials, utility agencies and residents to keep an open dialog and to be mindful of the issues that affect all of us in our region.

It would be my honor to serve as the primary member of LAFCO city representative. My history of public service will serve the Commission well in meeting their goals and objectives in the future to come.

Best Regards,



Damon L. Alexander
7th Ward Council Member

DLA:cdjweeks



City of San Bernardino

Council Office | **Damon L. Alexander, Council Member, Seventh Ward**

February 4, 2022

City Selection Committee
February 1, 2022
Council Member Damon L. Alexander
Statement of Qualifications

Damon L. Alexander
Council Member – City of San Bernardino
290 North D Street
San Bernardino, CA 92401
Cellular 909 462-8112
Alexander_da@SBCity.org

I was elected in 2020 to the San Bernardino City Council, 7th Ward. It is my pleasure to serve approximately 32,000 residents. I taught Political Science and Communications at the University of Phoenix. I will use those communication skills to promote LAFCO's goals in an efficient manner to agencies (public and private), property owners and residents of our County.

I represent San Bernardino City on the San Bernardino County Transportation Authority (SBCTA) as an alternate Board Member. Through the SBCTA I have gain valuable regional experience in policy. I also sit on the Southern California Electric Government Advisory Panel (GAP) for elected officials in our region.

I have represented my city as a delegate to the California League of Cities. I interacted with many of my colleagues on best practices for cities on various issues. I developed good working relationships which is vital in this capacity as a Board member.

I am very active in my city as well as in San Bernardino County, supporting local charities and non-profits. In 2017, I served as San Bernardino County Commander (25th District) of the American Legion the largest veteran's organization in California. I am past president of my neighborhood association (NENA) so I understand and listen to residents' concerns about changes that affects the community in which they live.

As of January 2022, I was selected to the Southern California Association of Governments (SCAG) County Housing Policy Leadership Academy. We will explore new and innovative data tools, housing elements for our County and other principal topics that will reflect with the mission of LAFCO.

290 North "D" St., San Bernardino, CA 92401 | P: 909-384-5188 | C: 909-462-8112 | alexander_da@sbcity.org



City of
San Bernardino

Council Office | Damon L. Alexander, Council Member, Seventh Ward

Prior to my recent retirement, I served our country as a United States Federal Agent with the United States Department of Justice for 29 years. I obtained my B.S. in Political Science from the University of La Verne and my master's degree in Public Administration from National University.

With my experience I bring a unique and diverse perspective to the Commission, and I believe I will be an asset to the mission of LAFCO. Thank you for taking the time to consider my appointment to the LAFCO City primary position.

Best Regards,

Damon L. Alexander
Council Member
City of San Bernardino



City of Loma Linda

25541 Barton Road, Loma Linda California 92354-3160 • (909) 799-2800 • FAX (909) 790-2890

Sister Cities Manipur Karnataka, India - Libertadore, San Martin, Argentina • www.lomalinda-ca.gov

February 4, 2022

Lynna Monell, Clerk of Board of Supervisors
County of San Bernardino
385 N. Arrowhead Avenue
San Bernardino, CA 92415

Dear Lynna,

Please accept this letter as a request for consideration by the City Selection Committee to be appointed to the Local Agency Formation Commission (LAFCO). I have been an elected city council member in the city of Loma Linda for twelve years, currently serving as the Mayor. I believe I would be good choice and fit to replace the current outgoing city representatives on the board.

During my tenure as a locally elected official, I have served on several boards and commissions including the San Bernardino International Airport Authority, Inland Valley Development Agency, California Joint Powers Insurance Authority, Confire JPA Board of Directors, San Bernardino Valley Municipal Water District Advisory Commission on Water Policy and the Solid Waste Management Board.

I have also served extensively on the League of California Cities for twelve years, as a city representative, the local division president and now as a state level league board member.

I am employed as a Lieutenant for the San Bernardino County Sheriff's Department and teach leadership and ethics to law enforcement leaders through the Center for Criminal Justice Foundation, California State University Long Beach.

I live in the beautiful city of Loma Linda with my wife Jaime, son Jacob and brand-new daughter Faith.

Thank you and the City Selection Committee for your time and consideration.

Phill Dupper, Mayor
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354
(909) 799-2810
pdupper@lomalinda-ca.gov



STAFF REPORT

TO THE CITY COUNCIL

DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Proposed Resolution Opposing Initiative 21-0042A1

RECOMMENDATION: That the City Council consider Cal Cities' request to adopt Resolution No. 2022-_____ opposing Initiative 21-0042A1.

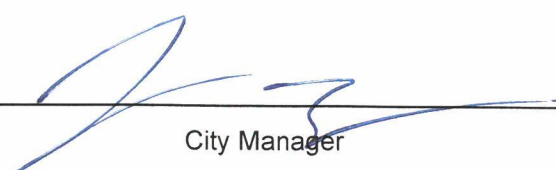
FISCAL IMPACT: None

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

BACKGROUND: In 2018, the "Tax Fairness, Transparency and Accountability Act" or (AG# 17-0050 Amdt. #1), was being circulated to qualify for the November 2018 ballot. This initiative would have drastically limited local revenue authority. Through the successful work and advocacy of the League of California Cities and its coalition, the measure's proponents withdrew the initiative from the ballot in June 2018.

On January 4, 2022, the California Business Roundtable filed the Taxpayer Protection and Government Accountability Act or AG# 21-0042A1. This measure is far more detrimental to cities than the measure filed in 2018, because it would decimate vital local and state services to the benefit of wealthy corporations. This measure limits the voters' input, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold state and local law violators accountable. Cal Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly oppose this initiative.

Cal Cities is requesting cities to adopt a resolution to demonstrate how harmful this measure would be to the community and the people of California.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>15</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

ACTION ALERT

State Ballot Measure Restricting Voters' Input and Local Taxing Authority

***** CITY RESOLUTIONS NEEDED *****

ACTION:

Cal Cities requests cities **adopt a city resolution to demonstrate how harmful this measure would be to your community and the people of California.**

Send adopted city resolutions to BallotMeasures@calcities.org as soon as possible. *A sample city resolution is attached.*

BACKGROUND

In 2018, the "Tax Fairness, Transparency and Accountability Act" or (AG# 17-0050 Amdt. #1), was being circulated to qualify for the November 2018 ballot. This initiative would have drastically limited local revenue authority.

Through the successful work and advocacy of the League of California Cities and its coalition, the measure's proponents withdrew the initiative from the ballot in June 2018.

On Jan. 4, 2022, the California Business Roundtable filed the Taxpayer Protection and Government Accountability Act or AG# 21-0042A1. This measure is far more detrimental to cities than the measure filed in 2018, because it would decimate vital local and state services to the benefit of wealthy corporations.

Cal Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly oppose this initiative.

SUMMARY

The Taxpayer Protection and Government Accountability Act limits voters' authority, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold violators of state and local laws accountable.

WHAT WOULD THIS MEASURE SPECIFICALLY DO?

1) Limit voter authority and accountability

- Limits voter input. Prohibits local voters from providing direction on how local tax dollars should be spent by prohibiting local advisory measures.
- Invalidates the Upland decision that allows a majority of local voters to pass special taxes. Taxes proposed by the Initiative are subject to the same rules as taxes placed on the ballot by a city council. All measures passed between January 2022 and November 2022 would be invalidated unless reenacted within 12 months.

2) Restrict local fee authority to provide local services

- Impacts franchise fees. Sets new standard for fees and charges paid for the use of local and state government property. The standard may significantly restrict the amount oil companies, utilities, gas companies, railroads, garbage companies, cable companies, and other corporations pay for the use of local public property. Rental and sale of local government property must be "reasonable" which must be proved by "clear and convincing evidence."
- Except for licensing and other regulatory fees, fees and charges may not exceed the "actual cost" of providing the product or service for which the fee is charged. "Actual cost" is the "minimum amount necessary." The burden to prove the fee or charge does not exceed "actual cost" is changed to "clear and convincing" evidence.

3) Restrict authority of state and local governments to issue fines and penalties for violations of law

- Requires voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

4) Restrict local tax authority to provide local services

- Requires voter approval to expand existing taxes (e.g., UUT, use tax, TOT) to new territory (e.g., annexation) or expanding the base (e.g., new utility service).
- City charters may not be amended to include a tax or fee.
- New taxes can be imposed only for a specific time period.
- Taxes adopted after Jan. 1, 2022, that do not comply with the new rules, are void unless reenacted.
- All state taxes require majority voter approval.
- Prohibits any surcharge on property tax rate and allocation of property tax to state.

5) Other changes

- No fee or charge or exaction regulating vehicle miles traveled can be imposed as a condition of property development or occupancy.

TALKING POINTS

- 1) Gives wealthy corporations a major loophole to avoid paying their fair share — forcing local residents and taxpayers to pay more**
 - The measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources — shifting the burden and making individual taxpayers pay more.
- 2) Allows corporations to dodge enforcement when they violate environmental, health, public safety, and other laws**
 - The deceptive scheme creates new loopholes that makes it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods.
- 3) Jeopardizes vital local and state services**
 - This far-reaching measure puts at risk billions of dollars currently dedicated to critical state and local services.
 - It could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more.
 - It would also reduce funding for critical infrastructure like streets and roads, public transportation, drinking water, new schools, sanitation, and utilities.
- 4) Opens the door for frivolous lawsuits, bureaucracy, and red tape that will cost taxpayers and hurt our communities**
 - The measure will encourage frivolous lawsuits, bureaucracy, and red tape that will cost local taxpayers millions — while significantly delaying and stopping investments in infrastructure and vital services.
- 5) Undermines voter rights, transparency, and accountability**
 - This misleading measure changes our constitution to make it more difficult for local voters to pass measures needed to fund local services and local infrastructure.
 - It also includes a hidden provision that would retroactively cancel measures that were passed by local voters — effectively undermining the rights of voters to decide for themselves what their communities need.
 - It would limit voter input by prohibiting local advisory measures, where voters provide direction to politicians on how they want their local tax dollars spent.

The Taxpayer Protection and Government Accountability Act Initiative No. 21-0042A1

January 21, 2022

Summary: The measure limits the voters' input, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold state and local law violators accountable.

Limiting Voter Authority and Accountability

- Limits voter input. Prohibits local voters from providing direction on how local tax dollars should be spent by prohibiting local advisory measures.
- Invalidates Upland decision that allows majority of local voters to pass special taxes. Taxes proposed by the Initiative are subject to the same rules as taxes placed on the ballot by a city council. All measures passed between January 2022 and November 2022 would be invalidated unless reenacted within 12 months.

Restricting Local Fee Authority to Provide Local Services

- Franchise fees. Sets new standard for fees and charges paid for the use of local and state government property. The standard may significantly restrict the amount oil companies, utilities, gas companies, railroads, garbage companies, cable companies, and other corporations pay for the use of local public property. Rental and sale of local government property must be "reasonable" which must be proved by "clear and convincing evidence."
- Except for licensing and other regulatory fees, fees and charges may not exceed the "actual cost" of providing the product or service for which the fee is charged. "Actual cost" is the "minimum amount necessary." The burden to prove the fee or charge does not exceed "actual cost" is changed to "clear and convincing" evidence.

Restricting Authority of State and Local Governments to Issue Fines and Penalties for Violations of Law.

- Requires voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

Restricting Local Tax Authority to Provide Local Services

- Expanding existing taxes (e.g., UUT, use tax, TOT) to new territory (e.g., annexation) or expanding the base (e.g., new utility service) requires voter approval.
- City charters may not be amended to include a tax or fee.
- New taxes can be imposed only for a specific time period.
- Taxes adopted after January 1, 2022, that do not comply with the new rules, are void unless reenacted.
- All state taxes require majority voter approval.
- Prohibits any surcharge on property tax rate and allocation of property tax to state.

Other Changes

- No fee or charge or exaction regulating vehicle miles traveled can be imposed as a condition of property development or occupancy.

Stop the Corporate Loopholes Scheme

Deceptive Proposition Allows Major Corporations to Avoid Paying their Fair Share and Evade Enforcement when they Violate Environmental, Health & Safety Laws

An association representing California's wealthiest corporations — including oil, insurance, banks and drug companies — is behind a deceptive proposition aimed for the November 2022 statewide ballot. Their measure would create major new loopholes that allow corporations to avoid paying their fair share for the impacts they have on our communities; while also allowing corporations to evade enforcement when they violate environmental, health, safety and other state and local laws. Here's why a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses **oppose** the Corporate Loophole Scheme:

Gives Wealthy Corporations a Major Loophole to Avoid Paying their Fair Share - Forcing Local Residents and Taxpayers to Pay More

- The measure creates new constitutional loopholes that **allow corporations to pay far less than their fair share for the impacts they have on our communities**, including local infrastructure, our environment, water quality, air quality, and natural resources – shifting the burden and making individual taxpayers pay more.

Allows Corporations to Dodge Enforcement When They Violate Environmental, Health, Public Safety and Other Laws

- The deceptive scheme creates new loopholes that makes it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods.

Jeopardizes Vital Local and State Services

- This far-reaching measure **puts at risk billions of dollars currently dedicated to critical state and local services**.
- It could **force cuts** to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services and more.
- It would also **reduce funding for critical infrastructure** like streets and roads, public transportation, drinking water, new schools, sanitation, utilities and more.

Opens the Door for Frivolous Lawsuits, Bureaucracy and Red Tape that Will Cost Taxpayers and Hurt Our Communities

- The measure will encourage **frivolous lawsuits, bureaucracy and red tape that will cost local taxpayers millions** — while significantly **delaying and stopping investments in infrastructure and vital services**.

Undermines Voter Rights, Transparency, and Accountability

- This misleading measure changes our constitution to make it more difficult for local voters to pass measures needed to fund local services and local infrastructure.
- It also includes a hidden provision that **would retroactively cancel measures that were passed by local voters** — effectively undermining the rights of voters to decide for themselves what their communities need.
- It would **limit voter input** by prohibiting local advisory measures, where voters provide direction to politicians on how they want their local tax dollars spent.

Fiscal and Program Effects of Initiative 21-0042A1 on Local Governments

If Initiative 21-0042A1 is placed on the ballot and passed by voters, it will result in:

- Billions of local government fee and charge revenues placed at heightened legal peril. Related public service reductions across virtually every aspect of city, county, special district, and school services especially for transportation, and public facility use.
- Hundreds of millions of dollars of annual revenues from dozens of tax and bond measures approved by voters between January 1, 2022 and November 9, 2022 subject to additional voter approval if not in compliance with the initiative.
- Indeterminable legal and administrative burdens and costs on local government from new and more empowered legal challenges, and bureaucratic cost tracking requirements.
- The delay and deterrence of municipal annexations and associated impacts on housing and commercial development.
- Service and infrastructure impacts including in fire and emergency response, law enforcement, public health, drinking water, sewer sanitation, parks, libraries, public schools, affordable housing, homelessness prevention and mental health services.

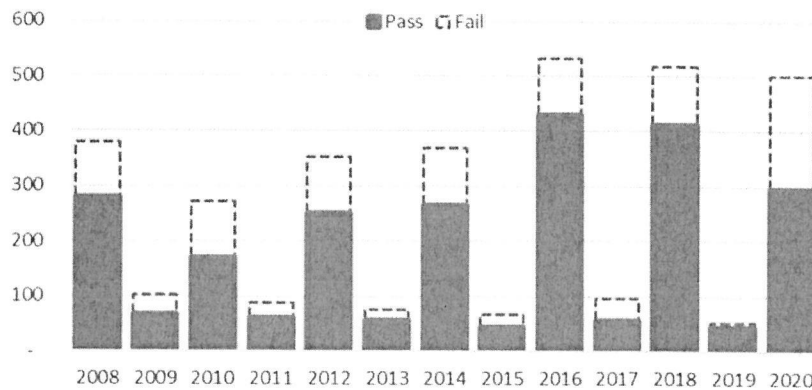
1. Local Government Taxes and Services Threatened

With regard to taxes, Initiative 21-0042A1:

- Prohibits advisory, non-binding measures as to use of tax proceeds on the same ballot.
 - Voters may be less informed and more likely to vote against measures.
- Eliminates the ability of special tax measures proposed by citizen initiative to be enacted by majority voter approval (*Upland*).
 - Because the case law regarding citizen initiative special taxes approved by majority vote (*Upland*) is so recent, it is unknown how common these sorts of measures might be in the future. This initiative would prohibit such measures after the effective date of the initiative. Any such measures adopted after January 1, 2022 through November 8, 2022 would be void after November 9, 2023.
- Requires that tax measures include a specific duration of time that the tax will be imposed. This seems to require that all tax increases or extensions contain a sunset (end date).
 - This would require additional tax measures to extend previously approved taxes at additional cost to taxpayers.
- Requires that a tax or bond measure adopted after January 1, 2022 and before the effective date of the initiative (November 9, 2022) that was not adopted in accordance with the measure be readopted in compliance with the measure or will be void twelve months after the effective date of the initiative (November 9, 2023).
 - If past election patterns are an indication, dozens of tax and bond measures approving hundreds of millions of annual revenues may not be in compliance and would be subject to reenactment. Most will be taxes without a specific end date. Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, measures not in compliance would need to be placed on a special election ballot for approval before November 9, 2023 or the tax will be void after that date. General tax measures would require declaration of emergency and unanimous vote of the governing board.

- Requires voter approval to expand an existing tax to new territory (annexations). This would require additional tax measures and would deter annexations and land development in cities.
 - If a tax is "extended" to an annexed area without a vote after January 1, 2022, it will be void 12 months later until brought into compliance. Because there is no regularly scheduled election within the 12 months following the effective date of the initiative, such extensions for general taxes would, under current law, each require unanimous vote of the agency board to be placed on a special election ballot or would be void after November 9, 2023.

Local Tax and Bond Measures - California
Cities, Counties, Special Districts, Schools



1.a. Number of Measures and Value of Local Taxes at Risk¹

In 2020, voters in California approved 293 local tax and bond measures for cities, counties, special districts and schools (95 in March and 198 in November). The approved measures enacted \$3.85 billion in new annual taxes including \$1.3 billion for cities, \$302 million for counties, \$208 million for special districts (fire, wastewater, open space and transit districts), and \$2.037 billion for schools (including for school bonds).

Most tax measures go to the ballot during a presidential or gubernatorial primary or general election in an even year. However, some tax measures are decided at other times. During 2019, there were 45 approved tax and bond measures (24 city, 14 special district, 7 school) adopting \$154.0 million in new annual taxes (\$124.0 million city, \$10.5 million special district and \$19.2 million school).

Most tax and bond measures comply with the new rules in Initiative 21-0042Amdt#1 except:

- Dozens of taxes would require end dates. This would require additional measures in future years to extend the taxes further. Very few extensions of existing local taxes fail.
- Majority vote general tax measures could not be accompanied on the same ballot with an advisory, non-binding measure as to use of tax proceeds.
- Special taxes placed on the ballot via citizen initiative would require two-thirds voter approval.

Bond measures have fixed terms. Historically, about 20 percent of other tax measures have included specific durations (i.e. sunsets). Advisory measures as to use of revenues are uncommon. I do not expect the provisions of 21-0042A1 to have any substantial effect on passage rates. However, some 2022 approved measures would likely have to put back on the ballot.

Based on history, a reasonable estimate of the annualized tax revenues estimated to be approved by

¹ Source: Compilation and summary of data from County elections offices.

voters in 2022 and placed at risk by this initiative is at least **\$1.5 billion, including \$1.0 billion from cities and \$500 million from counties and special districts.**²

1.b. Additional Costs and Public Service Effects of the Tax Provisions

In addition to service delays and disruption due to new tax revenues placed at greater legal risk, there will be substantial additional costs for legal defense. The deterrence of taxes for annexations will delay and deter municipal annexations.

2. “Exempt Charges” (fees and charges that are not taxes) and Services Threatened

With regard to fees and charges adopted after January 1, 2022, Initiative 21-0042A1:

- Subjects new fees and charges for a product or service to a new "actual cost" test defined as "(i) the minimum amount necessary to reimburse the government for the cost of providing the service to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In addition, subjects these same charges to a new, undefined, "reasonable" standard.
- Subjects fees and charges for entrance to local government property; and rental and sale of local government property to a new, undefined, "reasonable" test.
- Subjects a challenged fee or charge to new, higher burdens of proof if legally challenged.
- Prohibits a levy, charge or exaction regulating or related to vehicle miles traveled, imposed as a condition of property development or occupancy.

2.a. Value on New Local Government Fees and Charges at Risk³

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies and increases in those fees simply to accommodate inflation, the amount of local government fee and charge revenue placed at risk is about **\$1 billion per year including those adopted since January 1, 2022. Of this \$1 billion, about \$570 million is for special districts, \$450 million is cities, and \$260 million is counties.**⁴

Major examples of affected fees and charges are:

1. Nuisance abatement charges - such as for weed, rubbish and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
2. Commercial franchise fees.
3. Emergency response fees - such as in connection with DUI.
4. Advanced Life Support (ALS) transport charges.
5. Document processing and duplication fees.
6. Transit fees, tolls, parking fees, public airport and harbor use fees.
7. Facility use charges, fees for parks and recreation services, garbage disposal tipping fees.

In addition to fees and charges, the measure puts fines and penalties assessed for the violation of state and

² This does not include citizen initiative special tax approved by majority but not two-thirds. Because this approach is new, the number of these measures and amount of revenue involved cannot be estimated.

³ Source: California State Controller Annual Reports of Financial Transactions concerning cities, counties and special districts, summarized with an assumed growth due to fee rate increases (not population) of 2 percent annually.

⁴ School fees are also affected but the amount is negligible by comparison.

local law at risk, making them taxes subject to voter approval under certain circumstances.

2.b. Additional Costs and Public Service Effects of the Fee/Charge Provisions

In addition to service delays and disruptions due to fee and charge revenues placed at greater legal risk, there would be substantial additional costs for legal defense. The risk to fees and charges will make infrastructure financing more difficult and will deter new residential and commercial development.



RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA,
OPPOSING INITIATIVE 21-0042A1**

WHEREAS, an association representing California's wealthiest corporations is behind a deceptive proposition aimed for the November 2022 statewide ballot; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure makes it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure puts billions of dollars currently dedicated to state and local services at risk, and could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

WHEREAS, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, drinking water, new schools, sanitation, and utilities; and

WHEREAS, staff will email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

THEREFORE, BE IT RESOLVED that the City of Highland, opposes Initiative 21-0042A1.

THEREFORE, BE IT FURTHER RESOLVED, that the City of Highland will join the NO on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state.

PASSED, APPROVED, AND ADOPTED this day 22nd of February, 2022.

Larry McCallon
Mayor

ATTEST:

Betty Hughes, MMC
City Clerk



STAFF REPORT

TO THE CITY COUNCIL

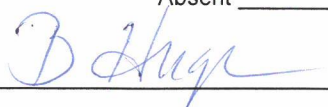
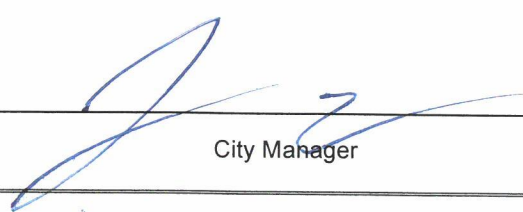
DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

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

RECOMMENDATION: Discussion and possible action.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>16</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	



STAFF REPORT

TO THE CITY COUNCIL

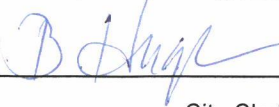
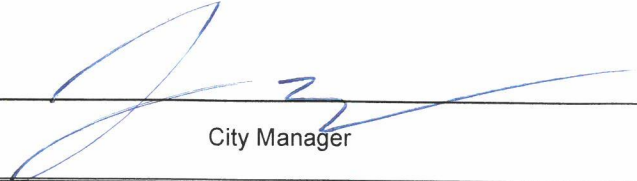
DATE: February 22, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

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

RECOMMENDATION: Discussion and possible action.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>17</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	