

CITY OF HIGHLAND REGULAR MEETING OF THE CITY COUNCIL AGENDA

REGULAR MEETING

September 13, 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 📠

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance, please contact the City Clerk's office at (909) 864-6861, ext. 226, at least 72 hours prior to the meeting for any requests for reasonable accommodation to include interpreters.

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.

Submission of Public Comments: 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 September 13, 2022, to the City Clerk at publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the September 13, 2022 agenda, please identify the agenda item number in the subject line. Members of the public will be permitted to make public comments in person.

**CITY COUNCIL REGULAR MEETING
SEPTEMBER 13, 2022 - 6:00 p.m.**

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

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 September 13, 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

1. Waive the Reading of All Ordinances
RECOMMENDATION: Waive the reading of all Ordinances in their entirety and read by title only.
2. Minutes – August 9, 2022 City Council Regular Meeting
RECOMMENDATION: Approve the Minutes as submitted.
3. Minutes – August 25, 2022 City Council Special Meeting
RECOMMENDATION: Approve the Minutes as submitted.
4. Warrant Register
RECOMMENDATION: Approve Warrant Register No. 745 for September 13, 2022, in the amount of \$2,988,001.50 and Payroll of \$222,438.98.
5. Treasurer's Report for July 2022
RECOMMENDATION: That the City Council receive and file Treasurer's Report for July 2022.
6. Year-end Budget Adjustments for Fiscal Year 2021-2022
RECOMMENDATION: The Finance/Personnel Subcommittee recommends that the City Council approve the year-end budget adjustments for fiscal year 2021-2022.
7. Contract Award – Pavement Repair Work
RECOMMENDATION: That the City Council award a contract to Mike Roquet Construction, Inc., in the amount of \$25,627.00 for asphalt repair work on San Francisco and Fleming Streets to resolve excessive standing water issues at the two locations.
8. Extend a Professional Services Contract to Dudek to Amend the City's Recently Adopted 6th Cycle General Plan Housing Element
RECOMMENDATION: That the City Council:
 1. Amend the Scope of Work and Budget of a Professional Services Contract with Dudek to address Housing and Community Development (HCD) comments on the City's 6th Cycle Housing Element in an amount not-to-exceed \$21,820.00; and
 2. Approve the following budget adjustment for Fiscal Year 2022-2023. Transfer \$21,820.00 from 001-2100 (General Fund-Fund Balance) to be expended from 001-4100-4662 (Contract Services-Housing Element).
9. Amendment to the Agreement for Specified Payments In-Lieu of Transient Occupancy Taxes (TOT) between San Manuel Band of Mission Indians and the City of Highland
RECOMMENDATION: That the City Council authorize the City Manager to execute the Amendment to Agreement for Specific Payments in-lieu of Transient Occupancy Taxes (TOT) between San Manuel Band of Mission Indians and the City of Highland.

10. Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and Highland District Council on Aging, Inc., to Provide for Senior Programs, Activities and Services to Improve Quality of Life, Physical Fitness, Social Programs, Daily Interaction and Nutrition to Low- and Moderate-Income Services
RECOMMENDATION: That the City Council approve the contract and authorize execution by the Community Development Director.
11. Declare Two (2) Seats Vacant on the Historic and Cultural Preservation Board
RECOMMENDATION: That the City Council:
1) Declare two (2) seats vacant on the Historic and Cultural Preservation Board; and
2) Direct the City Clerk to advertise the vacancies on the Historic and Cultural Preservation Board.
12. Declare Three (3) Seats Vacant on the Community Trails Committee
RECOMMENDATION: That the City Council:
1) Declare three (3) seats vacant on the Community Trails Committee; and
2) Direct the City Clerk to advertise the vacancies on the Community Trails Committee.
13. Conflict of Interest Code Update
RECOMMENDATION: That the City Council receive and file the 2022 Local Agency Biennial Notice and adopt Resolution No. 2022-_____ amending the City's Conflict of Interest Code and rescinding Resolution No. 2020-048.
14. Resolution No. 2022-_____ Summary Vacation of the Westerly Portion of Atlantic Avenue Right-of-Way (Johnny Ghazal/SUM 021-001), and Grant Deed from City of Highland to Johnny Ghazal to Relinquish the Northwest Corner-Cut-Off Portion of the Right-of-Way at Atlantic Avenue and Boulder Avenue, Owned in Fee by the City, Formerly Owned by Caltrans
RECOMMENDATION: That the City Council:
1) Adopt Resolution No. 2022-_____ ordering the summary vacation of a portion of street right-of-way located on Atlantic Avenue west of Boulder Avenue;
2) Approve grant deed to transfer the northeast corner-cut-off portion of right-of-way at Atlantic Avenue and Boulder Avenue to Johnny and Richelle Ghazal Living Trust; and
3) Direct the City Clerk to record the Summary Vacation resolution and Grant Deed.
15. Selection of an Event Date and Budget for the 25th Annual Citrus Harvest Festival
RECOMMENDATION: The Historic and Cultural Preservation Board recommends the City Council:
1) Select March 25, 2023, as the Event Date for the Citrus Harvest Festival with a rain date of April 1, 2023; and
2) Adopt the budget.

16. Second Reading of Specific Plan Revision (SPR 22-001) Ordinance No. 455 of the City of Highland Proposing an Amendment to the Greenspot Village & Marketplace Specific Plan (SPR 06-001A) to Increase the Maximum Dwelling Count from 700 to 746 within Planning Area 2 and the Total Buildout Number from 800 to 946 for the Overall Specific Plan
RECOMMENDATION: That the City Council conduct a second reading of Specific Plan Revision (SPR 22-001) Ordinance No. 455 amending the Greenspot Village & Marketplace Specific Plan (SPR 06-001A) to increase the maximum dwelling count range from 500-700 to 500-746 within Planning Area 2 and the total buildout number from 800 to 946 for the Overall Specific Plan.
17. The Coalition for Clean Air Requests the City to Participate in the 2022 California Clean Air Day on October 5, 2022
RECOMMENDATION: That the City Council adopt Resolution No. 2022-_____ to support and participate in the 2022 California Clean Air Day on October 5, 2022.

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

18. Measure I Capital Project Needs Analysis (2023/24-2027/28) for the Measure I Major Street and Freeway Interchange Programs
RECOMMENDATION: That the City Council approve the Five-Year Capital Project Needs Analysis (2023/24-2027/28) for the Measure I Major Street and Freeway Interchange Programs.
19. Bid Award – Bid No. 2022-02, “3rd Street/5th Street Corridor Improvement Project” (Project str18001)
RECOMMENDATION: That the City Council award the construction contract for Bid No. 2022-02, “3rd Street/5th Street Corridor Improvement Project (Project str18001)” to the responsible low bidder, Granite Construction Company (Granite), in the amount of \$9,395,939.00.

20. Hernandez, Kroone & Associates (HKA) Contract, Second Amendment for Professional Services – 3rd Street and 5th Street Corridors Improvement Project (Project No. str18001)
RECOMMENDATION: That the City Council:
- 1) Approve a second amendment to the professional services agreement with HKA; and
 - 2) Authorize the City Manager to approve any future contract amendments up to 10% of the new contract amount.
21. Public Improvement Reimbursement Agreement Amendment No. 1 with East Valley Water District (EVWD) for Traffic Signal Modifications at 5th Street and Del Rosa Drive
RECOMMENDATION: That the City Council:
- 1) Approve the Public Improvement Reimbursement Agreement Amendment No. 1 with EVWD for Traffic Signal Modifications at 5th Street and Del Rosa Drive;
 - 2) Authorize the Mayor to sign the Agreement Amendment No. 1; and
 - 3) Approve the following Budget Adjustment: Transfer \$267,786.07 from 007-2100 (DIF-Fund Balance) to be expended from 007-8330-6550 (Traffic Improvements).
22. Alliance Residential Company – Request for Parkland Acquisition & Park Facilities Development Impact Fee Credit in Accordance with Highland Municipal Code Section 16.40.200, Park and Recreational Facilities
RECOMMENDATION: That the City Council approve Alliance Residential Company's request for a fifty percent (50%) Parkland Acquisition & Park Facilities Development Impact Fee credit in the amount of \$1,235,374.14.
23. Senate Bill 972 – Amendments to the California Retail Food Code to Allow Cottage Food Operations and Microenterprise Home Kitchens to Serve as a Commissary or Mobile Support for Food Vendors among Other Provisions (pending approval by Governor Gavin Newsom)
RECOMMENDATION: That the City Council provide direction concerning Senate Bill 972.
24. City Manager Report and Comments (Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)
RECOMMENDATION: Discussion and possible action.
25. 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.

October 11; November 8; December 13

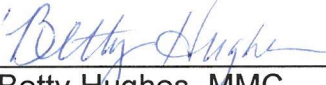
I, Betty Hughes, City Clerk, certify I caused to be posted this Agenda on or before September 8, 2022, by 5:30 p.m., on our website at www.cityofhighland.org and in the following designated areas:

Highland Branch Library
7863 Central Avenue

Fire Station No. 1
26974 Base Line

City Hall
27215 Base Line

Date: September 8, 2022



Betty Hughes, MMC
City Clerk



STAFF REPORT

TO THE CITY COUNCIL

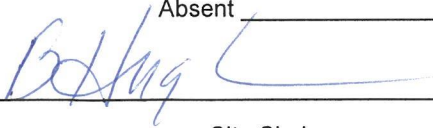
DATE: September 13, 2022

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>1</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	



STAFF REPORT

TO THE CITY COUNCIL

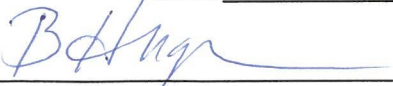
DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Minutes – August 9, 2022 Regular Meeting

RECOMMENDATION: Approve the minutes as submitted.

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

**MINUTES
CITY COUNCIL REGULAR MEETING
AUGUST 9, 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 Tracy Johnson, Immanuel Baptist 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

None

SPECIAL PRESENTATIONS

None

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

Christian Flores spoke as a representative for the residents of Fairway Mobile Home Park and gave an update on the progress of the resident's concerns being addressed.

Luis Ojeda spoke regarding his concerns for a property located on Central Avenue and Third Street that has unsightly debris and for his concerns for the misrepresentation of citizens on the westerly side of Highland.

CITY COUNCIL CONSENT CALENDAR

A MOTION was made by Council Member Solano, seconded by Mayor Pro Tem Lilburn, 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 – July 12, 2022 City Council Regular Meeting
Approved the Minutes as submitted.

3. Minutes – July 14, 2022 City Council Special Meeting
Approved the Minutes as submitted.
4. Warrant Register
Approved Warrant Register No. 744 for August 9, 2022, in the amount of \$974,252.94 and Payroll of \$229,007.60.
5. Treasurer's Report for June 2022
Received and filed Treasurer's Report for June 2022.
6. Claim Consideration – Anthony Serrano
Rejected claim.
7. Declare One (1) Seat Vacant on the Historic and Cultural Preservation Board
 - 1) Declared one (1) seat vacant on the Historic and Cultural Preservation Board; and
 - 2) Directed the City Clerk to advertise the vacancy on the Historic and Cultural Preservation Board.
8. Records Destruction Authorization
Approved the destruction of certain records.
9. Contract Bid Award – Bid No. 2022-06, "Highland HVAC Systems Maintenance, Monitoring and Repair"
Awarded the contract to provide maintenance, monitoring and repairs to City facility HVAC units to the lowest responsive bidder, F.M. Thomas Air Conditioning, Inc. (Thomas).
10. Contract Bid Award – Bid No. 2020-11, "Asbestos Removal and Demolition of a Single-Family Residence and On-Site Improvements Located at 7433 Central Avenue"
 - 1) Awarded the contract for Bid No. 2020-11, "Asbestos Removal and Demolition of a Single-Family Residence and On-Site Improvements Located at 7433 Central Avenue" to the responsible low bidder, BeckCo, Inc., in the amount of \$47,575.00; and
 - 2) Approved the following budget adjustment for FY 2022/2023: Transfer \$47,575 from 070-2100 (Housing Authority-Fund Balance) to be expended from 070-7000-4556 (Contract Services-Demolition).
11. Cooperative Fire Protection Agreement (Automatic Aid Agreement) between the City of Highland and the Bureau of Land Management (BLM)
Authorized Cal Fire Battalion Chief Sean Landavazo to execute the Cooperative Fire Protection Agreement on behalf of the City.

12. Cooperative Agreement with Caltrans for Victoria Avenue Interchange/Project No. ich17006
 - 1) Approved a Cooperative Agreement with Caltrans for Implementation of the Project Approval/Environmental Document (PA/ED) Phase of the SR-210 Interchange; and
 - 2) Authorized the Mayor to sign the Cooperative Agreement.
13. Revised Memorandum of Understanding with Yuhaaviatum of San Manuel Nation/Victoria Avenue Interchange
 - 1) Approved the revised Memorandum of Understanding (MOU) with Yuhaaviatum of San Manuel, formerly known as San Manuel Band of Mission Indians (San Manuel), for implementation of the Project Approval/Environmental Document Phase of the Victoria Avenue Interchange Project; and
 - 2) Authorized the Mayor to sign the MOU.
14. Second Reading of Ordinance No. 453 – City of Highland Community Facilities District No. 2022-01 (Mediterra) Authorizing the Levy of a Special Tax Therein

Conducted a second reading, read by title only, waived further reading of Ordinance No. 453, an Ordinance of the City Council of the City of Highland, California, Acting in its Capacity as the Legislative Body of City of Highland Community Facilities District No. 2022-01 (Mediterra) Authorizing the Levy of a Special Tax Therein.

ORDINANCE NO. 453

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF
CITY OF HIGHLAND COMMUNITY FACILITIES DISTRICT NO. 2022-01
(MEDITERRA) AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN

CITY COUNCIL PUBLIC HEARING

15. Adoption of an Urgency Ordinance, Extending for an Additional 12 Months through August 23, 2023, an Existing Moratorium on the Approval of Applications for Land Use Entitlements for New Service Station Uses or the Expansion in the Number of Pumps of Existing Service Station Uses

Mayor McCallon stated we have two public hearings on this agenda tonight. The first one is adoption of the urgency ordinance extending for an additional 12 months through August 2023 on an existing moratorium on the approval of applications for land use entitlements for new service station uses. This will be presented by Assistant Community Development Director Stater. He will now open the public hearing.

Assistant Community Development Director Stater stated thank you, Mayor, and Members of the City Council. When this was first enacted about a year ago staff has worked on an analysis of this item and some of the concerns we had with this particular use in the City. We have completed that analysis and have worked on a municipal code amendment language for that, and a GIS analysis. We just did not

get that back to Council before the one-year expiration. We would like to take it to an ad hoc committee next Tuesday, which has been scheduled for 10:00 a.m. and then take that to the Planning Commission on September 6, then back in October at the Council meeting. Our request is for an extension at this time but we will bring the information back to you shortly.

Mayor McCallon stated this is a public hearing item. Is there anyone in the public who wishes to speak either for or against this item. Seeing none, we will close the public hearing and bring it back to the Council for discussion and action.

A MOTION was made by Council Member Timmer, seconded by Council Member Solano, to adopt Ordinance No. 454 extending the moratorium on the approval of land use entitlements for new service station uses and expansion in the number of pumps at existing stations for an additional 12 months. Motion carried, 5-0.

City Clerk Hughes introduced Urgency Ordinance No. 454

URGENCY ORDINANCE NO. 454
AN INTERIM URGENCY ORDINANCE OF THE CITY OF HIGHLAND,
CALIFORNIA, ENACTED PURSUANT TO GOVERNMENT CODE SECTION
65858 EXTENDING FOR AN ADDITIONAL 12 MONTHS, THROUGH
AUGUST 23, 2023, AN EXISTING MORATORIUM ON THE APPROVAL OF
APPLICATIONS FOR LAND USE ENTITLEMENTS FOR NEW SERVICE
STATION USES OR THE EXPANSION IN THE NUMBER OF PUMPS OF
EXISTING SERVICE STATION USES IN THE CITY OF HIGHLAND,
DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION
OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT (CEQA)

which title was read.

16. Specific Plan Revision (SPR 22-001) Proposing an Amendment to the Greenspot Village & Marketplace Specific Plan (SPR 06-001) to Increase the Total Dwelling Unit Count from 800 Dwelling Units to 946 Dwelling Units and Design Review Application (DRA 22-004) Proposing the Construction of 546 Multi-Family Residential Units, a 7,500 Square Foot Leasing Office, Recreation Areas, and Outdoor Courtyards on a Vacant Site

Mayor McCallon stated he will open the public hearing and ask Associate Planner Syed to give the presentation.

Associate Planner Syed stated thank you very much Mayor and good evening Council Members. To the north of the project site are existing residential homes along Calhoun Road and Eucalyptus Avenue. To the south is vacant land with a few commercial buildings along Boulder Avenue. To the east is the existing USPS facility and to the west is more vacant land on which TREH Partners 200-unit residential complex was approved in 2021. The Greenspot Village and Marketplace specific plan was established in 2014 to outline the future developments of the Golden Triangle area. Since then, entitlements were

approved for Rexco Development in 2020 to construct 200 apartments in Planning Area Three and additional entitlements were approved for TREH Partners in 2021 to construct 200 apartments in Planning Area Two. The build out of Planning Area Two is in orange and is the item that is being presented to you today. With 400 residential units already approved for construction and a current planning build out of 800 units, the specific plan only allows for the construction of an additional 400 units which results in a density below the minimum of 20 dwellings per acre within Planning Area Two. The applicant is looking to increase the maximum dwelling count for Planning Area Two from the current 700 to 746 and increase the total build out number from 800 to 946 for the whole specific plan. Contingent upon the specific plan revision, the applicant is proposing the construction of a 546-unit apartment complex that will build out the remainder of Planning Area Two as well as the residential portion of the entire specific plan. The 546 units comprise of complexes known as townhomes located along the eastern part of the site and garden flats which are located throughout the rest of the development. The townhomes consist of 144 units of one-, two-, and three-bedroom layouts, with an attached two car garage on the ground floor. The garden flats consist of 402 units of one- and two-bedroom layouts with assigned detached garages or covered carport spaces depending on the location of the specific unit. Primary access to the development will be provided through Access Point C, otherwise known as the extension of Calhoun Road, which will be signalized at Greenspot Road by the Rexco Development project. A secondary access point is proposed onto Boulder Avenue at the end of the Village Paseo, toward the southeast corner of the site. The applicant has also been conditioned to construct a 5-foot-tall wrought iron fence in the landscape median on Boulder Avenue between Webster Street and Eucalyptus Avenue as part of this project. The architecture for the buildings consists of Spanish influence for the townhomes and a Monterrey style elevation for the garden flats, which are two potential elevations that are discussed in the Greenspot Village and Marketplace specific plan. At the July 5 Planning Commission hearing, the Commissioners provided the applicant with a list of directives to incorporate into the revised design of the complex. This list has been provided for you as an attachment to the staff report. The applicant went ahead and accepted and incorporated each of the directives except for the request to replace the garden flat Monterrey style shingle roofs with flat tile roofs. Perimeter landscaping along the street adjacent to portions of the development will feature ground cover comparable to the trees that are found along the rest of the Greenspot corridor such as Crepe Myrtle trees with Evergreen Pear trees. The southern portion of the Village Paseo will be accented by California Sycamores, Coast Live Oak trees, and Afghan Pines. The western and northern boundaries will feature Chinese Flame trees with clusters of Evergreen Pears and Bloodgood London plant trees and the entrance points from the southern end and Boulder Avenue will be aligned with fruitless olive trees and additional Coast Live Oak trees. The developer has been conditioned to initiate the process of establishing a Communities Facilities District (CFD) prior to occupancy for maintenance and upkeep of the landscaping in the median and a right-of-way and frontage along Boulder Avenue. The complexes' residents will provide the cost for maintaining the CFD. The required number of parking spaces for the project is 1,026. 546 of those will be covered spaces and 480 being uncovered, including guest parking. The proposed design offers 639 covered spaces and 371 uncovered spaces for a total

of 1,010. While the project substantially exceeds the required number of covered spaces, it does fall short overall by 16 spaces. This would fall into the uncovered category. Staff's analysis of the site layout and circulation is supported by the 1,010 spaces that have been provided. As mentioned, the townhomes will feature attached garages on the ground floor of their respective units. The garden flats will offer both detached carports and detached garages, depending on the specific location of the unit as you can see here. The remainder of the primary interior corridor will feature the uncovered guest parking spaces. The proposed development offers a variety of amenities for the community as well. In addition to the Village Paseo that spans the entire southern portion of the community, the complex also offers two community pools and a gym inside the clubhouse at the center of the property. Additionally, there are two tot lots, two dog parks and an entertainment terrace with community BBQ grills at the east end of the site. As discussed previously, this project was anticipated during the adoption of the Greenspot Village and Marketplace specific plan and mitigation measures have already been included as part of these certified environmental impact reports. At the July 5 Planning Commission meeting, staff received several letters from neighboring property owners expressing their general concern on privacy and security and how they would be affected by the proposed development. The Planning Commission provided a list of directives and included additional conditions of approval to the project to help address their concerns. Since the Planning Commission hearing, staff has received two additional letters from adjacent developers within the Greenspot Village and Marketplace specific plan that expressed their support for the development. Staff and the Planning Commission recommend the City Council introduce an ordinance to adopt Specific Plan Revision SPR22-001 and adopt a resolution approving Design Review Application 22-004. Thank you, staff and the applicant are available to answer any questions you may have. He believes the applicant is also here with a few short words about their company and the project.

Jonas Bronk, Alliance Residential, stated thank you for having us here tonight. Thank you, Associate Planner Syed, for a great presentation, he really covered the bases of the what and the where of the project very, very well. Thank you to Community Development Director Mainez and Assistant Community Development Director Stater for helping us. He thinks they have been working on this project for about a year now, even though in its original form, it looks very much like it does today. They think they have addressed it and made some improvements. He also wants to thank the Council for hearing us out tonight and you, Mayor McCallon. If you do not know much about Alliance Residential, he thinks he will just do a couple minutes on them and then if there are questions about the project specifically, he can address those as they come up. Alliance is either the largest or the second largest builder of multi-family residential projects in the nation depending upon what year you look at it and what publication you are reading. They are the local division of Alliance, the Southern California division. He has been with the company for seventeen years. This division has been open for about twenty-five years. Here is a list of the projects that have been completed under his watch since 2005. As you can see, there are projects in Los Angeles, San Diego, Inland Empire, and Orange County. He was going to do a case study on one of their projects, but the limited amount of time he thinks he will just talk a

little bit about why we like this particular project here in Highland. They really like that it is part of a specific plan. They like that there are design constraints and there are planning limitations so that they will know what is coming in the future. They know what it is going to look like. They are the third project to come through so we can see that there is real momentum to create a community in this corner of Highland. This is very exciting to them. They know that there is a big need in this community. A big need in Southern California generally for additional housing. They are building 546 market rate units. They do not do affordable, they will be paying the affordable in-lieu fee on the project, which he thinks is approximately \$2,000,000. This will be their first project in Highland, and as they always say, this one is going to be the best. So, they always try to do a little bit better than the last project. Thank you for your time. He has the architect here, the landscape architect is here, and the civil engineer here to answer any questions the Council might have and of course he is happy to stay up here and field questions all night, if that is what it takes.

Mayor McCallon stated thank you very much. Any questions of the applicant, any questions of staff before we go to the public.

Council Member Timmer stated just a clarification, you mentioned the coast redwoods. Where are you planting those? Normally they do not do very well here in this smog.

Dan Delle, MGS landscape architecture, stated are you talking about the oaks?

Council Member Timmer stated no coast redwood, it was mentioned coast redwood he thought, unless he misheard.

Dan Delle, MGS landscape architecture, stated it was the oaks and the California, no redwoods.

Associate Planner Syed stated it was coast live oak trees. Yes, coast live oak trees on the southern portion as well at the entrances.

Mayor McCallon stated is there anyone in the public who wishes to speak either for or against this item before we go to the letters we received? Seeing none, City Clerk Hughes has two letters that were received.

City Clerk Hughes stated she has, thank you.

City Attorney Marroquin stated she thinks we had someone come in.

Unidentified speaker stated he does not know if Council is going through letters that the homeowners up there wrote. He just wants to see where the privacy is.

Mayor McCallon stated we have those letters attached to the staff report.

Unidentified speaker stated he is just wondering what eventually happened with that because last meeting it was kind of left on what was going to happen as far as the privacy of those neighbors on the north and on Boulder Avenue there. Mayor McCallon stated it is his understanding that the Planning Commission requires an eight-foot block wall to be built along the northern border to provide some privacy along with some planting along that wall.

Unidentified speaker stated okay, so it was an 8-foot because he knows they were talking about wrought iron first or something.

Mayor McCallon stated no, it is an eight-foot block wall.

Associate Planner Syed stated it was part of the conditions and then the plans were also modified.

Unidentified speaker stated he appreciates it, thank you.

City Clerk Hughes read the first letter from Patrick Tritz, San Carlo Apartment Homes, in favor of the project.

City Clerk Hughes read the last letter from Tom Robinson, TREH Partners, in favor of the project.

City Clerk Hughes stated that concludes the comments she received.

Mayor McCallon stated very good, thank you. Anybody else wish to speak on this item? Seeing none, he will close the public hearing and bring it back to the Council for additional discussion.

Council Member Timmer stated he just wants to let others know he met with staff earlier to talk about the circulation issues. He had a little concern, but they addressed those concerns. He has a question for Community Development Director Mainez. We have had lots of issues dealing with the State of California Housing Element. As I calculate this now, these increased units put us over 20 units per acre, he thinks. Does that meet all the state standards through what we are trying to achieve or what they are telling us to meet? And the second part is, he thinks the applicant talked about how they do not do affordable housing, but they are paying the in-lieu fee, which he supports. Can you talk about what this does in the future to meet our state's housing element requirements?

Community Development Director Mainez stated sure, it is pretty simple. This specific plan was recognized by the State HCD when we adopted our housing element. So, anything that is built within this specific plan is credited to achieving our certification for the housing element in the past and in the future. That is the short answer.

Council Member Timmer stated so this additional density will make that even further to meet the standards in this picture.

Community Development Director Mainez stated it helps achieve our goals. The fact that it is not affordable is irrelevant to the housing element because the density is what the State required us to build. So, this just helps us achieve that goal as well.

Council Member Timmer stated he knows we have been fighting that battle with the State for a long time. Upfront he does not like high density projects, but he knows the State asked us politely to do certain things and as long as this project helps us meet some of those requirements then he will support what we are doing here.

Mayor Pro Tem Lilburn stated she just has a couple of questions. With adding so many additional units do we have to do an additional environmental impact report?

Community Development Director Mainez stated no, we have done our analysis and determined that the EIR that was certified for the specific plan is adequate. The additional units are insignificant to traffic, noise, or quality.

Mayor Pro Tem Lilburn stated one of her questions is on the parking. We have always prided ourselves when we built the apartments to make sure that we had garages or substantial parking arrangements for the residents that live there. So, she sees that some of them are garages, some are carports or covered parking and some we are just shy to meet the requirements of the units. Why is that?

Community Development Director Mainez stated the difference is very small.

Associate Planner Syed stated right, the total shortage is 16 spaces.

Community Development Director Mainez stated and those are uncovered. Associate Planner Syed stated yes, uncovered.

Council Member Timmer stated how much are they providing, it was over 1,000 he thought.

Associate Planner Syed stated right. So according to our parking requirement, it would be 1,026. They have provided 1,010. So very close and they have actually over provided the number of covered spaces and garage spaces, and technically the shortage is in the uncovered spaces.

Community Development Director Mainez stated it is all about design. It is how they laid out that parking. You will notice on the design that Associate Planner Syed is putting up that corridor in the center is, if you think of it as a wing of a bird, that is the parking for the guests, so the east and west is well served by the guest parking. Just by design they were short somehow because we want a lot of landscaping, we want a lot of amenities and so we had to sacrifice a little bit of that parking.

Mayor Pro Tem Lilburn stated that allows for enough frontage commercial space for this specific plan.

Community Development Director Mainez stated yes, it certainly does. Based on the market today, absolutely.

Council Member Chavez stated he just wants to say this is a great project for the City of Highland. The design and the review are great. It is amazing, this is something that he thinks young people are really looking forward to living in. It is kind of like what is trending right now throughout southern California. He is super excited to see this project go through. He will make a motion if we are done discussing.

Mayor McCallon stated he has several items he wants to talk about. First, the landscaping plan calls for Crape Myrtles along Boulder Avenue. Crepe Myrtles are beautiful trees, but they are very messy, and they do not belong on the street. He would think that we would not put them all along Boulder Avenue there because they create a mess on the streets and on the sidewalks. They look nice but when all those flower things fall down, they are really annoying. So, he would request that we not have Crepe Myrtles on Boulder Avenue. If they want to put them in the interior of the project, fine, but not on public right-of-way if you will, where they are dropping all that stuff onto the sidewalks.

Associate Planner Syed stated thank you Mayor, so that is correct, we understand your concern and so we consulted with our City's landscape architect for some alternative solutions. Potentially he had suggested maybe Japanese Zelkova as an alternative tree for that area but he believes the applicant's landscape representative is also available for some pointers, if possible.

Mayor McCallon stated as long as we do not put any messy trees there, he does not care what they are called.

Dan Delle stated it was part of the specific plan so they followed it but they have no objections to the alternatives.

Mayor McCallon stated you talked about garages, we have detached garages, what units get these?

Associate Planner Syed stated the detached garages are for the select few garden flats and the remainder of the garden flats get the carports. All the townhomes get the attached garages on the bottom floor.

Mayor McCallon stated he understands the garages are for the one-bedroom or two-bedroom garden flats.

Associate Planner Syed stated he believes the applicant could probably specify that a bit better.

Jonas Bronk stated every unit would get one covered space.

Mayor McCallon stated he is talking about the garage.

Jonas Bronk stated yes, sir, well, that will just be distributed based on availability when units come up.

Mayor McCallon stated so you are not going to have them assigned to any particular garden flat.

Jonas Bronk stated no, he does not think so.

Mayor McCallon stated another question is what will prevent them from being used for storage rather than cars?

Jonas Bronk stated the lease that they sign.

Mayor McCallon stated so it is going to be in the lease.

Jonas Bronk stated it will be enforced, yes.

Mayor McCallon stated because if they start using them all for storage then we really run out of parking spots.

Jonas Bronk stated yes sir.

Mayor McCallon stated and these days many people use their garage to store things rather than put their cars in them.

Jonas Bronk stated we have seen that problem in the past.

Mayor McCallon stated well it is going to be taken care of in the lease.

Jonas Bronk stated that is right.

Mayor Pro Tem Lilburn stated she just wants to add, normally when we do rentals and apartments, we have them sign a multi crime-free agreement. Is that something that we have asked them to do and is that something they have agreed to do?

Community Development Director Mainez stated that is a requirement of the code, so they would have to follow that standard and he thinks that was a condition but if not, it does not matter, they have to participate in that crime-free housing program, which is basic training. It is a one to two-hour seminar. They look at their lease agreements to make sure there are terms in there to make it easy to evict problem tenants, and then there is an inspection by our Police Department, Fire and Code.

Mayor Pro Tem Lilburn stated it might be covered but he does not look like he is familiar with that so she wants to make sure. On Boulder Avenue, there was going to be wrought iron, can you tell me about the purpose for that?

Community Development Director Mainez stated it is a safety barrier for people running across, like Council Member Timmer pointed out, he thinks we actually have an exhibit up there.

Associate Planner Syed stated page 178 are the City Council conditions. He thinks what we are looking at is the packet or resolution that went to Planning Commission.

Mayor McCallon stated essentially there is this 8-foot block wall that is separated from the garages and the carports. The question he has, and he thinks it needs to be an engineering condition of approval, is there needs to be some engineering to take care of the drainage off those roofs and where does that drainage go? He believes there is something in the engineering conditions of approval that talk about that in the drainage section. Because now that we have that 8-foot block wall there, between the carports and the wall, the water from the carports is going to come down between those two and where is it going?

Jonas Bronk stated we have addressed that issue. If you look at this screen here, you can see that the carports are pulled back from the property line.

Mayor McCallon stated he understands but what is the engineering that is going to take that water away?

Jonas Bronk stated well, there is a drain on the back of the carport itself. A leader will come down and take it into the system.

Mayor McCallon stated it is not addressed in our drainage conditions of approval, Public Works Director/City Engineer Zamano. He understands there is something and he just wants to make sure that our Engineering Department is aware.

Jonas Bronk stated he would understand that to be a standard condition and that you cannot drain your water onto somebody else's property in all cases so it has been considered and taken care of.

Mayor McCallon stated as far as engineering and where it is, where does the water go and that sort of thing?

City Manager Hughes stated if you look at the engineering condition under drainage, E30, it basically requires them to drain the entire site to the south of the project which would pull the water away from that wall.

Mayor McCallon stated yes, but it is not going to go south, it is going to go east and west to begin with.

Council Member Timmer stated well they are required under law to maintain the water on the site. So obviously they have some way to transfer the water to put capture for percolation or other reasons. Just make a point with staff to consider this as an issue, in the minutes, how the drainage comes off the larger carports and facilities, how they are going to be handled, and make sure we do not forget to address it. To make sure that it does not slip through the cracks somehow, we need to put it in the minutes.

Mayor McCallon stated yes since we put in this wall at the last minute, my concern is have we adequately taken care of the drainage issue?

Public Works Director/City Engineer Zamano stated Mayor, we can certainly do that to amend the engineering conditions to include the drainage of the area that you have mentioned. That is a concern that has not been addressed in the current engineering conditions, is that acceptable.

Mayor McCallon stated yes.

Mark Bertone, Madole & Associates, stated he is the civil engineer on the project. He will try to save the day here. Running east/west, in the drive aisle along the northern boundary we have a large storm drain so he could see anything that is not intercepted in the gutter at the edge of the roof, you know the roof drain up there. Anything that falls from the sky and gets in that little area we could have a concrete swale with some area drain inlets to an underground pipe that would go around the garage and then tie into the storm drain out in the street. He thinks that would satisfy what you are concerned about.

Mayor McCallon stated that is what he wants to hear.

Mark Bertone stated glad to be of service.

Assistant Public Works Director Bennett stated Mayor, if he may, Engineering Condition 30 is intended to meet that concern. Assistant Community Development Director Stater suggested adding language to that condition and it could help satisfy this. When we are talking about demonstrating how drainage conveyance off-site will replicate pre-development flow, discharge, quantity intensity and demonstrate adequate drainage away from proposed buildings, fences, and walls. This would be our general grading plan review and we would ask that the engineer is going to demonstrate that they are not increasing discharge or intensity to a previous location that was not seeing that drainage.

Mayor McCallon stated okay, but he likes what the engineer just said, the applicant's engineer. The planning conditions of approval, he thinks there needs to be a condition in there that talks about what has to be done before the first occupancy. He thinks we need to add to that the wrought iron fence in the middle of Boulder Avenue needs to be done before the first occupancy.

Associate Planner Syed stated so we would like to add a condition.

Mayor McCallon stated no, he just wants to modify that condition that talks about what has to be done before the condition of approval. The occupancy, first occupancy, there is one in there. He is sorry he cannot find it because he does not have his notes in front of him.

Assistant Public Works Director Bennett stated again Engineering Condition 14 speaks to the improvements for Boulder Avenue.

Mayor McCallon stated there is one in there that talks about what needs to be done before first certificate of occupancy.

Community Development Director Mainez stated Mr. Mayor, you are referring to Planning Condition 11, and it does say Boulder Avenue frontage and perimeter landscaping, paseo, perimeter walls, recreational amenities shall be constructed in advance of the first residential certificate of occupancy. We will add the wrought iron fencing as well.

Mayor McCallon stated we need to add to that and the wrought iron fence in the middle of Boulder.

Community Development Director Mainez stated we will amend that.

Assistant Public Works Director Bennett stated and that is repeated again in Engineering Condition 4 prior to occupancy wrought iron fence shall be constructed.

Mayor McCallon stated in the engineering conditions; he did not see it there.

Assistant Public Works Director Bennett stated it is the second to last sentence. In a raised landscape median with a wrought iron fence along the centerline of the median for the intersection of Eucalyptus and Boulder south to the intersection of Webster.

Mayor McCallon stated yes, it should be built, but it does not say before the first occupancy and that is in the Planning Commission.

City Manager Hughes stated it is covered now in the planning.

Mayor McCallon stated right, it is covered. He believes that is all he had.

City Manager Hughes stated just to clarify, there were three items. The first was the type of tree on Boulder Avenue. Did we specify a tree type so we can include that as the record?

Mayor McCallon stated they mentioned something, he does not know which.

City Manager Hughes stated he just wants to make sure it is clear, the specific tree.

Associate Planner Syed stated he had brought up our discussion with our City landscape architect. He suggested Japanese Zelkova to replace the Crepe Myrtles along Boulder Avenue, if the applicant's team is okay with that.

City Manager Hughes stated okay, and then the second item was drainage away from the walls, going to the east and west direction for runoff from the buildings. The applicant suggested some language regarding concrete swales to remove that. Public Works Director/City Engineer Zamano, do you have a specific section in the engineering conditions you would like to modify to make sure that is clear?

Public Works Director/City Engineer Zamano stated what we can do is add that condition into the drainage section in the engineering conditions to include what City Manager Hughes indicated, that their engineer suggested, that you approved Mayor.

City Manager Hughes stated let us come up with some language, so it is clear, and it does not fall through the cracks. He thinks it would be either Engineering Condition 30 or 31. Either one of those we could add the language to. He thinks it would just be something along the lines of, to ensure that drainage to the east and west of the property is carried away from the perimeter walls, install concrete swales where necessary.

Public Works Director/City Engineer Zamano stated concrete swales and inlet that will collect the runoff and then drain it to the front.

City Manager Hughes stated yes, where necessary. Is that language acceptable to the applicant? Yes, he just gave me the thumbs up. Then the final item was the fence on Boulder Avenue. We are going to modify the planning condition that prior to occupancy the wrought iron fence on Boulder Avenue will be installed in the median. It is Planning Condition 11.

Mayor McCallon stated okay, any other comments or questions?

Council Member Timmer stated he just wants to say a couple of things, just for reference, it is really not a condition or anything. The previous plan to this revision showed Calhoun being an axis out of this project to the north, to Eucalyptus and to Boulder. He understands why we are not doing that. There are some concerns from the residents to do that, however, logically it is practical to do that because this is the only street you could make a left hand turn out of this project onto Boulder. We are already addressing the people walking across Boulder to get to the post office because there is no easy way to get there. No action, it is just soapbox time. The other thing is, do we have in our City's standard designs, an issue on trees? We just talked about trees again and we have the whole street with one species of tree. Back from my educational days, you do not generally put a monoculture of the same species. If you get insect infestation or diseases, you lose

all your trees at the same time. We try to vary the species. We talk about this but they always like to put all the same trees in for visual effect. For the health of the tree, it is not really a good idea. So again, he is off his soapbox. Just be aware that when you plant the same trees or plants, when you have an infestation of insects or disease or some other kind of problems, you can lose them all at the same time.

Mayor McCallon stated what is the Council's pleasure?

Council Member Timmer stated he will move approval of the project with those three revisions we discussed.

Council Member Chavez seconded the motion.

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

- 1) Introduce Ordinance No. 455 to amend the Greenspot Village & Marketplace Specific Plan (SPR 22-001); and
- 2) Adopt City Council Resolution No. 2022-042 to approve Design Review Application (DRA 22-004) subject to the Conditions of Approval and Findings of Fact. Motion carried as amended, 5-0.

City Clerk Hughes introduced Ordinance No. 455

ORDINANCE NO. 455

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, AMENDING THE GREENSPOT VILLAGE & MARKETPLACE
SPECIFIC PLAN (SPR 06-001A) AND MAKING A DETERMINATION THAT THE
ADOPTION OF THIS ORDINANCE IS EXEMPT FROM FURTHER CEQA
REVIEW UNDER CEQA GUIDELINES SECTION 15162, PUBLIC RESOURCES
CODE SECTION 21666 AND GOVERNMENT CODE SECTION 65457

which title was read.

RESOLUTION NO. 2022-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, TO APPROVE DESIGN REVIEW (DRA 22-004) TO
CONSTRUCT 546 MULTI-FAMILY RESIDENTIAL UNITS, A 7,500 SQUARE
FOOT LEASING OFFICE, TWO (2) RECREATION AREAS, AND OUTDOOR
COURTYARDS ON A VACANT 25 ACRE SITE WITHIN PLANNING AREA 2 OF
THE GREENSPOT VILLAGE & MARKETPLACE SPECIFIC PLAN

CITY COUNCIL LEGISLATIVE

17. Sheriff's Department Schedule A Amendment for Fiscal Year 2022/2023

Director of Administrative Services Dantuono gave a brief review of the staff report.

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

- 1) Authorize the Mayor to execute the amended Schedule A contract (FY 2022/2023 for Law Enforcement Services with the San Bernardino County Sheriff's Department when received; and
- 2) Approve the following budget adjustments for FY 2022/2023; Expenditures of \$303,830 from 001-2000-4560 (Contract Services-Police Services) and Revenues of \$13,065 from 001-1450-7100 (Sales Tax) and \$290,765 from 001-1450-9544 (EVWD Police Services Fees). Motion carried, 5-0.

18. Amendment to Measure I Five-Year Capital Improvement Program (Fiscal Years 2021/2022 through 2025/2026)

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

A MOTION was made by Council Member Solano, seconded by Council Member Timmer, to adopt Resolution No. 2022-043 approving the Amended Measure I Five-Year Capital Improvement Program (Fiscal Years 2021/2022 through 2025/2026). Motion carried, 5-0.

RESOLUTION NO. 2022-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, APPROVING AMENDED FIVE-YEAR CAPITAL IMPROVEMENT
PROGRAM FOR MEASURE I LOCAL STREET PROGRAM FOR
FISCAL YEARS 2021/2022 THROUGH 2025/2026

19. Measure I 5-Year Capital Improvement Plan (2022/2023-2026/2027)

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

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

- 1) Approve the Measure I Capital Improvement Plan Expenditure Strategy (2022/2023-2026/2027); and
- 2) Approve Resolution No. 2022-044 adopting the Measure I 5-Year Capital Improvement Plan (2022/2023-2026/2027). Motion carried, 5-0.

RESOLUTION NO. 2022-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY HIGHLAND,
CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL
IMPROVEMENT PLAN FOR FY2022/2023 THROUGH FY2026/2027

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

City Manager Hughes stated thank you Mayor. Just a few things. The audit, the actual field work for the audit will begin in mid-September so we will have our auditors out. On July 27, staff participated in a public workshop held by the San Bernardino Valley Municipal Water District. At the workshop, the District Board explored potential opportunities for the property they purchased. Basically, the old Harmony Project, which is now referred to as the Tres Lagos property. So, they are starting the process, essentially what they are going to do with the site. They are beginning the process now. Staff will stay engaged and we will give you updates on what they plan to do but he does not see any housing going out there. On August 1, staff was informed that SCAG Disadvantaged Communities Active Transportation Planning Initiative, a transformative equity centered visionary tool which the City of Highland was an active participant, was honored by the California Chapter of the American Planning Association, and we will be receiving an award for that. On August 2, the Planning Commission approved entitlements for a small 54,000 square foot warehouse in the northeast corner of Third and Central. Although no tenant was disclosed, construction is anticipated to begin in early fall. On August 4, the Cultural and Historic Preservation Board discussed a potential date and budget for the 25th Annual Citrus Harvest Festival, and we will be bringing that item forward to the City Council in September. You have probably already noticed this; the freeway contractor is starting to do some reconstruction of the cross gutter at the westbound Base Line onramp to provide a smoother transition, so that work is underway. Design and drawings are almost complete for the reconstruction of a 1,000-foot section of trail along Emmerton Lane due to reoccurring erosion problems. We plan on putting that project out to bid within the next few weeks. The Fire Department, for the month of July, responded to 489 medical aids, 9 structure fires, 9 vegetation fires, 10 vehicle fires, 9 hazardous materials responses, 10 ringing alarms, 12 false alarms and 34 public assists. The Sheriff's Department, from July 11 to August 7, had 3,273 calls for service, made 239 reports, and arrested 136 individuals. Saturday, August 27, we will be having a compost giveaway here at City Hall. Saturday, September 10 will be a Highland Improvement Team project. Monday, September 12 a blood drive is being held. Actually, that is a Blood Drive Committee meeting and then Monday, September 26, would be an actual blood drive and that will be held at the Highland Police Station. The illegal dumping work orders for 2022, there were 1,045. So far to date for the month of July, we have had 144. They are definitely out there picking up the trash.

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

Council Member Chavez stated he attended the Sterling Natural Resource Center grand opening. It was a really great event with a great turn out of people. The facility is amazing, and it is great for our community and great for our City. He really enjoyed it and he is glad that it is finally happening.

Mayor Pro Tem Lilburn stated she too attended the opening of the Sterling Natural Resource Center, and it is a beautiful facility. It is a great opportunity for organizations to rent the facility. She also attended John Mura's retirement party and we provided him a proclamation from the City of Highland wishing him well wishes. On August 4, the Airport had their inaugural flight to San Francisco and Provo, Utah. Breeze came in, a lot of people have attended it. The first flight flew in from San Francisco and from Utah. The Mayor of Provo, Utah, was on the flight and the President of Breeze. She had the pleasure of christening the airplane with champagne and it was a nice event. The Highland Senior Center is having its Volunteer Recognition on August 19 to recognize all the volunteers that stuck with us during COVID. We still have about 75 to 100 volunteers. The grant for shopping for seniors is really catching on for those seniors out there that live in Highland and who meet the income qualifications. The Senior Center will go shopping within the budget to pay for groceries and provide seniors with some groceries that they would not necessarily be able to afford. So, if you know of a senior in the City of Highland that could use that help, have them please call us.

ANNOUNCEMENTS

None

CLOSED SESSION

None

ADJOURN

There being no further business, Mayor McCallon adjourned the meeting at 7:18 p.m. in memory of Senator Robert Dutton.

Submitted By:

Approved By:

Betty Hughes, MMC
City Clerk

Larry McCallon
Mayor



STAFF REPORT

TO THE CITY COUNCIL

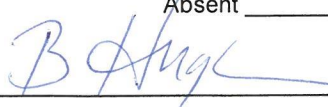
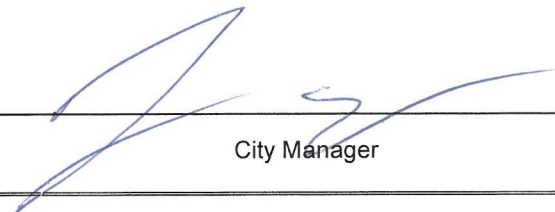
DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Minutes – August 25, 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
AUGUST 25, 2022**

CALL TO ORDER

The special meeting of the City Council of the City of Highland was called to order at 9:30 a.m. by Mayor Pro Tem Lilburn at the Donahue Council Chambers, 27215 Base Line, Highland, California.

ROLL CALL

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

PUBLIC COMMENT (LIMITED TO ITEMS ON THIS AGENDA ONLY)

None

CITY COUNCIL LEGISLATIVE

1. City Clerk's Certification that There are Not More Candidates Than Offices (2) to be Elected in District 2 and District 4

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

A MOTION was made by Mayor Pro Tem Lilburn, seconded by Council Member Chavez, to receive and file the City Clerk's Certification that there are not more candidates than offices (2) to be elected in the City Council District 2, and City Council District 4; appointed Anaeli Solano to office, the one person nominated in District 2; appointed John P. Timmer to office, the one person nominated in District 4; and canceled the election in the two districts. Motion carried, 4-0, with Mayor McCallon being absent.

RESOLUTION NO. 2022-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, PROVIDING FOR THE APPOINTMENT TO TWO CITY COUNCIL
OFFICES FOR DISTRICT 2 AND DISTRICT 4, AND CANCELLING THE
NOVEMBER 8, 2022 MUNICIPAL ELECTION IN THOSE DISTRICTS

ADJOURN

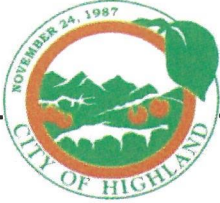
There being no further business, Mayor Pro Tem Lilburn adjourned the meeting at 9:33 a.m.

Submitted By:

Approved By:

Betty Hughes, MMC
City Clerk

Larry McCallon
Mayor



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Leticia Nava-Cruz, Accounting Supervisor

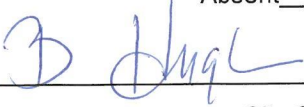
SUBJECT: Warrant Register #745

RECOMMENDATION: City Council to approve Warrant Register #745; Warrants in the amount of \$2,988,001.50 and Payroll in the amount of \$222,438,98.

FISCAL IMPACT: The total of Cash and Expenditures is \$3,210,440.48.

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

BACKGROUND: See Printouts Attached.

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

CITY OF HIGHLAND
WARRANT REGISTER #745
September 13, 2022

Warrants:

8/9/2022 Ck#85706-85730	202,076.95
8/12/2022 Payroll Wire #703-706 & Ck #85731-85732	64,017.74
8/16/2022 Ck#85733-85773 & Wire 1002178755	1,207,194.66
8/23/2022 Ck#85774-85802	1,248,909.74
8/26/2022 Payroll Wire #707-710 & Ck #85803-85804	66,064.77
8/30/2022 Ck#85805-85836	112,686.09
9/6/2022 Ck#85837-85862 & Wire 1002192745	87,051.55

Total Warrants \$2,988,001.50

Payroll:

8/12/2022 Direct Deposits #12062-12103	108,585.10
8/12/2022 Ck #667	283.81
8/26/2022 Direct Deposits #12104-12145	113,286.26
8/26/2022 Ck #668	283.81

Total Payroll \$ 222,438.98

Total Warrants & Payroll \$3,210,440.48

APPROVED BY:

Larry McCallon
Finance Subcommittee

John Timmer
Finance Subcommittee



Joseph A. Hughes
City Manager



Chuck Dantuono
Director of Administrative
Services/City Treasurer

Voucher List
CITY OF HIGHLAND

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Voucher	Date	Vendor	Description/Account	Amount
85706	8/9/2022	000165 AT&T	CORP YARD - AUG CORP YARD - AUG 004.8310.4060	1,022.30 Total : 1,022.30
85707	8/9/2022	000165 AT&T	CITY HALL - AUG CITY HALL - AUG 042.9510.4060	838.85 Total : 838.85
85708	8/9/2022	002921 C&M WEED ABATEMENT	CITY LOTS - WEED ABATEMENT CITY LOTS - WEED ABATEMENT 001.4600.4545	5,100.00 Total : 5,100.00
85709	8/9/2022	005926 CALIFORNIA INTERGOVERNMENTAL	FY 22/23 DEADLY WEAPONS PREMIUM FY 22/23 DEADLY WEAPONS PREMIUM 041.9500.4360	378.46 Total : 378.46
85710	8/9/2022	006099 CHARTER COMMUNICATIONS	POLICE - TELE/INT SERVICE - AUG POLICE - TELE/INT SERVICE - AUG 001.2000.4065 CORP YARD - TELE/INT SVC - AUG CORP YARD - TELE/INT SVC - AUG 004.8310.4060	1,154.54 Total : 672.32 1,826.86
85711	8/9/2022	000143 COMMUNITY WORKS DESIGN GROUP	PLAN CHECK GENERAL - JUN PLAN CHECK GENERAL - JUN 001.4100.4547 DRA 21-004/CUP 21-006 PLAN CHECK - JUN DRA 21-004/CUP 21-006 PLAN CHECK - JUN 001.4100.4547 DRA 21-007 PLAN CHECK - JUN DRA 21-007 PLAN CHECK - JUN 001.4100.4547 TTM 18-001 CLOSED PLAN CHECK-JUN	1,472.50 1,937.50

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Voucher	Date	Vendor	Description/Account	Amount
85711	8/9/2022	000143 COMMUNITY WORKS DESIGN GROUP	(Continued)	
			TTM 18-001 CLOSED PLAN CHECK-JUN	
			001.4100.4547	1,627.50
			CUP 16-006 CLOSED PLAN CHECK- JUN	
			CUP 16-006 CLOSED PLAN CHECK- JUN	
			001.4100.4547	310.00
			SPR 22-001 PLAN CHECK - JUN	
			SPR 22-001 PLAN CHECK - JUN	
			001.4100.4547	775.00
			TRA20001 DE GCF-JUN	
			TRA20001 DE GCF-JUN	
			023.3890.6816	2,190.51
			TRA20001 DE RTP-JUN	
			TRA20001 DE RTP-JUN	
			030.8495.6816	3,024.99
			Total :	12,423.00
85712	8/9/2022	005394 DATA TICKET, INC.	PARKING CITATIONS-JUN	
			PARKING CITATIONS-JUN	
			001.1700.4516	8.22
			Total :	8.22
85713	8/9/2022	000085 EAST VALLEY WATER DISTRICT	BOULDER MEDIAN-JUL	
			BOULDER MEDIAN-JUL	
			004.8310.4030	321.38
			BOULDER MEDIAN-JUL	
			BOULDER MEDIAN-JUL	
			004.8310.4030	290.90
			LMD 02 - E-JUL	
			LMD 02 - E-JUL	
			012.8500.4030	678.67
			LMD 48C-JUL	
			LMD 48C-JUL	
			012.8500.4030	1,492.70
			LMD 48C-JUL	
			LMD 48C-JUL	
			012.8500.4030	242.21
			LMD 48-JUL	

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Voucher	Date	Vendor	Description/Account	Amount
85713	8/9/2022	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 48-JUL	
			012.8500.4030	1,020.78
			LMD 48B-JUL	
			LMD 48B-JUL	
			012.8500.4030	802.55
			LMD 31-JUL	
			LMD 31-JUL	
			012.8500.4030	381.37
			LMD 00 - BASELINE-JUL	
			LMD 00 - BASELINE-JUL	
			012.8500.4030	529.32
			LMD 22-JUL	
			LMD 22-JUL	
			012.8500.4030	196.48
			LMD 03 -YARNELL-JUL	
			LMD 03 -YARNELL-JUL	
			012.8500.4030	48.63
			LMD 02 - A-JUL	
			LMD 02 - A-JUL	
			012.8500.4030	74.09
			LMD 03 - BASELINE-JUL	
			LMD 03 - BASELINE-JUL	
			012.8500.4030	115.64
			LMD 20 - BASELINE-JUL	
			LMD 20 - BASELINE-JUL	
			012.8500.4030	312.85
			LMD 01 - A-JUL	
			LMD 01 - A-JUL	
			012.8500.4030	125.80
			LMD 70-JUL	
			LMD 70-JUL	
			012.8500.4030	250.26
			LMD 36-JUL	
			LMD 36-JUL	
			012.8500.4030	225.10
			LMD 35-JUL	
			LMD 35-JUL	

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Voucher	Date	Vendor	Description/Account	Amount
85713	8/9/2022	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			012.8500.4030	92.78
			LMD 06-JUL	
			LMD 06-JUL	
			012.8500.4030	44.52
			LMD 01 - B-JUL	
			LMD 01 - B-JUL	
			012.8500.4030	87.70
			BEATTIE - IRRIGATION-JUL	
			BEATTIE - IRRIGATION-JUL	
			001.6000.4030	8,748.21
			LMD 30-JUL	
			LMD 30-JUL	
			012.8500.4030	615.72
			LMD 39-JUL	
			LMD 39-JUL	
			012.8500.4030	723.16
			CANYON OAKS PARK-JUL	
			CANYON OAKS PARK-JUL	
			016.8540.4030	678.13
			LMD 02 - B-JUL	
			LMD 02 - B-JUL	
			012.8500.4030	406.26
			LMD 13-JUL	
			LMD 13-JUL	
			012.8500.4030	304.75
			LMD 02 - D-JUL	
			LMD 02 - D-JUL	
			012.8500.4030	172.67
			LMD 02 - C-JUL	
			LMD 02 - C-JUL	
			012.8500.4030	277.10
			LMD 08-JUL	
			LMD 08-JUL	
			012.8500.4030	266.65
			LMD 20 - STREATER-JUL	
			LMD 20 - STREATER-JUL	
			012.8500.4030	122.29

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Voucher	Date	Vendor	Description/Account	Amount
85713	8/9/2022	000085 EAST VALLEY WATER DISTRICT	(Continued) LMD 70 IRRIGATION-JUL LMD 70 IRRIGATION-JUL 012.8500.4030	861.83
Total :				20,510.50
85714	8/9/2022	002190 ENGINEERING RESOURCES OF SO CA	STR07004A DE RDA07-JUL STR07004A DE RDA07-JUL 010.3830.6600	220.00
Total :				220.00
85715	8/9/2022	004418 FAILSAFE TESTING, LLC	FS#1-3: ANNUAL GROUND LADDER TESTING FS#1-3: ANNUAL GROUND LADDER TESTING 029.2100.4242 FS#1-3: ANNUAL GROUND LADDER TESTING FS#1-3: ANNUAL GROUND LADDER TESTING 029.2100.4242 FS#1-3: ANNUAL GROUND LADDER TESTING FS#1-3: ANNUAL GROUND LADDER TESTING 029.2100.4242	329.00 1,350.00
Total :				556.75
85716	8/9/2022	005018 FLYERS ENERGY, LLC	FUEL-JUL FUEL-JUL 001.2000.4220 FUEL-JUL 001.4200.4220 FUEL-JUL 001.4600.4220 FUEL-JUL 001.6000.4220 FUEL-JUL 001.6010.4220 FUEL-JUL 004.8310.4220 FUEL-JUL 012.8500.4220 FUEL-JUL	6,374.73 85.13 124.02 187.88 143.71 529.55 96.66

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Voucher	Date	Vendor	Description/Account	Amount
85716	8/9/2022	005018 FLYERS ENERGY, LLC	(Continued)	
			024.8470.4220	13.52
			FUEL-JUL	
			028.2050.4220	1,154.75
			FUEL-JUL	
			029.2100.4220	1,154.75
			FUEL-JUL	
			042.9510.4220	171.33
			FUEL-JUL	
			016.8540.4220	96.66
			FUEL-JUL	
			FUEL-JUL	
			001.2000.4220	6,263.74
			FUEL-JUL	
			001.4200.4220	83.65
			FUEL-JUL	
			001.4600.4220	121.86
			FUEL-JUL	
			001.6000.4220	184.61
			FUEL-JUL	
			001.6010.4220	141.20
			FUEL-JUL	
			004.8310.4220	520.33
			FUEL-JUL	
			012.8500.4220	94.97
			FUEL-JUL	
			016.8540.4220	94.97
			FUEL-JUL	
			024.8470.4220	13.28
			FUEL-JUL	
			028.2050.4220	1,134.64
			FUEL-JUL	
			029.2100.4220	1,134.64
			FUEL-JUL	
			042.9510.4220	168.35
Total :				20,088.93
85717	8/9/2022	002710 HERNANDEZ, KROONE & ASSOCIATES	SPR22-001-JUN	

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Voucher	Date	Vendor	Description/Account	Amount
85717	8/9/2022	002710 HERNANDEZ, KROONE & ASSOCIATES	(Continued) SPR22-001-JUN 001.3200.4551	2,670.00 Total : 2,670.00
85718	8/9/2022	001996 HINDERLITER DE LLAMAS & ASSOC	SALES TAX AUDITS SALES TAX AUDIT 07/22-09/22 001.1450.4505	450.00 Total : 450.00
85719	8/9/2022	001618 INNOVATIVE FEDERAL STRATEGIES	PROFESSIONAL SERVICES - AUG PROFESSIONAL SERVICES - AUG 023.3890.4554	3,000.00 Total : 3,000.00
85720	8/9/2022	005310 KOA CORPORATION	STR17001-DE COSB-JUN STR17001-DE COSB-JUN 027.8490.6530 STR17001-DE ART3-JUN STR17001-DE ART3-JUN 005.8320.6530 STR17001-DE MSRI-JUN STR17001-DE MSRI-JUN 017.8350.6530	0.38 143.98 78.14 Total : 222.50
85721	8/9/2022	000207 KONICA MINOLTA	COPIER MAINT-JUL OLD COPIER COPIER MAINT-JUL OLD COPIER 042.9510.4205 COPIER MAINT-JUL COPIER MAINT-JUL 042.9510.4205	1,173.64 6.16 Total : 1,179.80
85722	8/9/2022	000168 LETICIA NAVA-CRUZ, PETTY CASH	PETTY CASH - JUL & AUG PETTY CASH - JUL & AUG 001.0020	242.50 Total : 242.50

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Voucher	Date	Vendor	Description/Account	Amount
85723	8/9/2022	005326 RP LANDSCAPE & IRRIGATION	LMD 00 BASELINE LANDSCAPING MAINT-JUL	
			LMD 00 BASELINE LANDSCAPING MAINT-JUL	
			012.8500.4585	260.00
			LMD 03 YARNELL LANDSCAPING MAINT-JUL	
			012.8500.4585	150.00
			LMD 01A LANDSCAPING MAINT-JUL	
			012.8500.4585	125.00
			LMD 01B LANDSCAPING MAINT-JUL	
			012.8500.4585	125.00
			LMD 02 LANDSCAPING MAINT-JUL	
			012.8500.4585	660.00
			LMD 03A LANDSCAPING MAINT-JUL	
			012.8500.4585	110.00
			LMD 03B LANDSCAPING MAINT-JUL	
			012.8500.4585	110.00
			LMD 04 LANDSCAPING MAINT-JUL	
			012.8500.4585	40.00
			LMD 07 LANDSCAPING MAINT-JUL	
			012.8500.4585	50.00
			LMD 08 LANDSCAPING MAINT-JUL	
			012.8500.4585	142.00
			LMD 09 LANDSCAPING MAINT-JUL	
			012.8500.4585	982.00
			LMD 10 LANDSCAPING MAINT-JUL	
			012.8500.4585	1,936.00
			LMD 11 LANDSCAPING MAINT-JUL	
			012.8500.4585	446.00
			LMD 13 LANDSCAPING MAINT-JUL	
			012.8500.4585	100.00
			LMD 15 LANDSCAPING MAINT-JUL	
			012.8500.4585	430.00
			LMD 16 LANDSCAPING MAINT-JUL	
			012.8500.4585	26.00
			LMD 17 LANDSCAPING MAINT-JUL	
			012.8500.4585	586.00
			LMD 20 BASELINE LANDSCAPING MAINT-JUL	
			012.8500.4585	166.00

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Voucher	Date	Vendor	Description/Account	Amount
85723	8/9/2022	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			LMD 20 STREATER LANDSCAPING MAINT-JUL	
			012.8500.4585	124.00
			LMD 21 LANDSCAPING MAINT-JUL	
			012.8500.4585	124.00
			LMD 22 LANDSCAPING MAINT-JUL	
			012.8500.4585	150.00
			LMD 24 LANDSCAPING MAINT-JUL	
			012.8500.4585	26.00
			LMD 25 LANDSCAPING MAINT-JUL	
			012.8500.4585	160.00
			LMD 29 LANDSCAPING MAINT-JUL	
			012.8500.4585	160.00
			LMD 30 LANDSCAPING MAINT-JUL	
			012.8500.4585	720.00
			LMD 31 LANDSCAPING MAINT-JUL	
			012.8500.4585	470.00
			LMD 34 LANDSCAPING MAINT-JUL	
			012.8500.4585	260.00
			LMD 35 LANDSCAPING MAINT-JUL	
			012.8500.4585	182.00
			LMD 36 LANDSCAPING MAINT-JUL	
			012.8500.4585	280.00
			LMD 37 LANDSCAPING MAINT-JUL	
			012.8500.4585	350.00
			LMD 39 LANDSCAPING MAINT-JUL	
			012.8500.4585	455.00
			LMD 43 LANDSCAPING MAINT-JUL	
			012.8500.4585	150.00
			LMD 44 LANDSCAPING MAINT-JUL	
			012.8500.4585	2,542.00
			LMD 47 LANDSCAPING MAINT-JUL	
			012.8500.4585	176.00
			LMD 48 LANDSCAPING MAINT-JUL	
			012.8500.4585	2,070.00
			LMD 54 LANDSCAPING MAINT-JUL	
			012.8500.4585	512.00

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Voucher	Date	Vendor	Description/Account	Amount
85723	8/9/2022	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			LMD 55 LANDSCAPING MAINT-JUL	
			012.8500.4585	450.00
			LMD 59 LANDSCAPING MAINT-JUL	
			012.8500.4585	20.00
			LMD 61 LANDSCAPING MAINT-JUL	
			012.8500.4585	310.00
			LMD 63 LANDSCAPING MAINT-JUL	
			012.8500.4585	100.00
			LMD 70 LANDSCAPING MAINT-JUL	
			012.8500.4585	550.00
			LMD 76 LANDSCAPING MAINT-JUL	
			012.8500.4585	150.00
			LMD 68 LANDSCAPING MAINT-JUL	
			012.8500.4585	490.00
			LMD 69 LANDSCAPING MAINT-JUL	
			012.8500.4585	95.00
			LMD 73 LANDSCAPING MAINT-JUL	
			012.8500.4585	245.00
			Total :	17,765.00
85724	8/9/2022	000203 SOUTHERN CALIFORNIA EDISON	HIGHLAND AVE ALPR-JUL	
			HIGHLAND AVE ALPR-JUL	
			001.2000.4062	19.35
			POLICE STATION-JUL	
			POLICE STATION-JUL	
			001.2000.4010	9,847.92
			BASELINE MEDIAN-JUL	
			BASELINE MEDIAN-JUL	
			004.8310.4010	19.78
			LS#3-JUL	
			LS#3-JUL	
			013.8510.4011	143.83
			LS 2 B CITY WIDE STREET LIGHTS-JUL	
			LS 2 B CITY WIDE STREET LIGHTS-JUL	
			013.8510.4011	13,800.80
			CITY HALL-JUL	
			CITY HALL-JUL	

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Voucher	Date	Vendor	Description/Account	Amount
85724	8/9/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			042.9510.4010	3,318.73
			LS3 - JUL	
			LS3 - JUL	
			013.8510.4011	55.86
			SIGNALS-JUL	
			SIGNALS-JUL	
			004.8310.4580	59.65
			SIGNALS-JUL	
			013.8510.4011	51.84
			CORPORATION YARD-JUL	
			CORPORATION YARD-JUL	
			004.8310.4010	1,080.87
			LS#3-JUL	
			LS#3-JUL	
			013.8510.4011	21.04
			TRAFFIC SIGNAL BASE LINE-JUL	
			TRAFFIC SIGNAL BASE LINE-JUL	
			004.8310.4580	140.33
			LS#2-JUL	
			LS#2-JUL	
			013.8510.4011	998.68
			LS#1-JUL	
			LS#1-JUL	
			013.8510.4011	6,997.13
			LS#3-JUL	
			LS#3-JUL	
			013.8510.4011	20.18
			BASELINE MEDIAN-JUL	
			BASELINE MEDIAN-JUL	
			004.8310.4010	13.00
			LIBRARY/ELC-JUL	
			LIBRARY/ELC-JUL	
			001.6000.4010	8,282.98
			LS2-B-JUL	
			LS2-B-JUL	
			013.8510.4011	16.91
			EVC STATIONS-JUL	

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Voucher	Date	Vendor	Description/Account	Amount
85724	8/9/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued) EVC STATIONS-JUL 042.9510.4012 OAK CREEK PARK-JUL OAK CREEK PARK-JUL 016.8540.4010 STATION #3-JUL STATION #3-JUL 028.2050.4010 STATION #3-JUL 029.2100.4010 VICTORIA AVE AND 3RD ST-JUL VICTORIA AVE AND 3RD ST-JUL 004.8310.4580	792.08 21.21 1,283.49 1,283.48 110.15
			Total :	48,379.29
85725	8/9/2022	005698 SOUTHERN CALIFORNIA NEWS GROUP	CHF - REDLANDS DAILY ADS - MAR CHF - REDLANDS DAILY ADS - MAR 051.1471	867.00
			Total :	867.00
85726	8/9/2022	000208 STAPLES CREDIT PLAN	LOGI WAVE WLESS KE LOGI WAVE WLESS KE 001.4200.4200	129.28
			Total :	129.28
85727	8/9/2022	004920 TKE ENGINEERING	HOUSING AUTHORITY-JUN HOUSING AUTHORITY-JUN 070.7000.4611 BRG12001 PM DIF REG - JUN BRG12001 PM DIF REG - JUN 007.8330.6813 STR18001 PM RDA07 - JUN STR18001 PM RDA07 - JUN 010.3830.6550 SWK21-001 PM MSRI - JUN SWK21-001 PM MSRI - JUN 017.8350.6530	3,422.50 747.50 977.50 57.50

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Voucher	Date	Vendor	Description/Account	Amount
85727	8/9/2022	004920 TKE ENGINEERING	(Continued) SWK21-001 DE MSRI -JUN SWK21-001 DE MSRI -JUN 017.8350.6530 SWK21-001 DE ART3-JUN SWK21-001 DE ART3-JUN 005.8320.6545	5,019.79
			Total :	6,135.31
85728	8/9/2022	000197 U.S. BANK	2015 TAB ADMIN 4/1/22-3/31/23 2015 TAB ADMIN 4/1/22-3/31/23 089.8090.4554	2,200.00
			Total :	2,200.00
85729	8/9/2022	000979 VERIZON WIRELESS	AIR CARD - JUL AIR CARD - JUL 001.2000.4061	38.01
			Total :	38.01
85730	8/9/2022	006001 YUNEX LLC	VICTORIA & 5TH KD CABINET VICTORIA & 5TH KD CABINET 004.8310.4580 BRG 04-004A DIF REG NON PART - SOLAR BRG 04-004A DIF REG NON PART - SOLAR 007.8330.6813 29316 GOLD BUCKLE SLT KD #70585H 29316 GOLD BUCKLE SLT KD #70585H 013.8510.4664 BOULDER & WEBSTER KD STL BOULDER & WEBSTER KD STL 004.8310.4580 CHURCH & GARDEN STL INSTALL #50446H CHURCH & GARDEN STL INSTALL #50446H 013.8510.4664 3RD WO PALM STL INSTALL #30328H 3RD WO PALM STL INSTALL #30328H 013.8510.4664 GREENSPOT & GOLD BUCKLE #70385H STL	15,995.57
				8,418.05
				1,438.68
				4,268.30
				4,600.00
				4,600.00

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Voucher	Date	Vendor	Description/Account	Amount
85730	8/9/2022	006001 YUNEX LLC	(Continued) GREENSPOT & GOLD BUCKLE #70385H STL 013.8510.4664	4,600.00

Total : 43,920.60

25 Vouchers for bank code : wfb

Bank total : 202,076.95

25 Vouchers in this report

Total vouchers : 202,076.95

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Voucher	Date	Vendor	Description/Account	Amount
703	8/12/2022	000003 ICMA RETIREMENT TRUST-457	ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment	
			001.1170	8,991.27
			ICMA DEFERRED COMP 457: Payment	
			004.1170	993.68
			ICMA DEFERRED COMP 457: Payment	
			010.1170	819.24
			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	335.21
			ICMA DEFERRED COMP 457: Payment	
			070.1170	296.32
			Total :	11,465.72
704	8/12/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	EPMC: PAYMENT	
			PERS: Payment	
			004.1145	2,973.07
			PERS: Payment	
			006.1145	621.85
			PERS: Payment	
			010.1145	1,015.32
			PERS: Payment	
			012.1145	186.31
			PERS: Payment	
			016.1145	186.32
			PERS: Payment	
			023.1145	122.08
			PERS: Payment	
			024.1145	20.48
			PERS: Payment	
			041.1145	474.10

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Voucher	Date	Vendor	Description/Account	Amount
704	8/12/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			PERS: Payment	
			042.1145	807.37
			PERS: Payment	
			070.1145	821.06
			PERS SURVIVOR: Payment	
			001.1145	24.27
			PERS SURVIVOR: Payment	
			004.1145	4.61
			PERS SURVIVOR: Payment	
			006.1145	1.29
			PERS SURVIVOR: Payment	
			010.1145	1.10
			PERS SURVIVOR: Payment	
			012.1145	0.56
			PERS SURVIVOR: Payment	
			016.1145	0.56
			PERS SURVIVOR: Payment	
			023.1145	0.28
			PERS SURVIVOR: Payment	
			024.1145	0.04
			PERS SURVIVOR: Payment	
			041.1145	0.32
			PERS SURVIVOR: Payment	
			042.1145	1.64
			EPMC: Payment	
			001.1145	557.88
			EPMC: Payment	
			004.1145	128.73
			EPMC: Payment	
			006.1145	20.79
			EPMC: Payment	
			010.1145	44.18
			EPMC: Payment	
			012.1145	2.50
			EPMC: Payment	
			016.1145	2.50

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
704	8/12/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			EPMC: Payment	
			023.1145	6.96
			EPMC: Payment	
			024.1145	0.60
			EPMC: Payment	
			041.1145	33.20
			EPMC: Payment	
			042.1145	12.06
			EPMC: Payment	
			070.1145	57.44
			PERS: Payment	
			001.1145	14,056.35
			PERS SURVIVOR: Payment	
			070.1145	0.67
			Total :	22,186.49
705	8/12/2022	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT	
			MEDICARE: Payment	
			010.1140	188.00
			MEDICARE: Payment	
			012.1140	43.92
			MEDICARE: Payment	
			016.1140	43.92
			MEDICARE: Payment	
			023.1140	25.68
			MEDICARE: Payment	
			024.1140	4.92
			MEDICARE: Payment	
			041.1140	80.06
			MEDICARE: Payment	
			042.1140	190.00
			MEDICARE: Payment	
			070.1140	140.88
			FEDERAL TAXES: Payment	
			001.1120	11,801.33
			FEDERAL TAXES: Payment	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
705	8/12/2022	000119 INTERNAL REVENUE SERVICE	(Continued)	
			004.1120	2,507.99
			FEDERAL TAXES: Payment	
			006.1120	590.78
			FEDERAL TAXES: Payment	
			010.1120	920.65
			FEDERAL TAXES: Payment	
			012.1120	94.26
			FEDERAL TAXES: Payment	
			016.1120	94.27
			FEDERAL TAXES: Payment	
			023.1120	77.83
			FEDERAL TAXES: Payment	
			024.1120	16.50
			FEDERAL TAXES: Payment	
			041.1120	443.26
			FEDERAL TAXES: Payment	
			042.1120	547.77
			FEDERAL TAXES: Payment	
			070.1120	706.15
			SOCIAL SECURITY: Payment	
			001.1140	618.88
			MEDICARE: Payment	
			001.1140	2,971.82
			MEDICARE: Payment	
			004.1140	601.50
			MEDICARE: Payment	
			006.1140	132.54
			Total :	22,842.91
706	8/12/2022	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT	
			STATE TAXES: Payment	
			001.1130	4,490.21
			STATE TAXES: Payment	
			004.1130	986.63
			STATE TAXES: Payment	
			006.1130	235.37

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
706	8/12/2022	000001 CALIF STATE EMPLOYMENT	(Continued)	
			STATE TAXES: Payment	
			010.1130	354.55
			STATE TAXES: Payment	
			012.1130	38.30
			STATE TAXES: Payment	
			016.1130	38.29
			STATE TAXES: Payment	
			023.1130	22.16
			STATE TAXES: Payment	
			024.1130	6.17
			STATE TAXES: Payment	
			041.1130	180.24
			STATE TAXES: Payment	
			042.1130	203.67
			STATE TAXES: Payment	
			070.1130	275.38
			Total :	6,830.97
85731	8/12/2022	003804 AFLAC WWHQ	AFLAC ACCIDENT INSURANCE: PAYMENT	
			AFLAC ACCIDENT INSURANCE: Payment	
			001.1181	108.78
			AFLAC ACCIDENT INSURANCE: Payment	
			004.1181	13.96
			AFLAC ACCIDENT INSURANCE: Payment	
			012.1181	3.58
			AFLAC ACCIDENT INSURANCE: Payment	
			016.1181	3.56
			AFLAC ACCIDENT INSURANCE: Payment	
			023.1181	5.81
			AFLAC ACCIDENT INSURANCE: Payment	
			024.1181	0.27
			AFLAC CANCER INSURANCE: Payment	
			001.1181	18.63
			AFLAC DISABILITY INSURANCE: Payment	
			001.1181	278.30
			AFLAC DISABILITY INSURANCE: Payment	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85731	8/12/2022	003804 AFLAC WWHQ	(Continued)	
			004.1181	24.70
			AFLAC DISABILITY INSURANCE: Payment	
			012.1181	6.29
			AFLAC DISABILITY INSURANCE: Payment	
			016.1181	6.29
			AFLAC DISABILITY INSURANCE: Payment	
			024.1181	0.50
			AFLAC HOSPITAL INSURANCE: Payment	
			001.1181	143.66
			AFLAC HOSPITAL INSURANCE: Payment	
			012.1181	6.71
			AFLAC HOSPITAL INSURANCE: Payment	
			016.1181	6.70
			AFLAC HOSPITAL INSURANCE: Payment	
			023.1181	12.31
			AFLAC DENTAL: Payment	
			001.1181	27.89
			AFLAC DENTAL: Payment	
			004.1181	0.56
			AFLAC DENTAL: Payment	
			041.1181	1.66
			AFLAC DENTAL: Payment	
			070.1181	0.55
			AFLAC SPECIFIED HEALTH INS: Payment	
			001.1181	2.96
			AFLAC SPECIFIED HEALTH INS: Payment	
			012.1181	1.49
			AFLAC SPECIFIED HEALTH INS: Payment	
			016.1181	1.49
			Total :	676.65
85732	8/12/2022	000433 ARROWHEAD UNITED WAY	ARROWHEAD UNITED WAY: PAYMENT	
			ARROWHEAD UNITED WAY: Payment	
			001.1180	11.27
			ARROWHEAD UNITED WAY: Payment	
			004.1180	0.76

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Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85732	8/12/2022	000433 ARROWHEAD UNITED WAY	(Continued)	
			ARROWHEAD UNITED WAY: Payment	
			041.1180	2.26
			ARROWHEAD UNITED WAY: Payment	
			070.1180	0.71
			Total :	15.00
6 Vouchers for bank code : wfb				Bank total : 64,017.74
6 Vouchers in this report				Total vouchers : 64,017.74

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85733	8/16/2022	003899 ANIMAL MEDICAL HOSPITAL ASSOC	VOUCHER 23-0002 VOUCHER 23-0002 001.2200.4344	50.00
Total :				50.00
85734	8/16/2022	000774 ARROWHEAD CREDIT UNION-DEPT 91	CASQA CONF: FLOREZ CASQA CONF: FLOREZ 001.4200.4320 DRI CRASH PLAN-JUL DRI CRASH PLAN-JUL 042.9510.4208 ZOOM MEETINGS-JUL ZOOM MEETINGS-JUL 042.9510.4310	750.00 19.98
Total :				110.00
85735	8/16/2022	000165 AT&T	WHITE PAGES - AUG WHITE PAGES - AUG 042.9510.4060	18.51
Total :				18.51
85736	8/16/2022	003372 BEST PRICE AUTO GLASS	VEH #133 BROKEN WINDOW VEH #133 BROKEN WINDOW 042.9510.4240	195.38
Total :				195.38
85737	8/16/2022	005324 CHARLES ABBOTT ASSOCIATES, INC	FIRE MARSHALL-JUN FIRE MARSHALL-JUN 029.2100.4540	4,866.25
Total :				4,866.25
85738	8/16/2022	005553 CLARK PEST CONTROL OF STOCKTON	YMCA - PEST CONTROL YMCA - PEST CONTROL 001.6000.4589 PD - PEST CONTROL PD - PEST CONTROL 001.2000.4589	96.00 102.00

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85738	8/16/2022	005553	005553 CLARK PEST CONTROL OF STOCK1 (Continued)	
			Total :	198.00
85739	8/16/2022	000143	COMMUNITY WORKS DESIGN GROUP TRAILS: REPAIR DESIGN & DRAW-EMMERTON TRAILS: REPAIR DESIGN & DRAW-EMMERTON 001.4100.4547	
			Total :	4,280.75
85740	8/16/2022	003606	COUNTY OF MARIN/CAL-SLA STREET LIGHT ASSOC DUES 22/23 STREET LIGHT ASSOC DUES 22/23 013.8510.4310	
			Total :	1,260.00
85741	8/16/2022	000213	DAILY JOURNAL CORPORATION CUP22-004 NEWSPAPER PUBLICATIONS-AUG CUP22-004 NEWSPAPER PUBLICATIONS-AUG 001.1200.4300 NEWSPAPER PUBLICATIONS-AUG NEWSPAPER PUBLICATIONS-AUG 001.1200.4300	
				247.32
			Total :	306.86
85742	8/16/2022	000324	DIB'S SAFE & LOCK SERVICE PD KEYS PD KEYS 001.2000.4070	
			Total :	8.16
85743	8/16/2022	000085	EAST VALLEY WATER DISTRICT ATHLETIC CTR-JUL ATHLETIC CTR-JUL 001.6000.4030 COMMUNITY PARK-JUL COMMUNITY PARK-JUL 001.6000.4030 LMD 34-JUL LMD 34-JUL 012.8500.4030 CUNNINGHAM PARK-JUL CUNNINGHAM PARK-JUL 016.8540.4030 COMM. CTR-JUL COMM. CTR-JUL	
				269.95
				9,210.49
				138.50
				1,711.91

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85743	8/16/2022	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			001.6000.4030	52.70
			LMD 30-JUL	
			LMD 30-JUL	
			012.8500.4030	229.05
			LMD 10-JUL	
			LMD 10-JUL	
			012.8500.4030	1,058.81
			OAK CREEK PARK-JUL	
			OAK CREEK PARK-JUL	
			016.8540.4030	1,323.66
			LMD 10-JUL	
			LMD 10-JUL	
			012.8500.4030	576.90
			LIBRARY / ELC-JUL	
			LIBRARY / ELC-JUL	
			001.6000.4030	70.27
			CORP YARD-JUL	
			CORP YARD-JUL	
			004.8310.4030	70.27
			CORP YARD-JUL	
			CORP YARD-JUL	
			004.8310.4030	144.15
			CORP YARD-JUL	
			CORP YARD-JUL	
			004.8310.4030	830.69
			COMM. CTR - IRRIGATION-JUL	
			COMM. CTR - IRRIGATION-JUL	
			001.6000.4030	767.16
			LIBRARY / ELC-JUL	
			LIBRARY / ELC-JUL	
			001.6000.4030	648.02
			YMCA COMMUNITY PARK-JUL	
			YMCA COMMUNITY PARK-JUL	
			001.6000.4030	196.79
			LIBRARY / ELC-JUL	
			LIBRARY / ELC-JUL	
			001.6000.4030	311.94

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Voucher	Date	Vendor	Description/Account	Amount
85743	8/16/2022	000085 EAST VALLEY WATER DISTRICT	(Continued) ATHLETIC CTR-JUL ATHLETIC CTR-JUL 001.6000.4030 COMMUNITY PARK-JUL COMMUNITY PARK-JUL 001.6000.4030	35.14
				52.70
				Total : 17,699.10
85744	8/16/2022	000090 FEDEX	OVERNIGHT MAIL CUP16-006 OVERNIGHT MAIL CLOSED PROJECT 001.4100.4210 DRA21-007 OVERNIGHT MAIL 001.4100.4210 OVERNIGHT MAIL 001.4100.4210	28.10
				28.80
				25.42
				Total : 82.32
85745	8/16/2022	005739 GORITZ, CAMILLE	MILEAGE REIMB- JULY MILEAGE REIMB- JULY 001.4100.4332	10.00
				Total : 10.00
85746	8/16/2022	000108 HIGH TECH SECURITY	CORP YARD - CCTV MAINT CORP YARD - CCTV MAINT 004.8310.4066 CITY HALL - BURG BATTERY CITY HALL - BURG BATTERY 042.9510.4066 FS#1 FIRE ANNUAL INSP 22/23 FS#1 FIRE ANNUAL INSP 22/23 028.2050.4224 FS#1 FIRE ANNUAL INSP 22/23 029.2100.4224 FS#2 FIRE ANNUAL INSP 22/23 FS#2 FIRE ANNUAL INSP 22/23 028.2050.4224 FS#2 FIRE ANNUAL INSP 22/23	90.00
				125.00
				90.00
				90.00
				90.00

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Voucher	Date	Vendor	Description/Account	Amount
85746	8/16/2022	000108 HIGH TECH SECURITY	(Continued)	
			029.2100.4224	90.00
			FS#3 FIRE ANNUAL INSP 22/23	
			FS#3 FIRE ANNUAL INSP 22/23	
			028.2050.4224	90.00
			FS#3 FIRE ANNUAL INSP 22/23	
			029.2100.4224	90.00
			CORP YARD FIRE ANNUAL INSP 22/23	
			CORP YARD FIRE ANNUAL INSP 22/23	
			004.8310.4066	180.00
			Total :	935.00
85748	8/16/2022	005554 IMPERIAL SPRINKLER SUPPLY	SPRINKLER SUPPLIES	
			SPRINKLER SUPPLIES	
			004.8310.4206	2,808.09
			LMD 00 WEED CONTROL	
			LMD 00 WEED CONTROL	
			012.8500.4206	17.66
			LMD 01 WEED CONTROL	
			LMD 01 WEED CONTROL	
			012.8500.4206	17.66
			LMD 02 WEED CONTROL	
			LMD 02 WEED CONTROL	
			012.8500.4206	17.66
			LMD 03 WEED CONTROL	
			LMD 03 WEED CONTROL	
			012.8500.4206	17.66
			LMD 04 WEED CONTROL	
			LMD 04 WEED CONTROL	
			012.8500.4206	17.66
			LMD 05 WEED CONTROL	
			LMD 05 WEED CONTROL	
			012.8500.4206	17.66
			LMD 06 WEED CONTROL	
			LMD 06 WEED CONTROL	
			012.8500.4206	17.66
			LMD 07 WEED CONTROL	
			LMD 07 WEED CONTROL	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85748	8/16/2022	005554 IMPERIAL SPRINKLER SUPPLY	(Continued)	
			012.8500.4206	17.66
			LMD 08 WEED CONTROL	
			LMD 08 WEED CONTROL	
			012.8500.4206	17.66
			LMD 09 WEED CONTROL	
			LMD 09 WEED CONTROL	
			012.8500.4206	17.66
			LMD 10 WEED CONTROL	
			LMD 10 WEED CONTROL	
			012.8500.4206	17.66
			LMD 11 WEED CONTROL	
			LMD 11 WEED CONTROL	
			012.8500.4206	17.66
			LMD13 WEED CONTROL	
			LMD13 WEED CONTROL	
			012.8500.4206	17.66
			LMD 14 WEED CONTROL	
			LMD 14 WEED CONTROL	
			012.8500.4206	17.66
			LMD 15 WEED CONTROL	
			LMD 15 WEED CONTROL	
			012.8500.4206	17.66
			LMD 16 WEED CONTROL	
			LMD 16 WEED CONTROL	
			012.8500.4206	17.66
			LMD 17 WEED CONTROL	
			LMD 17 WEED CONTROL	
			012.8500.4206	17.66
			LMD 18 WEED CONTROL	
			LMD 18 WEED CONTROL	
			012.8500.4206	17.66
			LMD 19 WEED CONTROL	
			LMD 19 WEED CONTROL	
			012.8500.4206	17.66
			LMD 20 WEED CONTROL	
			LMD 20 WEED CONTROL	
			012.8500.4206	17.66

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85748	8/16/2022	005554 IMPERIAL SPRINKLER SUPPLY	(Continued)	
			LMD 21 WEED CONTROL	
			LMD 21 WEED CONTROL	
			012.8500.4206	17.66
			LMD 22 WEED CONTROL	
			LMD 22 WEED CONTROL	
			012.8500.4206	17.66
			LMD 23 WEED CONTROL	
			LMD 23 WEED CONTROL	
			012.8500.4206	17.66
			LMD 24 WEED CONTROL	
			LMD 24 WEED CONTROL	
			012.8500.4206	17.66
			LMD 25 WEED CONTROL	
			LMD 25 WEED CONTROL	
			012.8500.4206	17.66
			LMD 26 WEED CONTROL	
			LMD 26 WEED CONTROL	
			012.8500.4206	17.66
			LMD 27 WEED CONTROL	
			LMD 27 WEED CONTROL	
			012.8500.4206	17.66
			LMD 28 WEED CONTROL	
			LMD 28 WEED CONTROL	
			012.8500.4206	17.66
			LMD 29 WEED CONTROL	
			LMD 29 WEED CONTROL	
			012.8500.4206	17.66
			LMD 30 WEED CONTROL	
			LMD 30 WEED CONTROL	
			012.8500.4206	17.66
			LMD 31 WEED CONTROL	
			LMD 31 WEED CONTROL	
			012.8500.4206	17.66
			LMD 32 WEED CONTROL	
			LMD 32 WEED CONTROL	
			012.8500.4206	17.66
			LMD 34 WEED CONTROL	

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85748	8/16/2022	005554 IMPERIAL SPRINKLER SUPPLY	(Continued)	
			LMD 34 WEED CONTROL	
			012.8500.4206	17.66
			LMD 35 WEED CONTROL	
			LMD 35 WEED CONTROL	
			012.8500.4206	17.66
			LMD 36 WEED CONTROL	
			LMD 36 WEED CONTROL	
			012.8500.4206	17.66
			LMD 37 WEED CONTROL	
			LMD 37 WEED CONTROL	
			012.8500.4206	17.66
			LMD 39 WEED CONTROL	
			LMD 39 WEED CONTROL	
			012.8500.4206	17.66
			LMD 43 WEED CONTROL	
			LMD 43 WEED CONTROL	
			012.8500.4206	17.66
			LMD 44 WEED CONTROL	
			LMD 44 WEED CONTROL	
			012.8500.4206	17.66
			LMD 47 WEED CONTROL	
			LMD 47 WEED CONTROL	
			012.8500.4206	17.66
			LMD 48 WEED CONTROL	
			LMD 48 WEED CONTROL	
			012.8500.4206	17.66
			LMD 54 WEED CONTROL	
			LMD 54 WEED CONTROL	
			012.8500.4206	17.66
			LMD 55 WEED CONTROL	
			LMD 55 WEED CONTROL	
			012.8500.4206	17.66
			LMD 56 WEED CONTROL	
			LMD 56 WEED CONTROL	
			012.8500.4206	17.66
			LMD 59 WEED CONTROL	
			LMD 59 WEED CONTROL	

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85748	8/16/2022	005554 IMPERIAL SPRINKLER SUPPLY	(Continued)	
			012.8500.4206	17.66
			LMD 61 WEED CONTROL	
			LMD 61 WEED CONTROL	
			012.8500.4206	17.66
			LMD 63 WEED CONTROL	
			LMD 63 WEED CONTROL	
			012.8500.4206	17.66
			LMD 68 WEED CONTROL	
			LMD 68 WEED CONTROL	
			012.8500.4206	17.66
			LMD 69 WEED CONTROL	
			LMD 69 WEED CONTROL	
			012.8500.4206	17.67
			LMD 70 WEED CONTROL	
			LMD 70 WEED CONTROL	
			012.8500.4206	17.67
			LMD 73 WEED CONTROL	
			LMD 73 WEED CONTROL	
			012.8500.4206	17.67
			LMD 76 WEED CONTROL	
			LMD 76 WEED CONTROL	
			012.8500.4206	17.67
			LMD 79 WEED CONTROL	
			LMD 79 WEED CONTROL	
			012.8500.4206	17.67
			AURANTIA PARKS - SPRINKLER SUPPLIES	
			AURANTIA PARK - SPRINKLER SUPPLIES	
			001.6000.4206	312.01
			COMMUNITY PARK - SPRINKLER SUPPLIES	
			COMMUNITY PARK - SPRINKLER SUPPLIES	
			001.6000.4206	312.01
			MEMORIAL PARK - SPRINKLER SUPPLIES	
			MEMORIAL PARK - SPRINKLER SUPPLIES	
			001.6000.4206	312.01
			AURANTIA PARK-IRRIGATION SUPPLY	
			AURANTIA PARK-IRRIGATION SUPPLY	
			001.6000.4585	246.78

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85748	8/16/2022	005554	005554 IMPERIAL SPRINKLER SUPPLY (Continued)	
			Total :	4,926.93
85749	8/16/2022	000127 K & L HARDWARE	OAK CREEK PARK - BARRIER REPAIR	
			OAK CREEK PARK - BARRIER REPAIR	
			016.8540.4206	21.51
			CORP YARD - MAINT SUPPLIES	
			CORP YARD - MAINT SUPPLIES	
			004.8310.4206	41.93
			CITY HALL - MAINT SUPPLIES	
			CITY HALL - MAINT SUPPLIES	
			042.9510.4070	10.76
			AURANTIA PARK - MAINT SUPPLIES	
			AURANTIA PARK - MAINT SUPPLIES	
			001.6000.4206	66.75
			HOMELESS SITE CLEAN UP	
			HOMELESS SITE CLEAN UP	
			004.8310.4206	73.23
			BOULDER BRIDGE - GRAFFITI REMOVAL	
			BOULDER BRIDGE - GRAFFITI REMOVAL	
			001.6010.4206	65.21
			Total :	279.39
85750	8/16/2022	000207 KONICA MINOLTA	GUIDEBOOK CREATION	
			GUIDEBOOK CREATION	
			042.9510.4627	1,395.00
			GUIDEBOOK CREATION	
			GUIDEBOOK CREATION	
			042.9510.4627	620.00
			IT STAFF AUGMENTATION SERVICES	
			IT STAFF AUGMENTATION SERVICES	
			042.9510.4627	960.00
			Total :	2,975.00
85751	8/16/2022	004509 LAWRENCE DOORS	PD: GATE OPENER PARTS	
			PD: GATE OPENER PARTS	
			001.2000.4224	450.00
			PD: GATE OPENER PARTS	
			004.8310.4224	1,507.97

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85751	8/16/2022	004509 004509 LAWRENCE DOORS	(Continued)	
			Total :	1,957.97
85752	8/16/2022	001439 OFFICE SOLUTIONS	RECYCLED 30% COPY PAPER RECYCLED 30% COPY PAPER 042.9510.4200	
			Total :	871.21
85753	8/16/2022	005099 OMEGA INDUSTRIAL SUPPLY, INC.	COMM PARK: GRAFFITI MAINTENANCE COMM PARK: GRAFFITI MAINTENANCE 001.6000.4206	753.07
			GRAFFITI REMOVAL SUPPLIES GRAFFITI REMOVAL SUPPLIES 001.6010.4206	500.25
			Total :	1,253.32
85754	8/16/2022	006129 PC CA STERLING VILLAGE LP	DUPLICATE LIC.BUS.RR.7360 STERLING AVE DUPLICATE LIC.BUS.RR.7360 STERLING AVE 001.1450.7452	120.00
			DUPLICATE LIC.BUS.RR.7360 STERLING AVE 051.1493	4.00
			Total :	124.00
85755	8/16/2022	001414 RICHARDS, WATSON & GERSHON	GENERAL-JUN GENERAL-JUN 001.1450.4520	12,648.00
			CFD21-001-JUN CFD21-001-JUN 001.3200.4551	1,003.00
			PERSONNEL & LABOR RELATIONS-JUN PERSONNEL & LABOR RELATIONS-JUN 001.1450.4520	102.00
			COVID 19 DECLARATION OF EMERGENCY-JUN COVID 19 DECLARATION OF EMERGENCY-JUN 030.8495.4520	152.50
			CODE ENFORCEMENT CASE #4744-JUN CODE ENFORCEMENT CASE #4744-JUN 001.4600.4520	7,560.06
			CODE ENFORCEMENT CASE #3196-JUN CODE ENFORCEMENT CASE #3196-JUN	

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Voucher	Date	Vendor	Description/Account	Amount
85755	8/16/2022	001414 RICHARDS, WATSON & GERSHON	(Continued) 001.4600.4520	5,491.32
Total :				26,956.88
85756	8/16/2022	006128 RIGHT OF WAY, INC.	ARROW BOARD TRAILER ARROW BOARD TRAILER UNDER EQUIPMENT 041.9500.4349	5,535.31
Total :				5,535.31
85757	8/16/2022	004243 S.B.M.W.D.	FS#2 INDUSTRIAL USER PERMIT 22/23 - 3599 FS#2 INDUSTRIAL USER PERMIT 22/23 - 3599 029.2100.4030	60.00
Total :				60.00
85758	8/16/2022	000030 SAN BERNARDINO COUNTY SHERIFFS	POLICE SERVICES-JUL POLICE SERVICES-JUL 001.2000.4560	963,990.00
Total :				963,990.00
85759	8/16/2022	005448 SOLANO, ANAELI	NOMINATION PAPER REFUND NOMINATION PAPER REFUND 001.1450.9550	25.00
Total :				25.00
85760	8/16/2022	000203 SOUTHERN CALIFORNIA EDISON	LS#3-JUL LS#3-JUL 013.8510.4011 UPLIGHTING LMD 48-JUL UPLIGHTING LMD 48-JUL 012.8500.4010 UPLIGHTING LMD 48-JUL 013.8510.4011 LMD#48C-JUL LMD#48C-JUL 012.8500.4010 LS-3 METERS-JUL LS-3 METERS-JUL 013.8510.4011 HIGHLAND AVE ALPR-JUL	1,259.26 2.86 45.12 293.15 48.31

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85760	8/16/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			HIGHLAND AVE ALPR-JUL	
			001.2000.4062	17.35
			AURANTIA PARK-JUL	
			AURANTIA PARK-JUL	
			001.6000.4010	944.47
			STATION #1-JUL	
			STATION #1-JUL	
			028.2050.4010	564.97
			STATION #1-JUL	
			029.2100.4010	564.97
			CITY HALL	
			CITY HALL	
			042.9510.4010	2,885.41
			STATION #2-JUL	
			STATION #2-JUL	
			028.2050.4010	108.96
			STATION #2-JUL	
			029.2100.4010	108.96
			LMD#48C-JUL	
			LMD#48C-JUL	
			012.8500.4010	20.97
			BOULDER MEDIAN-JUL	
			BOULDER MEDIAN-JUL	
			004.8310.4010	20.68
			BOULDER MEDIAN-JUL	
			BOULDER MEDIAN-JUL	
			004.8310.4010	19.04
			BOULDER MEDIAN-JUL	
			BOULDER MEDIAN-JUL	
			004.8310.4010	268.59
			BOULDER MEDIAN-JUL	
			BOULDER MEDIAN-JUL	
			004.8310.4010	60.16
			BOULDER MEDIAN-JUL	
			BOULDER MEDIAN-JUL	
			004.8310.4010	22.01
			BOULDER MEDIAN-JUL	

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Voucher	Date	Vendor	Description/Account	Amount
85760	8/16/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			BOULDER MEDIAN-JUL	
			004.8310.4010	20.68
			LMD #55-JUL	
			LMD #55-JUL	
			012.8500.4010	20.58
			LMD#48B-JUL	
			LMD#48B-JUL	
			012.8500.4010	21.00
			TRAFFIC SIGNAL BASE LINE-JUL	
			TRAFFIC SIGNAL BASE LINE-JUL	
			004.8310.4580	79.00
			LS-3 METERS-JUL	
			LS-3 METERS-JUL	
			013.8510.4011	92.82
			Total :	7,489.32
85761	8/16/2022	000203 SOUTHERN CALIFORNIA EDISON	LS 3-AUG	
			LS 3-AUG	
			013.8510.4011	22.96
			SEELEY PARK-JUL	
			SEELEY PARK-JUL	
			016.8540.4010	25.38
			CUNNINGHAM PARK-JUL	
			CUNNINGHAM PARK-JUL	
			016.8540.4010	20.95
			CANYON OAK-JUL	
			CANYON OAK-JUL	
			016.8540.4010	21.56
			HIGHLAND COMMUNITY PARK-JUL	
			HIGHLAND COMMUNITY PARK-JUL	
			001.6000.4010	366.91
			LMDS-JUL	
			LMD 09-JUL	
			012.8500.4010	21.17
			LMD 30-JUL	
			012.8500.4010	21.51
			LMD 20-JUL	

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Voucher	Date	Vendor	Description/Account	Amount
85761	8/16/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010	20.74
			LMD 08-JUL	
			012.8500.4010	20.74
			LMD 29-JUL	
			012.8500.4010	20.74
			LMD 47-JUL	
			012.8500.4010	20.74
			LMD 17-JUL	
			012.8500.4010	74.03
			LMD 44-JUL	
			012.8500.4010	21.39
			LMD 36-JUL	
			012.8500.4010	20.74
			LMD 37-JUL	
			012.8500.4010	20.74
			LMD 34-JUL	
			012.8500.4010	20.74
			LMD 02-JUL	
			012.8500.4010	20.74
			LMD 11-JUL	
			012.8500.4010	20.74
			LMD 05-JUL	
			012.8500.4010	20.52
			LMD 06-JUL	
			012.8500.4010	19.67
			LMD 07-JUL	
			012.8500.4010	19.88
			LMD 04-JUL	
			012.8500.4010	21.29
			LMD 02-JUL	
			012.8500.4010	41.48
			LMD 15-JUL	
			012.8500.4010	41.70
			LMD 00-JUL	
			012.8500.4010	20.74
			LMD 21-JUL	

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Voucher	Date	Vendor	Description/Account	Amount
85761	8/16/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010	20.74
			LMD 31-JUL	
			012.8500.4010	20.74
			LMD 01-JUL	
			012.8500.4010	20.74
			LMD 35-JUL	
			012.8500.4010	20.74
			LMD 02-JUL	
			012.8500.4010	20.74
			LMD 20-JUL	
			012.8500.4010	20.74
			LMD 16-JUL	
			012.8500.4010	20.52
			LMD 03-JUL	
			012.8500.4010	19.88
			LMD 22-JUL	
			012.8500.4010	21.29
			LMD 10-JUL	
			012.8500.4010	75.24
			LMD 36-JUL	
			012.8500.4010	18.75
			Total :	1,247.92
85762	8/16/2022	006127 STAPLES BUSINESS CREDIT	30% RECYCLED COPY PAPER & SUPPLIES	
			30% RECYCLED COPY PAPER	
			042.9510.4200	69.98
			100% RECYCLED POP UPS & STANDARD NOTES	
			001.0500	49.64
			SCOTCH MAGIC TAPE	
			001.0500	32.86
			30% RECYCLED COPY PAPER	
			30% RECYCLED COPY PAPER	
			042.9510.4200	392.12
			Total :	544.60
85763	8/16/2022	003044 THOMSON REUTERS WEST	CODE BOOKS-AUG	
			CODE BOOKS-AUG	

Voucher	Date	Vendor	Description/Account	Amount
85763	8/16/2022	003044 THOMSON REUTERS WEST	(Continued) 001.1200.4626	1,330.54 Total : 1,330.54
85764	8/16/2022	003637 TIMMER, JOHN	NOMINATION PAPER REFUND NOMINATION PAPER REFUND 001.1450.9550	25.00 Total : 25.00
85765	8/16/2022	004920 TKE ENGINEERING	STI21-005 PERMITS/INSP-JUN STI21-005 PERMITS/INSP-JUN 001.3200.4551 STC20-001 PERMITS/INSP-JUN STC20-001 PERMITS/INSP-JUN 001.3200.4551 STI22-005 PERMIT/INSP-MAR-JUN STI22-005 PERMIT/INSP-MAR-JUN 001.3200.4551 SUM 21-001 ATLANTIC AVE ROW-OCT-JUN SUM 21-001 ATLANTIC AVE ROW-OCT-JUN 001.3200.4551 EXE22-006 PERMITS/INSP-JUN EXE22-006 PERMITS/INSP-JUN 001.3200.4551 FIN21-003 PERMITS/INSP-APR-JUN FIN21-003 PERMITS/INSP-APR-JUN 001.3200.4551 FIN21-004 PERMITS/INSP-JUN FIN21-004 PERMITS/INSP-JUN 001.3200.4551 EXE22-005 PERMITS/INSP-MAR-JUN EXE22-005 PERMITS/INSP-MAR-JUN 001.3200.4551 HYD22-001 PERMITS/INSP-APR-JUN HYD22-001 PERMITS/INSP-APR-JUN 001.3200.4551 PGC22-002 PERMITS/INSP-APR-JUN PGC22-002 PERMITS/INSP-APR-JUN	939.00 2,897.50 257.50 227.50 515.00 285.00 140.00 309.00 495.00

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Voucher	Date	Vendor	Description/Account	Amount
85765	8/16/2022	004920 TKE ENGINEERING	(Continued)	
			001.3200.4551	1,375.00
			RET22-001 PERMITS/INSP-APR-JUN	
			RET22-001 PERMITS/INSP-APR-JUN	
			001.3200.4551	412.50
			PGC22-003 PERMITS/INSP-JUN	
			PGC22-003 PERMITS/INSP-JUN	
			001.3200.4551	1,127.50
			PGC22-005 PERMITS/INSP-MAY-JUN	
			PGC22-005 PERMITS/INSP-MAY-JUN	
			001.3200.4551	467.50
			STC22-002 PERMITS/INSP-JUN	
			STC22-002 PERMITS/INSP-JUN	
			001.3200.4551	402.50
			PGC22-006 PERMITS/INSP-JUN	
			PGC22-006 PERMITS/INSP-JUN	
			001.3200.4551	660.00
			Total :	10,510.50
85766	8/16/2022	004920 TKE ENGINEERING	STI21-002 PERMITS/INSP-JUN	
			STI21-002 PERMITS/INSP-JUN	
			001.3200.4551	1,802.50
			STI21-001 PERMITS/INSP-JUN	
			STI21-001 PERMITS/INSP-JUN	
			001.3200.4551	309.00
			TSI22-001 PERMITS/INSP-JUN	
			TSI22-001 PERMITS/INSP-JUN	
			001.3200.4551	206.00
			SDI21-001 PERMITS/INSP-JUN	
			SDI21-001 PERMITS/INSP-JUN	
			001.3200.4551	490.00
			EXE22-002 PERMITS/INSP-JUN	
			EXE22-002 PERMITS/INSP-JUN	
			001.3200.4551	309.00
			SLC21-001 PERMITS/INSP-JUN	
			SLC21-001 PERMITS/INSP-JUN	
			001.3200.4551	309.00
			WIN22-001 PERMITS/INSP-JUN	

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Voucher	Date	Vendor	Description/Account	Amount
85766	8/16/2022	004920 TKE ENGINEERING	(Continued)	
			WIN22-001 PERMITS/INSP-JUN	
			001.3200.4551	669.50
			STI21-003 PERMITS/INSP-JUN	
			STI21-003 PERMITS/INSP-JUN	
			001.3200.4551	206.00
			RGI22-002 PERMITS/INSP-JUN	
			RGI22-002 PERMITS/INSP-JUN	
			001.3200.4551	103.00
			WIN21-001 PERMITS/INSP-JUN	
			WIN21-001 PERMITS/INSP-JUN	
			001.3200.4551	206.00
			342-22-001 EVWD PERMITS/INSP-JUN	
			342-22-001 EVWD PERMITS/INSP-JUN	
			001.3200.4551	206.00
			350-21-027 AT&T PERMITS/INSP-JUN	
			350-21-027 AT&T PERMITS/INSP-JUN	
			001.3200.4551	103.00
			350-22-008 AT&T PERMITS/INSP-JUN	
			350-22-008 AT&T PERMITS/INSP-JUN	
			001.3200.4551	51.50
			350-22-012 AT&T PERMITS/INSP-JUN	
			350-22-012 AT&T PERMITS/INSP-JUN	
			001.3200.4551	206.00
			350-22-015 AT&T PERMITS/INSP-JUN	
			350-22-015 AT&T PERMITS/INSP-JUN	
			001.3200.4551	103.00
			351-22-025 SCG PERMITS/INSP-JUN	
			351-22-025 SCG PERMITS/INSP-JUN	
			001.3200.4551	1,802.50
			351-22-028 SCG PERMITS/INSP-JUN	
			351-22-028 SCG PERMITS/INSP-JUN	
			001.3200.4551	103.00
			351-22-029 SCG PERMITS/INSP-JUN	
			351-22-029 SCG PERMITS/INSP-JUN	
			001.3200.4551	103.00
			352-22-004 FRONTIER PERMITS/INSP-JUN	
			352-22-004 FRONTIER PERMITS/INSP-JUN	

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Voucher	Date	Vendor	Description/Account	Amount
85766	8/16/2022	004920 TKE ENGINEERING	(Continued)	
			001.3200.4551	206.00
			353-21-085 SCE PERMIT/INSP-JUN	
			353-21-085 SCE PERMIT/INSP-JUN	
			001.3200.4551	103.00
			353-22-004 SCE PERMIT/INSP-JUN	
			353-22-004 SCE PERMIT/INSP-JUN	
			001.3200.4551	206.00
			353-22-021 SCE PERMIT/INSP-JUN	
			353-22-021 SCE PERMIT/INSP-JUN	
			001.3200.4551	206.00
			353-22-045 SCE PERMIT/INSP-JUN	
			353-22-045 SCE PERMIT/INSP-JUN	
			001.3200.4551	154.50
			353-22-046 SCE PERMIT/INSP-JUN	
			353-22-046 SCE PERMIT/INSP-JUN	
			001.3200.4551	103.00
			353-22-048 SCE PERMIT/INSP-JUN	
			353-22-048 SCE PERMIT/INSP-JUN	
			001.3200.4551	206.00
			358-22-001 SPECTRUM PERMIT/INSP-DEC-JUN	
			358-22-001 SPECTRUM PERMIT/INSP-DEC-JUN	
			001.3200.4551	103.00
			EXE 20-001 MISC PERMITS/INSP-JUN	
			EXE 20-001 MISC PERMITS/INSP-JUN	
			001.3200.4551	257.50
			EXE 21-001 EVWD SNRC PERMIT/INSP-JUN	
			EXE 21-001 EVWD SNRC PERMIT/INSP-JUN	
			001.3200.4551	360.50
			STI22-004 PERMIT/INSP-MAY-JUN	
			STI22-004 PERMIT/INSP-MAY-JUN	
			001.3200.4551	257.50
			Total :	9,451.00
85767	8/16/2022	003689 TPX COMMUNICATIONS	CITY HALL/CORP YARD PHONES - JUL	
			CITY HALL PHONES - JUL	
			042.9510.4060	1,378.27
			CORP YARD PHONES - JUL	

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Voucher	Date	Vendor	Description/Account	Amount
85767	8/16/2022	003689 TPX COMMUNICATIONS	(Continued) 004.8310.4060	238.38
Total :				1,616.65
85768	8/16/2022	004323 UNITED RENTALS (NORTH AMERICA)	VEH#131: FRONT HUB ASSEMBLY REPAIR VEH#131: FRONT HUB ASSEMBLY REPAIR 004.8310.4245 VEH#131: FRONT HUB ASSEMBLY REPAIR 004.8310.4240	4,701.90
Total :				1,748.85
85769	8/16/2022	000979 VERIZON WIRELESS	CELL PHONES-JUL CELL PHONES-JUL 001.2000.4061 AIR CARDS-JUL 001.2000.4062 CELL PHONES-JUL 001.6000.4061 CELL PHONES-JUL 001.6010.4061 CELL PHONES-JUL 004.8310.4061 AIR CARDS-JUL 004.8310.4062 CELL PHONES-JUL 028.2050.4061 AIR CARDS-JUL 028.2050.4062 CELL PHONES-JUL 042.9510.4061 AIR CARDS-JUL 042.9510.4062	163.69 1,064.28 64.96 33.94 147.22 76.02 141.73 329.25 677.72 308.10
Total :				3,006.91
85770	8/16/2022	000231 VISTA PAINT CORP	BOULDER BRIDGE: GRAFFITI MAINTENANCE BOULDER BRIDGE: GRAFFITI MAINTENANCE 001.6010.4206	587.60

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Voucher	Date	Vendor	Description/Account	Amount
85770	8/16/2022	000231 000231 VISTA PAINT CORP	(Continued)	
Total :				587.60
85771	8/16/2022	000237 WILLDAN ASSOCIATES	BUILDING & SAFETY PLAN CHECK-JUN	
			BUILDING & SAFETY PLAN CHECK-JUN	
			001.4500.4540	6,260.00
			BUILDING & SAFETY INSP SVC-JUN	
			BUILDING & SAFETY INSP SVC-JUN	
			001.4500.4540	23,587.50
			PERMIT TECH-JUN	
			PERMIT TECH-JUN	
			001.4500.4540	4,030.00
			BUILDING & SAFETY PLAN CHECK-JUL	
			BUILDING & SAFETY PLAN CHECK-JUL	
			001.4500.4540	5,740.00
			BUILDING & SAFETY INSP-JUL	
			BUILDING & SAFETY INSP-JUL	
			001.4500.4540	17,680.00
			PERMIT TECH-JUL	
			PERMIT TECH-JUL	
			001.4500.4540	5,785.00
			CODE ENFORCEMENT-JUL	
			CODE ENFORCEMENT-JUL	
			001.4600.4538	11,505.00
Total :				74,587.50
85772	8/16/2022	001677 YMCA OF THE EAST VALLEY	MONTHLY REIMB-JUN	
			MONTHLY REIMB-JUN	
			001.6000.4526	41,250.00
Total :				41,250.00
85773	8/16/2022	006001 YUNEX LLC	STREET LIGHT MAINT-APR	
			STREET LIGHT MAINT-APR	
			013.8510.4664	2,528.50
			TRAFFIC SIGNAL CALL OUTS-APR	
			TRAFFIC SIGNAL CALL OUTS-APR	
			004.8310.4580	5,875.23
Total :				8,403.73
1002178755	8/16/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	GASB 68 REPORT 21/22 PEPRA/CLASSIC	

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Voucher	Date	Vendor	Description/Account	Amount
1002178755	8/16/2022	000004	PUBLIC EMPLOYEE RETIREMENT SYS (Continued)	
			GASB 68 REPORT 21/22 PEPRA	
			001.1700.4510	350.00
			GASB 68 REPORT 21/22 CLASSIC	
			001.1700.4510	350.00
			Total :	700.00
41 Vouchers for bank code : wfb				Bank total : 1,207,194.66
41 Vouchers in this report				Total vouchers : 1,207,194.66

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Voucher	Date	Vendor	Description/Account	Amount
85774	8/23/2022	004206 #1 SON PLUMBING	LMD 03 BACKFLOW TESTING LMD 03 BACKFLOW TESTING 012.8500.4030	40.00
Total :				40.00
85775	8/23/2022	004945 ABOVE ALL NAMES CONSTRUCTION	CONCRETE MAINTENANCE CONCRETE MAINTENANCE 004.8310.4591 YMCA: CONCRETE MAINTENANCE YMCA: CONCRETE MAINTENANCE 001.6000.4070	20,455.00
Total :				1,280.00
Total :				21,735.00
85776	8/23/2022	000014 ALL CITY MANAGEMENT SERVICES	CROSSING GUARD SERVICES - 7/24-8/6/22 CROSSING GUARD SERVICES - 7/24-8/6/22 002.8200.4530	1,321.20
Total :				1,321.20
85777	8/23/2022	005771 AMAZON CAPITAL SERVICES	LED CLOCK TIMER LED CLOCK TIMER 001.1000.4200 OFFICE SUPPLIES PENDAFLEX 60% RECYCLED HANGING FOLDERS 001.4500.4200 PENDAFLEX 30% RECYCLED CLASSIFICATION 001.4500.4200 OFFICE SUPPLIES 001.4500.4200	107.74
Total :				59.65
Total :				124.83
Total :				585.60
Total :				877.82
85778	8/23/2022	001072 AUTO ZONE	CORP YARD: VEHICLE MAINT CORP YARD: VEHICLE MAINT 004.8310.4206	55.65
Total :				55.65
85779	8/23/2022	006099 CHARTER COMMUNICATIONS	CITY HALL TELE/INT-AUG CITY HALL TELE/INT-AUG 042.9510.4065	1,655.48

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85779	8/23/2022	006099 CHARTER COMMUNICATIONS	(Continued)	
			FS#1 TELE/INT-AUG	
			FS#1 TELE/INT-AUG	
			028.2050.4065	186.27
			FS#1 TELE/INT-AUG	
			029.2100.4065	186.27
			FS#3 TELE/INT -	
			FS#3 TELE/INT-AUG	
			028.2050.4065	226.04
			FS#3 TELE/INT-AUG	
			029.2100.4065	226.03
			FS#2 TELE/INT-AUG	
			FS#2 TELE/INT-AUG	
			028.2050.4065	107.74
			FS#2 TELE/INT-AUG	
			029.2100.4065	107.73
			Total :	2,695.56
85780	8/23/2022	006131 COASTAL BUSINESS GROUP INC	REFUND LIC.BUS DUPLICATE	
			REFUND LIC.BUS DUPLICATE	
			001.1450.7450	180.00
			REFUND LIC.BUS DUPLICATE	
			051.1493	4.00
			Total :	184.00
85781	8/23/2022	000744 D&T AUTO REPAIR	VEH#130 REPAIRS	
			VEH#130 REPAIRS	
			004.8310.4240	165.91
			Total :	165.91
85782	8/23/2022	005493 DIAMOND SHEET METAL	YMCA: SKYLIGHT REPLACEMENT	
			YMCA: SKYLIGHT REPLACEMENT	
			007.8330.6030	17,637.50
			YMCA: SKYLIGHT REPLACEMENT	
			YMCA: SKYLIGHT REPLACEMENT	
			007.8330.6030	16,175.00
			Total :	33,812.50

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85783	8/23/2022	000085 EAST VALLEY WATER DISTRICT	LMD 17 - B-AUG	
			LMD 17 - B-AUG	
			012.8500.4030	125.80
			LMD 11-AUG	
			LMD 11-AUG	
			012.8500.4030	492.33
			LMD 55-AUG	
			LMD 55-AUG	
			012.8500.4030	1,035.20
			LMD 17 - D-AUG	
			LMD 17 - D-AUG	
			012.8500.4030	82.62
			LMD 25-AUG	
			LMD 25-AUG	
			012.8500.4030	229.94
			LMD 17 - C-AUG	
			LMD 17 - C-AUG	
			012.8500.4030	213.84
			LMD 76-AUG	
			LMD 76-AUG	
			012.8500.4030	117.56
			LMD 17 - A-AUG	
			LMD 17 - A-AUG	
			012.8500.4030	96.94
			SEELEY PARK-AUG	
			SEELEY PARK-AUG	
			016.8540.4030	64.84
			LMD 43-AUG	
			LMD 43-AUG	
			012.8500.4030	212.26
			LMD 47-AUG	
			LMD 47-AUG	
			012.8500.4030	219.45
			LMD 16-AUG	
			LMD 16-AUG	
			012.8500.4030	46.09
			Total :	2,936.87

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Voucher	Date	Vendor	Description/Account	Amount
85784	8/23/2022	000266 FAIRVIEW FORD SALES INC	VEH#133 MAINTENANCE VEH#133 MAINTENANCE 042.9510.4240	105.71
Total :				105.71
85785	8/23/2022	005739 GORITZ, CAMILLE	MILEAGE REIMB-AUG MILEAGE REIMB-AUG 001.4100.4332	10.00
Total :				10.00
85786	8/23/2022	002710 HERNANDEZ, KROONE & ASSOCIATES	TR 18893 MEDITERRA-JUL TR 18893 MEDITERRA-JUL 001.3200.4551	893.75
Total :				893.75
85787	8/23/2022	001320 HIGHLAND SENIOR CENTER	CDBG: PS II HIGHLAND GROCERY CDBG: PS II HIGHLAND GROCERY 006.8400.4353 CDBG CV SENIOR CENTER MEAL REIMB-JUL CDBG CV SENIOR CENTER MEAL REIMB-JUL 006.8400.4353	1,886.40
Total :				4,310.00
85788	8/23/2022	003673 JOHNSON CONTROLS, INC	LIBRARY: REPLACE TXV LIBRARY: REPLACE TXV 001.6000.4588	2,393.85
Total :				2,393.85
85789	8/23/2022	000127 K & L HARDWARE	MEM PARK: PARK MAINTENANCE MEM PARK: PARK MAINTENANCE 001.6000.4206 GRAFFITI REMOVAL PROGRAM GRAFFITI REMOVAL PROGRAM 001.6010.4206 PD: EQUIP MAINT/ TRAILER REPAIR PD: EQUIP MAINT/ TRAILER REPAIR 001.2000.4245	35.07
				25.58
				3.50
Total :				64.15

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85790	8/23/2022	003814 KONE INC.	LIBRARY: ANNUAL ELEVATOR MAINTENANCE SER LIBRARY: ANNUAL ELEVATOR MAINTENANCE 001.6000.4587	5,649.27
Total :				5,649.27
85791	8/23/2022	006120 ROAD SOUP OF CALIFORNIA	ASPHALT REPAIR MATERIAL ASPHALT REPAIR MATERIAL 004.8310.4206	1,153.13
Total :				1,153.13
85792	8/23/2022	004243 S.B.M.W.D.	USER FEE 3599S-22/23 USER FEE 3599S-22/23 029.2100.4030	195.00
Total :				195.00
85793	8/23/2022	000030 SAN BERNARDINO COUNTY SHERIFFS	POLICE SERVICE-AUG POLICE SERVICE-AUG 001.2000.4560	963,988.00
Total :				963,988.00
85794	8/23/2022	001848 SB CO ASSESSORS OFFICE	PARCEL MAP REVISIONS-AUG PARCEL MAP REVISIONS-AUG 001.4100.4310	4.00
Total :				4.00
85795	8/23/2022	002149 SB CO DEPT OF PUBLIC HEALTH	ANIMAL CONTROL SERVICES-4/01/22-6/30/22 ANIMAL CONTROL SERVICES-4/01/22-6/30/22 001.2200.4565	146,871.00
Total :				146,871.00
85796	8/23/2022	000482 SB CO FLOOD CONTROL DISTRICT	SANTA ANA RIVER WATERSHED SHARED COST- SANTA ANA RIVER WATERSHED SHARED COST- 001.4200.4665	35,534.00
Total :				35,534.00
85797	8/23/2022	000203 SOUTHERN CALIFORNIA EDISON	LS#3 -AUG LS#3 -AUG 013.8510.4011 LS#3 -AUG	104.54

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Voucher	Date	Vendor	Description/Account	Amount
85797	8/23/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued) LS#3 -AUG 013.8510.4011 LMD#76-JUL LMD#76-JUL 012.8500.4010	65.09 18.98 Total : 188.61
85798	8/23/2022	002459 SOUTHERN CALIFORNIA WASTE, MANA	SCWMF REGISTRATION: FLOREZ SCWMF REGISTRATION: FLOREZ 001.4200.4320 SCWMF REGISTRATION: MORGAN SCWMF REGISTRATION: MORGAN 001.4200.4320 SCWMF REGISTRATION: WILSON SCWMF REGISTRATION: WILSON 001.4200.4320 SCWMF DUES: FLOREZ SCWMF DUES: FLOREZ 001.4200.4310 SCWMF DUES: MORGAN SCWMF DUES: MORGAN 001.4200.4310 SCWMF DUES: WILSON SCWMF DUES: WILSON 001.4200.4310	235.00 235.00 235.00 65.00 65.00 Total : 900.00
85799	8/23/2022	004920 TKE ENGINEERING	BRG04004A NON PART DIF REG-JUN BRG04004A NON PART DIF REG-JUN 007.8330.6813 BRG07001 NON PART LOCAL RDA07-JUN BRG07001 NON PART LOCAL RDA07-JUN 010.3830.6813 GENERAL ENGINEERING SERVICES-JUN GENERAL ENGINEERING SERVICES-JUN 001.3200.4550 OLA20001 PM MSRI-JUN	57.50 1,897.50 3,341.62

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Voucher	Date	Vendor	Description/Account	Amount
85799	8/23/2022	004920 TKE ENGINEERING	(Continued)	
			OLA20001 PM MSRI-JUN	
			023.3890.6530	287.50
			OLA20002 PM MSRI-JUN	
			OLA20002 PM MSRI-JUN	
			017.8350.6550	230.00
			OLA22001 PM GCF-JUN	
			OLA22001 PM GCF-JUN	
			023.3890.6550	402.50
			SDR06002 NON PART RDA07-JUN	
			SDR06002 NON PART RDA07-JUN	
			010.3830.6600	57.50
			SDR17001 PM DIF LOC-JUN	
			SDR17001 PM DIF LOC-JUN	
			007.8330.6600	57.50
			SIG21001 PM GCF-JUN	
			SIG21001 PM GCF-JUN	
			023.3890.4550	920.00
			STR07004A PM RDA07-JUN	
			STR07004A PM RDA07-JUN	
			010.3830.6600	460.00
			STR17001 NON PART MSRI-JUN	
			STR17001 NON PART MSRI-JUN	
			017.8350.6530	1,207.50
			STR20001 PM DIF REG-JUN	
			STR20001 PM DIF REG-JUN	
			007.8330.6550	115.00
			STR20002 PM COSB-JUN	
			STR20002 PM COSB-JUN	
			027.8490.6550	118.34
			STR20002 PM DIF LOC-JUN	
			STR20002 PM DIF LOC-JUN	
			007.8330.6550	169.16
			STR20003 PM MSRI-JUN	
			STR20003 PM MSRI-JUN	
			017.8350.6550	172.50
Total :				9,494.12

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Voucher	Date	Vendor	Description/Account	Amount
85800	8/23/2022	000222 UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERTS USE UNDERGROUND SERVICE ALERTS USE 004.8310.4553 UNDERGROUND SERVICE ALERTS USE UNDERGROUND SERVICE ALERTS USE 004.8310.4553	256.74 1,130.00 Total : 1,386.74
85801	8/23/2022	006117 UPDOG MEDIA	DESIGN OF CITY LOGO VECTOR IMAGE DESIGN OF CITY LOGO VECTOR IMAGE 001.6020.4200	 120.00 Total : 120.00
85802	8/23/2022	000237 WILLDAN ASSOCIATES	ICH17006 NON PART SMBMI-IGG-APR ICH17006 NON PART SMBMI-IGG-APR 027.8490.6813	 9,937.50 Total : 9,937.50
29 Vouchers for bank code : wfb				Bank total : 1,248,909.74
29 Vouchers in this report				Total vouchers : 1,248,909.74

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Voucher	Date	Vendor	Description/Account	Amount
707	8/26/2022	000003 ICMA RETIREMENT TRUST-457	ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment	
			001.1170	8,991.27
			ICMA DEFERRED COMP 457: Payment	
			004.1170	993.70
			ICMA DEFERRED COMP 457: Payment	
			010.1170	819.23
			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	335.20
			ICMA DEFERRED COMP 457: Payment	
			070.1170	296.32
			Total :	11,465.72
708	8/26/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	EPMC: PAYMENT	
			EPMC: Payment	
			001.1145	557.85
			EPMC: Payment	
			004.1145	128.71
			EPMC: Payment	
			006.1145	20.79
			EPMC: Payment	
			010.1145	44.18
			EPMC: Payment	
			012.1145	2.49
			EPMC: Payment	
			016.1145	2.49
			EPMC: Payment	
			023.1145	6.96
			EPMC: Payment	
			024.1145	0.59

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
708	8/26/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			EPMC: Payment	
			041.1145	33.18
			EPMC: Payment	
			042.1145	12.12
			EPMC: Payment	
			070.1145	57.48
			PERS: Payment	
			001.1145	14,216.59
			PERS: Payment	
			004.1145	2,969.21
			PERS: Payment	
			006.1145	702.99
			PERS: Payment	
			010.1145	1,015.35
			PERS: Payment	
			012.1145	186.32
			PERS: Payment	
			016.1145	186.30
			PERS: Payment	
			023.1145	122.08
			PERS: Payment	
			024.1145	20.49
			PERS: Payment	
			041.1145	474.10
			PERS: Payment	
			042.1145	734.79
			PERS: Payment	
			070.1145	821.04
			PERS SURVIVOR: Payment	
			001.1145	24.20
			PERS SURVIVOR: Payment	
			004.1145	4.60
			PERS SURVIVOR: Payment	
			006.1145	1.31
			PERS SURVIVOR: Payment	
			010.1145	1.08

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
708	8/26/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			PERS SURVIVOR: Payment	
			012.1145	0.59
			PERS SURVIVOR: Payment	
			016.1145	0.55
			PERS SURVIVOR: Payment	
			023.1145	0.28
			PERS SURVIVOR: Payment	
			024.1145	0.05
			PERS SURVIVOR: Payment	
			041.1145	0.32
			PERS SURVIVOR: Payment	
			042.1145	1.63
			PERS SURVIVOR: Payment	
			070.1145	0.73
			Total :	22,351.44
709	8/26/2022	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT	
			FEDERAL TAXES: Payment	
			001.1120	12,530.02
			FEDERAL TAXES: Payment	
			004.1120	2,721.90
			FEDERAL TAXES: Payment	
			006.1120	643.15
			FEDERAL TAXES: Payment	
			010.1120	1,107.17
			FEDERAL TAXES: Payment	
			012.1120	104.94
			FEDERAL TAXES: Payment	
			016.1120	104.93
			FEDERAL TAXES: Payment	
			023.1120	77.83
			FEDERAL TAXES: Payment	
			024.1120	16.86
			FEDERAL TAXES: Payment	
			041.1120	467.25
			FEDERAL TAXES: Payment	

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
709	8/26/2022	000119 INTERNAL REVENUE SERVICE	(Continued)	
			042.1120	477.05
			FEDERAL TAXES: Payment	
			070.1120	747.67
			SOCIAL SECURITY: Payment	
			001.1140	618.88
			MEDICARE: Payment	
			001.1140	3,093.10
			MEDICARE: Payment	
			004.1140	628.02
			MEDICARE: Payment	
			006.1140	153.98
			MEDICARE: Payment	
			010.1140	212.54
			MEDICARE: Payment	
			012.1140	46.50
			MEDICARE: Payment	
			016.1140	46.48
			MEDICARE: Payment	
			023.1140	25.66
			MEDICARE: Payment	
			024.1140	4.92
			MEDICARE: Payment	
			041.1140	83.22
			MEDICARE: Payment	
			042.1140	172.88
			MEDICARE: Payment	
			070.1140	146.42
			Total :	24,231.37
710	8/26/2022	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT	
			STATE TAXES: Payment	
			001.1130	4,784.10
			STATE TAXES: Payment	
			004.1130	1,087.00
			STATE TAXES: Payment	
			006.1130	247.24

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Voucher	Date	Vendor	Description/Account	Amount
710	8/26/2022	000001 CALIF STATE EMPLOYMENT	(Continued)	
			STATE TAXES: Payment	
			010.1130	441.29
			STATE TAXES: Payment	
			012.1130	42.21
			STATE TAXES: Payment	
			016.1130	42.20
			STATE TAXES: Payment	
			023.1130	22.16
			STATE TAXES: Payment	
			024.1130	6.39
			STATE TAXES: Payment	
			041.1130	190.77
			STATE TAXES: Payment	
			042.1130	167.11
			STATE TAXES: Payment	
			070.1130	294.12
			Total :	7,324.59
85803	8/26/2022	003804 AFLAC WWHQ	AFLAC ACCIDENT INSURANCE: PAYMENT	
			AFLAC ACCIDENT INSURANCE: Payment	
			001.1181	108.78
			AFLAC ACCIDENT INSURANCE: Payment	
			004.1181	13.96
			AFLAC ACCIDENT INSURANCE: Payment	
			012.1181	3.58
			AFLAC ACCIDENT INSURANCE: Payment	
			016.1181	3.56
			AFLAC ACCIDENT INSURANCE: Payment	
			023.1181	5.81
			AFLAC ACCIDENT INSURANCE: Payment	
			024.1181	0.27
			AFLAC CANCER INSURANCE: Payment	
			001.1181	18.63
			AFLAC DISABILITY INSURANCE: Payment	
			001.1181	278.26
			AFLAC DISABILITY INSURANCE: Payment	

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85803	8/26/2022	003804 AFLAC WWHQ	(Continued)	
			004.1181	24.70
			AFLAC DISABILITY INSURANCE: Payment	
			012.1181	6.31
			AFLAC DISABILITY INSURANCE: Payment	
			016.1181	6.31
			AFLAC DISABILITY INSURANCE: Payment	
			024.1181	0.50
			AFLAC HOSPITAL INSURANCE: Payment	
			001.1181	143.67
			AFLAC HOSPITAL INSURANCE: Payment	
			012.1181	6.70
			AFLAC HOSPITAL INSURANCE: Payment	
			016.1181	6.70
			AFLAC HOSPITAL INSURANCE: Payment	
			023.1181	12.31
			AFLAC DENTAL: Payment	
			001.1181	27.90
			AFLAC DENTAL: Payment	
			004.1181	0.57
			AFLAC DENTAL: Payment	
			041.1181	1.67
			AFLAC DENTAL: Payment	
			070.1181	0.52
			AFLAC SPECIFIED HEALTH INS: Payment	
			001.1181	2.98
			AFLAC SPECIFIED HEALTH INS: Payment	
			012.1181	1.48
			AFLAC SPECIFIED HEALTH INS: Payment	
			016.1181	1.48
			Total :	676.65
85804	8/26/2022	000433 ARROWHEAD UNITED WAY	ARROWHEAD UNITED WAY: PAYMENT	
			ARROWHEAD UNITED WAY: Payment	
			001.1180	11.26
			ARROWHEAD UNITED WAY: Payment	
			004.1180	0.77

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85804	8/26/2022	000433 ARROWHEAD UNITED WAY	(Continued)	
			ARROWHEAD UNITED WAY: Payment	
			041.1180	2.26
			ARROWHEAD UNITED WAY: Payment	
			070.1180	0.71
			Total :	15.00
6 Vouchers for bank code : wfb				Bank total : 66,064.77
6 Vouchers in this report				Total vouchers : 66,064.77

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85805	8/30/2022	004206 #1 SON PLUMBING	CUNN PARK: REPAIR BACKFLOW PREVENTER CUNN PARK: REPAIR BACKFLOW PREVENTER 016.8540.4030 LMD2 REPAIR: WEAVER & LOCHINVAR LMD2 REPAIR: WEAVER & LOCHINVAR 012.8500.4030	685.23 285.00 Total : 970.23
85806	8/30/2022	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES SMEAD 100% RECYCLED FILE FOLDERS 001.4100.4200 POST IT 30% RECYCLED STICKY NOTES 001.4100.4200 CELL PHONE ACCESSORIES CELL PHONE ACCESSORIES 042.9510.4200	95.72 45.24 65.85 Total : 206.81
85807	8/30/2022	001072 AUTO ZONE	VEH#130: DURALAST PREMIUM SEALED VEH#130: DURALAST PREMIUM SEALED 004.8310.4240	 298.88 Total : 298.88
85808	8/30/2022	005516 BASE HILL, INC.	JANITORIAL SERVICES- CITY HALL-AUG 042.9510.4504 COUNCIL CHAMBERS-AUG 042.9510.4504 AURANTIA PARK-AUG 001.6000.4504 COMMUNITY PARK-AUG 001.6000.4504 POLICE DEPT-AUG 001.2000.4504	 1,562.00 311.00 1,454.00 1,950.00 1,080.00 Total : 6,357.00
85809	8/30/2022	002480 CASC ENGINEERING & CONSULTING	FWQ22-002-JUL	

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85809	8/30/2022	002480	CASC ENGINEERING & CONSULTING	
			(Continued)	
			FWQ22-002-JUL	
			001.3200.4551	227.50
			FWQ21-003-JUL	
			FWQ21-003-JUL	
			001.3200.4551	297.50
			FWQ21-004-JUL	
			FWQ21-004-JUL	
			001.3200.4551	297.50
			FWQ22-001-JUL	
			FWQ22-001-JUL	
			001.3200.4551	665.00
			FWQ22-003-JUL	
			FWQ22-003-JUL	
			001.3200.4551	280.00
			CWQ21-001-JUL	
			CWQ21-001-JUL	
			001.3200.4551	87.50
			WQP21-005-JUL	
			WQP21-005-JUL	
			001.3200.4551	87.50
			WQP22-003-JUL	
			WQP22-003-JUL	
			001.3200.4551	227.50
			WQP22-004-JUL	
			WQP22-004-JUL	
			001.3200.4551	332.50
			WQP22-005-JUL	
			WQP22-005-JUL	
			001.3200.4551	350.00
			EXE20-001-JUL	
			EXE20-001-JUL	
			001.3200.4551	420.00
			FWQ19-001-JUL	
			FWQ19-001-JUL	
			001.3200.4551	720.00
			FWQ21-008-JUL	
			FWQ21-008-JUL	

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Voucher	Date	Vendor	Description/Account	Amount
85809	8/30/2022	002480 CASC ENGINEERING & CONSULTING	(Continued)	
			001.3200.4551	280.00
			FWQ20-003-JUL	
			FWQ20-003-JUL	
			001.3200.4551	420.00
			FWQ21-002-JUL	
			FWQ21-002-JUL	
			001.3200.4551	280.00
			FWQ21-007-JUL	
			FWQ21-007-JUL	
			001.3200.4551	280.00
			FWQ21-006-JUL	
			FWQ21-006-JUL	
			001.3200.4551	140.00
			FWQ20-002-JUL	
			FWQ20-002-JUL	
			001.3200.4551	280.00
			Total :	5,672.50
85810	8/30/2022	000143 COMMUNITY WORKS DESIGN GROUP	PLAN CHECK GENERAL - JUL	
			PLAN CHECK GENERAL - JUL	
			001.4100.4547	387.50
			DRA 21-007 PLAN CHECK - JUL	
			DRA 21-007 PLAN CHECK - JUL	
			001.4100.4547	1,627.50
			DRA 21-006 PLAN CHECK - JUL	
			DRA 21-006 PLAN CHECK - JUL	
			001.4100.4547	465.00
			DRA 21-002 PLAN CHECK - JUL	
			DRA 21-002 PLAN CHECK - JUL	
			001.4100.4547	387.50
			CUP 21-007 PLAN CHECK - JUL	
			CUP 21-007 PLAN CHECK - JUL	
			001.4100.4547	542.50
			DRA 21-013 PLAN CHECK - JUL	
			DRA 21-013 PLAN CHECK - JUL	
			001.4100.4547	155.00
			DRA 21-017 PLAN CHECK - JUL	

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Voucher	Date	Vendor	Description/Account	Amount
85810	8/30/2022	000143 COMMUNITY WORKS DESIGN GROUP	(Continued)	
			DRA 21-017 PLAN CHECK - JUL	
			001.4100.4547	310.00
			SPR 22-001 PLAN CHECK & REIMB- JUL	
			SPR 22-001 PLAN CHECK & REIMB- JUL	
			001.4100.4547	320.45
			TRA20001 DE GCF-JUL	
			TRA20001 DE GCF-JUL	
			023.3890.6816	434.70
			TRA20001 DE RTP-JUL	
			TRA20001 DE RTP-JUL	
			030.8495.6816	600.30
			Total :	5,230.45
85811	8/30/2022	005394 DATA TICKET, INC.	PARKING CITATIONS-JUL	
			PARKING CITATIONS-JUL	
			001.1700.4516	63.15
			Total :	63.15
85812	8/30/2022	005493 DIAMOND SHEET METAL	YMCA: SKYLIGHT REPLACEMENT	
			YMCA: SKYLIGHT REPLACEMENT	
			007.8330.6030	16,175.00
			Total :	16,175.00
85813	8/30/2022	003360 DIRECTV	POLICE SATTELITE CABLE - AUG	
			POLICE SATTELITE CABLE - AUG	
			001.2000.4065	78.00
			Total :	78.00
85814	8/30/2022	000085 EAST VALLEY WATER DISTRICT	LMD 04-AUG	
			LMD 04-AUG	
			012.8500.4030	64.84
			POLICE STATION-AUG	
			POLICE STATION-AUG	
			001.2000.4030	177.05
			POLICE STATION-AUG	
			POLICE STATION-AUG	
			001.2000.4030	1,530.49
			STATION # 3-AUG	

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Voucher	Date	Vendor	Description/Account	Amount
85814	8/30/2022	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			STATION # 3-AUG	
			028.2050.4030	26.35
			STATION # 3-AUG	
			029.2100.4030	26.35
			LMD 29-AUG	
			LMD 29-AUG	
			012.8500.4030	254.37
			CITY HALL-AUG	
			CITY HALL-AUG	
			042.9510.4030	223.09
			LMD 15 - A-AUG	
			LMD 15 - A-AUG	
			012.8500.4030	332.50
			LMD 07-AUG	
			LMD 07-AUG	
			012.8500.4030	85.64
			BASELINE MEDIAN-AUG	
			BASELINE MEDIAN-AUG	
			004.8310.4030	541.04
			STATION # 1-AUG	
			STATION # 1-AUG	
			028.2050.4030	99.73
			STATION # 1-AUG	
			029.2100.4030	99.72
			LMD 21- B-AUG	
			LMD 21- B-AUG	
			012.8500.4030	267.60
			STATION # 2-AUG	
			STATION # 2-AUG	
			028.2050.4030	207.32
			STATION # 2-AUG	
			029.2100.4030	207.31
			CITY HALL-AUG	
			CITY HALL-AUG	
			042.9510.4030	35.14
			AURANTIA PARK-AUG	
			AURANTIA PARK-AUG	

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Voucher	Date	Vendor	Description/Account	Amount
85814	8/30/2022	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			001.6000.4030	2,146.62
			LMD 44-AUG	
			LMD 44-AUG	
			012.8500.4030	1,426.91
			LMD 15 - B-AUG	
			LMD 15 - B-AUG	
			012.8500.4030	648.19
			STATION # 2-AUG	
			STATION # 2-AUG	
			028.2050.4030	17.57
			STATION # 2-AUG	
			029.2100.4030	17.57
			BASELINE MEDIAN-AUG	
			BASELINE MEDIAN-AUG	
			004.8310.4030	425.63
			LMD 73-AUG	
			LMD 73-AUG	
			012.8500.4030	59.76
			LMD 37-AUG	
			LMD 37-AUG	
			012.8500.4030	333.42
			STATION # 3-AUG	
			STATION # 3-AUG	
			028.2050.4030	177.09
			STATION # 3-AUG	
			029.2100.4030	177.09
			LMD 21- A-AUG	
			LMD 21- A-AUG	
			012.8500.4030	74.75
			STATION # 3-AUG	
			STATION # 3-AUG	
			028.2050.4030	33.69
			STATION # 3-AUG	
			029.2100.4030	33.69
			POLICE STATION-AUG	
			POLICE STATION-AUG	
			001.2000.4030	52.70

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Voucher	Date	Vendor	Description/Account	Amount
85814	8/30/2022	000085 EAST VALLEY WATER DISTRICT	(Continued) BOULDER MEDIAN-AUG BOULDER MEDIAN-AUG 004.8310.4030 POLICE STATION-AUG POLICE STATION-AUG 001.2000.4030	2,083.96 52.70 Total : 11,939.88
85815	8/30/2022	002190 ENGINEERING RESOURCES OF SO CA	STR20003 DE MSRI-JUL STR20003 DE MSRI-JUL 017.8350.6550	192.50 Total : 192.50
85816	8/30/2022	003073 EWING IRRIGATION PRODUCTS INC	PD: LANDSCAPE & IRRIGATION SUPPLIES PD: LANDSCAPE & IRRIGATION SUPPLIES 001.2000.4045 CITY HALL: IRRIGATION REPAIRS CITY HALL: IRRIGATION REPAIRS 042.9510.4045 LMD 48: IRRIGATION SUPPLIES LMD 48: IRRIGATION SUPPLIES 012.8500.4206 CANYON OAKS: IRRIGATION SUPPLIES CANYON OAKS: IRRIGATION SUPPLIES 016.8540.4206	247.94 215.64 237.12 211.11 Total : 911.81
85817	8/30/2022	000266 FAIRVIEW FORD SALES INC	VEH #117-VEHICLE MAINT VEH #117-VEHICLE MAINT 001.4600.4240	103.54 Total : 103.54
85818	8/30/2022	000108 HIGH TECH SECURITY	YMCA: ANNUAL FIRE INSP 22/23 YMCA: ANNUAL FIRE INSP 22/23 001.6000.4066 LIBRARY: ANNUAL FIRE INSP 22/23 LIBRARY: ANNUAL FIRE INSP 22/23 001.6000.4066	180.00 180.00 180.00

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85818	8/30/2022	000108	000108 HIGH TECH SECURITY	(Continued)
			Total :	360.00
85819	8/30/2022	000105	HIGHLAND CHAMBER OF COMMERCE	CHAMBER LUNCHEON: PLANNING/ENG/PUBLIC SV
			L MAINEZ: CHAMBER LUNCHEON	
			001.4100.4320	25.00
			M MORGAN & C FLOREZ: CHAMBER LUNCHEON	
			001.6020.4330	50.00
			D MORENO: CHAMBER LUNCHEON	
			001.4200.4330	25.00
			C ZAMANO: CHAMBER LUNCHEON	
			001.3200.4330	25.00
			Total :	125.00
85820	8/30/2022	000718	HOUSTON & HARRIS PCS, INC	CCTV INSPECTION: 14TH ST STORM DRAIN
			CCTV INSPECTION: 14TH ST STORM DRAIN	
			004.8310.4570	1,689.00
			Total :	1,689.00
85821	8/30/2022	005873	INTERSTATE STRIPING & SIGNS	TRAFFIC STRIPING MAINT
			TRAFFIC STRIPING MAINT	
			004.8310.4578	1,150.00
			Total :	1,150.00
85822	8/30/2022	003207	ITERIS	SPARE CAMERAS
			SPARE CAMERAS	
			004.8310.4580	3,024.76
			Total :	3,024.76
85823	8/30/2022	000127	K & L HARDWARE	CORP YARD: MISC SUPPLIES
			CORP YARD: MISC SUPPLIES	
			004.8310.4206	58.16
			Total :	58.16
85824	8/30/2022	000207	KONICA MINOLTA	COPIER LEASE-AUG
			PD: COPIER LEASE-AUG	
			001.2000.4205	625.19
			CITY HALL: COPIER LEASE-AUG	
			042.9510.4205	1,759.46

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Voucher	Date	Vendor	Description/Account	Amount
85824	8/30/2022	000207 000207 KONICA MINOLTA	(Continued)	
Total :				2,384.65
85825	8/30/2022	001439 OFFICE SOLUTIONS	OFFICE SUPPLIES & TONER	
			OFFICE SUPPLIES & TONER	
			001.4600.4200	74.75
Total :				74.75
85826	8/30/2022	005326 RP LANDSCAPE & IRRIGATION	LMD 00 BASELINE LANDSCAPING MAINT-AUG	
			LMD 00 BASELINE LANDSCAPING MAINT-AUG	
			012.8500.4585	260.00
			LMD 03 YARNELL LANDSCAPING MAINT-AUG	
			012.8500.4585	150.00
			LMD 01A LANDSCAPING MAINT-AUG	
			012.8500.4585	125.00
			LMD 01B LANDSCAPING MAINT-AUG	
			012.8500.4585	125.00
			LMD 02 LANDSCAPING MAINT-AUG	
			012.8500.4585	660.00
			LMD 34 LANDSCAPING MAINT-AUG	
			012.8500.4585	260.00
			LMD 35 LANDSCAPING MAINT-AUG	
			012.8500.4585	182.00
			LMD 36 LANDSCAPING MAINT-AUG	
			012.8500.4585	280.00
			LMD 37 LANDSCAPING MAINT-AUG	
			012.8500.4585	350.00
			LMD 39 LANDSCAPING MAINT-AUG	
			012.8500.4585	455.00
			LMD 43 LANDSCAPING MAINT-AUG	
			012.8500.4585	150.00
			LMD 44 LANDSCAPING MAINT-AUG	
			012.8500.4585	2,542.00
			LMD 47 LANDSCAPING MAINT-AUG	
			012.8500.4585	176.00
			LMD 48 LANDSCAPING MAINT-AUG	
			012.8500.4585	2,070.00
			LMD 54 LANDSCAPING MAINT-AUG	
			012.8500.4585	512.00

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Voucher	Date	Vendor	Description/Account	Amount
85826	8/30/2022	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			LMD 55 LANDSCAPING MAINT-AUG	
			012.8500.4585	450.00
			LMD 59 LANDSCAPING MAINT-AUG	
			012.8500.4585	20.00
			LMD 61 LANDSCAPING MAINT-AUG	
			012.8500.4585	310.00
			LMD 63 LANDSCAPING MAINT-AUG	
			012.8500.4585	100.00
			LMD 70 LANDSCAPING MAINT-AUG	
			012.8500.4585	550.00
			LMD 76 LANDSCAPING MAINT-AUG	
			012.8500.4585	150.00
			LMD 68 LANDSCAPING MAINT-AUG	
			012.8500.4585	490.00
			LMD 69 LANDSCAPING MAINT-AUG	
			012.8500.4585	95.00
			LMD 73 LANDSCAPING MAINT-AUG	
			012.8500.4585	245.00
			LMD 03A LANDSCAPING MAINT-AUG	
			012.8500.4585	110.00
			LMD 03B LANDSCAPING MAINT-AUG	
			012.8500.4585	110.00
			LMD 04 LANDSCAPING MAINT-AUG	
			012.8500.4585	40.00
			LMD 07 LANDSCAPING MAINT-AUG	
			012.8500.4585	50.00
			LMD 08 LANDSCAPING MAINT-AUG	
			012.8500.4585	142.00
			LMD 09 LANDSCAPING MAINT-AUG	
			012.8500.4585	982.00
			LMD 10 LANDSCAPING MAINT-AUG	
			012.8500.4585	1,936.00
			LMD 11 LANDSCAPING MAINT-AUG	
			012.8500.4585	446.00
			LMD 13 LANDSCAPING MAINT-AUG	
			012.8500.4585	100.00

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Voucher	Date	Vendor	Description/Account	Amount
85826	8/30/2022	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			LMD 15 LANDSCAPING MAINT-AUG	
			012.8500.4585	430.00
			LMD 16 LANDSCAPING MAINT-AUG	
			012.8500.4585	26.00
			LMD 17 LANDSCAPING MAINT-AUG	
			012.8500.4585	586.00
			LMD 20 BASELINE LANDSCAPING MAINT-AUG	
			012.8500.4585	166.00
			LMD 20 STREATER LANDSCAPING MAINT-AUG	
			012.8500.4585	124.00
			LMD 21 LANDSCAPING MAINT-AUG	
			012.8500.4585	124.00
			LMD 22 LANDSCAPING MAINT-AUG	
			012.8500.4585	150.00
			LMD 24 LANDSCAPING MAINT-AUG	
			012.8500.4585	26.00
			LMD 25 LANDSCAPING MAINT-AUG	
			012.8500.4585	160.00
			LMD 29 LANDSCAPING MAINT-AUG	
			012.8500.4585	160.00
			LMD 30 LANDSCAPING MAINT-AUG	
			012.8500.4585	720.00
			LMD 31 LANDSCAPING MAINT-AUG	
			012.8500.4585	470.00
			PARKS LANDSCAPING MAINTENANCE-AUG	
			MEMORIAL PARK LANDSCAPING-AUG	
			001.6000.4585	400.00
			POLICE STATION LANDSCAPING-AUG	
			001.2000.4585	500.00
			CITY HALL LANDSCAPING-AUG	
			042.9510.4585	500.00
			LIBRARY LANDSCAPING-AUG	
			001.6000.4585	600.00
			YMCA LANDSCAPING-AUG	
			001.6000.4585	600.00
			AURANTIA PARK LANDSCAPING-AUG	

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Voucher	Date	Vendor	Description/Account	Amount
85826	8/30/2022	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			001.6000.4585	933.00
			CORP YARD LANDSCAPING-AUG	
			004.8310.4585	400.00
			COMMUNITY PARK LANDSCAPING-AUG	
			001.6000.4585	3,691.00
			CANYON OAK PARK LANDSCAPING-AUG	
			016.8540.4585	356.00
			CUNNINGHAM PARK LANDSCAPING-AUG	
			016.8540.4585	453.00
			SEELEY PARK LANDSCAPING-AUG	
			016.8540.4585	299.00
			OAK CREEK PARK LANDSCAPING-AUG	
			016.8540.4585	556.00
			Total :	27,053.00
85827	8/30/2022	003940 SHAWN'S ELECTRIC	MEMORIAL PARK LIGHTING REPAIR	
			MEMORIAL PARK LIGHTING REPAIR	
			001.6000.4070	425.00
			Total :	425.00
85828	8/30/2022	000204 SOCALGAS	STATION #3-AUG	
			STATION #3-AUG	
			028.2050.4020	36.27
			STATION #3-AUG	
			029.2100.4020	36.26
			Total :	72.53
85829	8/30/2022	006132 SOUTHERN CALIFORNIA CHAPTER	SO CAL SWANA CHAPTER WORKSHOP: MORGAN	
			SO CAL SWANA CHAPTER WORKSHOP: MORGAN	
			001.4200.4330	119.00
			Total :	119.00
85830	8/30/2022	000203 SOUTHERN CALIFORNIA EDISON	SIGNALS-AUG	
			SIGNALS-AUG	
			004.8310.4580	3,104.40
			SMART N FINAL SCE FEES-AUG	
			SMART N FINAL SCE FEES-AUG	

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Voucher	Date	Vendor	Description/Account	Amount
85830	8/30/2022	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			013.8510.4011	25.54
			LMD 70-AUG	
			LMD 70-AUG	
			012.8500.4010	18.68
			TRAFFIC SIG PALM/CYPRESS-AUG	
			TRAFFIC SIG PALM/CYPRESS-AUG	
			004.8310.4580	59.49
			TRAFFIC SIG PALM/CYPRESS-AUG	
			TRAFFIC SIG PALM/CYPRESS-AUG	
			013.8510.4011	40.40
			Total :	3,248.51
85831	8/30/2022	001527 STERICYLCE INC.	SHREDDING SERVICES-JUL	
			SHREDDING SERVICES-JUL	
			001.1200.4626	98.50
			Total :	98.50
85832	8/30/2022	000570 STP COMPLIANCEEHS	CAL OSHA H&S COMPLIANCE TRAINING 22/23	
			CAL OSHA H&S COMPLIANCE TRAINING 22/23	
			001.1600.4310	980.00
			Total :	980.00
85833	8/30/2022	006115 SURE-CLOSE INC	FOOD SCRAP CONTAINER	
			FOOD SCRAP CONTAINER	
			027.8490.4349	12,024.90
			FOOD SCRAP CONTAINERS	
			051.1050	-864.90
			Total :	11,160.00
85834	8/30/2022	000233 WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	
			JANITORIAL SUPPLIES	
			004.8310.4055	23.61
			Total :	23.61
85835	8/30/2022	000237 WILLDAN ASSOCIATES	ICH17006 NON PART SMBMI-IGG-JUL	
			ICH17006 NON PART SMBMI-IGG-JUL	
			027.8490.6813	1,543.75

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Voucher	Date	Vendor	Description/Account	Amount
85835	8/30/2022	000237 000237 WILLDAN ASSOCIATES	(Continued)	Total : 1,543.75
85836	8/30/2022	006001 YUNEX LLC	TRAFFIC SIGNAL MAINT-JUL	
			TRAFFIC SIGNAL MAINT-JUL	
			004.8310.4580	3,283.64
			STREET LIGHT MAINT-JUL	
			STREET LIGHT MAINT-JUL	
			013.8510.4664	2,528.50
			TRAFFIC SIGNAL CALL OUTS-JUL	
			TRAFFIC SIGNAL CALL OUTS-JUL	
			004.8310.4580	5,083.98
			Total :	10,896.12
32 Vouchers for bank code : wfb				Bank total : 112,686.09
32 Vouchers in this report				Total vouchers : 112,686.09

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Voucher	Date	Vendor	Description/Account	Amount
85837	9/6/2022	005737 AGA ENGINEERS, INC.	ON CALL SIGNAL MONIT - JUL ON CALL SIGNAL MONIT - JUL 020.8440.4550	3,200.00 Total : 3,200.00
85838	9/6/2022	000014 ALL CITY MANAGEMENT SERVICES	CROSSING GUARD SERVICES 8/7-8/20 CROSSING GUARD SERVICES 8/7-8/20 002.8200.4530	3,325.02 Total : 3,325.02
85839	9/6/2022	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES OFFICE SUPPLIES 001.4200.4200 BREAKROOM SUPPLIES BREAKROOM SUPPLIES 042.9510.4200	277.79 Total : 104.94 382.73
85840	9/6/2022	000165 AT&T	POLICE DEPT- AUG POLICE DEPT- AUG 001.2000.4060	2,310.26 Total : 2,310.26
85841	9/6/2022	000165 AT&T	BASELINE LITTLE LEAGUE-AUG BASELINE LITTLE LEAGUE-AUG 001.6000.4060	1,117.93 Total : 1,117.93
85842	9/6/2022	000165 AT&T	CITY HALL -AUG CITY HALL -AUG 042.9510.4060	1,117.93 Total : 1,117.93
85843	9/6/2022	003445 BOOT BARN, INC.	UNIFORMS BOOTS: FLOREZ UNIFORMS BOOTS: FLOREZ 001.4200.4249 UNIFORMS BOOTS: WILSON UNIFORMS BOOTS: WILSON	125.00

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Voucher	Date	Vendor	Description/Account	Amount
85843	9/6/2022	003445 BOOT BARN, INC.	(Continued) 001.4200.4249	125.00
Total :				250.00
85844	9/6/2022	005324 CHARLES ABBOTT ASSOCIATES, INC	FIRE MARSHAL - JUL FIRE MARSHAL - JUL 029.2100.4540	4,387.50
Total :				4,387.50
85845	9/6/2022	006099 CHARTER COMMUNICATIONS	POLICE-TELE/INT SERVICE-SEP POLICE-TELE/INT SERVICE-SEP 001.2000.4065 CORP YARD - TELE/INT SVC -SEP CORP YARD - TELE/INT SVC -SEP 004.8310.4060	1,154.54
Total :				672.32
85846	9/6/2022	001035 DEPARTMENT OF JUSTICE	FINGERPRINT APPS - JUL FINGERPRINT APPS - JUL 001.1700.4236	64.00
Total :				64.00
85847	9/6/2022	001764 DEPENDABLE COFFEE & WATER SVC.	CITY HALL: COOLER RENTAL 7/19 CITY HALL: COOLER RENTAL 7/19 042.9510.4200 CORP YARD: COOLER RENTAL 7/9 CORP YARD: COOLER RENTAL 7/9 042.9510.4200 CORP YARD: COOLER RENTAL 8/2 CORP YARD: COOLER RENTAL 8/2 042.9510.4200 CITY HALL: COOLER RENTAL 8/30 CITY HALL: COOLER RENTAL 8/30 042.9510.4200 CORP YARD: COOLER RENTAL 8/30 CORP YARD: COOLER RENTAL 8/30 042.9510.4200 CORP YARD: COOLER RENTAL 7/6 - CORRECT 042.9510.4200	15.47 18.46 18.46 114.75 29.37 29.37

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85847	9/6/2022	001764	DEPENDABLE COFFEE & WATER SVC. (Continued)	
			CORP YARD: COOLER RENTAL 7/6 CORRECT	
			004.8310.4200	-29.37
			CITY HALL: COOLER RENTAL 8/30	
			CITY HALL: COOLER RENTAL 8/30	
			042.9510.4200	15.45
Total :				211.96
85848	9/6/2022	000085	EAST VALLEY WATER DISTRICT	
			BOULDER MEDIAN-AUG	
			BOULDER MEDIAN-AUG	
			004.8310.4030	311.22
			BOULDER MEDIAN-AUG	
			BOULDER MEDIAN-AUG	
			004.8310.4030	323.06
			LMD 02 - E-AUG	
			LMD 02 - E-AUG	
			012.8500.4030	811.43
			LMD 48C-AUG	
			LMD 48C-AUG	
			012.8500.4030	1,644.15
			LMD 48C-AUG	
			LMD 48C-AUG	
			012.8500.4030	1,255.48
			LMD 48-AUG	
			LMD 48-AUG	
			012.8500.4030	1,015.03
			LMD 48B-AUG	
			LMD 48B-AUG	
			012.8500.4030	909.86
			LMD 31-AUG	
			LMD 31-AUG	
			012.8500.4030	373.75
			LMD 00 - BASELINE-AUG	
			LMD 00 - BASELINE-AUG	
			012.8500.4030	887.48
			LMD 22-AUG	
			LMD 22-AUG	
			012.8500.4030	204.82

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85848	9/6/2022	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 03 -YARNELL-AUG	
			LMD 03 -YARNELL-AUG	
			012.8500.4030	48.63
			LMD 02 A-AUG	
			LMD 02 A-AUG	
			012.8500.4030	71.55
			LMD 03 BASELINE-AUG	
			LMD 03 BASELINE-AUG	
			012.8500.4030	105.48
			LMD 20 BASELINE-AUG	
			LMD 20 BASELINE-AUG	
			012.8500.4030	324.69
			LMD 01 A-AUG	
			LMD 01 A-AUG	
			012.8500.4030	141.04
			LMD 70-AUG	
			LMD 70-AUG	
			012.8500.4030	247.72
			LMD 36-AUG	
			LMD 36-AUG	
			012.8500.4030	307.20
			LMD 35-AUG	
			LMD 35-AUG	
			012.8500.4030	104.81
			LMD 06-AUG	
			LMD 06-AUG	
			012.8500.4030	44.52
			LMD 01 B-AUG	
			LMD 01 B-AUG	
			012.8500.4030	90.24
			BEATTIE IRRIGATION-AUG	
			BEATTIE IRRIGATION-AUG	
			001.6000.4030	9,047.93
			LMD 30-AUG	
			LMD 30-AUG	
			012.8500.4030	633.84
			LMD 39-AUG	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85848	9/6/2022	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 39-AUG	
			012.8500.4030	680.17
			CANYON OAKS PARK-AUG	
			CANYON OAKS PARK-AUG	
			016.8540.4030	847.07
			LMD 02 B-AUG	
			LMD 02 B-AUG	
			012.8500.4030	365.38
			LMD 13-AUG	
			LMD 13-AUG	
			012.8500.4030	297.13
			LMD 02 D-AUG	
			LMD 02 D-AUG	
			012.8500.4030	170.13
			LMD 02 C-AUG	
			LMD 02 C-AUG	
			012.8500.4030	301.40
			LMD 08-AUG	
			LMD 08-AUG	
			012.8500.4030	269.19
			LMD 20 STREATER-AUG	
			LMD 20 STREATER-AUG	
			012.8500.4030	117.21
			LMD 70 IRRIGATION-AUG	
			LMD 70 IRRIGATION-AUG	
			012.8500.4030	838.25
			Total :	22,789.86
85849	9/6/2022	004956 FIDELITY SECURITY	VISION -SEP	
			VISION -SEP	
			001.1160	146.53
			VISION -SEP	
			004.1160	31.77
			VISION -SEP	
			006.1160	7.61
			VISION -SEP	
			010.1160	15.21

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Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85849	9/6/2022	004956 FIDELITY SECURITY	(Continued)	
			VISION -SEP	
			012.1160	5.18
			VISION -SEP	
			016.1160	5.18
			VISION -SEP	
			024.1160	0.41
			VISION -SEP	
			041.1160	1.64
			VISION -SEP	
			042.1160	10.36
			VISION -SEP	
			070.1160	3.59
			Total :	227.48
85850	9/6/2022	001122 GALLS, LLC	UNIFORMS: OWENS	
			UNIFORMS: OWENS	
			001.4600.4249	132.79
			Total :	132.79
85851	9/6/2022	004939 GUARDIAN	DENTAL -SEP	
			DENTAL -SEP	
			001.1160	863.47
			DENTAL -SEP	
			004.1160	221.93
			DENTAL -SEP	
			006.1160	14.13
			DENTAL -SEP	
			010.1160	108.09
			DENTAL -SEP	
			012.1160	9.62
			DENTAL -SEP	
			016.1160	9.63
			DENTAL -SEP	
			024.1160	1.78
			DENTAL -SEP	
			041.1160	30.27
			DENTAL -SEP	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85851	9/6/2022	004939 GUARDIAN	(Continued)	
			042.1160	19.25
			DENTAL -SEP	
			070.1160	15.73
			Total :	1,293.90
85852	9/6/2022	000108 HIGH TECH SECURITY	BURG SYSTEMS - SEP	
			CORP YARD: BURGLAR ALARM MONITORING &	
			004.8310.4066	55.00
			COMM PARK: BURGLAR ALARM MONITORING &	
			001.6000.4066	55.00
			CITY HALL: BURGLAR ALARM MONITORING &	
			042.9510.4066	80.00
			FIRE SYSTEM-SEP	
			CORP YARD: FIRE ALARM MONITORING &	
			004.8310.4066	85.00
			LIBRARY: FIRE ALARM MONITORING &	
			001.6000.4066	50.00
			YMCA: FIRE ALARM MONITORING &	
			001.6000.4066	50.00
			POLICE: FIRE ALARM MONITORING &	
			001.2000.4066	85.00
			FS#3: FIRE ALARM MONITORING &	
			028.2050.4066	25.00
			FS#3: FIRE ALARM MONITORING &	
			029.2100.4066	25.00
			CITY HALL: FIRE ALARM MONITORING &	
			042.9510.4066	50.00
			CCTV SYSTEM-SEP	
			CORP YARD: CCTV SYSTEM MAINTENANCE-SEP	
			004.8310.4066	25.00
			COMM PARK: CCTV SYSTEM MAINTENANCE-SEP	
			001.6000.4066	50.00
			AURANTIA PARK: CCTV SYSTEM	
			001.6000.4066	25.00
			CANYON OAKS: CCTV SYSTEM MAINTENANCE-SEP	
			016.8540.4066	25.00
			CITY HALL: CCTV SYSTEM MAINTENANCE-SEP	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85852	9/6/2022	000108 HIGH TECH SECURITY	(Continued) 042.9510.4066	25.00
Total :				710.00
85853	9/6/2022	006133 MAGANA, FERNANDO P	006312/001255 BL DUPLICATE REFUNDED 006312/001255 BL DUPLICATE REFUNDED 001.1450.7450 006312/001255 BL DUPLICATE REFUNDED 051.1493	100.00
Total :				8.00
85854	9/6/2022	000155 NEW YORK LIFE	LIFE -SEP LIFE -SEP 001.1180 LIFE -SEP 004.1180 LIFE -SEP 041.1180 LIFE -SEP 070.1180	9.75 0.65 1.95 0.65
Total :				13.00
85855	9/6/2022	000176 PRINCIPAL LIFE INSURANCE CO	PRINCIPAL -SEP PRINCIPAL -SEP 001.1200.3590 PRINCIPAL -SEP 001.1450.3590 PRINCIPAL -SEP 001.1600.3590 PRINCIPAL -SEP 001.1700.3590 PRINCIPAL -SEP 001.3200.3590 PRINCIPAL -SEP 001.4100.3590 PRINCIPAL -SEP 001.4200.3590 PRINCIPAL -SEP	46.31 67.00 8.09 102.14 35.29 126.01 72.17

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85855	9/6/2022	000176 PRINCIPAL LIFE INSURANCE CO	(Continued)	
			001.4500.3590	50.48
			PRINCIPAL -SEP	
			001.4600.3590	53.62
			PRINCIPAL -SEP	
			001.6000.3590	18.79
			PRINCIPAL -SEP	
			001.6010.3590	18.69
			PRINCIPAL -SEP	
			001.6020.3590	12.16
			PRINCIPAL -SEP	
			004.8310.3590	117.75
			PRINCIPAL -SEP	
			006.8400.3590	31.62
			PRINCIPAL -SEP	
			010.3830.3590	32.19
			PRINCIPAL -SEP	
			012.8500.3590	9.26
			PRINCIPAL -SEP	
			016.8540.3590	9.26
			PRINCIPAL -SEP	
			023.3890.3590	5.26
			PRINCIPAL -SEP	
			024.8470.3590	0.97
			PRINCIPAL -SEP	
			041.9500.3590	14.11
			PRINCIPAL -SEP	
			042.9510.3590	29.72
			PRINCIPAL -SEP	
			070.7000.3590	31.85
			Total :	892.74
85856	9/6/2022	002511 RECORDER-CLERK CO OF SB	DOCUMENT RECORDING SERVICES	
			DOCUMENT RECORDING SERVICES	
			001.1200.4506	60.00
			DOCUMENT RECORDING SERVICES	
			DOCUMENT RECORDING SERVICES	
			001.1200.4506	40.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85856	9/6/2022	002511 RECORDER-CLERK CO OF SB	(Continued)	
			DOCUMENT RECORDING SERVICES	
			DOCUMENT RECORDING SERVICES	
			001.1200.4506	60.00
			DOCUMENT RECORDING SERVICES	
			DOCUMENT RECORDING SERVICES	
			001.1200.4506	20.00
			Total :	180.00
85857	9/6/2022	001414 RICHARDS, WATSON & GERSHON	GENERAL-JUL	
			GENERAL-JUL	
			001.1450.4520	8,829.20
			CFD 21001-JUL	
			CFD 21001-JUL	
			001.3200.4551	2,108.00
			FWQ 21-008-JUL	
			FWQ 21-008-JUL	
			001.3200.4551	51.00
			CODE ENFORCEMENT GENERAL-JUL	
			CODE ENFORCEMENT GENERAL-JUL	
			001.4600.4520	312.00
			COVID-19 DECLARATION OF EMERGENCY-JUL	
			COVID-19 DECLARATION OF EMERGENCY-JUL	
			030.8495.4520	68.00
			CODE ENFORCEMENT CASE#4744-JUL	
			CODE ENFORCEMENT CASE#4744-JUL	
			001.4600.4520	2,566.44
			CODE ENFORCEMENT CASE#3196-JUL	
			CODE ENFORCEMENT CASE#3196-JUL	
			001.4600.4520	3,120.00
			Total :	17,054.64
85858	9/6/2022	000204 SOCALGAS	STATION #2-AUG	
			STATION #2-AUG	
			029.2100.4020	33.79
			STATION #2-AUG	
			028.2050.4020	33.79
			STATION #1-AUG	

Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85858	9/6/2022	000204 SOCALGAS	(Continued)	
			STATION #1-AUG	
			028.2050.4020	30.36
			STATION #1-AUG	
			029.2100.4020	30.36
			POLICE-AUG	
			POLICE-AUG	
			001.2000.4020	2,091.32
Total :				2,219.62
85859	9/6/2022	000203 SOUTHERN CALIFORNIA EDISON	STATION #3-AUG	
			STATION #3-AUG	
			028.2050.4010	1,337.11
			STATION #3-AUG	
			029.2100.4010	1,337.10
Total :				2,674.21
85860	9/6/2022	000226 UNUM LIFE INSURANCE	LONG TERM DISABILITY-SEP	
			LONG TERM DISABILITY-SEP	
			001.1180	684.11
			LONG TERM DISABILITY-SEP	
			004.1180	60.31
			LONG TERM DISABILITY-SEP	
			006.1180	18.50
			LONG TERM DISABILITY-SEP	
			010.1180	37.00
			LONG TERM DISABILITY-SEP	
			041.1180	26.02
			LONG TERM DISABILITY-SEP	
			070.1180	55.63
Total :				881.57
85861	9/6/2022	000233 WAXIE SANITARY SUPPLY	40% RECYCLED BIGFOLD TOWELS	
			40% RECYCLED BIGFOLD TOWELS	
			001.2000.4055	340.83
Total :				340.83
85862	9/6/2022	000237 WILLDAN ASSOCIATES	STR20-001 CE MSRI-JUL	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
85862	9/6/2022	000237 WILLDAN ASSOCIATES	(Continued)	
			STR20-001 CE MSRI-JUL	
			017.8350.6550	504.00
			STR11-005 CS MSRI-JUL	
			STR11-005 CS MSRI-JUL	
			017.8350.6530	545.79
			STR11-006 CS MSRI-JUL	
			STR11-006 CS MSRI-JUL	
			017.8350.6530	420.70
Total :				1,470.49
1002192745	9/6/2022	000004 PUBLIC EMPLOYEE RETIREMENT SYS	PERS HEALTH -SEP	
			PERS HEALTH SEP	
			004.1150	1,683.85
			PERS HEALTH -SEP	
			006.1150	501.70
			PERS HEALTH -SEP	
			010.1150	1,131.35
			PERS HEALTH -SEP	
			012.1150	192.96
			PERS HEALTH -SEP	
			016.1150	192.96
			PERS HEALTH -SEP	
			041.1150	323.07
			PERS HEALTH -SEP	
			070.1150	308.37
			PERS HEALTH -SEP	
			001.1450.3511	69.61
			PERS HEALTH -SEP	
			041.9500.3515	2,200.00
			PERS HEALTH -SEP	
			001.1150	11,264.36
Total :				17,868.23
27 Vouchers for bank code : wfb				Bank total : 87,051.55
27 Vouchers in this report				Total vouchers : 87,051.55



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

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

SUBJECT: Treasurer's Report for July 2022

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

FISCAL IMPACT:

Cash and Investments:	
General Fund	\$11,647,970.73
Special Revenue Funds	\$38,894,138.77
Internal Service Funds	\$ 3,882,666.43
Capital Projects Funds	\$18,935,403.59
Agency Funds	\$ 1,604,721.79
Housing Authority Fund	\$ 3,640,878.37
SARDA Funds	\$ 3,565,081.11

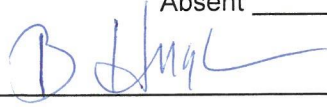
PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

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>5</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

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

CASH AND BANK ACCOUNTS:

Cash on Hand-Office Petty Cash & Change Fund Accounts	1,150.00
Wells Fargo Checking Account	28,131,812.94
Citizens Business Bank Escrow Account (All American Asphalt)	98,270.99

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	1.090%		
General Fund			5,784,104.32	
Special Revenue Funds			17,769,986.00	
Internal Service Funds			4,412,237.00	
Capital Projects Funds			12,884,076.00	
Total City LAIF Funds				40,850,403.32
Housing Authority Fund			3,564,505.83	
Total Housing Authority LAIF Funds				3,564,505.83
Total LAIF Funds				44,414,909.15

- 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 June 2022 is on-line for listing of investments.
- 5) Market Value is based on the June 30, 2022 applicable percentage of 0.987125414
- 6) Market Value is \$43,843,085.58 (\$44,414,909.15 x 0.987125414).

<u>California Asset Management Program (CAMP)</u>	n/a	1.640%		
General Fund			132,267.19	
Special Revenue Funds			1,560,078.00	
Capital Projects Funds			5,721,883.00	
Total CAMP Funds				7,414,228.19

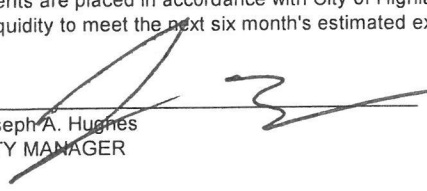
INVESTMENTS: FISCAL AGENT ACCOUNTS

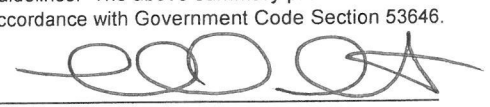
US Bank Corporate Trust Services (Community Facilities Districts)

Community Facilities District (CFD) 90-1				
Administrative Expense Fund #128262-011				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	94,438.87	94,438.87
Fire Protection Expense Fund #128262-012				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	3,037.36	3,037.36
Police Protection Expense Fund #128262-013				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	1,123.42	1,123.42
Community Facilities District (CFD) 2001-1				
Special Tax Fund #217795000				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	357,044.63	357,044.63
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%	13,921.82	13,921.82
Community Facilities District (CFD) 2007-1				
Administrative Expense Fund #260722000				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	8,543.76	8,543.76
Fire Expense Fund #260722001				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	0.47	0.47
Police Expense Fund #260722002				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	0.73	0.73
TOTAL INVESTMENTS US BANK (COMMUNITY FACILITIES DISTRICTS)				478,111.06

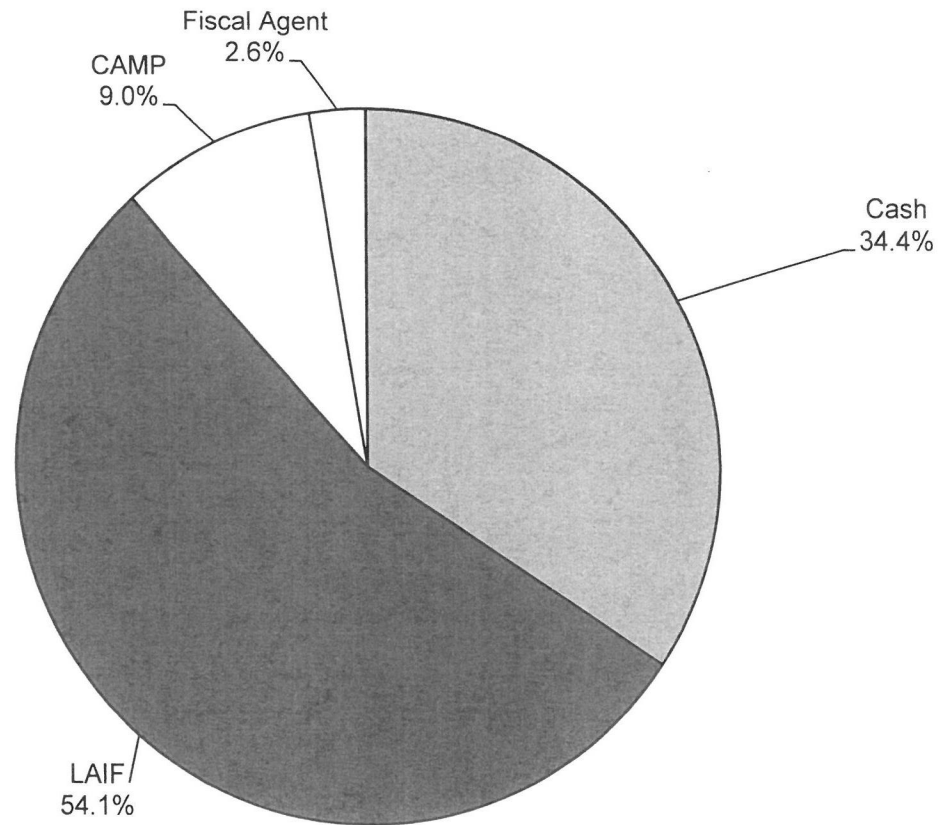
DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: FISCAL AGENT ACCOUNTS (continued)				
<u>US Bank Corporate Trust Services (SARDA)</u>				
2004B Tax Allocation Refunding Bonds				
Special Fund 786709001				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.82%	167.21	167.21
Interest Fund 786709002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Principal Fund 786709003				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 786709004				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.82%	176,424.30	176,424.30
2015A Tax Allocation Refunding Bonds				
Special Fund 268777000				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.82%	46.02	46.02
Interest Fund 268777001				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	0.01	0.01
Principal Fund 268777002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 268777004				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.82%	957,814.06	957,814.06
Expense Account 268777006				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.82%	13,517.48	13,517.48
2017 Tax Allocation Refunding Bonds				
Debt Service Fund 259928000				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Interest Fund 259928001				
Federated Treasury Obligations CUSIP #60934N872	n/a	1.82%	484,409.38	484,409.38
Principal Fund 259928002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
TOTAL INVESTMENTS US BANK (SARDA)				1,632,378.46
TOTAL CASH AND INVESTMENTS				82,170,860.79

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.

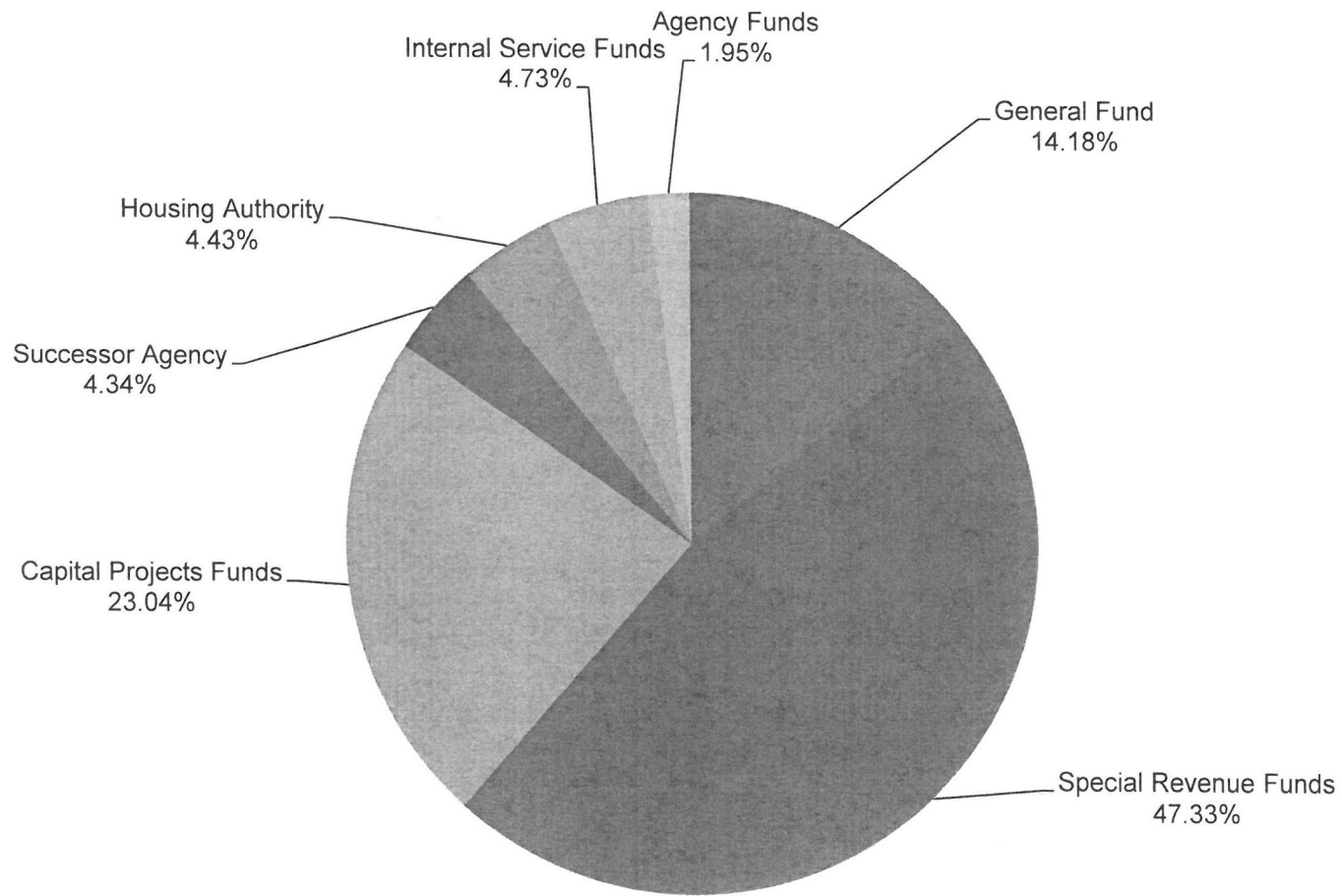
SIGNED: 
Joseph A. Hughes
CITY MANAGER

SIGNED: 
Chuck Dantuono
DIRECTOR OF ADMINISTRATIVE
SERVICES/CITY TREASURER

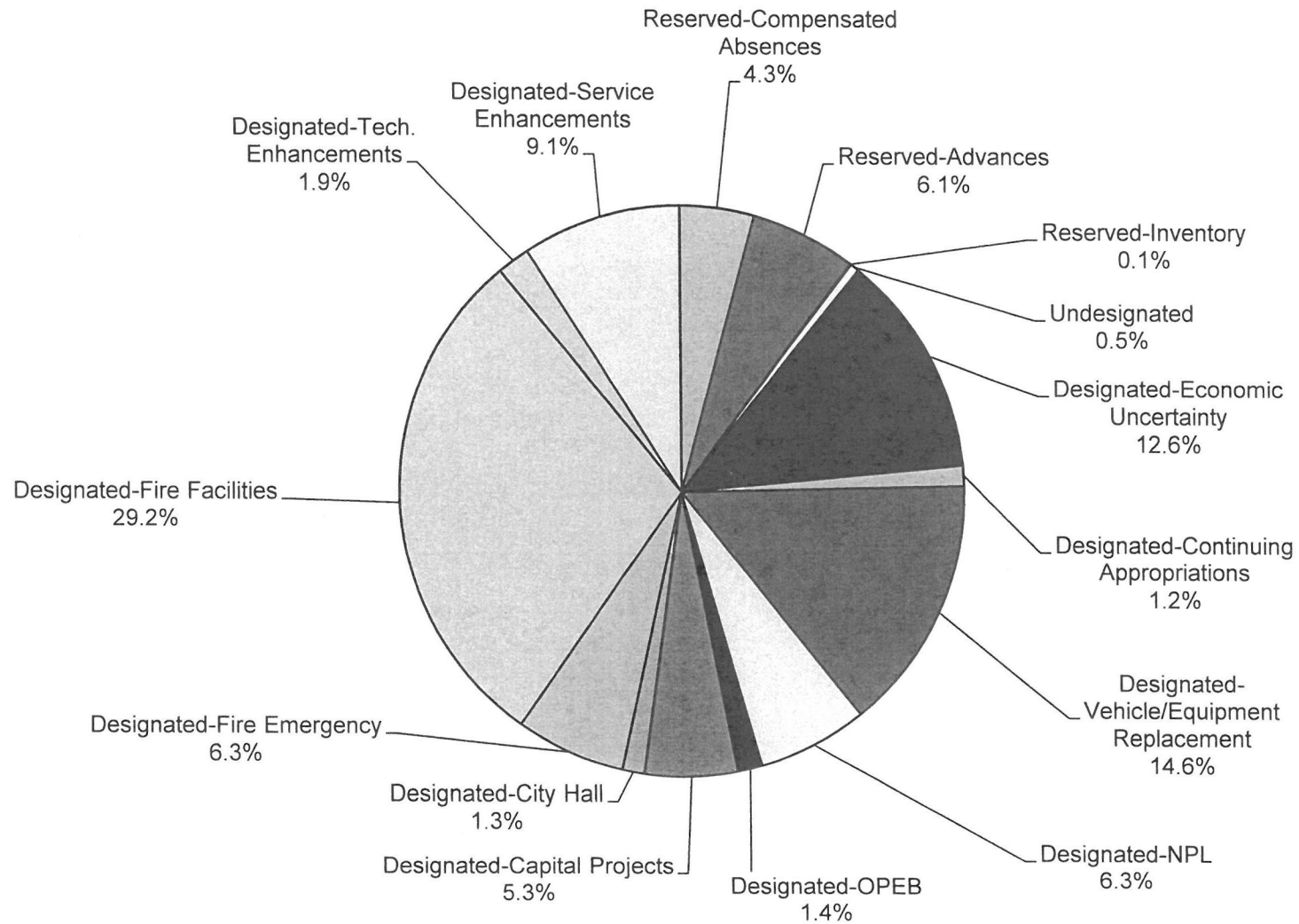
Treasurer's Report



Cash & Investments



General Fund Reserves





STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

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

SUBJECT: Year-end budget adjustments for fiscal year 2021/2022.

RECOMMENDATION: The Finance Subcommittee recommends that the City Council approve the year-end budget adjustments for fiscal year 2021/2022.

FISCAL IMPACT: See the attached spreadsheet for a detailed list of each budget adjustment.

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

BACKGROUND: The following budget adjustments were reviewed and approved by the Finance Subcommittee on September 6, 2022.

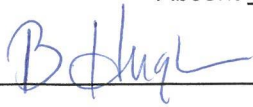
Expenditures:

General Government – Transfers of \$17,615, \$213,540, \$1,500,000, and \$675,000 were made to the Traffic Safety fund, the Landscape Maintenance District fund, the General Capital Financing fund and the General Services fund, respectively, to help fund current and/or future expenditures in these funds. The total of \$2,406,155 will come from 001-2100 (fund balance).

Engineering – An unforeseen and unbudgeted Plan B expenditure in the amount of \$31,715 was incurred this past fiscal year. Also, Engineering went over in their Contract Services-Engineering Projects line item by \$96,500. However, these expenditures will be made up by developer fees paid. The funds for the Plan B expenditures of \$31,715 will come from 001-2516 (Mining Tax-Fund Balance).

Code Enforcement – Code Enforcement went over budget in three line items; Contract Services-Attorney by \$19,500, Contract Services-Code Enforcement by \$66,500 and Contract Services-Board & Secure by \$7,500. These funds (\$93,500) will come from 001-2100 (fund balance).

Graffiti – An unforeseen vehicle maintenance issue (engine) on the graffiti truck caused this line item to go over budget. Staff chose to fix the problem over purchasing a new truck. These funds (\$3,925) will come from 001-2100 (fund balance).

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

Gas Tax – Gas Tax went over budget on Contract Services-Signals by \$73,000 and Traffic Improvements by \$730,000. The Traffic Improvements were budgeted in a prior year and the signal maintenance repairs were unforeseen. These funds (\$803,000) will come from 004-2100 (fund balance).

Development Impact Fees – Construction on the Base Line Interchange project was budgeted for in the prior year. These funds (\$2,975,000) will come from 007-2100 (fund balance).

Street Light District – More maintenance work on streetlights were performed due to needed repairs and accidents. Staff will be reimbursed by the insurance companies for the repairs that were due to accidents. These funds (\$24,000) will come from 013-2100 (fund balance).

Park Maintenance District – Water usage in the PMD fund was higher than budgeted. These funds (\$3,500) will come from 016-2100 (fund balance).

COPS – More grant funds (\$1,330) were received than expected, so they were expended. A budget adjustment for the revenue side is included in the revenue section as well.

Revenues:

Traffic Safety – This is the revenue side of the transfer (\$17,615) from the General Fund.

LMD – This is the revenue side of the transfer (\$213,540) from the General Fund.

COPS – This is the revenue side of the COPS grant expenditures (\$1,330).

General Capital Financing – This is the revenue side of the transfer (\$1,500,000) from the General Fund.

General Services – This is the revenue side of the transfer (\$675,000) from the General Fund.

City-Fiscal Year 2021/2022 Year-End Budget Adjustments-Expenditures

General Fund

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Transfer funds to help offset current year expenditures	001-General	1450-General Government	4102-Operating Xfer Out-Traffic Safety	17,615	-	17,615
Transfer funds to help offset current year expenditures	001-General	1450-General Government	4112-Operating Xfer Out-LMD	213,540	-	213,540
Transfer funds for future expenditures	001-General	1450-General Government	4123-Operating Xfer Out-Gen Capital Fin	1,500,000	-	1,500,000
Transfer funds for future expenditures	001-General	1450-General Government	4142-Operating Xfer Out-General Services	675,000	-	675,000
Engineering expenditures covered by Engineering revenues	001-General	3200-Engineering	4551-Contract Services-Engineering Proj	96,500	280,000	376,500
Unforeseen Plan B expenditures-not budgeted	001-General	3200-Engineering	4605-Contract Services-Conservation Plan	31,715	-	31,715
Used more City Atty resources than budgeted	001-General	4600-Code Enforcement	4520-Contract Services-Attorney	19,500	30,000	49,500
CE Officer out for a year on Military Leave-need contract	001-General	4600-Code Enforcement	4535-Contract Services-Code Enforcement	66,500	-	66,500
Used more Board & Secure resources than budgeted	001-General	4600-Code Enforcement	4557-Contract Services-Board & Secure	7,500	7,500	15,000
Unforeseen maintenance was required on graffiti truck	001-General	6010-Graffiti	4240-Vehicle Maintenance	3,925	1,500	5,425

Gas Tax

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Over budget on Traffic Signal maintenance	004-Gas Tax	8310-Gas Tax	4580-Contract Services-Traffic Signals	73,000	185,000	258,000
Project mostly budgeted in 2020/2021 & done in 2021/2022	004-Gas Tax	8310-Gas Tax	6550-Traffic Improvements	730,000	337,000	1,067,000

Development Impact Fees

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Base Line interchange project-ich09001	007-DIF	007-DIF	6813-Bridge Construction	2,975,000	2,056,000	5,031,000

Street Light District

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
More maint was done than budgeted-some to be reimbursed	013-SLD	8510-SLD	4664-Contract Services-Street Light Maint.	24,000	97,000	121,000

Park Maintenance District

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Water usage was higher than budgeted	016-PMD	8540-PMD	4030-Water	3,500	32,500	36,000

COPS

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Received higher grant amount	021-COPS	8450-AB 3229	4560-Contract Services-Police Services	1,330	160,000	161,330

Summary

Current City Expenditure Budget	86,946,285
Total Proposed Expenditure Increases	6,438,625
Total Proposed City Expenditure Budget	93,384,910

Total Proposed Expenditure Increases 6,438,625

City-Fiscal Year 2021/2022 Year-End Budget Adjustments-Revenues

Traffic Safety

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Transfer funds to help offset current year expenditures	002-Traffic Safety	8200-Traffic Safety	9901-Operating Xfer In-General Fund	17,615	-	17,615

LMD

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Transfer funds to help offset current year expenditures	012-LMD	8500-LMD	9901-Operating Xfer In-General Fund	213,540	-	213,540

COPS

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Received higher grant amount	021-COPS	8450-AB 3229	9350-COPS Grant	1,330	156,000	157,330

General Capital Financing

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Transfer funds for future expenditures	023-General Capital Financing	3890-Capital Construction	9901-Operating Xfer In-General Fund	1,500,000	-	1,500,000

General Services

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Transfer funds for future expenditures	042-General Services	9510-Building Services	9901-Operating Xfer In-General Fund	675,000	-	675,000

Summary

Current City Revenue Budget	49,140,735
Total Proposed Revenue Increases	2,407,485
Total Proposed City Revenue Budget	51,548,220

Total Proposed Revenue Increases 2,407,485



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph Hughes, City Manager

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

PREPARED BY: Jim Richardson, Public Works Manager 

SUBJECT: Contract Award – Pavement Repair Work

RECOMMENDATION: That the City Council award a contract to Mike Roquet Construction, Inc. in the amount of \$25,627 for asphalt repair work on San Francisco and Fleming Streets to resolve excessive standing water issues at the two locations.

FISCAL IMPACT: \$25,627 will be paid from Measure I Funds.

PUBLIC NOTICE: Notices of the City Council agenda were posted at the three locations per Resolution No. 2011-047 and on the City's website.

BACKGROUND: After receiving complaints from area residents of excessive standing water at the two locations at the intersection of San Francisco Street and San Francisco Court, and the corner of Flaming Street and San Francisco Street, staff requested informal quotes from Mike Roquet Construction and All American Asphalt to make the necessary repairs. The City has worked with both of these contractors on similar projects in the past and they have performed satisfactorily. Mike Roquet Construction was the low bidder for both locations. The break down of the bids are as follows:

Location #1 Fleming Street at San Francisco

- 1) Mike Roquet Construction, Inc - \$13,507
- 2) All American Asphalt - \$38,318

Location#2 San Francisco Street at San Francisco Court

- 1) Mike Roquet Construction, Inc. \$12,120
- 2) All American Asphalt - \$12,530

Attachments: Exhibit A – Location #1
Exhibit B - Location #2

M:\Maintenance\Pavement Repairs\San Francisco St. - Fleming St. - San Francisco Ct\Asphalt Repair Work at San Francisco Street and Flemming Street Locations September 2022.doc

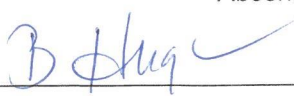
Approved _____	Motion _____	Second _____	Agenda Item No. <u>7</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
			
City Clerk		City Manager	

EXHIBIT A

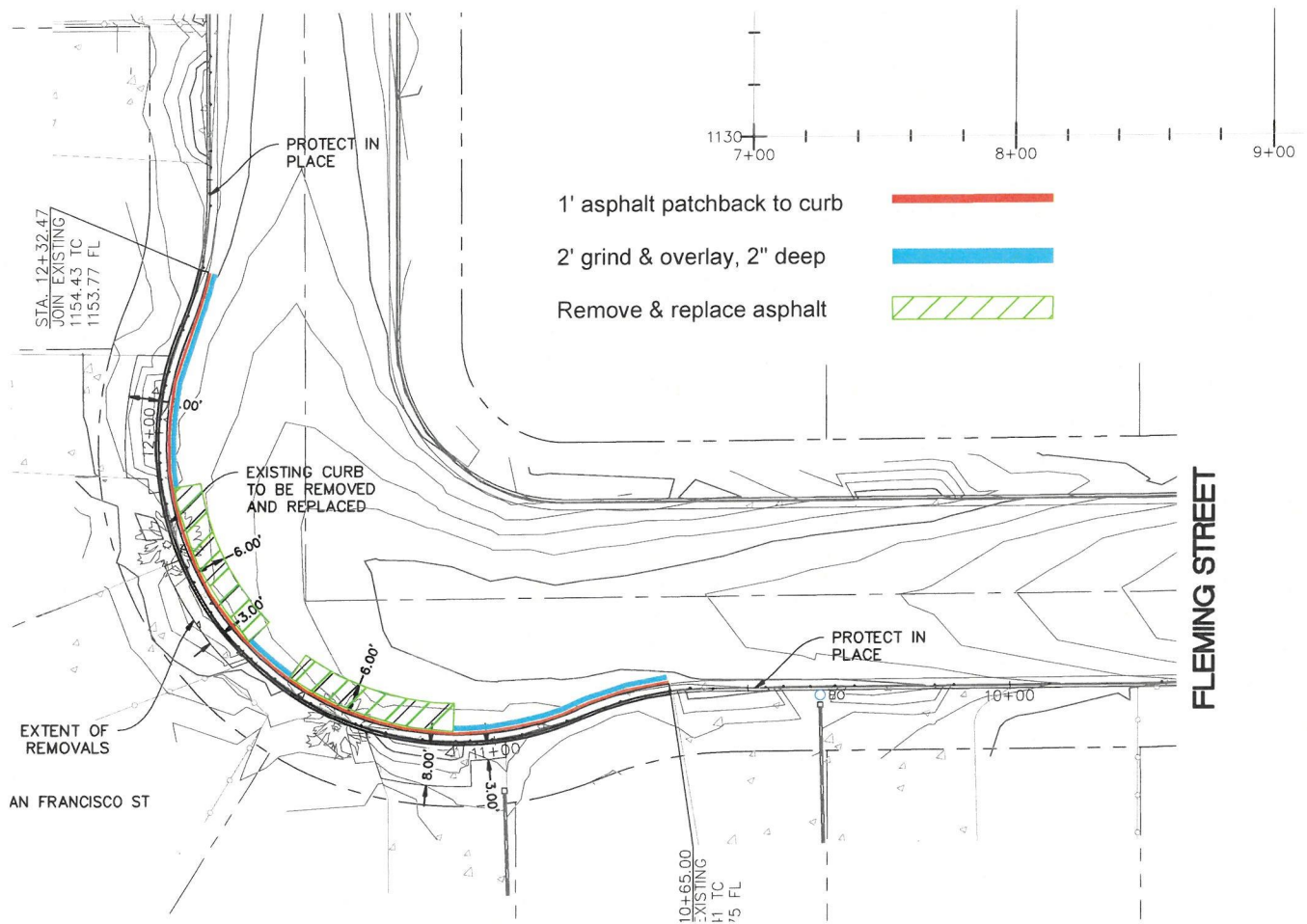


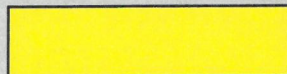
EXHIBIT B

City of Highland



KEY:

Asphalt repair





STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph Hughes, City Manager

REVIEWED BY: Lawrence A. Mainez, Community Development Director 

PREPARED BY: Kim Stater, Assistant Community Development Director 

SUBJECT: Extend a Professional Services Contract to Dudek to amend the City's recently adopted 6th Cycle General Plan Housing Element.

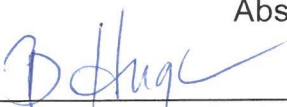
RECOMMENDATION: Staff recommends the City Council:

1. Amend the Scope of Work and Budget of a Professional Service Contract with Dudek to address HCD comments on the City's 6th Cycle Housing Element in an amount not to exceed \$21,820; and
2. Approve the following budget adjustment for Fiscal Year 2022-2023. Transfer \$21,820 from 001-2100 (General Fund-Fund Balance) to be expended from 001-4100-4662 (Contract Services-Housing Element).

FISCAL IMPACT: On June 23, 2020, the City Council awarded a Professional Services Contract to Dudek in the amount of \$128,610 to assist the City with its update of the 6th Cycle Housing Element as well as the Public Health/Safety/Environmental Justice Element. Concurrently, the City was awarded a Senate Bill (SB) 2 Grant in the amount of \$160,000 to offset costs. The work was completed by Dudek as contracted, and the City billed the state for the full contract amount of \$128,610.

Additionally, the 2021/2022 Budget included \$10,000 under Planning Contract Services Housing Element (Account No. 001-4100-4662) for use during the 2021 Fiscal Year. These funds were not utilized during 2021 because the prior costs were covered by the SB 2 Grant. Because there are no remaining funds available through the grant, services under the proposed contract extension by Dudek must be paid from the General Fund. The additional work is anticipated to cost \$21,820. Staff recommends a budget adjustment in the of \$21,820 for fiscal year 2022/2023

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



City Clerk



City Manager

PUBLIC NOTICE: No public notice is required prior to the City Council acting on this item other than posting the Agenda in which the subject matter is noted at three public places per City Council Resolution and on the City's Website.

BACKGROUND: Dudek assisted the City in preparing the 6th Cycle Housing Element as well as the updated Public Health/Safety/Environmental Justice Element. Both Elements were adopted by the City Council on January 26, 2022. The Housing Element was submitted to the California Department of Housing and Community Development (HCD) for review on February 14, 2022. HCD did not certify the Element, but instead provided a comment letter dated April 14, 2022, noting several deficiencies to be addressed (Attachment 1 – HCD Correspondence). Please note that the discrepancy in the HCD cover letter relative to the 3,392 units from Program 5. No such Program exists in the City's General Plan. This provision may have been a discrepancy from another agency, and staff has requested HCD prepare a corrected/revised cover letter for the City of Highland. To respond to the letter, additional work on the document is necessary. Staff is requesting approval by the Council to amend the scope of work and approve a budget adjustment for Dudek, the City's consultant for the project. A copy of Dudek's proposal is attached (Attachment 2).

Attachments: 1. HCD Correspondence
 2. Dudek Proposal

ATTACHMENT 1
HCD Correspondence

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



April 14, 2022

Lawrence Mainez, Director
Community Development Department
City of Highland
27215 Base Line
Highland, CA 92346

Dear Lawrence Mainez:

RE: City of Highland's 6th Cycle (2021-2029) Adopted Housing Element

Thank you for submitting the City of Highland's (City) housing element adopted January 26, 2022 and received for review on February 14, 2022. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The adopted housing element addresses most statutory requirements described in HCD's October 25, 2021 review; however, additional revisions are necessary to fully comply with State Housing Element Law (Article 10.6 of the Gov. Code), see enclosed Appendix.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), as the City failed to adopt a compliant housing element within 120 days of the statutory deadline (October 15, 2021), Program 5 (General Plan and Development Code Update) to rezone 3,392 units to accommodate the regional housing needs allocation (RHNA) must be completed no later than one year from the statutory deadline. Otherwise, the local government's housing element will no longer comply with State Housing Element Law, and HCD may revoke its finding of substantial compliance pursuant to Government Code section 65585, subdivision (i).

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City meets housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf and http://opr.ca.gov/docs/Final_6.26.15.pdf.

HCD appreciates the City's effort throughout the course of the housing element review. We are committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Reid Miller, of our staff, at Reid.Miller@hcd.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul McDougall", with a stylized flourish at the end.

Paul McDougall
Senior Program Manager

Enclosure

APPENDIX CITY OF HIGHLAND

The following changes are necessary to bring the City's housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on HCD's website at <http://www.hcd.ca.gov/community-development/housing-element/housing-element-memos.shtml>. Among other resources, the housing element section contains HCD's latest technical assistance tool, *Building Blocks for Effective Housing Elements (Building Blocks)*, available at <http://www.hcd.ca.gov/community-development/building-blocks/index.shtml> and includes the Government Code addressing State Housing Element Law and other resources.

A. Housing Needs, Resources, and Constraints

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Other Relevant Factors: The element provides some analysis of the "Crime Free" ordinance mentioned in Program 2, but it must specifically analyze the program's impact on affirmatively furthering fair housing (AFFH) throughout the City. While the element states that the Crime-Free Ordinance Program does not have an implication on affirmatively furthering fair housing in the City because it is not targeting specific groups or classes, the analysis does not analyze the ordinance including rental agreement requirements for potential disproportionate impacts to communities of color, lower-income households, persons with disabilities, and survivors of domestic abuse such as automatic eviction after a certain number of call for emergency/police service.

Sites Inventory: While the revised element includes some discussion on the site strategy, there is no discussion to discuss the magnitude of the impact of the strategy, including the number of units by income group relative to locations or neighborhoods within the City, including any isolation of the RHNA and then address whether sites exacerbate or improve segregation and integration. The analysis should also evaluate if there is any isolation of regional housing needs allocation (RHNA) for each component. Specifically, the element identifies most of the sites to meet the lower-income RHNA in neighborhoods west of Boulder which are characterized by lower-opportunity scores and high racial and ethnic concentrations. The analysis justifies this placement by stating that the sites inventory improves conditions by identifying sites to accommodate the moderate or above moderate income RHNA. As part of this analysis the element should identify actions to enhance housing mobility to higher resourced areas of the City, new housing choices and affordability in high opportunity areas, place-based strategies for community preservation and revitalization (including emphasis on concentrated areas of poverty) and displacement protection.

Goals, Priorities, Metrics, and Milestones: Goals and actions must specifically respond to the analysis and to the identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have specific commitment, metrics, and milestones. Action should also explicitly AFFH by, for example, targeting geographic areas of higher need or lower-income or housing opportunities in higher opportunity areas. Finally, actions must address housing mobility enhancement, new housing choices and affordability in high opportunity areas, place-based strategies for community preservation and revitalization (including emphasis on concentrated areas of poverty) and displacement protection. Please see HCD's prior review for additional information.

2. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures... (Gov. Code, § 65583, subd. (a)(5).)*

Design Review: The element includes additional information regarding the City's design review process, concludes that the process is not a constraint but does not analyze the potential impact of the subjective standards on approval certainty, cost, supply, timing, and other relevant factors. Specifically, the element should analyze the following review criteria:

- The design and layout of the proposed development will not unreasonably interfere with the use and enjoyment of neighboring existing or future developments and will not create a traffic or pedestrian hazard.
- The design of the proposed development is compatible with the character of the surrounding neighborhood and will maintain a harmonious, orderly, and attractive development.
- The design of the proposed development would provide a desirable environment for its occupants and visiting public as well as its neighbors through good aesthetic use of materials, texture and color that will remain aesthetically appealing and will retain a reasonably adequate level of maintenance.

Housing for Persons with Disabilities:

Reasonable Accommodation: The element was revised to describe the typical finding for approval of a reasonable accommodation request. However, the element must analyze those finding to ensure that they do not potential constrain housing for persons with disabilities. In particular, the element must evaluate findings related to potential impact on surrounding uses, and physical attributes of the property and structures for consistency with fair housing requirements and current HUD/DOJ guidance.

Constraints on Housing for Persons with Disabilities: While the element was revised to include Housing Program 18 (Residential Care Facilities) to permit residential care

facilitates serving seven or more in at least one zone without discretion, it is unclear if this zoning modification is for licensed care facilities and if the City distinguishes unlicensed group homes from other types of housing. As a reminder zoning and standards should simply implement a barrier-free definition of family instead of subjecting, potentially persons with disabilities, to special regulations. Zoning code regulations that isolate and regulate various types of housing for persons with disabilities based on the number of people and other factors may pose a constraint on housing choice for persons with disabilities.

Crime Free Ordinance: While the adopted element revised Program 2 to provide further analysis on the impact of the City's "Crime Free" ordinance as a potential governmental constraint for housing for persons with disabilities, the program must still address the following:

- whether the program or ordinance applies to both renters and homeowners,
 - whether the program or ordinance is enforced against federally subsidized properties, or against housing that serves specific populations (e.g., people re-entering from contact with the criminal legal system or housing serving people with mental health or developmental disabilities), and
 - whether the program or ordinance requires or encourages property owners to conduct a criminal background check what conduct is covered by the ordinance/policy, and what locations of alleged criminal activity the ordinance covers (e.g., on the premises or off premises).
3. *An analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the availability of financing, the price of land, the cost of construction, the requests to develop housing at densities below those anticipated in the analysis required by subdivision (c) of Government Code section 65583.2, and the length of time between receiving approval for a housing development and submittal of an application for building permits for that housing development that hinder the construction of a locality's share of the regional housing need in accordance with Government Code section 65584. The analysis shall also demonstrate local efforts to remove nongovernmental constraints that create a gap between the locality's planning for the development of housing for all income levels and the construction of that housing. (Gov. Code, § 65583, subd. (a)(6).)*

Requests for Lower Density, Permit Times, and Efforts to Address Nongovernmental Constraints: The adopted element was largely not revised to meet this requirement. Please see HCD's prior review.

B. Housing Programs

1. *The Housing Element shall contain programs which assist in the development of adequate housing to meet the needs of extremely low-, very low-, low- and moderate-income households. (Gov. Code, § 65583, subd. (c)(2).)*

While the adopted element has been revised to include a descriptor in several programs identifying housing for extremely low-income (ELI) being of particular importance, it does not say how the City will incorporate the need for extremely-low income housing as it implements the programs. For example, the City could prioritize funding for projects that have a certain percentage of housing set-aside for ELI units, or could identify special incentives or concessions. Programs that should be modified to provide a specific commitment include Program 4 (Inclusionary Housing), Program 5 (Impact Fees), Program 20 (Affordable Housing Partnerships), and Program 22 (Collaborative Partnerships). .

2. *Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. (Gov. Code, § 65583, subd. (c)(3).)*

As noted in Finding A2 and A3, the element requires a complete analysis of potential governmental and non-governmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs and address and remove or mitigate any identified constraints. In addition, the element must be revised, as follows:

Transitional and Supportive Housing: While the adopted element has been revised to address some of the concerns in HCD's October 25, 2021 review, it should be noted again that transitional and supportive housing must be permitted as a residential use in all zones and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone pursuant to Government Code section 65583(c)(3). While Program 19 includes a commitment to allow transitional housing in this manner, it must also include supportive housing.

3. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law. (Gov. Code, § 65583, subd. (c)(5).)*

As noted in Finding A1, the element must include a complete analysis of AFFH. Based on the outcomes of that analysis, the element must add or modify programs to have clear timelines and quantifiable outcomes or metrics, and to enhance housing mobility strategies, encourage development of new affordable housing in high resource areas, improve place-based strategies to revitalize neighborhoods, and protect residents from displacement.

4. *Develop a plan that incentivizes and promotes the creation of accessory dwelling units that can be offered at affordable rent, as defined in Section 50053 of the Health and Safety Code, for very low, low-, or moderate-income households. For purposes of this paragraph,*

“accessory dwelling units” has the same meaning as “accessory dwelling unit” as defined in paragraph (4) of subdivision (i) of Section 65852.2. (Gov. Code, § 65583, subd. (c)(7).)

While the adopted element has been revised to add a program to include incentives to promote the creation and affordability of accessory dwelling units (ADU), the implementation timeline of Fall 2026 for the ADU incentive program, to have a beneficial impact on the planning period, should be revised with an earlier date in the planning period.

ATTACHMENT 2

Dudek Proposal

Cover Letter

Dudek appreciates the opportunity to continue our work with the City of Highland on the 6th Cycle Housing Element. Our team understands the context of housing needs and opportunities in the City and is pleased to assist the City in the preparation of the revisions needed for the State's final review of the Housing Element.

Our team understands that the 6th cycle housing element certification process is complicated and can vary for each jurisdiction based on reviewer interpretation. We are experienced in navigating the certification and coordination process between jurisdictions and HCD, and we understand the level of analysis and programmatic detail that are necessary to achieve housing element certification. Our team will assist the City with revisions and recommendations that will be needed to achieve certification from the State.

We understand that HCD's certification process is iterative and relies heavily on the context and needs of each jurisdiction, and therefore we cannot guarantee certification. However, in our experience, we know that certification can be achieved through strong explicit commitments from jurisdictions to address housing needs and challenges. Our team is well equipped to advise City staff on needed revisions and next steps to finalize the housing element.

Scope

Task 7 – (augment to existing scope)

Task 7.1 – Revisions and Response to Comment

Dudek assumes the comments received in HCD's April 15, 2022, letter will be addressed as follows:

A. Housing Needs, Resources, and Constraints

City staff will address all revisions necessary to address HCD's comments related to the City's Crime Free Multi-Family Housing Program, including under Finding A1 (e.g., Other Relevant Factors) and A2 (e.g., *Crime Free Ordinance*) of HCD's letter.

Dudek will work in concert with City staff to address comments related to the Sites Inventory and Goals, Priorities, Metrics and Milestones under Finding A1 of HCD's letter. As part of these revisions, Dudek assumes no further sites will be identified for the sites inventory and any changes to support the sites identified in the inventory will be at the programmatic level as recommended by Dudek staff. Dudek staff will work with City staff to revise programs by incorporating actions that affirmatively further fair housing and have specific quantifiable commitments, metrics, and milestones. Based on these revisions, Dudek staff will incorporate a Matrix of Contributing Factors and Actions which includes identified Fair Housing Issues, Contributing Factors to Fair Housing Issues, and Affirmatively Furthering Fair Housing Actions as required to comply with Housing Element requirements.

City staff will address all revisions necessary under Finding A2 of HCD's letter, including findings related to the City's Design Review and housing for persons with disabilities. Dudek staff will provide recommended program revisions to Programs 17 and 18 as they relate to addressing HCD's comments for reasonable accommodation procedures and residential care facilities under Finding A2.

Dudek staff will work with City staff to make necessary revisions to the element under Finding A3 of HCD's letter related to requests for lower densities, and permit times.

B. Housing Programs

Dudek staff will assist with programmatic revisions to the element to address comments related to extremely low-income households, transitional and supportive housing, and clear timelines and quantifiable outcomes and metrics to AFFH under Findings B1, B2 and B3 of HCD's letter. Dudek assumes City staff will provide a revised date for Program 12 to comply with Finding B4 of HCD's letter, which Dudek will incorporate into the revised draft.

In addition, Dudek will prepare a response to comment matrix to include with the revisions to the element. Dudek will work in concert with City staff to complete the response to comment matrix, which will include a brief description of how each comment in HCD's letter has been addressed.

7.2 HCD Coordination, Meetings and Submission to HCD

Dudek will create a final redline version and a clean final version of the revised housing element based on the tasks outlined in 7.1. for the City to post in accordance with housing element law (AB 215).

Dudek will package the final revised housing element including the redline version, signed and adopted resolution, a cover letter signed by the City, and the comment matrix. Dudek will submit the final revised package to HCD as a hard copy sent via mail and an electronic copy via email.

Assumptions:

- 1 meeting with HCD staff
- 2 meetings with City staff
- Consolidated comments from the City in Word document shall be received by Dudek staff prior to meetings.
- Dudek assumes this is the final submittal for HCD review.

Budget

7.1 Revisions and Response to Comment

40 hours – Elizabeth: (40 hours x \$175) \$7,000

50 hours – Erika (50 hours x \$165) \$8,250

7.2 Project Management/Meetings (HCD Coordination, Repackaging and submission to HCD)

10 hours – Asha (10 hours x \$265) \$2,650

16 hours – Erika/Elizabeth (16 hours x \$170) \$2,720

8 hours – pubs and mailing (8 hours x \$150) \$1,200

TOTAL \$21,820



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

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

SUBJECT: Amendment to the Agreement for Specified Payments In-Lieu of Transient Occupancy Taxes (TOT) between San Manuel Band of Mission Indians and the City of Highland.

RECOMMENDATION: The City Council authorize the City Manager to execute the Amendment to Agreement for Specified Payments In-Lieu of Transient Occupancy Taxes (TOT) between San Manuel Band of Mission Indians and the City of Highland.

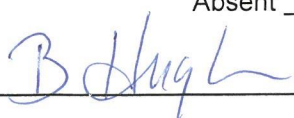
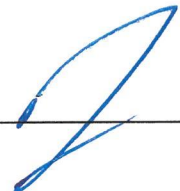
FISCAL IMPACT: The City would continue to receive \$225,000 annually for the next 5 years In-Lieu of Transient Occupancy Taxes.

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

BACKGROUND: On February 13, 2018, the City Council entered into an Agreement with the San Manuel Band of Mission Indians where the City would receive \$225,000 per year, for 5 years, in-lieu of Transient Occupancy Taxes from the Hotel (then known as Sleeping Bear Hotel) owned by San Manuel located at 27959 Highland Avenue (southeast corner of Highland Avenue/Boulder Avenue).

In 2018, San Manuel terminated their agreement with the then, Hampton Inn, and had full discretion to charge for rooms or to comp the hotel rooms. Knowing this could impact Highland revenues, San Manuel offered the Agreement to help offset potential revenue losses to Highland with this guaranteed revenue stream. San Manuel made the fifth and final payment of the Agreement on July 1, 2022. Staff was contact by San Manuel recently to see if Highland was interested in amending the Agreement to add an additional 5 years at \$225,000 annually. The City Attorney has reviewed the Amendment and has approved as to form.

Attachment A-Original Agreement
Attachment B-Proposed Amendment

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

Attachment A

Original Agreement

This Agreement for Specified Payments In Lieu of Transient Occupancy Taxes ("Agreement") is entered into this 13th day of February, 2018 ("Effective Date"), by and between the San Manuel Band of Mission Indians ("San Manuel") and the City of Highland, a California municipal corporation ("City"). San Manuel and the City are referred to collectively in this Agreement as the "Parties" and individually as a "Party."

RECITALS

- A. A San Manuel Affiliate (as defined below) is the owner of the Hampton Inn & Suites Hotel located at 27959 Highland Avenue in the City of Highland, California (the "Hotel")
- B. Currently, the Hotel collects and pays the City Transient Occupancy Taxes ("TOT") pursuant to Chapter 3.20 of the Highland Municipal Code.
- C. San Manuel prefers to provide specified, generally equivalent, payments of revenue to City in lieu of collecting and remitting TOT.
- D. City is willing to accept such specified payments in lieu of collecting any TOT that might be due from occupancy at the Hotel while San Manuel or a San Manuel Affiliate owns it

NOW, THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties agree as follows

AGREEMENT

- 1. **Recitals.** The Parties adopt the Recitals as set forth above and incorporate them into this Agreement as if restated in full
- 2. **San Manuel Affiliate.** A San Manuel Affiliate shall include any corporation, partnership, limited liability company, tribal instrumentality, or other entity that is more than fifty percent owned by San Manuel either directly or indirectly through one or more other entities
- 3. **Payment in Lieu of TOT Revenue.** San Manuel agrees to make an annual payment to the City in an amount equal to \$225,000.00 in lieu of collecting and remitting any TOT due while San Manuel or a San Manuel Affiliate owns the Hotel. Said payment shall be made to the City without any invoice from the City not later than the July 1st
- 4. **Other Tax Revenue.** This Agreement applies only to TOT revenue. To the extent any sales or other tax revenue is generated at the Hotel or from the Hotel property, said taxes shall remain due and owing the City in accordance with the laws of the State of California, the County of San Bernardino, and the City of Highland, and shall not be affected by this Agreement

5. **Agreed Amount.** The Parties agree that the sums paid pursuant to this Agreement represent the Parties' agreement of the TOT amounts that would otherwise be collected by the Hotel. Each annual payment specified in Section 2, above, is intended to represent a payment in advance for the calendar year following the payment. It is the intent of the Parties that this Agreement applies only to San Manuel or a San Manuel Affiliate as the owner of the Hotel, and not to any other owner of the Hotel. The amount agreed herein is not intended to, and does not, apply to amounts that might be owed by any previous owner of the Hotel, which City may collect from such previous owner if due.
6. **Term.** The Term of this Agreement shall be five (5) calendar years from the Effective Date. The Term may be extended by mutual agreement of the Parties. This Agreement shall automatically terminate upon the transfer of ownership or control of the Hotel from San Manuel or a San Manuel Affiliate to any entity that is not San Manuel or a San Manuel Affiliate. San Manuel shall provide notice to the City of any such transfer within thirty (30) calendar days following the date of such transfer.
7. **Use of Funds.** There are no conditions of any kind placed by San Manuel on the use of the funds paid hereunder. City may use the funds for any lawful purpose at the sole discretion of the City Council.
8. **Notices and Payments.** Any notice or payment to be provided under this Agreement shall be delivered as follows.

City City of Highland
27215 Base Line
Highland, California 92346
Attn: City Manager

Applicant: San Manuel Band of Mission Indians
26569 Community Center Drive
Highland, California 92346
Attn: General Manager

9. **Miscellaneous.**
 - a. **No Third Party Beneficiaries.** This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity who is not expressly made a Party and signatory to this Agreement.
 - b. **Assignment.** This Agreement is made by and between the Parties identified herein and may not be assigned without the written consent of both Parties, except that San Manuel may assign this Agreement without consent to a San Manuel Affiliate.

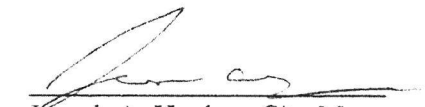
- c **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California
- d. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect
- e **Counterparts.** This Agreement and any and all amendments thereto may be executed in counterparts, and all counterparts together shall be construed as one document
- f **Entire Agreement.** This Agreement constitutes the entire agreement between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, express or implied, between the parties except those expressly set forth in this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by the contracting parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

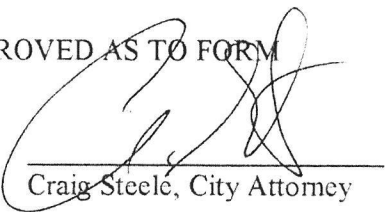
The San Manuel Band of Mission Indians

CITY OF HIGHLAND

By _____

By 
Joseph A. Hughes, City Manager

APPROVED AS TO FORM

By. 
Craig Steele, City Attorney

Attachment B

Proposed Amendment

Amendment to the Agreement for Specified Payments In Lieu of Transient Occupancy Taxes

This Amendment to the Agreement for Specified Payments In Lieu of Transient Occupancy Taxes (this "Amendment") is made and entered into as of September 13, 2022 ("Amendment Effective Date"), by and between the San Manuel Band of Mission Indians, a federally recognized Indian tribe ("San Manuel") and the City of Highland, a California municipal corporation ("City"). San Manuel and the City are referred to collectively in this Agreement as the "Parties" and individually as a "Party."

RECITALS

- A. WHEREAS, San Manuel and City are parties to the Agreement for Specified Payments In Lieu of Transient Occupancy Taxes ("Agreement") entered into on February 13, 2018, pursuant to which City agreed to accept an annual payment to the City by San Manuel in an amount equal to \$225,000.00 in lieu of collecting and remitting any Transient Occupancy Taxes ("TOT") pursuant to Chapter 3.20 of the Highland Municipal Code with respect to the Hampton Inn & Suites Hotel, now known as the Bear Springs Hotel ("Hotel"), located at 27959 Highland Avenue in the City of Highland, due while San Manuel or a San Manuel Affiliate owns the Hotel.
- B. WHEREAS, San Manuel has diligently provided specified payments of revenue to City in lieu of collecting and remitting TOT as required under the Agreement.
- C. WHEREAS, the City is willing to continue accepting such specified payments in lieu of collecting any TOT that might be due from occupancy at the Hotel while San Manuel or a San Manuel Affiliate owns it.

NOW, THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties desire to extend the Agreement and agree as follows:

AGREEMENT

- 1. **Recitals.** The Parties adopt the Recitals as set forth above and incorporate them into this Amendment as if restated in full.
- 2. **Term.** The Term of the Agreement shall be extended for five (5) calendar years from the end of the initial Term to be ten (10) calendar years from the Effective Date of the Agreement. The Term may be extended by mutual agreement of the Parties. The Agreement, as amended by this Amendment, shall automatically terminate upon the transfer of ownership or control of the Hotel from San Manuel or a San Manuel Affiliate to any entity that is not San Manuel or a San Manuel Affiliate. San Manuel shall provide notice to the City of any such transfer within thirty (30) calendar days following the date of such transfer.
- 3. **Effect on Agreement.** Except as specifically amended by this Amendment, all terms of the Agreement are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Items capitalized but not defined herein shall have the same meaning as set forth in the Agreement.

4. **Miscellaneous.**

- a. **No Third Party Beneficiaries.** This Amendment is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity who is not expressly made a Party and signatory to the Agreement.
- b. **Governing Law.** The Agreement, as amended by this Amendment shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California.
- c. **Severability.** If any provision of the Agreement, as amended by this Amendment, is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.
- d. **Counterparts.** This Amendment may be executed in counterparts, and all counterparts together shall be construed as one document.
- e. **Entire Agreement.** The Agreement, as amended by this Amendment, constitutes the entire agreement between the contracting Parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, express or implied between the Parties except those expressly set forth in the Agreement, as amended by this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the Amendment Effective Date.

San Manuel Band of Mission Indians

City of Highland

Approved as to form:



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

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

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

SUBJECT: Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and Highland District Council on Aging, Inc. to provide for senior programs, activities, and services to improve quality of life, physical fitness, social programs, daily interaction, and nutrition to low- and moderate-income seniors.

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

FISCAL IMPACT: The City of Highland participates as a 'Joint-Applicant' with the County of San Bernardino to receive CDBG funding from the Federal Department of Housing and Urban Development (HUD). In Fiscal Year 2022-2023, Highland will receive an allocation of \$413,501.

On February 8, 2022, the City Council held a public hearing to prioritize eligible projects. The Highland Senior Center was allocated \$25,000. The County, through the CDBG Program, will reimburse all City funds used to support the approved Senior Center program.

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

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

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

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

SUBRECIPIENT CONTRACT

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

WITNESSETH

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

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

WHEREAS, on February 8, 2022, the Highland City Council held Public Hearing to allocate the City's Community Development Block Grant Funds for Fiscal Year 2022-2023. During the hearings, the City allocated \$25,000 of CDBG funds to provide life enrichment programs to senior citizens of low- and moderate-income in the City of Highland.

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

1. **SCOPE OF SERVICES**

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

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

2. **TIME OF PERFORMANCE**

Said services of CONTRACTOR shall commence July 1, 2022 and shall be completed no later than June 30, 2023.

3. **COMPENSATION AND METHOD OF PAYMENT**

For performance of such services, CITY shall provide CDBG funds not to exceed \$25,000. This payment shall constitute full and complete compensation for CONTRACTOR's services under this Contract. For the purpose of this Contract, CITY shall disburse compensation and monitor CONTRACTOR's performance in satisfying the scope of work obligations under the terms of this Contract.

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

reimbursement requests must be submitted no later than 30 days after the expiration of this Contract. Requests received after said 30-day period shall be considered non-compliant and not eligible for reimbursement under the terms of this Contract. CONTRACTOR shall submit a final request for reimbursement for the program year no later than July 31, 2023. Any balance remaining on this project after that date will be reprogrammed.

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

4. BUDGET SECTION

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

5. USE OF FUNDS

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

6. BUDGET MODIFICATIONS

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

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

7. CHANGES IN GRANT ALLOCATION

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

8. REVENUE DISCLOSURE REQUIREMENT

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

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

9. JOINT FUNDING

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

10. PROGRAM INCOME

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

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

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

11. FISCAL LIMITATIONS

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

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

12. NON-EXPENDABLE PROPERTY

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

13. EXPENDABLE PERSONAL PROPERTY

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

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

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

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

15. ACQUISITION OF SUPPLIES AND EQUIPMENT

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

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

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

16. PURCHASE AND INVOICE DEADLINES

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

17. TRAVEL AND CONFERENCE RESTRICTIONS

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

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

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

19. MONITORING

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

20. BENEFICIARY QUALIFICATION

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

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

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

21. PROGRAM REPORTING AND RETENTION OF RECORDS

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

22. ACCOUNTING

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

23. AUDITS

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

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

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

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

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

24. ASSIGNMENT

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

25. TERMINATION AND TERMINATION COSTS

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

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

26. REVERSION OF ASSETS

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

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

27. INDEPENDENT CONTRACTOR

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

28. CONTRACT COMPLIANCE

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

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

29. DISCRIMINATION

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

30. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

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

31. CONFLICT OF INTEREST

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

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

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

32. INTENTIONALLY OMITTED

33. HUD HOLD HARMLESS

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

34. INDEMNIFICATION

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

35. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

36. PROOF OF COVERAGE

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

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

37. INSURANCE REVIEW

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

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

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

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

38. Intentionally Omitted

39. COMPLIANCE WITH LAWS

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

40. SUSPENSION AND DEBARMENT

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

41. AMENDMENTS: VARIATIONS

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

42. NOTICES

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

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

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

43. COUNTERPART EXECUTION

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

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

CITY OF HIGHLAND

HIGHLAND DISTRICT COUNCIL ON
AGING, INC.

By: _____
Lawrence A. Mainez, Community Dev. Dir.

By: _____, Board President

Dated: _____

Dated: _____

Federal ID Number or Social Security
Number: 95-3374790

Exhibit 1
PROJECT/ACTIVITY DESCRIPTION

ATTACHMENT A- REQUEST TO INITIATE PROJECT/ACTIVITY

PROJECT/CASE NUMBER: HIGH-22-1-02A/1219

DATE OF ORIGINAL ISSUE: **7/1/2022**

CFDA No: 14.218

ORIGINAL: X

REVISION No.:

TARGET AREA: City of Highland

DATE OF REVISION:

WBSE CODE: 50.60.0008.09

Pursuant to the terms of the Delegate Agency Agreement originally executed on 7/8/2014, (and most current renewal date 7/1/2022) between Community Development and Housing (CDH), and the **City of Highland**, CDH hereby requests that the following project/activity be initiated. There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or in the Activity Description (Attachment B) without written approval of the Director of Community Development and Housing/Supervising CDH Analyst.

PROJECT/ACTIVITY TITLE: Highland-Senior Service Program - Highland District Council on Aging

ACTIVITY LOCATION: 3102 East Highland Ave. Patton Ca. 92369

TOTAL PROJECT FUNDING: \$25,000

CITY CDBG ALLOCATION RELEASED: \$25,000

CITY CDBG FUNDS PROJECTED TO BE EXPENDED AS OF **6/30/2022**: \$0 *

BALANCE OF FUNDS AVAILABLE: \$25,000

DATE OF RELEASE OF FUNDS : 7/1/2022

SCHEDULE OF CDBG ALLOCATION:

Year 1-42	Year 43	Year 44	Year 45	Year 46	Year 47	Year 48	TOTAL OF
						B22UC060503	
<u>(75-2017)</u>	<u>(2017-18)</u>	<u>(2018-19)</u>	<u>(2019-20)</u>	<u>(2020-21)</u>	<u>(2021-22)</u>	<u>(2022-23)</u>	<u>48 YEARS</u>
\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0

MAINTENANCE AND OPERATION BUDGET/AGREEMENT:

OTHER PERTINENT INFORMATION: City certifies all requests for reimbursement from CDH contain proof of payment, all supporting documentation for costs incurred and a Monthly Program Progress Report. *

ACCEPTANCE OF REQUEST TO INITIATE PROJECT/ACTIVITY

I hereby acknowledge the receipt of the Request to Initiate the above Project/Activity and agree to implement the activity described in Attachment B (Project/Activity Description) in accordance with the above Allocation and Balance of Funds Available subject to necessary approvals of the Board of Supervisors. The proposed budget for this project is as follows:

CONSULTANT SERVICES: \$0

SPACE RENT: \$0

CONTRACT SERVICES: \$25,000

RENT/LEASE OR PURCHASE OF

PERSONNEL EXPENSES: \$0

EQUIPMENT: \$0

CONSUMABLE SUPPLIES: \$0

OTHER: \$0

TOTAL CITY CDBG ALLOCATION AVAILABLE: \$25,000

IMPLEMENTING CITY: CITY OF HIGHLAND

DATE: _____

SIGNATURE: _____

TITLE: _____

SAN BERNARDINO COUNTY

Leonard X. Hernandez, Chief Executive Officer

DATE

ATTACHMENT B - PROJECT/ACTIVITY DESCRIPTION

PROJECT/CASE NUMBER : HIGH-22-1-02A/1219 **DATE OF ORIGINAL ISSUE:** 7/1/2022
CFDA No. : 14.218 **ORIGINAL:** X **REVISION No.:**
TARGET AREA : City of Highland **DATE OF REVISION:**
PROJECT/ACTIVITY TITLE: Highland-Senior Service Program - Highland District Council on Aging
ACTIVITY LOCATION: 3102 East Highland Ave. Patton Ca. 92369
TIME OF PERFORMANCE: July 1, 2022 through June 30, 2023

SUSPENSION AND DEBARMENT: By entering this Contract, the City of Highland certifies that the Highland District Council on Aging, including its principals, is not suspended or debarred from participating in federally funded contracts and sub-awards. The City may research the agency's status online at the System for Award Management (SAM) website <https://sam.gov/content/home>

ACTIVITY DESCRIPTION: The City of Highland will contract with Highland District Council on Aging to provide various senior services. Such program will include: recreational and educational activities. The program will be provided at 3102 East Highland Avenue, Patton Ca. San Bernardino County Department of Community Development and Housing, herein after referred to as CDH, will reimburse the City of Highland in the amount not to exceed the "CDBG Allocation Released" on the Attachment A for the services necessary to implement this program. Federal, state, county and city rules and regulations will apply.

The Highland District on Aging shall sign a contract with the City of Highland addressing the scope of service and the terms and conditions. The contract shall remain in effect during the period that the services are provided for which CDBG funds will be requested for reimbursement. The contract with the Highland District Council on Aging shall comply with requirements listed in 24 CFR 570.503 including: Agreements with Subrecipients; Statement of Work; Records and Reports; Program Income; Uniform Administrative Requirements; Other Program Requirements; Conditions for Religious Organizations; Suspension and Termination; Reversion of Assets; and Exhibits 3(a) & 3(b) 1 of 2 and 2 of 2.

In addition, the Highland District Council on Aging shall comply with all applicable regulations listed in the City-County Delegate Agency Agreement, No.14-414, Attachment C, Section IV. City shall maintain monthly program reports and records on the services provided. CDBG funds cannot be used for entertainment, gifts or fund-raising activities. Reimbursement expenditures must be appropriately documented. City shall comply with conflict of interest provisions and shall not exclude any person from funded programs on the grounds of race, sex, creed, color, religion or national origin.

CDBG funds cannot be used to replace other local or state monies to fund essential services typically offered by the City. The City shall certify the eligible use of CDBG funds on Certification of CDBG Funded New or Expanded Service, Exhibit 5. This program is available to low- and moderate-income persons and requires documentation that at least 51% of the persons served are from income qualifying households. In order to document that 51% of the persons served are from income qualifying households, a Beneficiary Qualification Statement, Exhibit 3(a), must be completed for each person that participates in the program. A Spanish version of the Beneficiary Qualification Statement, Exhibit 3(b), can be completed for Spanish speakers who prefer it, however, the County cannot guarantee the accuracy of the translation and CDH cannot be held responsible for any errors. The Beneficiary Qualification Statement will then be used to complete and submit the Monthly Program Progress/Direct Benefit Report, Exhibit 4, to CDH. The Monthly Program Progress/Direct Benefit Reports must be submitted to CDH for each month that CDBG reimbursement is requested. It is anticipated that a monthly average of approximately 30 persons will participate in the various programs. A "Unit of Service" is defined as each person attending an outreach and/or program activity, in a given month. The number of clients times the total number of program activities per month will reflect the total units of service which results in the measurable outcome. The measurable outcome will be recorded on Part I: Monthly Program Progress Report, Exhibit 4, and the number of unduplicated first-time clients (persons) who participated in the program during the fiscal year will be recorded on Part II: Direct Benefit Report, Exhibit 4.

The City of Highland understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program. Examples include: construction completed resulting in improved access to services/public facilities/park & recreation/street improvements, etc.

The City of Highland will submit a final request for reimbursement for the program year no later than July 15, 2023. Note: After July 31, 2023, any balance remaining in this project will be reprogrammed.

IMPLEMENTING CITY: CITY OF HIGHLAND **DATE:** _____

SIGNATURE: _____ **TITLE:** _____

SAN BERNARDINO COUNTY

Leonard X. Hernandez, Chief Executive Officer

DATE

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u>	<u>PROJECT/CASE NUMBER :</u>
Highland-Senior Service Program - Highland District Council on Aging	HIGH-22-1-02A/1219
<u>Name/Address of Contract Agency:</u>	<u>Date of Issue:</u>
Highland -Senior Service Program 3102 East Highland Avenue, Patton Ca 92389	☒ Original: Beginning 7/1/2022 ☐ Amendment No.:

PROJECT/ACTIVITY DESCRIPTION

SERVICES :

This program is available to low and moderate income persons and requires documentation that at least 51% of the persons receiving services are from income qualifying households, a Beneficiary Qualification Statement, Exhibit 3(a), must be completed for each person that participates in the program. A Spanish version of the Beneficiary Qualification Statement will then be used to complete and submit the Monthly Program Progress/direct Benefit Report, Exhibit 4, to the County Community Development and Housing Department. Then Monthly Program Progress/Direct Benefit Reports must be submitted to the County for each month that CDBG reimbursement is requested. It is anticipated that a monthly average of approximately 30 persons will benefit from this program. A Unit of Service is defined as each person attending or receiving a benefit, in a given month. The number of clients times the total number of services received per month will reflect that total units of service which results in the measurable outcome. The measurable outcome will be recorded on Part I: Monthly Program Progress Report, Exhibit 4, and the number of unduplicated first-time clients.

UNITS OF SERVICE:

The units of service must be reported on Part I: Monthly Program Report, Exhibit 4. A unit of service is defined as one (1) adult or youth from a low to moderate income household participating in one (1) program activity.

TIME OF PERFORMANCE: July 1, 2022 through June 30, 2023

PROGRAM PARTICIPANT PERFORMANCE STANDARDS:

CDBG Activity: Provide various programs to about 30 low to moderate income seniors. The scope of the project is presented in the attached Exhibits 1 through 4

Measurable Outcome: CDBG funds will be used for senior programs to about 30 low to moderate income seniors.

In addition to units of service, Highland District Council on Aging will report unduplicated client counts on the Monthly Program Progress/Direct Benefit Report, Exhibit 4.

OPERATIONS:

Services will be provided at the 3102 East Highland Avenue, Patton CA 92369

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland-Senior Service Program - Highland District Council on Aging	<u>PROJECT/CASE NUMBER :</u> HIGH-22-1-02A/1219
<u>Name/Address of Contract Agency:</u> Highland -Senior Service Program 3102 East Highland Avenue, Patton Ca 92389	<u>Date of Issue:</u> ☒ Original: Beginning 7/1/2022 ☐ Amendment No.:

BUDGET SUMMARY

A. Budget Items	Projected Expenses
Personnel	\$17,000
Consultant/Contract Services (Auditing, Accounting or Payroll Services)	\$0
Travel	\$0
Space Rent	\$8,000
Consumable Supplies	\$0
Rental, Lease, or Purchase of Equipment	\$0
Insurance	\$0
Other (Utilities, Land-line Phones, Cellular Phones, Internet Service, Postal Services, Security Clearances, Approved Subsidies/Scholarships, Administrative and Indirect Costs)	\$0
Total Budget:	\$25,000
B. Sources of Funding	Amount of Revenue
1.	
2.	
3.	
4.	
5. *CDBG Share	\$25,000
Total Sources of Funding:	\$25,000

*Project Allocation: \$25,000 (Allocated dollars can only be expended in the categories listed under subsection A of Budget Summary above.)

Time of Performance: July 1, 2022 through June 30, 2023

Special Instructions or Restrictions:

For programs with multiple funding sources, administrative and indirect costs charged to this grant must be determined using the City's approved Cost Allocation Plan.

The current standard Internal Revenue Service mileage allowance will be used for reimbursement of authorized costs associated with vehicle operation under this contract.

City will submit a final request for reimbursement for the program year no later than July 15, 2023. After July 31, 2023, any balance remaining in this project will be reprogrammed.

COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland-Senior Service Program - Highland District Council on Aging	<u>PROJECT/CASE NUMBER :</u> HIGH-22-1-02A/1219				
<u>Name/Address of Contract Agency:</u> Highland -Senior Service Program 3102 East Highland Avenue, Patton Ca 92389	<u>Date of Issue:</u> <table style="width:100%;"> <tr> <td style="width:50%; text-align: center;">☒ Original: Beginning</td> <td style="width:50%; text-align: right;">7/1/2022</td> </tr> <tr> <td style="text-align: center;">☐ Amendment No.:</td> <td></td> </tr> </table>	☒ Original: Beginning	7/1/2022	☐ Amendment No.:	
☒ Original: Beginning	7/1/2022				
☐ Amendment No.:					

BENEFICIARY QUALIFICATION STATEMENT

This form has the purpose of providing information needed to qualify the use of federal Community Development Block Grant (CDBG) funds for the project/activity described above. This statement must be completed and signed by the person (or legal guardian of the person) requesting to receive benefits from the described project/activity. **Only one statement per person, per fiscal year is required (Fiscal Year begins July 1 and ends June 30).**

Please answer each of the following questions.

1. This question helps you determine the size of your household. For this question a household is a group of related or unrelated persons occupying the same house with at least one member being the head of the household. Renters, roomers, or borders cannot be included as household members.

How many persons are in your household? _____

2. This question asks if you are from a low- and moderate-income household. For this question, a list of the EXTREMELY LOW-INCOME, VERY LOW-INCOME and LOW-INCOME categories* are presented below. Please add up the combined gross annual income of all persons in your household from all sources of income. **In the blanks provided, write (yes) or (no) if your combined gross annual income is equal to or less than the, EXTREMELY LOW-INCOME, VERY LOW-INCOME, or LOW-INCOME amount for the number of persons in your household.**

YES/NO

EXTREMELY LOW-INCOME	_____
VERY LOW-INCOME	_____
LOW-INCOME	_____

	Number of Persons in Your Household							
	1	2	3	4	5	6	7	8
EXTREMELY LOW-INCOME LIMIT (\$)	18,500	21,150	23,800	27,750	32,470	37,190	41,910	46,630
VERY LOW-INCOME LIMIT (\$)	30,800	35,200	39,600	44,000	47,550	51,050	54,600	58,100
LOW-INCOME LIMIT (\$)	49,300	56,350	63,400	70,400	76,050	81,700	87,300	92,950

*FY 2022 Income Limits Summary, released 4/1/2022.

Source: <https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn>

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland-Senior Service Program - Highland
District Council on Aging

PROJECT/CASE NUMBER :

HIGH-22-1-02A/1219

Name/Address of Contract Agency:

Highland -Senior Service Program
3102 East Highland Avenue, Patton Ca 92389

Date of Issue:

☒ Original: Beginning 7/1/2022

☐ Amendment No.:

3. Please indicate how you identify yourself by checking only one of the following choices:

	Hispanic	Non-Hispanic
White	☐	☐
Black/African American	☐	☐
American Indian/Alaskan Native	☐	☐
Asian	☐	☐
Native Hawaiian/Other Pacific Islander	☐	☐
American Indian/Alaskan Native & White	☐	☐
Asian & White	☐	☐
Black/African American & White	☐	☐
American Indian/Alaskan Native & Black/African American	☐	☐
Balance/Other	☐	☐

4. Please check whether you belong to a Female Headed Household: ☐ YES ☐ NO

5. Please describe the condition that would qualify you as being considered in one of the following presumed low- and moderate-income categories: abused child, battered spouse, elderly person, homeless person, disabled adult, illiterate person, or migrant farm worker:

(Description) _____

ACKNOWLEDGMENT AND DISCLAIMER

**I CERTIFY UNDER PENALTY OF PERJURY THAT INCOME AND HOUSEHOLD STATEMENTS
MADE ON THIS FORM ARE TRUE.**

NAME : _____ DATE : _____

ADDRESS : _____ CITY : _____ ZIP : _____

SIGNATURE : _____ PHONE : _____

The information you provide on this form is for Community Development Block Grant (CDBG) program purposes only and will be kept confidential.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

<u>Project/ Activity Title:</u> Highland-Senior Service Program - Highland District Council on Aging	<u>PROJECT/CASE NUMBER :</u> HIGH-22-1-02A/1219
<u>Name/Address of Contract Agency:</u> Highland -Senior Service Program 3102 East Highland Avenue, Patton Ca 92389	<u>Date of Issue:</u> ☒ Original: Beginning 7/1/2022 ☐ Amendment No.:

DECLARACIÓN DE LA CALIFICACIÓN DEL BENEFICIARIO

Esta forma tiene el propósito de proporcionar la información necesaria para calificar el uso de los fondos federales del bloque del desarrollo de la comunidad (CDBG) para el proyecto/actividad descrito arriba. Esta declaración se debe llenar y firmar por la persona (o la tutela legal de la persona) que solicita para recibir beneficios del proyecto/actividad descrito. Solamente una declaración por persona, por año se requiere.

Conteste por favor a cada una de las preguntas siguientes.

1. Esta pregunta le ayuda a determinar el tamaño de su casa. En esta pregunta un hogar es un grupo de personas relacionadas o sin relación que ocupan la misma casa por lo menos con un miembro que es la cabeza de la casa. Los inquilinos no se pueden incluir como miembros de la casa.

¿Cuántas personas viven en su casa? _____

2. Esta pregunta explica si usted es de un hogar de ingresos bajos y moderados. Para esta pregunta, la lista de categorías de INGRESOS-ESTREMADO BAJOS, INGRESO-BAJOS *se presenta abajo. Sume por favor para arriba los ingresos brutos anuales combinados de todas las personas en su hogar y de todas las fuentes de los ingresos. En el espacio en blanco, escriba (sí) o (no) si su ingreso anual grueso combinado es igual o menos que la cantidad de INGRESOS-ESTREMADO BAJOS, INGRESOS-MUY BAJOS, INGRESO-BAJOS para el número de personas en su casa.

	Sí/No
INGRESOS-ESTREMADO BAJOS	_____
INGRESOS-MUY BAJOS	_____
INGRESO-BAJOS	_____

	Numero de Personas en su Hogar							
	1	2	3	4	5	6	7	8
INGRESOS-ESTREMADO BAJOS (\$)	18,500	21,150	23,800	27,750	32,470	37,190	41,910	46,630
INGRESOS-MUY BAJOS (\$)	30,800	35,200	39,600	44,000	47,550	51,050	54,600	58,100
INGRESO-BAJOS (\$)	49,300	56,350	63,400	70,400	76,050	81,700	87,300	92,950

* Tomado de FY 2022 Resumen Límites de Ingresos: <https://www.huduser.gov/portal/datasets/il/il2022/2022summary>

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

Highland-Senior Service Program - Highland
District Council on Aging

PROJECT/CASE NUMBER :

HIGH-22-1-02A/1219

Name/Address of Contract Agency:

Highland -Senior Service Program
3102 East Highland Avenue, Patton Ca 92389

Date of Issue:

☒ Original: Beginning 7/1/2022
☐ Amendment No.:

3. Indique por favor cómo se identifica usted, marcando solamente una de las opciones siguientes:

	Hispano	No-Hispano
Blanco	☐	☐
Negro/Afro Americano	☐	☐
Indio Americano/Nativo de Alaska	☐	☐
Asiático	☐	☐
Nativo Hawaiano/Otra Isla del Pacífico	☐	☐
Indio Americano/Nativo de Alaska & Blanco	☐	☐
Asiático & Blanco	☐	☐
Negro/Afro Americano & Blanco	☐	☐
Indio Americano/Nativo de Alaska & Negro/Afro Americano	☐	☐
Balance/Otro	☐	☐

4. Marque por favor si usted pertenece a un hogar encabezado femenino: ☐ Sí ☐ No

5. Por favor describa la condición de que se calificaría como siendo considerado en una de las siguientes categorías de ingresos bajos y moderados presunta: niño abusado, maltratado cónyuge, persona de edad avanzada, personas sin hogar, adultos discapacitados, personas analfabetas, o trabajador agrícola
(Description)

RECONOCIMIENTO Y NEGACIÓN

CERTIFICO BAJO PENA DE PERJURIO QUE LAS DECLARACIONES HECHAS EN ESTA FORMA, ACERCA DE LOS INGRESOS Y DE LAS CUENTAS DE LA CASA SON VERDADERAS.

NOMBRE: _____ FECHA _____

DOMICILIO: _____ CIUDAD : _____ CODIGO : _____

FIRMA : _____ TELEFONO : _____

La información que usted proporciona en esta forma es para los propósitos del programa de fondos del bloque del desarrollo de la comunidad (CDBG) solamente y será mantenida confidencial.

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title: Highland-Senior Service Program - Highland District Council on Aging	PROJECT/CASE NUMBER : HIGH-22-1-02A/1219
Name/Address of Contract Agency: Highland -Senior Service Program 3102 East Highland Avenue, Patton Ca 92389	Date of Issue: X Original: Beginning 7/1/2022 _____ Amendment No.:

MONTHLY PROGRAM PROGRESS AND DIRECT BENEFIT REPORT For the Month of _____, 20

PART I: MONTHLY PROGRAM PROGRESS REPORT

A. Units of Service Provided and Description

In the space provided under each type of service listed below, summarize what your program has accomplished during this month. Include location, number of persons served, services/benefits provided, and a description of the clients served. Also report the number of "Units of Service" provided, as defined in the Project/Activity Description (Exhibit 1 of the agreement). Attach additional pages if needed.

Type of Service:	Anticipated Units of Service	
1. Various senior programs that provide recreational and educational activities	Goal/Mo.: 30	Actual/Mo.:
2. _____	Goal/Mo.: 	Actual/Mo.:

B. Monthly Beneficiary Count (may include individual persons or households previously counted during this grant/program year) Total number of beneficiaries (clients/participants) served this month (**choose 1 category only**):

Number of Persons _____ OR Number of Households _____

PART II: DIRECT BENEFIT REPORT

Direct Benefit Statistics (Unduplicated first-time client counts since start of contract; taken from Beneficiary Qualification Statement forms)
 Enter the number of first-time program beneficiaries directly assisted this month (**check 1 box**)

Count only as: ☐ Individual Persons or ☐ Households

Extremely Low-Income: _____ + Very Low-Income: _____ + Low-Income: _____ = **All Beneficiaries:**

Racial Identity Categories	Hispanic (a)	Non-Hispanic (b)	Hispanic (c)	Non-Hispanic (d)
White	_____	_____	American Indian/Alaskan Native & White	_____
Black/African American	_____	_____	Asian & White	_____
American Indian/Alaskan Native	_____	_____	Black/African American & White	_____
Asian	_____	_____	Amer. Indian/Alaskan Native & African Amer.	_____
Native Hawaiian/Other Pacific Islander	_____	_____	Balance/Other	_____

Total of Racial Identity Categories: Add columns (a)+(b)+(c)+(d) from above. Match to "All Beneficiaries" total above:

Female Headed Households : _____

Signed : _____ Title : _____ Date : _____

Printed Name: _____ Telephone No./Ext. _____

SAN BERNARDINO COUNTY COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title: Highland-Senior Service Program - Highland District Council on Aging	PROJECT/CASE NUMBER : HIGH-22-1-02A/1219
Name/Address of Contract Agency: Highland -Senior Service Program 3102 East Highland Avenue, Patton Ca 92381	Date of Issue: ☒ Original: Beginning 7/1/2022 ☐ Amendment No.:

CERTIFICATION OF CDBG FUNDED NEW OR EXPANDED SERVICE

The City of Highland certifies that the public service project described in these Attachments A & B and associated Exhibits is either:

☐

A New Public Service

A new public service is defined as a new service to your community which has not been previously funded through city funds.

OR

☒

An Expanded Service

An expanded public service is defined as a quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf through State or local government funds in the 12 months preceding the CDBG contract year.

Describe the expansion of the public service:

☒

This expanded public service will result in an increase of about 3% above the level which has been previously provided by or on behalf of the City of Highland.

OR

☐

This expanded public service will increase the scope of the service by adding (describe added or expanded activities) to a public service which has been previously provided by or on behalf of the City of...

This City of Highland certifies that the implementing organization:

☒

Is a unit of local government (incorporated city, township, County department or district, community services district, school district, etc.), or a private non-profit entity incorporated in the State of California with "active" status; and,

☒

Is conferred tax-exempt status by the Internal Revenue Service, pursuant to Section 501(c)(3) of the Internal Revenue Code; and,

☒

Is **not** suspended or debarred from participating in federally funded contracts and sub awards.

☒

Is registered in the System for Awards management (SAM).

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph Hughes, City Manager

REVIEWED BY: Lawrence A. Mainez, Community Development Director *LM*
Betty Hughes, MMC, City Clerk

PREPARED BY: Camille Goritz, Administrative Assistant III *CG*

SUBJECT: Declare Two (2) Seats Vacant on the Historic and Cultural Preservation Board

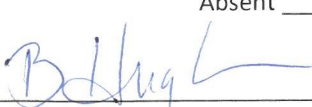
RECOMMENDATION: Staff recommends the City Council:

1. Declare two (2) seats vacant on the Historic and Cultural Preservation Board; and
2. Direct the City Clerk to advertise the vacancies on the Historic and Cultural Preservation Board.

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: Pursuant to Chapter 2.20.050 of the Highland Municipal Code, the Historic and Cultural Preservation Board shall consist of five uncompensated voting members appointed by the City Council and serve four-year terms. All members of the board shall have a demonstrated interest in or knowledge of historic preservation and the cultural resources of the city.

Board Members Pamela Bible and Gail Shelton's seats will expire November 2022. Therefore, it would be appropriate for the City Council to declare two (2) seats vacant on the Historic and Cultural Preservation Board and direct the City Clerk to advertise and post the vacancy, as required per Government Code § 54970.

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



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph Hughes, City Manager

REVIEWED BY: Lawrence A. Mainez, Community Development Director *Lamy*
Betty Hughes, MMC, City Clerk

PREPARED BY: Camille Goritz, Administrative Assistant III *CG*

SUBJECT: Declare three (3) Seats Vacant on the Community Trails Committee

RECOMMENDATION: Staff recommends the City Council:

1. Declare three (3) seats vacant on the Community Trails Committee; and
2. Direct the City Clerk to advertise the vacancies on the Community Trails Committee.

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: Pursuant to Chapter 2.32.020 of the Highland Municipal Code, the Community Trails Committee shall consist of five members appointed by the City Council and shall serve without compensation. Each member of the committee shall serve a two-year term of office and have a demonstrated knowledge and interest in one or more of the following: equestrian activities, bicycling, hiking, nature studies, or landscape/open space design.

Board Members Brent Merideth, Richard Bowman, and Robert LaChausse's seats will expire October 2022. Therefore, it would be appropriate for the City Council to declare the three (3) seats vacant on the Community Trails Committee and direct the City Clerk to advertise and post the vacancy, as required per Government Code § 54970.

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



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Conflict of Interest Code Update

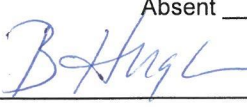
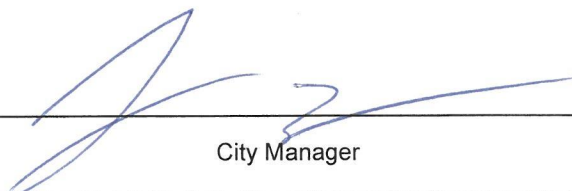
RECOMMENDATION: That the City Council receive and file the 2022 Local Agency Biennial Notice and adopt Resolution No. 2022-_____, amending the City's Conflict of Interest Code and rescinding Resolution No. 2020-048.

FISCAL IMPACT: None

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

BACKGROUND: The Political Report Act ("Act") requires that public agencies adopt a Conflict of Interest Code (code). A code designates positions required to file Statements of Economic Interests (Form 700) and assigns disclosure categories specifying the types of interests to be reported. It is required that cities amend their code during even numbered years to reflect the creation of new positions, deletion of positions, changes in any titles, as well as any changes made to the Act. Additionally, the City is required to complete and execute the 2022 Local Agency Biennial Notice review form and maintain the form on file with the City Clerk's Office indicating that this review has been conducted for the City.

Pursuant to the Act a designated employee is an officer, employee, member, or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions that may foreseeably have a material effect on his or her financial interest. Elected City Council Members, appointed Planning Commissioners, City Manager, City Attorney and Director of Administrative Services are not included on the List of Designated Positions as these individuals are governed under Government Code Section 87200 and have full disclosure requirements.

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

Staff has reviewed the code and has determined the following change has occurred in the City's reporting schedules:

Add the following Reporting Category:
Administrative Services Manager

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, ADOPTING THE CITY'S CONFLICT OF INTEREST CODE AND
RESCINDING RESOLUTION NO. 2020-048**

WHEREAS, the City of Highland City Council previously adopted Resolution No. 2020-048 adopting the model Conflict of Interest Code set forth in Section 18730 of the California Code of Regulations; and

WHEREAS, by this resolution, the City is adopting a new updated Conflict of Interest Code; and

WHEREAS, the City Council desires to designate persons holding positions listed in Appendix A as bodies that are subject to this code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Highland does hereby find, determine and declares follows:

1. Resolution No. 2020-048 is hereby rescinded.
2. The Political Reform Act, Government Code Section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730. It can be incorporated by reference in an agency's code and may be amended by the Fair Political Practices Commission after public notice and hearing to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. §18730, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference, and along with the attached Appendices A, B and C, which identify the members, employees and consultants that are designated and the disclosure categories, constitute the Conflict of Interest Code for the City of Highland, which is considered the "agency" within the purview of this code.
3. Designated employees shall file statement of economic interests with the City Clerk of the City of Highland. Statements for all designated employees will be retained by the City and will be available for inspection and reproduction pursuant to Government Code Section 81008.

4. Pursuant to the Political Reform Act, a person holding a designated position listed in this Conflict of Interest Code that violates any provisions of this Code is subject to administrative, criminal and civil sanctions provided in the Political Reform Act. In addition, if a person who holds a designated position makes, participates in making or otherwise attempts to use his or her official position to influence a decision of the Agency in which he or she has a financial interest, he or she may also be subject to additional administrative, criminal and civil sanctions and the decision may be set aside and voided pursuant to Government Code Section 91003.

PASSED, APPROVED AND ADOPTED this 13th day of September, 2022.

Larry McCallon
Mayor

ATTEST:

Betty Hughes, MMC
City Clerk

APPENDIX A DESIGNATED EMPLOYEE FILERS

<u>DESIGNATED EMPLOYEE FILERS</u>	<u>DISCLOSURE CATEGORIES</u>
Administrative Analyst	3, 4, 5
Administrative Services Manager	3, 4, 5
Assistant City Manager	1
Assistant Community Development Director	1
Assistant Engineer	3, 4, 5
Assistant Public Works Director	1
Building Official	1
City Clerk	3, 4, 5
City Planner	1
Code Compliance Officer	2, 3, 4, 5
Committee/Board Members	1
Community Development Director	1
Consultants	See Appendix C
Deputy City Clerk	3, 4, 5
Economic Development Specialist	2, 3, 4, 5
Maintenance Superintendent	3, 4, 5
Public Services Manager	3, 4, 5
Public Works Manager	3, 4, 5
Public Works Director/City Engineer	1
Senior Code Compliance Officer	2, 3, 4, 5

The Members of City Council and Planning Commission, City Manager, City Attorney, Director of Administrative Services/City Treasurer and all other City Officials who manage public investments as defined by 2 Cal. Code of Regs. §18701 (b) are not subject to the City's Code but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et. seq.). [Regs. §18730(b)(3)].

APPENDIX B DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

- Category 1. Full Disclosure – Interests in real property located within the City or within two miles of the boundaries of the City or within two miles of any land owned or used by the City, as well as investments, business positions and sources of income, including gifts, loans and travel payments.
- Category 2. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B)
- Category 3. Reportable income and business positions. (Form 700, Schedule C)
- Category 4. Reportable investments. (Form 700, Schedules A-1 and A-2)
- Category 5. Reportable gifts and travel gifts. (Form 700, Schedules D and E)

APPENDIX C CONSULTANT FILERS¹

DESIGNATED CONSULTANTS

DISCLOSURE CATEGORIES

Consultants who make (not just recommend) governmental decisions, such as whether to approve a rate, rule, or regulation, whether to issue, deny, suspend, or revoke any permit, license, application, certificate or similar authorization, adopt or grant City approval to a plan, design, report, study, or adopt or grant City approval of policies, standards, or guidelines for the City or any subdivision thereof.	1
Consultants who serve in a staff capacity with the City, and in that capacity participate in making a governmental decision by providing information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review.	Disclosure required at the same level as a comparable designated position in the same or similar City Department identified elsewhere in this Code.
Consultants who perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a designated position in the City's Conflict of Interest Code.	Disclosure required at the same level as the comparable designated position identified elsewhere in this Code.

Category 1

Designated consultants assigned to this category shall disclose:

- (a) All business entities or non-profit corporations in which they are a director, officer, partner, trustee, employee or hold a position of management; interests in real property, investments; and income, including gifts, loans and travel payments.²
- (b) When the consultant is a corporation or partnership, only individuals from the firm that fit into one of the three categories of designated consultants must file disclosure statements.

¹ Only consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code Regs. Section 18701, as amended from time to time, shall be subject to economic disclosure requirements.

² Consultants who make governmental decisions shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

2022 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☐ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

www.fppc.ca.gov
FPPC Advice: advice@fppc.ca.gov (866.275.3772)
Page 1 of 1



STAFF REPORT

TO THE CITY COUNCIL

MEETING DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Jay Tuttle IV, Assistant Engineer *JT*

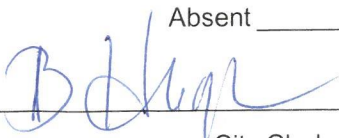
SUBJECT: Resolution No. 2022-_____ Summary Vacation of the westerly portion of Atlantic Avenue right-of-way. (Johnny Ghazal/SUM 021-001), and Grant Deed from City of Highland to Johnny Ghazal to relinquish the northwest corner-cut-off portion of the right-of-way, at Atlantic Avenue and Boulder Avenue, owned in fee by the City, formerly owned by Caltrans.

RECOMMENDATION: (1) Adopt Resolution No. 2022-_____ ordering the summary vacation of a portion of street right-of-way located on Atlantic Avenue west of Boulder Avenue; (2) Approve grant deed to transfer the northeast corner-cut-off portion of right-of-way at Atlantic Avenue and Boulder Avenue to Johnny and Richelle Ghazal Living Trust; and (3) direct the City Clerk to record the Summary Vacation Resolution and Grant Deed.

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: Johnny and Richelle Ghazal are the owners of the vacant property located at the northwest corner of Atlantic Avenue and Boulder Avenue, designated as APN 1200-071-20, on the Assessor's Parcel Maps. Mr. Ghazal has applied to the City for vacating and acquiring by Grant Deed, the portions of a "paper street" of Atlantic Avenue, adjacent to his property, as shown on the attached plats, that are not needed for public or utility use. A paper street is a road or street that appears on maps but has no physical street improvements and is not utilized for ingress/egress. The excess right-of-way, once vacated and relinquished, will increase the size of this parcel, and make it viable for future development by the owner.

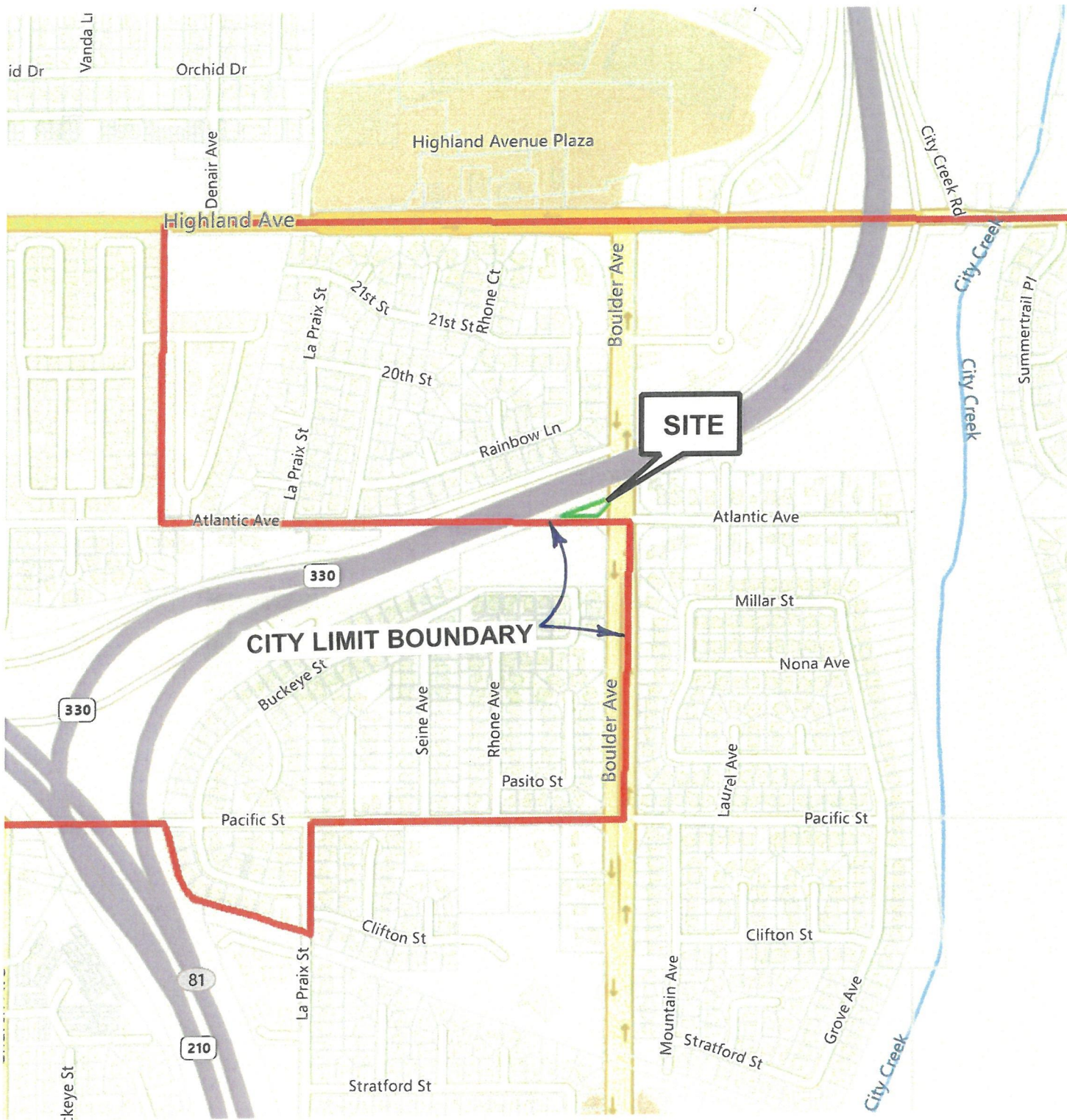
Approved _____	Motion _____	Second _____	Agenda Item No. <u>14</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

BACKGROUND, CONTINUED: The southerly portion of the Atlantic Avenue right-of-way, south of centerline, west of Boulder Avenue, is located within the City of San Bernardino and they have indicated in writing that they have no objection with this proposed right-of-way vacation/relinquishment.

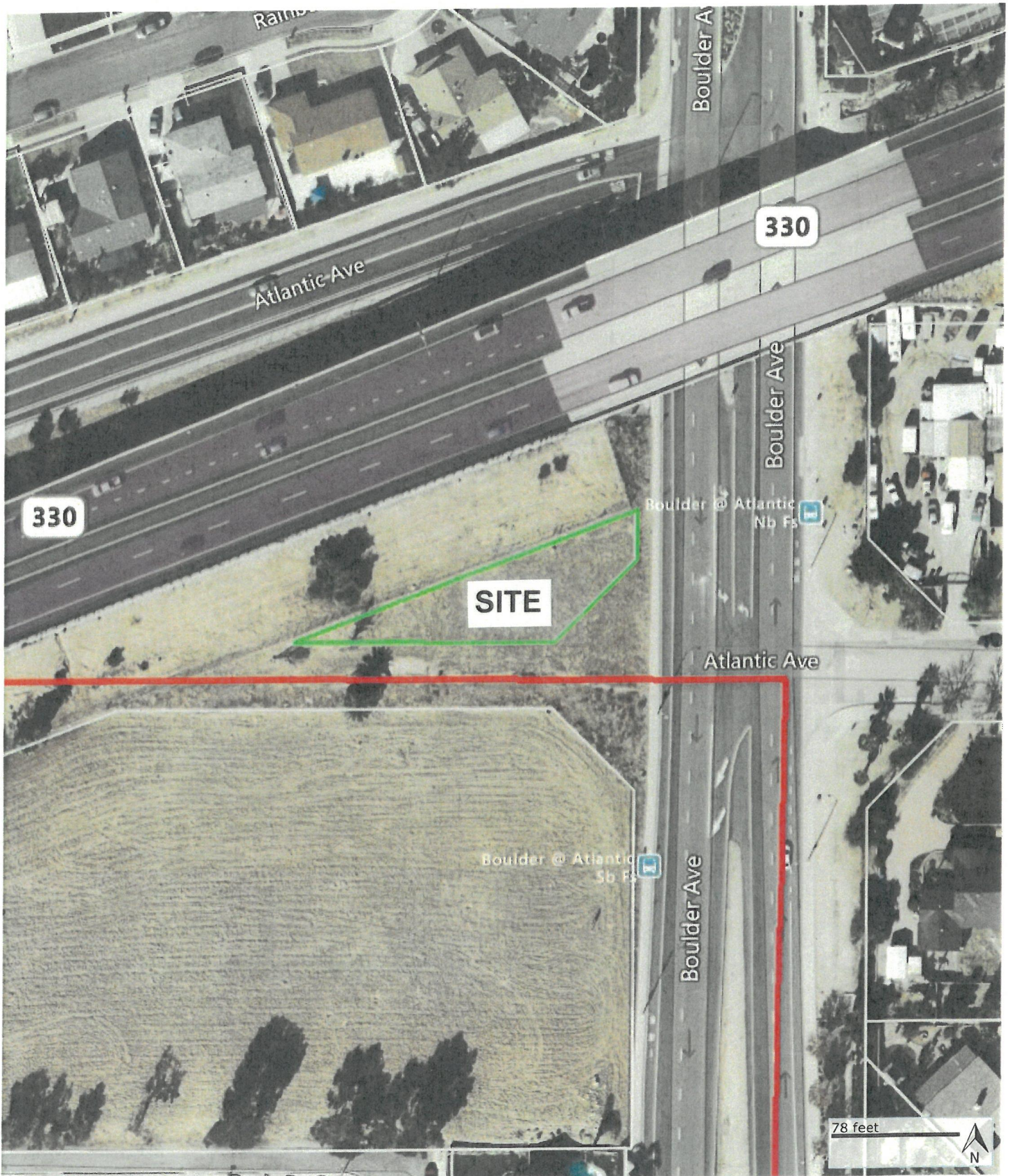
In addition, the various public utilities which serve the City of Highland, have been notified by the property owner. The public utilities have responded in writing that no aerial nor underground utility facilities currently exist within the portions of the Atlantic Avenue right-of-way to be vacated/relinquished. No request was made to reserve and except from the noted vacation/relinquishment, a permanent easement upon, under, over and across the vacation/relinquishment for future utility purposes.

It is the City's standard practice to vacate excess street right-of-way that is not needed for public use in conjunction with new/future development projects. Since incorporation, the City has vacated street rights-of-way at more than 20 locations. At most of these locations, the City only held a road easement over the area where the City vacated the street right-of-way. In a few locations, the City owned the land in fee title. Vacating and relinquishing excess right-of-way is a good practice as it reduces the City's liability and maintenance costs.

Attachments: (1) Vicinity Map
(2) Aerial Map
(3) Assessor's Parcel Map
(4) Summary Vacation Resolution with Legal Description & Plat
(5) Grant Deed with Legal Description & Plat



VICINITY MAP



AERIAL MAP

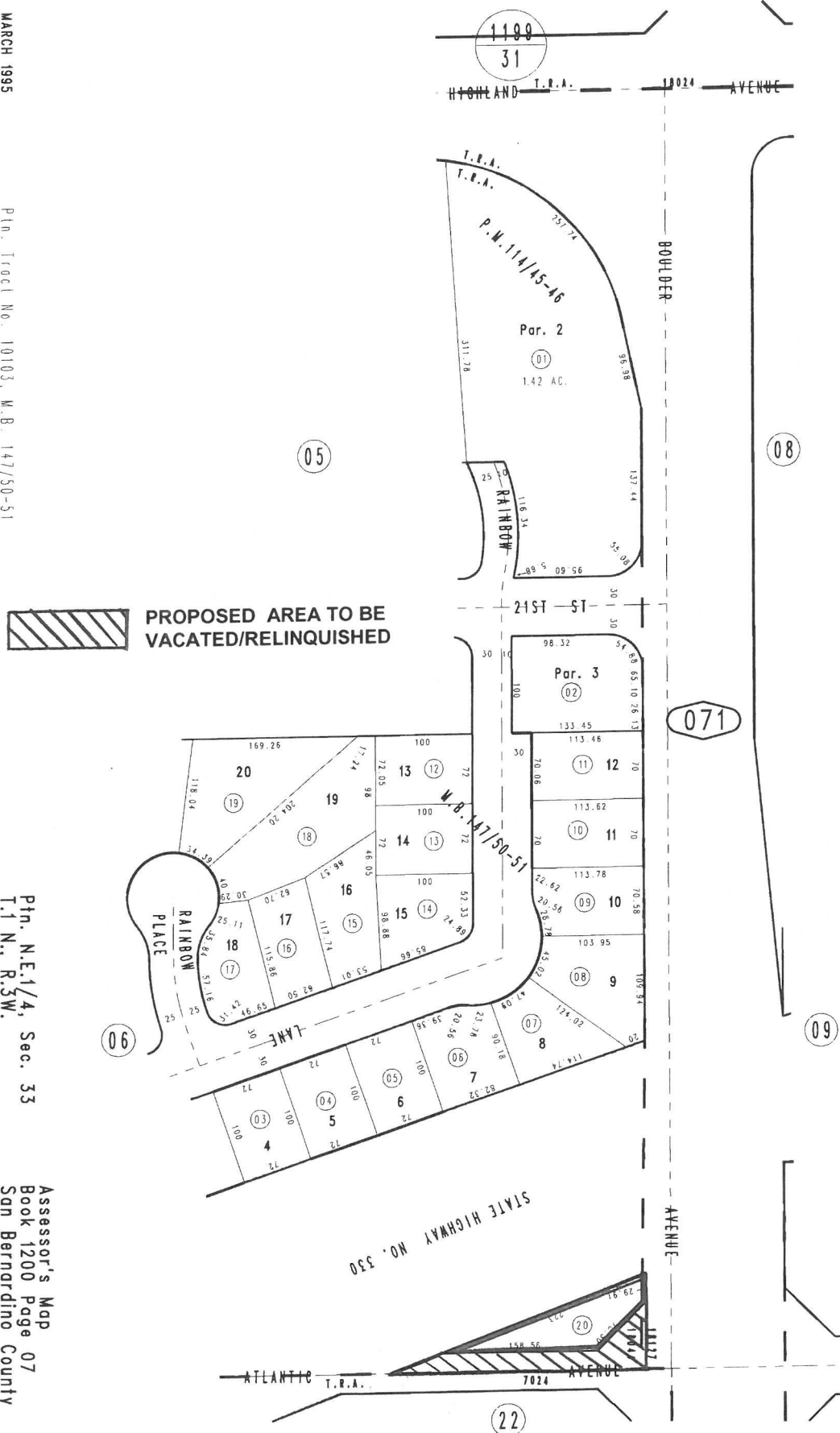
© 2022 Digital Map Products. All rights reserved.

City of Highland 1200 - 07
Tax Rate Area
18044

Pln. Tract No. 10103, M.B. 147/50-51

Assessor's Map
Book 1200 Page 07
San Bernardino County

REVISED
3/16/95 AL
11/22/99 PE



A. P. MAP

RECORDING REQUESTED BY
BETTY HUGHES, AND
WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND
ORDERING THE SUMMARY VACATION OF THE NORTHERLY PORTION OF ATLANTIC
AVENUE RIGHT-OF-WAY, WEST OF BOULDER AVENUE, PURSUANT TO THE
AUTHORITY PROVIDED BY CHAPTER 4, PART 3, DIVISION 9, OF THE
STREETS AND HIGHWAYS CODE**

WHEREAS, Atlantic Avenue right-of-way was originally dedicated by Road Deed, filed under Document Number RD 5, 84/85, recorded April 9, 1890, in Book 5, pages 84 & 85, Official Records of San Bernardino County, California.

WHEREAS, the City Council has given its consideration for the summary vacation of a portion of Atlantic Avenue right-of-way; and

WHEREAS, it has been determined by the City Council to vacate a portion of Atlantic Avenue right-of-way, pursuant to the authority provided by Chapter 4, Part 3, Division 9, of the Streets and Highways Code of the State of California.

NOW, THEREFORE, IT IS HEREBY ORDERED that portion of said street lawfully or officially known as Atlantic Avenue described as follows:

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

is hereby vacated.

BE IT FURTHER ORDERED that from and after the date the resolution is recorded, Atlantic Avenue right-of-way no longer constitutes land for Public Streets pursuant to Chapter 4, Part 3, Division 9, of the Streets and Highways Code.

BE IT FURTHER ORDERED that the City Clerk shall cause a certified copy of this Resolution of Summary Vacation, attested by the Clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof, in the office of the Recorder of the County of San Bernardino.

APPROVED AND ADOPTED this 13th day of September 2022.

Larry McCallon
Mayor

ATTEST:

Betty Hughes, MMC
City Clerk

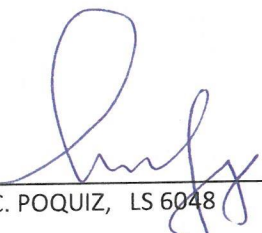
EXHIBIT "A"
LEGAL DESCRIPTION
ATLANTIC AVENUE VACATION

THAT PORTION OF ATLANTIC AVENUE IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITHIN THE SOUTHEAST CORNER OF THE NORTHWEST CORNER OF THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 3 WEST, S.B.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SAID ATLANTIC AVENUE WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF BOULDER AVENUE (25.00 FEET HALF-WIDTH); THENCE SOUTH 89°46'05" WEST, ALONG SAID CENTERLINE OF ATLANTIC AVENUE, A DISTANCE OF 74.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°46'05" WEST, ALONG SAID CENTERLINE OF ATLANTIC AVENUE, A DISTANCE OF 210.69 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 330 AS SHOWN ON STATE RIGHT OF WAY MAP NO. 49307-04; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 68°46'44" EAST, A DISTANCE OF 55.84 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC AVENUE (20.00 FEET HALF-WIDTH); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 89°46'05" EAST, A DISTANCE OF 158.56 FEET; THENCE SOUTH 00°13'55" EAST, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

THE AREA OF THE ABOVE DESCRIBED PROPERTY IS 3,692 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B1" ATTACHED HERETO AND MADE A PART
THEREOF. THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY
SUPERVISION


HENRY C. POQUIZ, LS 6048

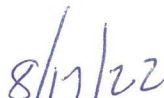

DATE



EXHIBIT "B"

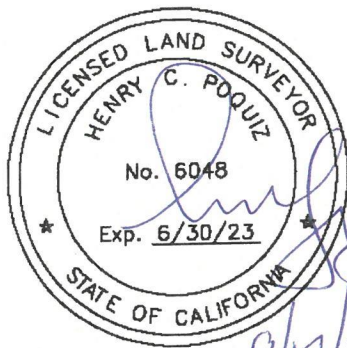
(ATLANTIC AVENUE VACATION)
CITY OF HIGHLAND



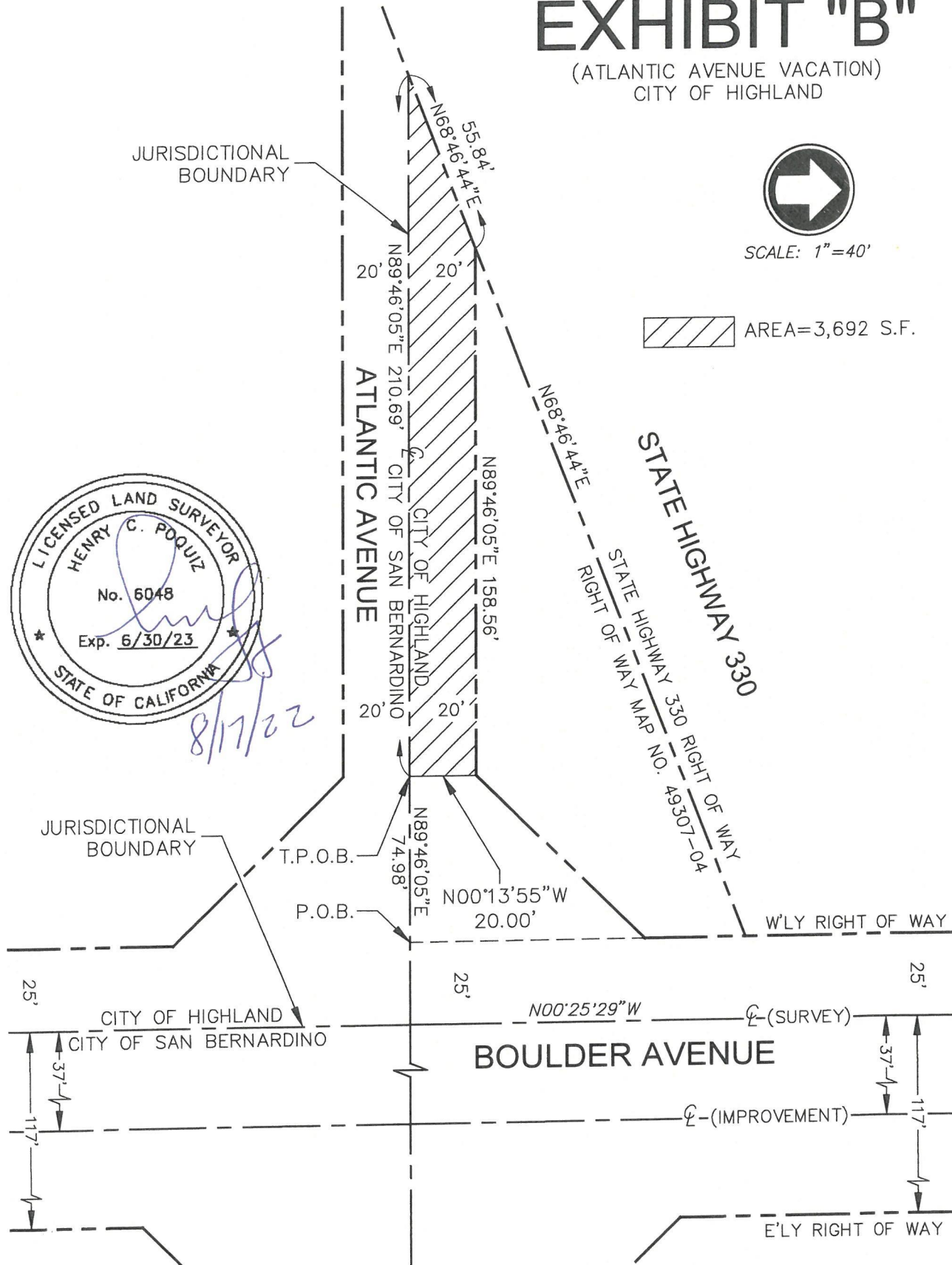
SCALE: 1"=40'



AREA=3,692 S.F.



8/17/22



RECORDING REQUESTED BY:
BETTY HUGHES

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Highland, a Municipal Corporation

Hereby GRANT(S) to The Johnny and Richelle Ghazal Living Trust, that real property in the City of Highland, County of San Bernardino, State of California, described as:

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

DATED: _____

LARRY MCCALLON, MAYOR

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

STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO }

On _____, before me, _____, Notary Public,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(This Area for Official Notary Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
ATLANTIC AVENUE

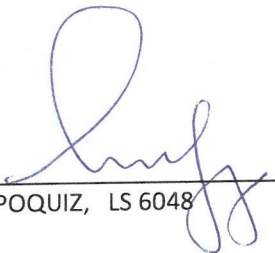
THAT PORTION OF ATLANTIC AVENUE CONVEYED BY GRANT DEED #5336, RECORDED IN BOOK 3355, PAGE 323, LOCATED IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITHIN THE SOUTHEAST CORNER OF THE NORTHWEST CORNER OF THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 3 WEST, S.B.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SAID ATLANTIC AVENUE WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF BOULDER AVENUE (25.00 FEET HALF-WIDTH); THENCE SOUTH 89°46'05" WEST, ALONG SAID CENTERLINE OF ATLANTIC AVENUE, A DISTANCE OF 49.98 FEET; THENCE NORTH 00°13'55" WEST, A DISTANCE OF 20.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC AVENUE (20.00 FEET HALF-WIDTH); THENCE NORTH 44°38'37" EAST, A DISTANCE OF 70.50 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID BOULDER AVENUE; THENCE ALONG SAID WESTERLY LINE SOUTH 00°25'29" EAST, A DISTANCE OF 69.96 FEET TO THE POINT OF BEGINNING.

THE AREA OF THE ABOVE DESCRIBED PROPERTY IS 2,246 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B2" ATTACHED HERETO AND MADE A PART THEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION



HENRY C. POQUIZ, LS 6048

8/17/22

DATE



EXHIBIT "B"

(ATLANTIC AVENUE)
CITY OF HIGHLAND



SCALE: 1"=40'



AREA=2,246 S.F.



JURISDICTIONAL
BOUNDARY

CITY OF HIGHLAND
ATLANTIC AVENUE
CITY OF SAN BERNARDINO

STATE HIGHWAY 330
RIGHT OF WAY MAP NO. 49307-04

JURISDICTIONAL
BOUNDARY

P.O.B.

BOULDER AVENUE

SEC. 33, T. 1 N., R. 3 W., S.B.M.



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Ash Syed, Associate Planner *AS*

SUBJECT: Selection of an Event Date and Budget for the 25th Annual Citrus Harvest Festival

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

1. Select March 25, 2023, as the Event Date for the Citrus Harvest Festival with a Rain Date of April 1, 2023; and
2. Adopt the Budget

FISCAL REVIEW: The Festival Account has a balance of \$1,970.98. Separately, the Home tour Account has a balance of \$1,639.91. All expenses from the prior year have been paid and these funds are available to utilize.

Attached is Budget for the 2023 Citrus Harvest Festival (Attachment 1). Expenses are estimated to be \$14,533 while expected revenues are \$14,800.

The Budget does not reflect a Rain Date contingency or Staff's time. Costs associated with a Rain Date are approximately \$5,000 for re-advertising, vendor cancellations and modifications to entertainment and paid demonstrators.

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

Approved _____	Motion _____	Second _____	Agenda Item No. <u>15</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
<i>Bob Hughes</i> _____ City Clerk		<i>[Signature]</i> _____ City Manager	

PROJECT REVIEW: Consistent with the traditional citrus harvesting seasons, the Board recommends the Festival be held on **March 25, 2023**, with a Rain Date the following week, **April 1, 2023**.

ATTACHMENTS: 1) Budget for 2023 Citrus Harvest Festival

Attachment 1:

Budget for 2023 Citrus Harvest Festival

2023 Citrus Harvest Festival Draft Budget

FESTIVAL EXPENDITURES	
Item / Description	Budget
Advertising (HCN \$0, RDF/Sun \$1,225, EHR \$535 & Peach Jar \$518) Radio – Hot 103.9 \$1,200	2,278
Historic Demonstrators/Exhibitors (17 x \$200 ea)	3,400
Entertainment (Bands & DJ) (School Bands \$200, Highland Music Co. \$1,300)	1,500
Balloons street decorations	1,200
Insurance	1,800
Street Banner over Base Line (date modification)	300
Portable toilets	1,000
Posters, Flyers, print marketing materials	450
Mobile Stage (Towing)	400
Paper materials, copying, postage	500
Tables w/ umbrella & chairs for food court & stage area	830
Signs for parking & festival activities	0
Contest ribbons & plaques	240
Kid's activities	100
Booth refunds for historic displays	-
CHF Honoree plaque	310
Miscellaneous supplies	50
Staff shirts (5)	75
Contest materials	100
TOTAL	\$14,533

FESTIVAL REVENUES	
Item / Description	Budget
Sponsorship	11,000
Direct Sales vendor Booth spaces (70 x \$40) (69 in 2022)	2,800
Food vendor booth spaces (5 x \$200) (4 in 2022)	1,000
TOTAL	\$14,800

	Initial Balance: \$1,971	Projected Balance: \$2,238
--	---------------------------------	-----------------------------------

2022 Home Tour Draft Budget

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

HOME TOUR REVENUES	
Item / Description	Budgeted
Sponsors	350
Home Tour ticket sales	0
TOTAL	\$350

	Initial Balance: \$1,639.91	Projected Balance: \$1,489.91
--	------------------------------------	--------------------------------------



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Ash Syed, Associate Planner *AS*

SUBJECT: Second Reading of Specific Plan Revision (SPR 22-001) Ordinance No. 455 of the City of Highland proposing an amendment to the Greenspot Village & Marketplace Specific Plan (SPR 06-001A) to increase the maximum dwelling count from 700 to 746 within Planning Area 2 and the total buildout number from 800 to 946 for the overall Specific Plan.

LOCATION: A vacant area of approximately 25 acres located on the north side of Greenspot Road between the SR 210 and Boulder Avenue. Assessor's Parcel Number: 1201-341-30

APPLICANT: Alliance Residential California

RECOMMENDATION: The City Council conduct a second reading of Specific Plan Revision (SPR 22-001): Ordinance No. 455 amending the Greenspot Village & Marketplace Specific Plan (SPR 06-001A) to increase the maximum dwelling count range from 500-**700** to 500-**746** within Planning Area 2 and the total buildout number from 800 to **946** for the overall Specific Plan.

PREVIOUS ACTION: On August 9, 2022, the City Council held a public hearing for the Alliance Residential Complex within Planning Area 2 of the Greenspot Village & Marketplace Specific Plan. The Council adopted Resolution No. 2022-042, approving Design Review Application (DRA 22-004) for the Site Plan, Landscape Plan, Grading Plan, and Building Elevations for a 546-unit apartment complex on approximately 25 acres of vacant land located on the north side of Greenspot Road between the SR 210 and Boulder Avenue.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>16</u>
Denied _____	Ayes _____		File No. _____
	Noes _____		
Continue _____	Abstain _____		
	Absent _____		
<i>B. Hughes</i> _____ City Clerk		<i>[Signature]</i> _____ City Manager	

The City Council also introduced Ordinance No. 455 to amend the Greenspot Village & Marketplace Specific Plan (SPR 06-001) to increase the maximum dwelling count range from 500-**700** to 500-**746** within Planning Area 2 and the total buildout number from 800 to **946** for the overall Specific Plan.

ATTACHMENTS:

- 1) Ordinance No. 455
Exhibit 1: Proposed Specific Plan Amendments

Attachment 1:
Ordinance No. 455

ORDINANCE NO. 455

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, AMENDING THE GREENSPOT VILLAGE & MARKETPLACE SPECIFIC PLAN (SPR 06-001A) AND MAKING A DETERMINATION THAT THE ADOPTION OF THIS ORDINANCE IS EXEMPT FROM FURTHER CEQA REVIEW UNDER CEQA GUIDELINES SECTION 15162, PUBLIC RESOURCES CODE SECTION 21666 AND GOVERNMENT CODE SECTION 65457.

APPLICANT: ALLIANCE RESIDENTIAL CALIFORNIA

WHEREAS, on March 17, 2022, the Applicant submitted a Specific Plan Revision application for the Greenspot Village & Marketplace Specific Plan;

WHEREAS, the applicant is proposing to increase the maximum dwelling count from 500-**700** to 500-**746** within Planning Area 2 and the total buildout number from **800** to **946** for the whole Specific Plan ;

WHEREAS, the approximate 38.6 acre portion of the Greenspot Village & Marketplace Specific Plan north of Greenspot Road and West of Boulder Avenue is referred to as Planning Area 2;

WHEREAS, the Planning Commission did hold a duly noticed public hearing on July 5, 2022, at 6:00 P.M. to consider the environmental review and the proposed ordinance. At the conclusion of the public hearing, the Planning Commission adopted Resolution No. 2022-013, recommending to the City Council to introduce an ordinance to amend the Greenspot Village & Marketplace Specific Plan (SPR 06-001A);

WHEREAS, the City Council did hold a public hearing on August 9, 2022, at 6:00 P.M. with a second reading held on September 13, 2022, and notice of said public hearing(s) having been duly given, as required by law and in accordance with the provisions of the Highland Municipal Code, to hear and consider evidence for and against said Greenspot Village & Marketplace Specific Plan, and investigate the findings and recommendations in connection therewith; and amend said Specific Plan.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HIGHLAND does ordain as follows:

Section 1. Findings and Intent

The findings and recitals set forth herein above are true and correct.

Section 2. General Plan Consistency Finding

The Specific Plan amendment is consistent with the General Plan as the General Plan designation for this area is Planned Development. The proposed Specific Plan Revision to the overlaying Greenspot Village & Marketplace Specific Plan increases the maximum dwelling unit count range from 500-**700** to 500-**746** within Planning Area 2 and increases the total buildout number from **800** to **946** for the entire Specific Plan in order to satisfy the minimum density of 20 du/ac within established for Planning Area 2.

Section 3. Specific Plan Revision

Based upon the aforementioned findings, the City Council hereby makes the following amendments to the Greenspot Village & Marketplace Specific Plan (SPR 06-001A):

1. The “800 units” will be modified to “946 units” on pages 5, 19, 20, 21, 22, 23, 24, 25, 26, 29, 31, 72, and 269.
2. The “700 units” will be modified to “746 units” on page 20, 24, 26, and 31.
3. The conceptual site plan on page 33 will incorporate the proposed 546 multi-family home layout in Planning Area 2.

Section 4. Findings of Fact for Specific Plan Revision (SPR 22-001)

- a. The proposed amendment is consistent with the goals, objectives, policies, and programs of the general plan, or the general plan as revised by the proposed amendment, and will not result in any inconsistencies within the plan:

Response: Currently, the Specific Plan calls for a density of 20-30 du/ac and 18-40 du/ac within Planning Areas 2 and 3, respectively, while permitting a maximum of 500-700 units and 100-300 units in Planning Areas 2 and 3, respectively. At the moment, there is an approved 200-unit Multi-Family residential complex within Planning Area 3 by Rexco Development and an additional 200 Multi-Family residential units approved for construction in Planning Area 2 by TREH Partners, LLC. With the current cap at 800 units, the Specific Plan only allows for the construction of an additional 400 residences, well below the 500 required to satisfy the minimum density of 20 du/ac established for Planning Area 2.

By amending the maximum dwelling unit count range from 500-**700** to 500-**746** within Planning Area 2 and increasing the total buildout number from **800** to **946** for the entire Specific Plan, the Applicant will be able to adequately size 546 dwelling units onto the 25 acre parcel and satisfy the Greenspot Village & Marketplace Specific Plan development standards.

- b. The proposed amendment will not adversely affect the public health, safety or general welfare.

Response: The proposed project has been reviewed by Planning, Engineering, Building and Safety, the Fire Department and the Police Department and certain conditions of approval that are necessary and proper to safeguard and protect the public health, safety, and welfare have been implemented. As aforementioned, the current number dwellings allowed to be constructed under the current cam of 800 dwellings within the Specific plan falls below the minimum density required to satisfy the High Density Residential Overlay encompassing Planning Area 2. That being the case, the approval of a Specific Plan Revision for the proposed project is will not adversely affect the public health, safety, or general welfare.

- c. The proposed amendment is consistent with the purposes and intent of this title, unless such amendment proposes to change, supplement, or alter any part of this title, whereas, said amendment must be consistent with all of the applicable sections including these findings.

Response: Government Code section 65454 states that a Specific Plan may not be amended unless the amendment is consistent with the General Plan. The Specific Plan amendment is consistent with the General Plan as the General Plan designation for this area is Planned Development. The proposed Specific Plan Revision to the maximum unit count within Planning Area 2 as well as the overall Greenspot Village & Marketplace Specific Plan simply allows for the established density that was analyzed in the two EIRs to be satisfied, avoiding the requirement for any further environmental review.

- d. The potential environmental impacts of the proposed amendment are insignificant or there are overriding considerations which outweigh the potential impacts.

Response: The Applicant seeks to amend the Specific Plan to increase the maximum dwelling unit count from 500-**700** to 500-**746** within Planning Area 2 and increases the total buildout number from **800** to **946** for the whole Specific Plan. As aforementioned, this will allow for the construction of a residential project within Planning Area 2 that is in compliance with the 20-30 du/ac density range than what was analyzed in the certified EIR in 2013 and Supplemental EIR in 2019. Considering that this proposed amendment will not affect the density of Planning Area 2, there will be no change to the estimated increase in residents/consumers and traffic within the project area. As such, the scope of the project was previously analyzed and poses no potential environmental impacts.

Exhibit 1 attached includes the Proposed Specific Plan Amendments

Section 5. Environmental Review

On May 14, 2013, the City Council adopted Resolution No. 13-008, certifying the Environmental Impact Report for the Greenspot Village & Marketplace Specific Plan (ENV 09-003). The City Council more recently adopted Resolution No. 19-036 on June 25, 2019, certifying the Supplemental Environmental Impact Report for the Greenspot Village & Marketplace Specific Plan (ENV 19-002). The City Council adopted Findings of Fact, the Mitigation Monitoring Reporting Program, and Statement of Overriding Considerations at the same time that it adopt the EIR and Supplement EIR. Resolutions No. 13-008 and 19-035 are incorporated herein by this reference as though set forth in full.

The Specific Plan Revision was analyzed in compliance with CEQA. It is hereby determined that the project is exempt from further environmental review under Government Code Section 65457 which provides that:

- a) Any residential development project, including any subdivision, or any zoning change that is undertaken to implement and is consistent with a specific plan for which an environmental impact report has been certified after January 1, 1980, is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code. However, if after adoption of the specific plan, an event as specified in Section 21166 of the Public Resources Code occurs, the exemption provided by this subdivision does not apply unless and until a supplemental environmental impact report for the specific plan is prepared and certified in accordance with the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code. After a supplemental environmental impact report is certified, the exemption specified in this subdivision applies to projects undertaken pursuant to the specific plan.

Public Resources Code Section 21166 and the corresponding CEQA Guidelines Section 15162 provide that when an environmental impact report has been prepared for a project pursuant to this division, no subsequent or supplemental environmental impact report shall be required by the lead agency or by any responsible agency, unless one or more of the following events occurs:

- a) Substantial changes are proposed in the project which will require major revisions of the environmental impact report.
- b) Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report.
- c) New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.

The Applicant seeks to amend the Specific Plan to increase the maximum dwelling unit count from 500-700 to 500-746 within Planning Area 2 and increases the total buildout number from 800 to 946 for the whole Specific Plan. As aforementioned, this will allow

for the construction of a residential project within Planning Area 2 that is in compliance with the 20-30 du/ac density range than what was analyzed in the certified EIR in 2013 and Supplemental EIR in 2019. Considering that this proposed amendment will not affect the density of Planning Area 2, there will be no change to the estimated increase in residents/consumers and traffic within the project area. As such, the scope of the project was previously analyzed and none of events identified in Public Resources Code Section 21666 or CEQA Guidelines Section 15162 have occurred that would trigger the need for further environmental review.

Section 6. Publication and Posting

Within fifteen (15) days following the passage of this Ordinance, the City Clerk shall publish an/or post this Ordinance as required by state law and City resolution.

Section 7. Execution

The Mayor is hereby directed to attest to the adoption of this Ordinance by signing where indicated below and the City Clerk shall publish and/or post this ordinance according to applicable law.

PASSED, APPROVED and ADOPTED this 13th day of September, 2022

Larry McCallon, Mayor

ATTEST:

Betty Hughes, MMC
City Clerk

APPROVED AS TO FORM:

Maricela E. Marroquin
City Attorney

Exhibit 1:

Proposed Specific Plan Amendments

Greenspot Village & Marketplace Specific Plan

Prepared for:
City of Highland
27215 Baseline Street
Highland, CA 92346

Submitted by:
Mission Development Company, LLC
Neighborhood Creators
1030 Nevada Street, Suite 201
Redlands, CA 92374

Prepared by:
MIG | Hogle-Ireland
1500 Iowa Avenue, Suite 110
Riverside, CA 92507

June 2013

Revisions:
June 2022

1.4. Specific Plan Summary

The Specific Plan area is located east of **State Route 210**, off of Boulder Avenue and Greenspot Road in the City of Highland. The Specific Plan area is developed with a complementary mix of residential, commercial/retail, and office uses all linked by a central Village Paseo. Development plans include two potential land development scenarios, depending upon the ultimate size of the Specific Plan area pending potential acquisition of additional property. This Specific Plan allows for the development of up to 769,600 square feet of building space and 800 residential units. The Specific Plan is designed to provide a broad range of commercial opportunities and a variety of housing types, styles, and sizes that attract a diversity of residents into a well-balanced, master-planned community.

The site is divided into three (3) sections based on unique land use, access and circulation requirements. These sections of the site are hereafter referred to as "Planning Areas," and are shown on Exhibit 2-1, Land Use Plan. The residential Planning Area (Planning Area 2) allows a variety of residential opportunities designed with sufficient recreation facilities to serve the residents of the Specific Plan area. The remaining two Planning Areas (Planning Areas 1 and 3) are developed with mixed-use and commercial land uses. The Specific Plan is designed to provide flexibility in the arrangement of land uses to respond to the market at the time development occurs.

For the entire Specific Plan area, a dwelling unit cap of ~~800~~⁹⁴⁶ units has been assigned. Additionally, a maximum number of dwelling units to be constructed in Planning Areas 2 and 3 have been established. Total dwelling units in the entire Specific Plan area shall not exceed ~~800~~⁹⁴⁶ units. For example, if ~~525~~^{746 units} are developed in Planning Area 2, then the total number of units developed in Planning Area 3 cannot exceed ~~275~~^{200 units}.

2. LAND USE PLAN

2.1. Introduction

The Specific Plan allows up to ^{681,600}~~769,600~~ gross square feet of retail, office, entertainment and restaurant development, ⁹⁴⁶~~800~~ dwelling units and open space. The Specific Plan provides employment, shopping, dining, entertainment, office space, recreation and housing opportunities. The goal is to create an environment catering to the needs of residents with differing lifestyles. Pedestrian pathways, signage, and landscaping provide a unifying element for the Specific Plan and work in concert with the adjacent uses to create a new gathering place for the residents of Highland and surrounding communities.

2.2. Residential Dwelling Unit Limitation

The maximum number of units to be developed in the entire Specific Plan area shall not exceed ⁹⁴⁶~~800~~ units. Dwelling units may be transferred between Planning Areas 2 and 3. For example, if ⁷⁴⁶~~525~~ units are developed in Planning Area 2, then the total number of units developed in Planning Area 3 cannot exceed ²⁰⁰~~275~~ units. Similarly, if 300 units are developed in Planning Area 3, then the total number of unit developed in Planning Area 2 cannot exceed ⁶⁴⁶~~500~~ units. Allowing flexibility for the number of residential units to be developed in the Planning Areas provides the opportunity to meet market demands. At the same time, the limit on the total number of units gives assurance to decision-makers and the community that the Specific Plan preserves open space, provides amenities, and promotes the village and mixed use design concepts for Planning Areas 2 and 3.

2.3. Summary of Land Uses

2.3.1. Planning Area 1 - Highland Marketplace

Neighborhood, community and sub-regional commercial uses are conveniently located adjacent to the **SR210** freeway with direct access from Greenspot Road. This location provides high



Residential, commercial, and mixed uses are accommodated in the Specific Plan area.

LAND USE PLAN



The Village Paseo provides a connection between the three Planning Areas.



visibility and convenient access to and from **SR210**. Development of commercial uses provides retail goods and services for Specific Plan residents and regional consumers, and acts as a buffer between **SR210** and residential uses located to the east.

- Planning Area 1 - Highland Marketplace allows a variety of retail, office, and service commercial uses including but not limited to major promotional retail tenants such as Target, complementary specialty retail goods and services, restaurants, hotels, entertainment uses, and professional office. Pedestrian oriented design is encouraged in Planning Area 1.

2.3.2. Planning Area 2 - Residential Villages

Planning Area 2 - Residential Villages provides for a mix of housing products with a maximum of ~~700~~⁷⁴⁶ units to be developed.¹ The Planning Area may also include parks, recreation facilities, and water elements (fountains, ponds, and/or small lakes).

- Planning Area 2 - Residential Villages permits a minimum 20 and up to 30 dwelling units per gross acre and allows single-family detached and attached housing including townhomes, duplexes, and small to large multiple-family attached structures.

Planning Area 2 - Residential Villages may include features such as neighborhood parks, water elements, "pocket parks" and greenbelts with locations to be determined by the developer. Private neighborhood recreation centers may contain swimming pools, spas, tennis courts, community buildings, picnic areas, and tot lots. The private parks and amenities contained in

¹ Dwelling units may be transferred between Planning Areas 2 and 3; however the maximum number of units to be developed in the entire Specific Plan area shall not exceed ~~800 units~~^{946 units}. For example, if ~~525 units~~^{746 units} are developed in Planning Area 2, then the total number of units developed in Planning Area 3 cannot exceed ~~275 units~~^{200 Units}.

LAND USE PLAN

each individual recreation center are designed to meet the specific recreation and community facility needs of the neighborhood in which they are located.

2.3.3. Planning Area 3 - Village Center

The Specific Plan provides the opportunity for a mix of commercial, retail, office and residential uses within Planning Area 3 – Village Center:

- Planning Area 3 – Village Center permits a variety of retail, government, and commercial services, including but not limited to restaurants, offices, hotels, and entertainment uses. Residential uses (18 to 40 dwelling units per gross acre) can be provided in the form of live-work, residential above commercial or in free-standing buildings with a maximum of 300 units to be developed in the Planning Area. Innovative housing options, integration with commercial and office uses, and pedestrian oriented design are encouraged within Planning Area 3.

Residential components within Planning Area 3 may include private neighborhood recreation centers that may contain swimming pools, spas, tennis courts, community buildings, picnic areas, and tot lots.

2.3.4. Village Paseo

In order to provide local flood control to achieve storm water run-off quality standards, as well as to provide recreational amenities, the Specific Plan incorporates a centralized Village Paseo which bisects the Specific Plan area from east to west. The Village Paseo is located within



Planning Areas 2 and 3 may include features such as "pocket parks."

² This number may increase if dwelling units are transferred from Planning Area 2; however the maximum number of units to be developed in the entire Specific Plan area shall not exceed 800 units. For example, if 300 units are developed in Planning Area 3, then the total number of unit developed in Planning Area 2 cannot exceed 500 units.



LAND USE PLAN

Planning Area 2; it is designed for storm water treatment and retention as well as for picnicking, jogging, hiking, and bicycle riding for the public. The Village Paseo provides convenient access among neighborhoods and commercial areas.

2.4. Land Use Plans

Conceptual land use plans have been developed for two land use scenarios, depending on whether the approximate 21-acre SBCFCD property is acquired by the project applicant. The land use plan for each scenario is described below.

2.4.1. Conceptual Land Use Plan – Scenario One

The Specific Plan allows development of approximately 104-acres of the 165-acre Golden Triangle Community Policy Area in the City of Highland. In accordance with the Specific Plan, the site shall be developed with a mix of residential, commercial, entertainment, office and open space land uses. As shown in Exhibit 2-1, Conceptual Land Use Plan, Scenario 1, the Specific Plan has been delineated into three Planning Areas, based on unique land use, access, circulation, and/or location within the Specific Plan area. The Planning Areas may be developed in a single phase or in multiple phases. Scenario One allows up to ~~769,600~~^{681,600} square feet area of commercial space and ~~800~~⁹⁴⁶ dwelling units. Permitted land uses and related development densities are summarized in Table 2-1, Planning Areas and Land Uses, Scenario 1.

Table 2-1: Planning Areas and Land Uses, Scenario 1

Planning Area	Land Uses	Approximate Acreage	Density Range (du/ac)	Maximum Dwelling Units*	Approximate Non-Residential Gross Square Feet
1	Highland Marketplace	34.8	N/A	N/A	507,600 sf
2	Residential Villages Open Space / Parks	38.6	20 - 30 du/ac	500- 700 ⁷⁴⁶ du	N/A
3	Village Center	30.6	25 ¹⁸ - 40 du/ac	100-300 du	174,000 sf
TOTAL		104 acres		Total shall not exceed 800 ⁹⁴⁶ units	681,600 ^{681,600} sf

Notes: du/ac = dwelling units per acre; sf = square feet

* Dwelling units may be transferred between Planning Areas 2 and 3 so long as the total dwelling unit count for the overall Specific Plan area does not exceed ~~800~~ ⁹⁴⁶.

The following provides a more detailed description of each Planning Area.

2.4.2. Planning Area 1 - Highland Marketplace

Planning Area 1 - Highland Marketplace consists of approximately 34.8 acres and is located along the southwestern boundary of the Specific Plan area, bordered by Greenspot Road to the south, the Village Paseo to the north and Planning Area 3 to the east. The Planning Area's size and configuration provide extensive exposure to travelers on SR210. Planning Area 1 permits uses such as major promotional retail tenants, complementary specialty retail goods and services, dining venues, and other freeway-oriented commercial uses. Up to ~~595,600~~ ^{681,600} gross square feet of commercial uses is allowed.



LAND USE PLAN

Planning Area 1 will be anchored by a major commercial retail store such as Target. The major anchor store includes a building footprint of approximately 150,000 square feet. Up to an additional estimated 445,600 square feet of retail uses is allowed. Planning Area 1 will also contain several outparcel buildings for restaurants, drive-through restaurant facilities, a service station, a bank and retail shops. The outparcel buildings will range from about 1,800 square feet to 10,000 square feet. Building heights may not exceed sixty feet (60') to roofline. Outdoor vendors/carts/kiosks/temporary uses/activities and events such as a farmers market or festivals, are also envisioned throughout the Highland Marketplace. Please refer to Exhibit 2-3, Conceptual Site Plan, for the conceptual site plan of Planning Area 1.

Under Scenario One, approximately 17 acres of the 21-acre vacant, undeveloped land currently owned by SBCFCD in the southwestern portion of this planning area would be within the Specific Plan boundary, and would be included within the Planning Area 1 boundary. The remaining 4 acres of the SBFCD property would be within the Planning Area 2 boundary as described below. The Zoning designation for the planning area shall be changed to Specific Plan (SPR-006-001).

2.4.3. Planning Area 2 - Residential Villages

Planning Area 2 - Residential Villages consists of approximately 30-acres and is located in the northern portion of the Specific Plan area. This Planning Area is bordered by Eucalyptus Avenue to the north, Planning Area 1 to the south, Boulder Avenue to the east, and City Creek to the west. Planning Area 2 allows a variety of for-sale and for-lease residential products including single-family detached residences, single-family attached residences, small or large multiple-family attached structures, and appurtenant recreational uses including the Village Paseo (approximately 3.0 acres of open space, greenbelt, pocket parks and multi-use trail that is part of Planning Area 2). Building heights shall not exceed three (3) stories or forty feet (40'). The density within the Residential Villages shall be a minimum 20 and up to 30 dwelling units per gross acre. A maximum of ~~700~~ units may be developed in this Planning Area. However, the

946

LAND USE PLAN

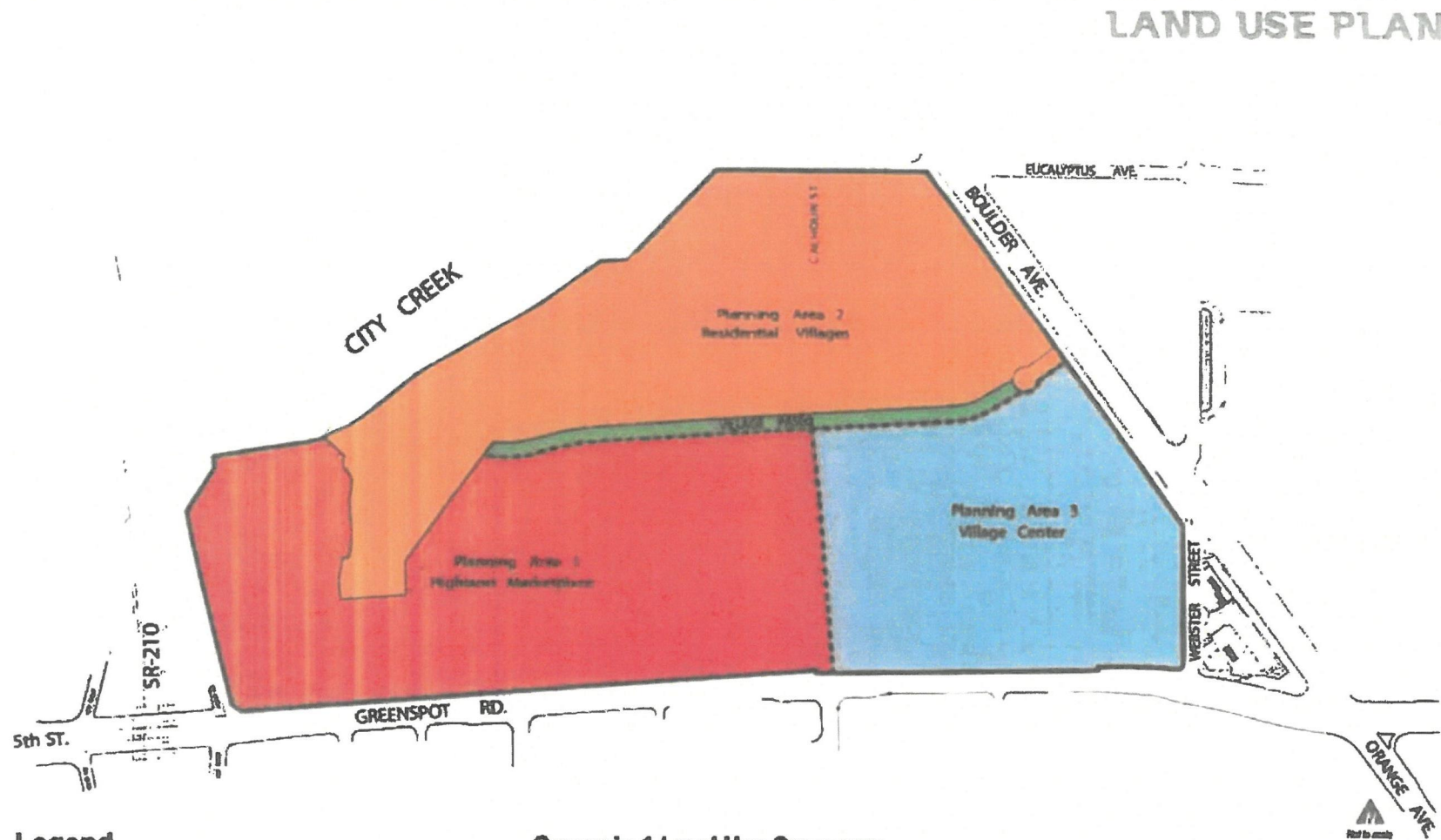
maximum number of units to be developed in the entire Specific Plan area shall not exceed ⁹⁴⁶800 units. For example, if ⁷⁴⁶525 units are developed in Planning Area 2, then the total number of units developed in Planning Area 3 cannot exceed ²⁰⁰275 units. Please refer to Exhibit 2-3, Conceptual Site Plan, for the conceptual site plan of Planning Area 2.

Under Scenario One, existing single-family homes located off of Calhoun Street within this Planning Area will remain. These homes (south of Eucalyptus Avenue) and approximately 4 acres in the western portion of the Planning Area are within the Specific Plan boundary. The Zoning designation for these properties shall be changed to Specific Plan (SPR-006-001). Existing residential uses along the north side of Eucalyptus are within the Golden Triangle Policy Area and zoned PD. All future use of these properties will be subject to the City's PD Development Standards and procedures per Development Code Chapter 16, Section 16.12.010.

2.4.4. Planning Area 3 - Village Center

Planning Area 3 consists of approximately 31-acres and is located in the southeastern portion of the Specific Plan area. This Planning Area is bordered by Greenspot Road on the south, Boulder Avenue and Webster Street on the east, the Village Paseo on the north and Planning Area 1 on the west. Planning Area 3 is a mixed use area and may feature uses such as hotels, restaurants, retail, residential, and professional offices. Up to 174,000 gross square feet of commercial, retail, office and hotel uses may be developed within this Planning Area. Building heights shall not exceed sixty feet (60') to roofline. The density within the Village Center shall be 18 to 40 dwelling units per gross acre. A maximum of 300 units may be developed in this Planning Area. However, the maximum number of units to be developed in the entire Specific Plan Area shall not exceed ⁹⁴⁶800 units. For example, if 300 units are developed in Planning Area 3, then the total number of units developed in Planning Area 2 cannot exceed ⁶⁴⁶500 units. Please refer to Exhibit 2-3, Conceptual Site Plan, for the conceptual site plan of Planning Area 3.

Exhibit 2-1: Conceptual Land Use Plan, Scenario 1



Legend

- PA 1 - Highland Marketplace
- PA 2 - Residential Villages
- PA 2 - Village Paseo
- PA 3 - Village Center
- Planning Area Boundary
- Specific Plan Area

Source: Architects Orange

Scenario 1 Land Use Summary

Planning Area	Proposed Land Use	Approximate Acreage	Maximum Density	Number of Dwelling Units	Gross Square Feet
1	Commercial	34.8 ac	N/A	N/A	507,000 sf
2	High Density Residential	35.6 ac	30 du/ac	500-700 du	N/A
	Open Space/Parks	3.0 ac	N/A	N/A	N/A
3	Mixed Use	30.6 ac	40 du/ac	100-300 du	174,000 sf
Total		104 ac		946 du	681,000 sf

1 Dwelling Units may be transferred between Planning Areas 2 and 3 so long as the total dwelling unit count for the overall Specific Plan area does not exceed 946.



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

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

PREPARED BY: Melissa Morgan, Public Services Manager

SUBJECT: The Coalition for Clean Air requests the City to participate in the 2022 California Clean Air Day on October 5, 2022

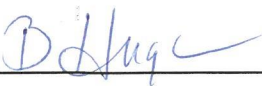
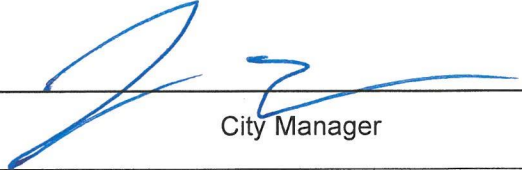
RECOMMENDATION: Staff recommends the City Council adopt a resolution to support and participate in the 2022 California Clean Air Day on October 5, 2022.

FISCAL IMPACT: None.

PUBLIC NOTICE: Public notice is not required prior to the City Council taking action on this matter. However, the Agenda was posted at the three (3) locations within the City, as required by Council Resolution and on the City's Website.

BACKGROUND: The California Clean Air Coalition was founded in 1971 and is California's only statewide organization working exclusively on-air quality issues. From creating the idea for California's original Smog Check program in 1981 to ensuring the first national ban on the toxic dry-cleaning chemical "perc" to helping pass legislation to put 1 million electric vehicles on California's roads by 2025, CCA has paved the way for socially and environmentally responsible air policy nationally and worldwide.

California Clean Air Day is built on the idea that shared experiences unite people to action to improve our community health. By joining together for a unified day of action we can create new habits to clear the air for all members of California's diverse communities. This year's California Clean Air Day is October 5, 2022. Cities and local governments have the ability to lead their communities to a more breathable future. Cities, counties, school districts, water districts, and other local and special districts all have a responsibility to take action and inspire constituents and stakeholders.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>17</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
			
City Clerk		City Manager	

RESOLUTION NO. 2022-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, DECLARING OCTOBER 5, 2022 AS CLEAN AIR DAY**

WHEREAS, Air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

WHEREAS, California has some of the worst air quality in the United States; and

WHEREAS, It is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, Emissions from vehicles, industry, and even household sources significantly affects the natural environment, air quality and well-being of City of Highland residents; and

WHEREAS, Individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region; and

WHEREAS, State, County and local employees, vendors and elected officials have tremendous power to help lower emissions; and

WHEREAS, Pledges by individuals have shown to result in action; and

WHEREAS, Education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

WHEREAS, Californians will be joining together across the state to clear the air on October 5, 2022; and

WHEREAS, the City of Highland is committed to the health of our residents, workforce, visitors, and community at large;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Highland that October 5, 2022 be declared "Clean Air Day" in the city; and be it further

RESOLVED, That we encourage all residents, businesses, employees, and community members to participate in Clean Air Day and help clear the air for all Californians.

PASSED, APPROVED AND ADOPTED this 13th day of September, 2022.

Larry McCallon
Mayor

ATTEST:

Betty Hughes, MMC
City Clerk



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph Hughes, City Manager

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

PREPARED BY: Alondra Muñoz, Engineering Technician II *AM*

SUBJECT: Measure I Capital Project Needs Analysis (2023/24 - 2027/28)

RECOMMENDATION: Approve the Five-Year Capital Project Needs Analysis (2023/24- 2027/28) for the Measure I Major Street and Freeway Interchange Programs

FISCAL IMPACT: The Capital Project Needs Analysis is a planning guide for the City's projected use of Measure I funds in the Major Street and Freeway Interchange Programs. Since Measure I Funds are restricted to roadway/traffic/transit type improvements, approval of the Analysis will not affect other City services.

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

BACKGROUND: The Measure I Strategy Plan requires each local jurisdiction to annually adopt a five-year Capital Project Needs Analysis (CPNA) to include arterial street projects and interchange projects that can be realistically funded with Measure I Arterial Sub-Program Funds or Valley Freeway Interchange Program Funds.

Each year, SBCTA allocates 6.777% of Measure I Arterial revenues to the City of Highland. SBCTA keeps the City's allocated Arterial funds until claimed by the City to pay for SBCTA's share of an arterial project that is listed in the SBCTA Nexus Study.

The City's allocated Arterial funds can also be used on a temporary basis as an internal loan to pay for the City's share of an interchange project. Under this arrangement, the City needs to eventually pay back the loan with Development Impact Fees so as to free up the allocated Arterial funds to pay for SBCTA's share of future City arterial projects.

Approved _____	Motion _____	Second _____	Agenda Item No. <i>18</i>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
<i>D. Hughes</i> City Clerk		<i>[Signature]</i> City Manager	

In the past 11 years (FY2010/11 thru FY2022/23), SBCTA allocated \$15,081,238 Measure I Arterial funds to the City of Highland. Based on SBCTA estimates, an additional \$10,603,109 will be allocated to the City in the next 5 years (FY2023/24 thru FY2027/28). Therefore, the total amount of Measure I Arterial funds that are available for programing in the City's CPNA is anticipated to be \$21,393,678.

The proposed CPNA for FY 2023/24 - 2027/28 includes one freeway interchange project, SR-210/5th Street Interchange Project and one arterial project, the Victoria Avenue Improvements Project.

The 5th Street Interchange Project is in the preliminary planning stage. It consists of widening of 5th Street/Greenspot Road between the City Creek Bridge and the westbound ramps and widening of all on and off-ramps. This project is not fully funded. The total estimated project cost is \$15,827,000 with a funding breakdown as follows:

SBCTA	\$5,590,000 (Valley Freeway Interchange Program)
IVDA Agreement	2,529,000
2007 RDA Bond Proceeds	750,000
Caltrans	1,250,000 (Cooperative Agreement)
DIF Loan	3,805,330 (Future allocations of Measure I Arterial Program funds)
Shortfall	<u>1,902,670</u> (Seek future grant opportunities)
	\$15,827,000

The estimated fair share costs from the cities of San Bernardino and Redlands are \$121,000 and \$450,000. City staff will seek separate cooperative agreements with these funding agency partners to help reduce the project shortfall. City staff will continue to go after future grant opportunities to eliminate need for another DIF Loan from SBCTA.

The Victoria Avenue Improvements Project between 3rd Street and 9th Street includes drainage, pavement reconstruction, traffic signal modifications, curbs, gutters, driveways, sidewalk, raised median, undergrounding of existing overhead utility lines, and striping. Design of the project is 85% complete. The current project cost estimate is approximately \$11.3 million. The City was awarded \$2 million of federal funds under the 2022 Appropriations Act which will be used in the construction phase. The total estimated project cost breakdown is as follows:

Community Credit Fund	\$7,310,000
2022 Appropriations Earmarks	2,000,000
DIF Loan	1,287,000 (Future Allocations of Measure I Arterial Program Funds)
SBCTA	536,000 (Valley Major Street Program)
Indian Gaming Special District Fund	<u>132,000</u>
	\$11,265,000

Attachments: 2024-2028 CPNA Resolution
2024-2028 Capital Project Needs Analysis SR-210 & 5th Street
2024-2028 Capital Project Needs Analysis Victoria Avenue Improvements Project
2024-2028 CPNA Allocations
2024-2028 CPNA Arterial Revenue Estimate

RESOLUTION NO. 2022-____

RESOLUTION OF THE COUNCIL OF THE CITY HIGHLAND, STATE OF CALIFORNIA,
ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR
FISCAL YEARS 2023/2024 THROUGH 2027/2028

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plan set forth in Ordinance No. 04-01 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Highland, State of California, that the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2023/2024 through 2027/2028, attached to this resolution, is hereby adopted.

PASSED AND ADOPTED at a meeting of the Council of the City of Highland held on September 13, 2022.

Larry McCallon, Mayor

ATTEST:

Betty Hughes, MMC, City Clerk

Capital Project Needs Analysis
City of Highland
Valley Arterial Sub-Program

Nexus Project Cost	\$ 4,975,000
Dev. Loan?	Yes
5-Year Advance?	No
Public Share:	53.6%
Dev. Share:	46.40%

Project Information	Phase	Funding	PRIOR*	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FUTURE
Victoria Avenue Improvements Project Current Total Project Cost Estimate: \$11,265,000.00 Total Measure I Request: \$536,000.00 (Summation of Measure I) Comments:	PA&ED Total Cost: Fund Type:	\$275,000.00							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PS&E Total Cost: Fund Type:	\$133,000.00							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ 133,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	ROW Total Cost: Fund Type:	\$279,000.00							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ 279,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CONST Total Cost: Fund Type:	\$10,498,000.00							
		MSI Arterial	\$ -	\$ -	\$ 268,000.00	\$ 268,000.00	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ 3,337,500.00	\$ 3,337,500.00	\$ -	\$ -	\$ -
		OTHER	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	\$ -	\$ -
		DEV LOAN	\$ -	\$ -	\$ 643,500.00	\$ 643,500.00	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2022/2023 expenses.

**Capital Project Needs Analysis
City of Highland
Valley Freeway Interchange Program**

Nexus Project Cost	\$ 3,300,000
Dev. Loan?	Yes
5-Year Advance?	No
Public Share:	Per Coop
Dev. Share:	Agreement

Project Information	Phase	Funding	PRIOR*	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FUTURE
SR-210/5th Street Interchange Current Total Project Cost Estimate: \$15,827.00 Total Measure I Request: \$5,590,000.00 (Summation of Measure I) Comments:	PA&ED Total Cost: Fund Type:	\$519,000.00							
		MSI Interchange	\$ -	\$ 129,408.00	\$ 129,409.00	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ 56,000.00	\$ 34,031.00	\$ 34,030.00	\$ -	\$ -	\$ -	\$ -
		DEV LOAN	\$ -	\$ 68,061.00	\$ 68,061.00	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PS&E Total Cost: Fund Type:	\$1,593,000.00							
		MSI Interchange	\$ -	\$ -	\$ 143,633.00	\$ 746,824.00	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ 37,809.00	\$ 196,392.00	\$ -	\$ -	\$ -
		DEV LOAN	\$ -	\$ -	\$ 75,558.00	\$ 392,784.00	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	ROW Total Cost: Fund Type:	\$100,000.00							
		MSI Interchange	\$ -	\$ -	\$ -	\$ 55,900.00	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ -	\$ 14,700.00	\$ -	\$ -	\$ -
		DEV LOAN	\$ -	\$ -	\$ -	\$ 29,400.00	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CONST Total Cost: Fund Type:	\$13,615,000.00							
		MSI Interchange	\$ -	\$ -	\$ -	\$ -	\$ 2,192,413.00	\$ 2,192,413.00	\$ -
		DEV FEE	\$ -	\$ -	\$ -	\$ -	\$ 1,078,019.00	\$ 1,078,019.00	\$ -
		OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000.00	\$ -
		DEV LOAN	\$ -	\$ -	\$ -	\$ -	\$ 2,912,068.00	\$ 2,912,068.00	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2022/2023 expenses.

**Measure I Valley Major Street/Arterial Sub-Program
Summary of Allocations, Balances & Special Arrangements**

	SHARES	ALLOCATIONS	BALANCES		SPECIAL ARRANGEMENTS	
Jurisdiction	Current Equitable Share*	FY10/11 thru FY22/23	Reimbursements FY10/11 thru 5/16/22	Allocation Balance	Approved Advances @ 5/16/22	Term Loan Collateral @ 5/16/22
Chino	7.591%	\$15,855,529	\$298,946	\$15,556,583	\$10,500,000	
Chino Hills	2.194%	\$3,043,718	\$0	\$3,043,718		
Colton	2.534%	\$5,659,632	\$387,519	\$5,272,114		
Fontana	19.400%	\$34,015,223	\$7,078,632	\$26,936,591		
Grand Terrace	1.389%	\$3,102,301	\$151,462	\$2,950,839		
* Highland	6.777%	\$15,081,238	\$4,290,669	\$10,790,569		\$5,391,695
Loma Linda	4.074%	\$9,099,188	\$2,591,019	\$6,508,170		
Montclair	0.597%	\$1,333,386	\$1,913,734	-\$580,349	\$1,033,100	\$452,751
Ontario	12.272%	\$27,409,239	\$16,326,701	\$11,082,538	\$6,383,764	\$213,466
Rancho Cucamonga	5.044%	\$9,177,934	\$5,429,607	\$3,748,327		
Redlands	4.854%	\$10,841,301	\$2,112,512	\$8,728,789		
Rialto	3.831%	\$8,146,197	\$4,411,246	\$3,734,951		
San Bernardino	7.857%	\$17,548,434	\$8,381,133	\$9,167,301	\$12,000,000	
Upland	2.743%	\$6,126,429	\$3,799,396	\$2,327,033	\$2,029,872	
Yucaipa	5.965%	\$12,080,227	\$12,243,735	-\$163,509	\$6,000,000	
County	12.878%	\$28,762,726	\$6,039,970	\$22,722,756		
Totals	100.000%	\$207,282,702	\$75,456,282	\$131,826,420	\$37,946,736	\$6,057,911

**Measure I Valley Major Street/Arterial Sub-Program
Revenue Projections Fiscal Years 2023/2024 through 2027/2028**

Jurisdiction	SHARES	CPNA REVENUE PROJECTIONS*					TOTALS		
	Current Equitable Share	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Total Projected Revenue	Current Allocation Balance	Total Available through FY27/28
Chino	7.591%	\$2,247,748	\$2,247,748	\$2,265,823	\$2,285,726	\$2,316,699	\$11,363,744	\$15,556,583	\$26,920,327
Chino Hills	2.194%	\$0	\$0	\$0	\$0	\$0	\$0	\$3,043,718	\$3,043,718
Colton	2.534%	\$786,498	\$786,498	\$792,616	\$799,354	\$809,839	\$3,974,805	\$5,272,114	\$9,246,919
Fontana	19.400%	\$4,006,165	\$4,006,165	\$4,051,482	\$4,101,385	\$4,179,040	\$20,344,238	\$26,936,591	\$47,280,828
Grand Terrace	1.389%	\$431,115	\$431,115	\$434,469	\$438,162	\$443,910	\$2,178,771	\$2,950,839	\$5,129,610
Highland	6.777%	\$2,098,004	\$2,098,005	\$2,114,356	\$2,132,362	\$2,160,382	\$10,603,109	\$10,790,569	\$21,393,678
Loma Linda	4.074%	\$1,264,479	\$1,264,480	\$1,274,317	\$1,285,150	\$1,302,007	\$6,390,433	\$6,508,170	\$12,898,602
Montclair	0.597%	\$185,296	\$185,296	\$186,737	\$188,325	\$190,795	\$936,448	(\$580,349)	\$356,099
Ontario	12.272%	\$3,808,957	\$3,808,958	\$3,838,591	\$3,871,222	\$3,922,001	\$19,249,728	\$11,082,538	\$30,332,265
Rancho Cucamonga	5.044%	\$1,193,591	\$1,193,591	\$1,205,373	\$1,218,348	\$1,238,538	\$6,049,441	\$3,748,327	\$9,797,768
Redlands	4.854%	\$1,506,574	\$1,506,574	\$1,518,295	\$1,531,202	\$1,551,287	\$7,613,932	\$8,728,789	\$16,342,721
Rialto	3.831%	\$1,148,611	\$1,148,611	\$1,157,766	\$1,167,848	\$1,183,536	\$5,806,371	\$3,734,951	\$9,541,323
San Bernardino	7.857%	\$2,438,639	\$2,438,639	\$2,457,611	\$2,478,503	\$2,511,014	\$12,324,406	\$9,167,301	\$21,491,707
Upland	2.743%	\$851,367	\$851,367	\$857,990	\$865,284	\$876,634	\$4,302,640	\$2,327,033	\$6,629,673
Yucaipa	5.965%	\$1,728,909	\$1,728,909	\$1,743,024	\$1,758,568	\$1,782,755	\$8,742,166	(\$163,509)	\$8,578,657
County	12.878%	\$3,997,046	\$3,997,047	\$4,028,143	\$4,062,385	\$4,115,672	\$20,200,293	\$22,722,756	\$42,923,049
Totals	100.000%	\$27,692,998	\$27,693,000	\$27,926,594	\$28,183,823	\$28,584,109	\$140,080,524	\$131,826,420	\$271,906,944

* 15-year reconciliation of shares in effect until FY35/36, which reduces allocations to Chino Hills, Fontana, and Rancho Cucamonga to account for allocations to projects through the Project Advancement Agreement process.



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph Hughes, City Manager

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

SUBJECT: Bid Award – Bid No. 2022-02, “3rd Street/5th Street Corridor Improvement Project” (Project str18001)

RECOMMENDATION: It is recommended that the City Council award the construction contract for Bid No. 2022-02 “3rd Street/5th Street Corridor Improvement Project (Project str18001)” to the responsible low bidder, Granite Construction Company (Granite), in the amount of \$9,395,939.00.

FISCAL IMPACT: The project construction cost will be funded as follows:

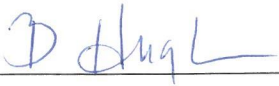
Federal Economic Development Administration (EDA) Grant	\$3,955,263.87 (42%)
State Local Partnership Program SB-1 Grant	1,700,000.00 (18%)
San Manuel Band of Mission Indians	1,246,891.71 (13%)
Inland Valley Development Agency	1,246,891.71 (13%)
City of Highland	1,246,891.71 (13%)
Total	\$9,395,939.00 (100%)

The adopted two-year budget includes \$774,000 in RDA 2007 funds for completion of this project. Since additional funds were necessary to complete all phases of this project, on May 19, 2022, the City Council approved the following budget adjustments:

1. Reallocation of \$900,000 of RDA 2007 funds from the Sycamore Storm Drain; and
2. Allocation of \$145,025 of General Capital Financing (MOE) for FY 2022-23.

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

BACKGROUND: Complete construction of the 3rd Street/5th Street Corridor Improvement Project is an HP+ priority item in the 2021/2022 Work Program. This Project will construct curbs and gutters, sidewalks, storm drain, traffic signal, street lights and pavement

Approved _____	Motion _____	Second _____	Agenda Item No. <u>19</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
			
City Clerk		City Manager	

improvements along 3rd Street, 5th Street, Palm Avenue and Central Avenue. Improvements also include extending 3rd Street to 5th Street at the Church Avenue intersection. (See attached project location map.)

Three (3) bids were received and opened on April 7, 2022. Following are the bid results:

<u>Bidder</u>	<u>Total Bid</u>
Granite Construction Company	\$9,395,939.00
Griffith Company	\$9,422,570.08
All American Asphalt	\$9,517,909.00

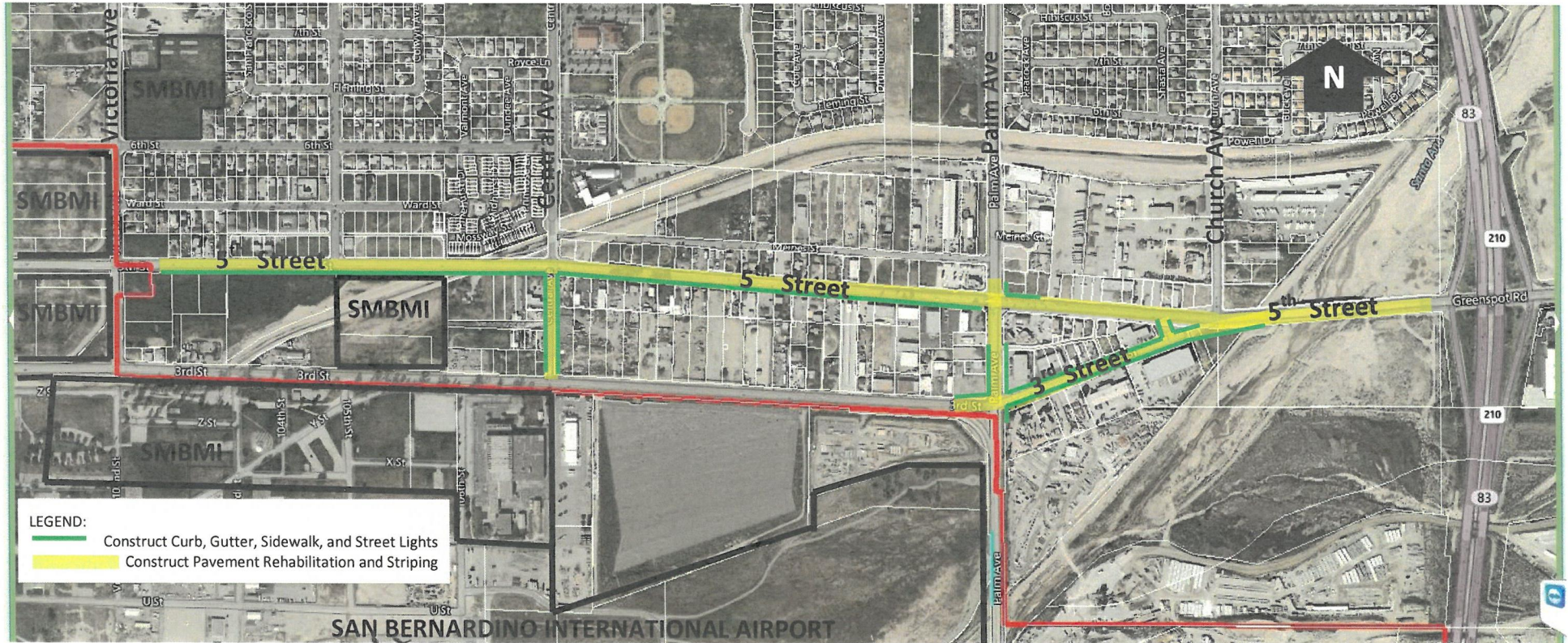
The Engineer’s estimate for this project is \$7,658,400. The low bid was received from Granite of Indio in the amount of \$9,395,939.00.

Based on staff’s review of the bids, the following comments are provided to help explain the high cost of the bids being \$1.7 million over the engineer’s estimate:

1. There is an undocumented slope adjacent to Palm Avenue at 3rd Street that will be reconstructed. A retaining wall also needs to be reconstructed within Robertson’s Ready Mix. These improvements are necessary to construct a northbound dedicated right-turn lane at the intersection of Palm Avenue and 3rd Street. The challenges with the slope and retaining are going to cost nearly a quarter of a million over the engineer’s estimate.
2. Three traffic signals require major modifications at 5th Street/Palm Avenue, 5th Street/Church Avenue and 3rd Street/Palm Avenue. Traffic signal material is a long lead item. Higher cost of steel has resulted in these items being a quarter of a million over the engineer’s estimate.
3. Due to heavy truck traffic, this project is constructing jointed concrete pavement on Palm Avenue between 3rd Street and 5th Street including the intersections. Additionally, this project is constructing curbs, gutters, sidewalks, and driveways. Concrete is more expensive and has become difficult to get. The concrete items combined are close to a million over the engineer’s estimate.
4. Finally, there are several miscellaneous bid items with lower quantities that were noticeably higher than the engineer’s estimate.

Granite provided a letter to the City stating they will hold their bid price through September 30, 2022. Staff recommends the City Council award this project to the responsible lowest bidder, Granite. Staff is familiar with the quality of work performed by Granite. A recent reference check has also confirmed that this contractor possesses the qualifications and experience necessary to perform the contract scope of work.

Attachments: Location Map



5th Street

- Victoria Avenue to Palm Avenue includes striping reconfiguration, south side pavement widening, curb, gutter, sidewalk and street lights (1.0 miles)
- Palm Avenue to Church Avenue includes right turn lane to northbound Palm Ave, pavement rehabilitation and striping (0.25 miles)
- Church Avenue to SR-210 includes pavement rehabilitation, raised center median and striping reconfiguration (0.25 miles)

Central Avenue

- 3rd Street to 5th Street includes pavement rehabilitation, pavement widening, curbs, gutters, sidewalks and street lights (0.13 miles)

3rd Street

- Palm Avenue/3rd Street intersection reconfiguration/realignment
- Palm Avenue to 5th Street includes pavement rehabilitation, pavement widening, curb, gutter sidewalks, bike lane, striping and street lights (0.40 miles)
- 3rd Street/5th Street intersection improvements

Palm Avenue

- 3rd Street to 5th Street includes pavement rehabilitation, addition of turn pockets (0.13 miles)

LOCATION MAP



STAFF REPORT TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph Hughes, City Manager

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

SUBJECT: HKA Contract 2nd Amendment for Professional Services – 3rd Street and 5th Street Corridors Improvement Project (Project No. str18001)

RECOMMENDATION: It is recommended that the City Council (1) approve a second amendment to the professional services agreement with HKA, and (2) authorize the City Manager to approve any future contract amendments up to 10% of the new contract amount.

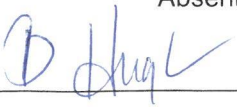
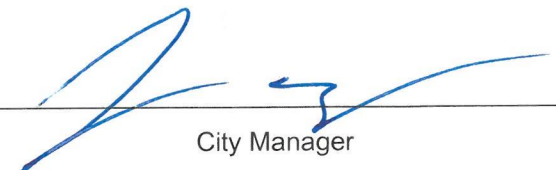
FISCAL IMPACT: The 2nd amendment will increase the fee for professional services by \$457,840.66, for a total fee of \$1,932,630.24, 31.0% increase of the 1st amendment. Funding sources for the fee increase are:

• Federal Economic Development Administration (EDA) Grant	\$ 192,730.15 (42.10%)
• San Manuel Band of Mission Indians	88,370.17 (19.30%)
• Inland Valley Development Agency	88,370.17 (19.30%)
• City of Highland (RDA 07)	88,370.17 (19.30%)
Total	\$ 457,840.66 (100%)

A 10% contingency of the revised total fee is also requested. It will be used to cover any additional services if needed and requested by City staff during the course of the project. The contingency amount, if used, will be provided by San Manuel Band of Missions Indians, Inland Valley Development Agency and the City of Highland.

PUBLIC NOTICE: Notices of Council Meeting agenda were posted at the three locations required by resolution. The Notice inviting bids was advertised in two newspapers and a number of trade papers.

BACKGROUND: The 3rd Street and 5th Street Corridors Improvement Project will construct curbs and gutters, sidewalks, storm drain, traffic signal, street lights and pavement improvements along 3rd Street, 5th Street, Palm Avenue and Central Avenue. Improvements also include extending 3rd Street to 5th Street at the Church Avenue intersection. (See attached project location map.)

Approved _____	Motion _____	Second _____	Agenda Item No. <u>20</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
			
City Clerk		City Manager	

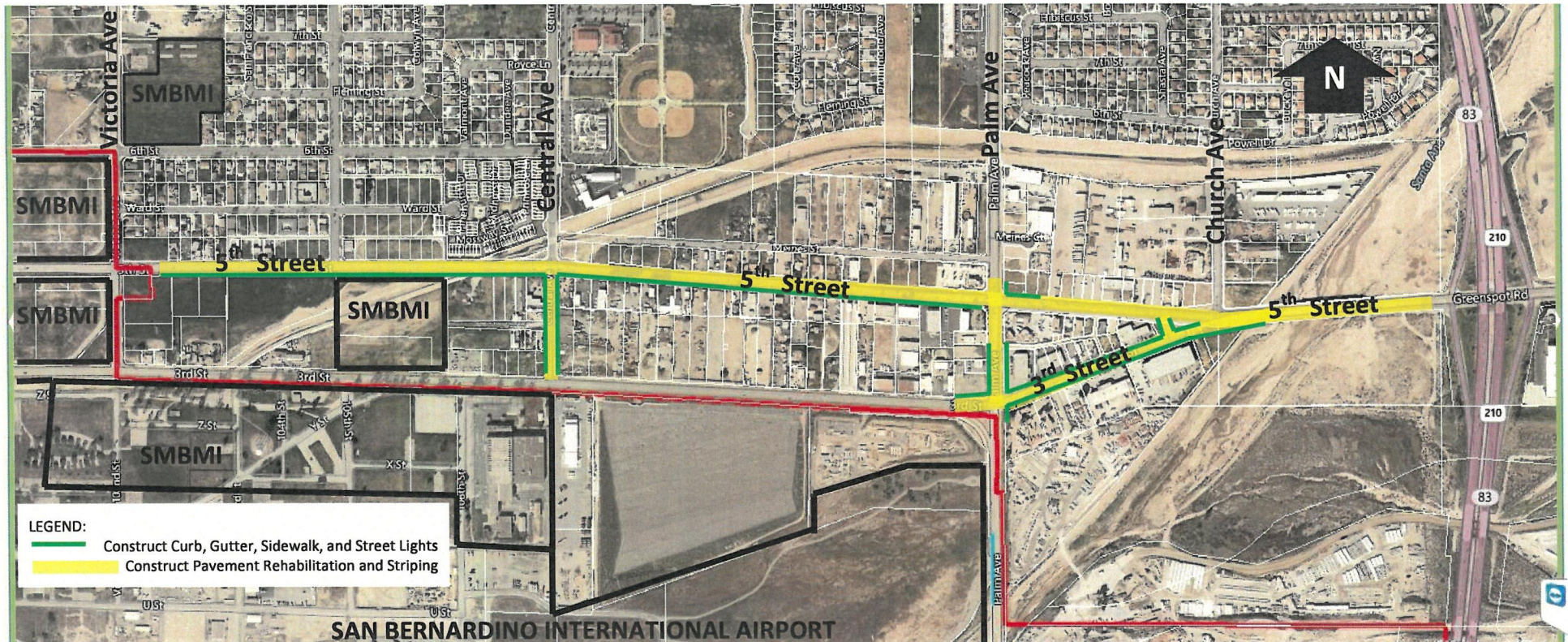
On April 28, 2022, the City Council approved the first amendment to the professional services agreement with HKA for a total fee of \$1,474,789.58. This fee increase was related to additional design of a retaining wall at the southeast corner of Palm Avenue and 3rd Street and landscaped median on 5th Street from Palm Avenue to Church Avenue. Additional effort was also needed to research and secure right of way on Central Avenue from 3rd Street to 5th Street.

With this project moving into the construction phase, it is necessary to process a second amendment to the agreement with HKA. Additional construction management and inspection services include:

- Additional effort due to the expanded construction schedule from 180 to 397 working days. The increase of 217 working is more than double the original construction period.
- The original contract with HKA was executed on December 11, 2018. While HKA is providing the City discounted rates, their rates have increased.
- Expanded scope of work for the retaining wall at Robertson's Ready Mix and landscape median on 5th Street.

It is recommended that the second amendment for additional professional services with HKA be approved.

Attachments: Location Map
Second Amendment



5th Street - Victoria Avenue to Palm Avenue includes striping reconfiguration, south side pavement widening, curb, gutter, sidewalk and street lights (1.0 miles) - Palm Avenue to Church Avenue includes right turn lane to northbound Palm Ave, pavement rehabilitation and striping (0.25 miles) - Church Avenue to SR-210 includes pavement rehabilitation, raised center median and striping reconfiguration (0.25 miles)	Central Avenue 3rd Street to 5th Street includes pavement rehabilitation, pavement widening, curbs, gutters, sidewalks and street lights (0.13 miles)
3rd Street - Palm Avenue/3rd Street intersection reconfiguration/realignment - Palm Avenue to 5th Street includes pavement rehabilitation, pavement widening, curb, gutter sidewalks, bike lane, striping and street lights (0.40 miles) 3rd Street/5th Street intersection improvements	Palm Avenue 3rd Street to 5th Street includes pavement rehabilitation, addition of turn pockets (0.13 miles)

LOCATION MAP

**SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
CITY OF HIGHLAND AND HERNANDEZ, KROONE AND ASSOCIATES (HKA)**

This Second Amendment to the Agreement for Professional Services is made and entered into the 13th day of September, 2022, by and between the CITY OF HIGHLAND (“City”) and Hernandez, Kroone and Associates (HKA).

HKA entered into an agreement to provide Engineering, Right of Way, Construction Management and Inspection Services for the 3rd and 5th Street Corridor Improvements Project; and, on December 11, 2018. Payment for services in the Agreement provides an authorized amount of \$1,279,004.31 unless otherwise approved by the City.

The City and HKA amended the original agreement on April 28, 2020, to include additional research and secure right of way on Central Avenue, addition of a retaining wall at the southeast corner of Palm Avenue & 3rd Street, and addition of a landscaped median in 5th Street from Church Avenue to Palm Avenue at an amount not-to-exceed \$1,474,789.58.

The City and HKA desire to amend the construction management and inspections services due to the expanded construction schedule from 180 to 397 working days, increased discounted billing rates and additional scope of work for the retaining wall at Robertson’s Ready Mix and landscape median on 5th Street.

THIS SECOND AMENDMENT ALTERS THE AGREEMENT AS FOLLOWS:

1. “Scope of Services” is amended by adding additional construction management and inspection services as set forth in the HKA letter dated September 7, 2022 (Task 3 only) attached and incorporated by this Amendment.
2. The maximum compensation amount under this second amendment to this agreement is Two million one hundred twenty-five thousand eight hundred ninety-three dollars and twenty-six cents (\$2,125,893.26) including additional scope of services unless otherwise authorized in advance by the City in writing.
3. The term of the agreement shall terminate 6 months after the notice of construction completion has been excepted by the City Council, unless terminated earlier as set forth in Section 26 of the original agreement.
4. All other terms, conditions, and provisions of the original agreement to the extent not modified by this Amendment, shall remain in full force and effect.

Except as expressly modified above, the terms of the original agreement dated December 11, 2018, shall control the respective rights and obligations of the parties hereto.

CITY OF HIGHLAND

CONSULTANT: HKA

Larry McCallon, Mayor

By: _____

Anne M. Hernandez

ATTEST:

By: _____

Betty Hughes, City Clerk

Richard R. Hernandez



September 7, 2022

Mr. Carlos Zamano, PE
Director of Public Works / City Engineer
27215 Base Line
Highland, CA 92346

2nd Amendment Request
3rd Street / 5th Street Corridor Improvements
HKA Project No. 18-1037
STR18001

RE: 2nd Amendment Request 3rd Street / 5th Street Construction Management

Dear Mr. Carlos Zamano, PE:

With this letter, Hernandez, Kroone & Associates (HKA) is requesting a second formal contract amendment. This is necessary due to schedule adjustments and expansion of scope of services in design, right of way, bid support, and construction inspection as outlined below.

History:

HKA's original contract provided for the following:

- 8-month schedule for design services
- 180 working days for construction

Additional design and right of way services added to the contract through a prior amendment include:

- Landscape median island on 5th Street from Palm Avenue to Church Avenue
- Soil nail wall or soldier pile wall at southeast corner of 3rd Street / Palm Avenue
- Geotechnical testing for the retaining wall and slope paving
- Additional project management costs for an extension in design services
- Discrepancies in City owned right of way along Central Avenue

On April 28, 2020, HKA received an amendment request for the additional design and right of way services listed above. The design schedule changed from 100% delivery date.

Additional Scope Items:

In April of 2020, HKA provided notice to proceed to Terracon Geotechnical for the additional borings and testing required to support the design of a soil nail wall or soldier pile wall. Terracon had issues with the geotechnical borings due to resistance and the City authorized a few more boring locations. The end result of the borings is that the hill in the southeast corner of 3rd Street and Palm Avenue contains debris of an unknown quantity and unknown materials with several points of resistance which could be due to boulders. Therefore, a soil nail wall or soldier pile wall, which rely on frictional forces with the soil, are no longer viable alternatives.

234 East Drake Drive ▲ San Bernardino, California 92408
Phone: (909) 884-3222 ▲ Fax: (909) 383-1577 ▲ www.hkagroup.com

HKA and the City pursued other alternatives which is an expansion of HKA's scope outside of the above amendment request. One of the alternatives the City and HKA reviewed included the practicality of a Caltrans type retaining wall. HKA contacted several structural firms who stated that due to the peak ground acceleration factor and the soil conditions, a retaining wall was not recommended, and these firms confirmed that the Caltrans Standard Plan retaining walls were not designed for this type of seismic forces. The City and HKA prepared several alternatives to present to the property owner, Robertson's Ready Mix, regarding the slope grading, permanent and temporary right of way acquisition, and impacts to the equipment / materials at the top of their slope. The alternatives considered different slope options at 2:1, 3:1, and 4:1, resulting in additional right of way costs, and construction costs. These setbacks in the design and additional alternatives expanded the design schedule and increased the project management costs.

Compounding the issues with the design were the acquisition issues along Central Avenue. It was assumed that the City had easement rights for the full width of Central Avenue as indicated on the Original Plans prepared by others. The rights to Central Avenue needed to be acquired from the property owners on the west side of the original subdivision. The City, HKA, IVDA, and East Valley Water District all participated at various times in trying to secure rights from one specific property owner. These rights were not obtained due to issues with a clouded title regarding ownership. Therefore, HKA was required to redesign the improvements on Central Avenue to skip this property owner which included a through lane and curb and gutter transitions. This right of way delay was concurrent with the design delay.

HKA's original construction schedule was for 180 working days. The schedule impacts were discussed during the 1st amendment request but were postponed until final design was completed. This postponement was deemed necessary in order to determine the final design and the construction elements that required full time inspection versus part time inspection. It is the City's desire to have full time inspection on asphalt paving, jointed concrete pavement, and the construction of the slope paving and earth retaining system by Orco Block. In summary, the construction schedule has been expanded from 180 to 397 workdays for construction inspection, an increase of 217 days. The jointed plain concrete will take more days to construction than asphalt paving and the slope paving and Orco Block retaining wall require specialty inspection. Therefore, the days of full-time inspection has also been increased.

HKA's original contract was awarded in 2018. Since 2018, our employees have received merit increases and cost of living wage increases, and these increases have been included in the amendment request. However, HKA is still offering discounted prices to the City of Highland and is reducing the increases in the upper management categories.

Task	1 st Amendment Cost	Increased Cost	Total Cost
Task 1 Preliminary Engineering	\$140,040.83	\$0	\$140,040.83
Task 2 Right of Way Engineering and Acquisition	\$267,000.00	\$0	\$267,000.00
Task 3 PS&E	\$565,200.00	\$0	\$565,200.00
Task 4 Bid Support, Construction Management & Inspection	\$502,548.75	\$457,840.66	\$960,389.41
Total Costs	\$1,474,789.58	\$457,840.66	\$1,932,630.24

Mr. Carlos Zamano, PE
September 7, 2022
3 of 3

Hernandez, Kroone & Associates
Civil Engineers and Land Surveyors

If you have any concerns or questions regarding the attached spreadsheet or this request, please feel free to contact me at 909-884-3222.

Sincerely,



Anne M. Hernandez, PE
Principal

Attachment: Excel Spreadsheet of Cost Projections

Proposal Number: 18-1037 Cost for Construction Services Amendment

Request No. 2

Client Name: City of Highland - Note Discounted Rates

Date: 4/26/2022 Rev 4.0

Job Title: STR18001 3rd and 5th Street Corridors Improvement Project

OH Rate

Billing Rate 2022-2023

City of Highland Discounted Rates

1	2	3	4	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Assigned Person: Subject to Change (Use Initials)
Principal	Project Manager	Assistant PM	Assistant PM	Quality Control	Quality Control	Project Engineer	Project Engineer	Assistant Project Engineer	Field Inspector (PW) - SC-23-63-2-2021-1D Group 2	2 Man Survey Crew (PW) *CP = 86.38, IM = 82.81, CM = 82.18"	Engineering Tech	Office Surveyor	Assistant Office Surveyor	Labor Compliance	Assistant Office Engineer	Subconsultant A - Hilltop Geotechnical	Subconsultant B - RT Engineering	Subconsultant C - TY Lin	Mileage, Misc. Expenses	ODC	Rate Category (Per Cost Sheet):
	165%	165%	165%	165%	165%	165%	165%	165%	130%	130%	165%	165%	165%	165%	165%						
	\$ 300.56	\$ 217.00	\$ 168.54	\$ 293.65	\$ 154.50	\$ 109.55	\$ 96.91	\$ 95.51	\$ 176.00	\$ 366.00	\$ 84.27	\$ 188.20	\$ 95.51	\$ 104.21	\$ 95.51						
	\$ 215.00	\$ 175.00	\$ 168.54	\$ 196.00	\$ 154.50	\$ 109.55	\$ 96.91	\$ 95.51	\$ 145.72	\$ 335.88	\$ 84.27	\$ 188.20	\$ 95.51	\$ 104.21	\$ 95.51	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	Rate, USD (\$)

Original Task No.	Task No.	Task Name	Cost, \$ (USD)	Total Hours	Total Cost, True	Original Cost, True	Cost Difference	Sum Programming Code
4A.1	1.1	Project Management	\$ 3,900.00	20.00	\$ 3,900.00	\$ 3,208.20	\$ 691.80	Main Task
4A.1a	1.1	Original Contract Hours (1)	\$ 3,900.00	20.00	\$ 3,900.00	\$ 3,208.20	\$ 691.80	
4A.2	2	Preconstruction Services	\$ 6,350.00	34.00	\$ 6,350.00	\$ 5,030.30	\$ 1,319.70	Main Task
4A.2a	2.1	Job Walk (1)	\$ 1,560.00	8.00	\$ 1,560.00	\$ 1,293.48	\$ 266.52	
4A.2b	2.2	Pre-bid inquiries and addendums (1)	\$ 1,560.00	8.00	\$ 1,560.00	\$ 1,414.90	\$ 145.10	
4A.2c	2.3	Engineer's Construction Schedule (1)	\$ 3,230.00	18.00	\$ 3,230.00	\$ 2,321.92	\$ 908.08	
4B.1	3	Project Management	\$ 53,590.00	320.00	\$ 53,581.39	\$ 38,971.32	\$ 14,610.07	Main Task
4B.1a	3.1	Original Contract Hours (1)	\$ 45,000.00	273.00	\$ 44,996.39	\$ 38,971.32	\$ 6,025.07	
	3.2	Scope and Cost Increase (Retaining Wall and Median Island Addition) Consolidation of Additional Work to Tasks 3.1 - 3.3	\$ 4,470.00	24.50	\$ 4,467.50		\$ 4,467.50	
	3.3	Scope and Cost Increase (IPC and Slope Paving) Consolidation of Additional Work to Tasks 3.1 - 3.3	\$ 4,120.00	22.50	\$ 4,117.50		\$ 4,117.50	
4B.2	4	Preconstruction Services	\$ 25,580.00	166.00	\$ 25,582.23	\$ 17,149.16	\$ 8,433.07	Main Task
4B.2a	4.1	Prepare for and Attend Pre-construction meeting (1)	\$ 5,770.00	34.00	\$ 5,774.95	\$ 4,887.20	\$ 887.75	
4B.2b	4.2	Review Contractor's construction schedule and Schedule of Values (1)	\$ 470.00	3.00	\$ 474.27	\$ 400.29	\$ 73.98	
4B.2c	4.3	Review Contractor's Submittals (1)	\$ 7,120.00	45.00	\$ 7,118.38	\$ 5,937.01	\$ 1,181.37	
4B.2d	4.4	Review Contractor's Traffic Control Plans (1)	\$ 2,150.00	21.00	\$ 2,153.21	\$ 2,127.89	\$ 25.32	
4B.2e	4.5	Respond to Requests for Information (1)	\$ 1,620.00	9.00	\$ 1,615.00	\$ 1,199.81	\$ 415.19	
4B.2f	4.6	Review of Cal OSHA project criteria (1)	\$ 670.00	8.00	\$ 674.16	\$ 555.68	\$ 118.48	
4B.2g	4.7	Training for Environmental Clearance on Job site (1)	\$ 2,900.00	20.00	\$ 2,902.26	\$ 2,041.28	\$ 860.98	
	4.8	Scope and Cost Increase (Retaining Wall and Median Island Addition) Consolidation of Additional Work to Tasks 4.1 - 4.7	\$ 3,180.00	17.00	\$ 3,175.00		\$ 3,175.00	
	4.9	Scope and Cost Increase (IPC and Slope Paving) Consolidation of Additional Work to Tasks 4.1 - 4.7	\$ 1,700.00	9.00	\$ 1,695.00		\$ 1,695.00	
4B.3	5	Construction Services	\$ 822,520.00	4485.50	\$ 822,489.92	\$ 454,987.81	\$ 367,512.11	Main Task
4B.3a	5.1	Field Inspection (Full Time Inspection) (1)	\$ 220,750.00	1296.00	\$ 220,753.12	\$ 241,736.80	\$ (20,983.68)	
4B.3b	5.2	Certificates of Compliance (1)	\$ 4,720.00	41.00	\$ 4,716.14	\$ 3,767.81	\$ 948.33	
4B.3c	5.3	Utility Coordination (1)	\$ 12,330.00	101.00	\$ 12,329.00	\$ 11,728.29	\$ 600.71	
4B.3d	5.4	Weekly Statement of Working days and other administrative papers (1)	\$ 19,640.00	176.00	\$ 19,636.92	\$ 17,614.64	\$ 2,022.28	
4B.3e	5.5	Labor Compliance Interviews (1)	\$ 1,220.00	8.25	\$ 1,219.51	\$ 1,217.43	\$ 2.08	
4B.3f	5.6	Certified Payroll (1)	\$ 11,150.00	108.25	\$ 11,149.30	\$ 8,144.35	\$ 3,004.95	
4B.3g	5.7	Contractor's pay request (1)	\$ 5,910.00	54.00	\$ 5,906.65	\$ 5,039.10	\$ 867.55	
4B.3h	5.8	Respond to Requests for Information (1)	\$ 10,250.00	73.00	\$ 10,247.78	\$ 9,185.06	\$ 1,062.72	
4B.3i	5.9	Coordination with Businesses and Residents (1)	\$ 3,960.00	28.00	\$ 3,961.36	\$ 3,419.98	\$ 541.38	
4B.3j	5.10	Material Testing / Geotechnical (Allowance) (1)	\$ 67,820.00	40.00	\$ 67,822.20	\$ 67,703.72	\$ 118.48	
4B.3k	5.11	Permit Coordination (1)	\$ 5,510.00	38.00	\$ 5,509.84	\$ 4,745.06	\$ 764.78	
4B.3l	5.12	Contractor's claims - process / negotiate (1)	\$ 6,040.00	40.00	\$ 6,036.32	\$ 5,328.88	\$ 707.44	
4B.3m	5.13	Construction Staking (1)	\$ 71,770.00	270.00	\$ 71,773.56	\$ 68,102.00	\$ 3,671.56	
4B.3n	5.14	Final Job Walk (1)	\$ 7,970.00	56.00	\$ 7,965.60	\$ 7,255.28	\$ 710.32	
	5.15	Scope and Cost Increase (Retaining Wall and Median Island Addition) Consolidation of Additional Work to Tasks 5.1 - 5.14	\$ 117,520.00	492.00	\$ 117,520.72		\$ 117,520.72	
	5.16	Scope and Cost Increase (IPC and Slope Paving) Consolidation of Additional Work to Tasks 5.1 - 5.14	\$ 74,390.00	520.00	\$ 74,385.84		\$ 74,385.84	
	5.17	Schedule Cost Adjustment and Increase for Inspection (Additional Fulltime Inspection)	\$ 181,570.00	1144.00	\$ 181,566.08		\$ 181,566.08	
4B.4	6	Post Construction Services	\$ 39,660.00	251.50	\$ 39,667.59	\$ 29,763.36	\$ 9,904.23	Main Task
4B.4a	6.1	Contractor's Claims settlement / final pay (1)	\$ 10,120.00	84.00	\$ 10,120.99	\$ 7,798.52	\$ 2,322.47	
4B.4b	6.2	As-built's (1)	\$ 6,480.00	50.00	\$ 6,481.75	\$ 4,840.00	\$ 1,641.75	
4B.4c	6.3	Permit Closeouts (1)	\$ 340.00	4.00	\$ 337.08	\$ 277.84	\$ 59.24	
4B.4d	6.4	Deliver Final Completed Project to City and EDA (1)	\$ 7,210.00	51.00	\$ 7,210.18	\$ 5,892.10	\$ 1,318.08	
4B.4e	6.5	Survey Monument Preservation (1)	\$ 3,830.00	18.00	\$ 3,827.49	\$ 3,609.12	\$ 218.37	
4B.4f	6.6	Obtain New Traffic Count Volumes and readjust signal timing (1)	\$ 7,540.00	12.50	\$ 7,541.77	\$ 7,345.79	\$ 195.99	
	6.7	Scope and Cost Increase (Retaining Wall and Median Island Addition) Consolidation of Additional Work to Tasks 6.1 - 6.6	\$ 2,070.00	16.00	\$ 2,074.16		\$ 2,074.16	
	6.8	Scope and Cost Increase (IPC and Slope Paving) Consolidation of Additional Work to Tasks 6.1 - 6.6	\$ 2,070.00	16.00	\$ 2,074.16		\$ 2,074.16	

(1) Indicated Original Scope of Work Item

Total Hours (Break Down)											Total Direct Costs				Total Hours	Total Raw Cost	Original Contract Cost	Cost Difference																		
Total Cost for Construction Services* Note does not include credit for remaining contract amount; See Summary Table below for Contract Amendment Request											\$ 951,600.00	0.00	511.00	599.00	56.00	11.00	92.00	246.00	162.00	0.00	2643.00	179.00	545.00	46.00	0.00	179.00	8.00	\$ 109,553.00	\$ 26,000.00	\$ 5,000.00	2618.00	6090.00	5277.00	\$ 951,581.13	\$ 549,110.15	\$ 402,470.98

Percent Based on Hours											Percent Based on Costs					
0.00%	9.68%	11.35%	1.06%	0.21%	1.74%	4.66%	3.07%	0.00%	50.09%	3.39%	10.33%	0.87%	0.00%	3.39%	0.15%	100%
\$ -	\$ 109,865.00	\$ 104,825.00	\$ 9,438.24	\$ 2,156.00	\$ 14,213.54	\$ 26,949.55	\$ 15,699.50	\$ -	\$ 385,137.96	\$ 60,122.52	\$ 45,927.15	\$ 8,657.34	\$ -	\$ 18,654.29	\$ 764.05	\$ 951,581.13
0.00%	11.55%	11.02%	0.99%	0.23%	1.49%	2.83%	1.65%	0.00%	40.47%	6.32%	4.83%	0.91%	0.00%	1.96%	0.08%	100%

Summary of Cost Adjustments

Cost Difference due to Rate Change

\$ 11,395.03

Line 1 = Rate Raises

Cost Difference due to Scope of Work Additions

\$ 209,509.87

Line 2 = Scope of Work Additions

Cost Difference due to Increase in Schedule (180 WD to 397 WD)

\$ 181,566.08

Line 3 = Schedule Addition

Total Cost Increase in Cost from Original Contract

\$ 402,470.98

Line 4 = Line 1 + Line 2 + Line 3

Original Scope of Work Contract Amount

\$ 549,110.15

Line 5 = Original Contract Amount

Total Cost for Task 4A and 4B (Construction Services)

\$ 951,581.13

Line 6 = Line 4+ Line 5

Summary of Contract Balance

Original Contract Amount for Construction

\$ 549,110.15

Line 7 = Original Contract Amount

Borrowed Cost from Construction for Additional Design

\$ (42,369.68)

Line 8 = Borrowed Cost from Contract Categories

Contract Balance Remaining as of March 31, 2022

\$ 506,740.47

Line 9 = Line 8 - Line 7

Estimated April Invoice

\$ (13,000.00)

Line 10 = Estimated Invoice

Estimated Contract Balance April 30, 2022

\$ 493,740.47

Line 11 = Line 9 - Line 10

Total Cost for Task 4A and 4B (Construction Services)

\$ 951,581.13

Line 12 = Line 6

Contract Amendment Request Amount for Construction Services

\$ (457,840.66)

Line 13 = Line 11 - Line 12

J:\1801\8.08.1037 Highland - 3rd & 5th Street Corridor Improvement\Cost Estimate\Task Bid Construction Services\JAH Form Bid Construction Services Amendment - Rev 4.0.xlsx

-9-



STAFF REPORT

TO THE CITY COUNCIL

MEETING DATE: September 13, 2022

FROM: Joseph Hughes, City Manager

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

PREPARED BY: Matt Bennett, Assistant Public Works Director *MB*

SUBJECT: Public Improvement Reimbursement Agreement Amendment No. 1 with East Valley Water District for Traffic Signal Modifications at 5th Street and Del Rosa Drive

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Public Improvement Reimbursement Agreement Amendment No. 1 with East Valley Water District (EVWD) for Traffic Signal Modifications at 5th Street and Del Rosa Drive;
- 2) Authorize the Mayor to sign the Agreement Amendment No. 1; and
- 3) Approve the following Budget Adjustment: Transfer \$267,786.07 from 007-2100 (DIF-Fund Balance) to be expended from 007-8330-6550 (Traffic Improvements).

FISCAL IMPACT: The City's cost for design, construction and construction management was estimated to be \$316,000 for traffic signal modifications at 5th Street and Del Rosa Drive as per the Public Improvement Reimbursement Agreement (Agreement) approved by the City Council on September 21, 2020. Funds were allocated from Development Impact Fees (DIF) for the traffic signal improvements included with the Design/Build Sterling Natural Resources Center project being constructed by EVWD. EVWD has provided the necessary backup for the change order associated with the traffic signal improvements for design, construction and construction management, and extra shared cost items that were not included in the original Agreement. The revised estimated City share cost of the traffic signal improvements is \$583,786.07, with a \$267,786.07 (84.7%) increase. There are sufficient DIF funds to cover this increase to the City.

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

Approved _____	Motion _____	Second _____	Agenda Item No. <u>21</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
			
City Clerk		City Manager	

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

The SNRC project is also required to construct off-site improvements including, but not limited to pavement widening, slurry seal, curbs, gutters, sidewalks, curb ramps, bus pad, driveways, catch basin modification and parkway landscape. As a result of EVWD's Project constructing the intersection of Del Rosa Drive and 5th Street to its ultimate width, the City agreed to partner with EVWD to modify the traffic signal at this intersection using eligible DIF funds.

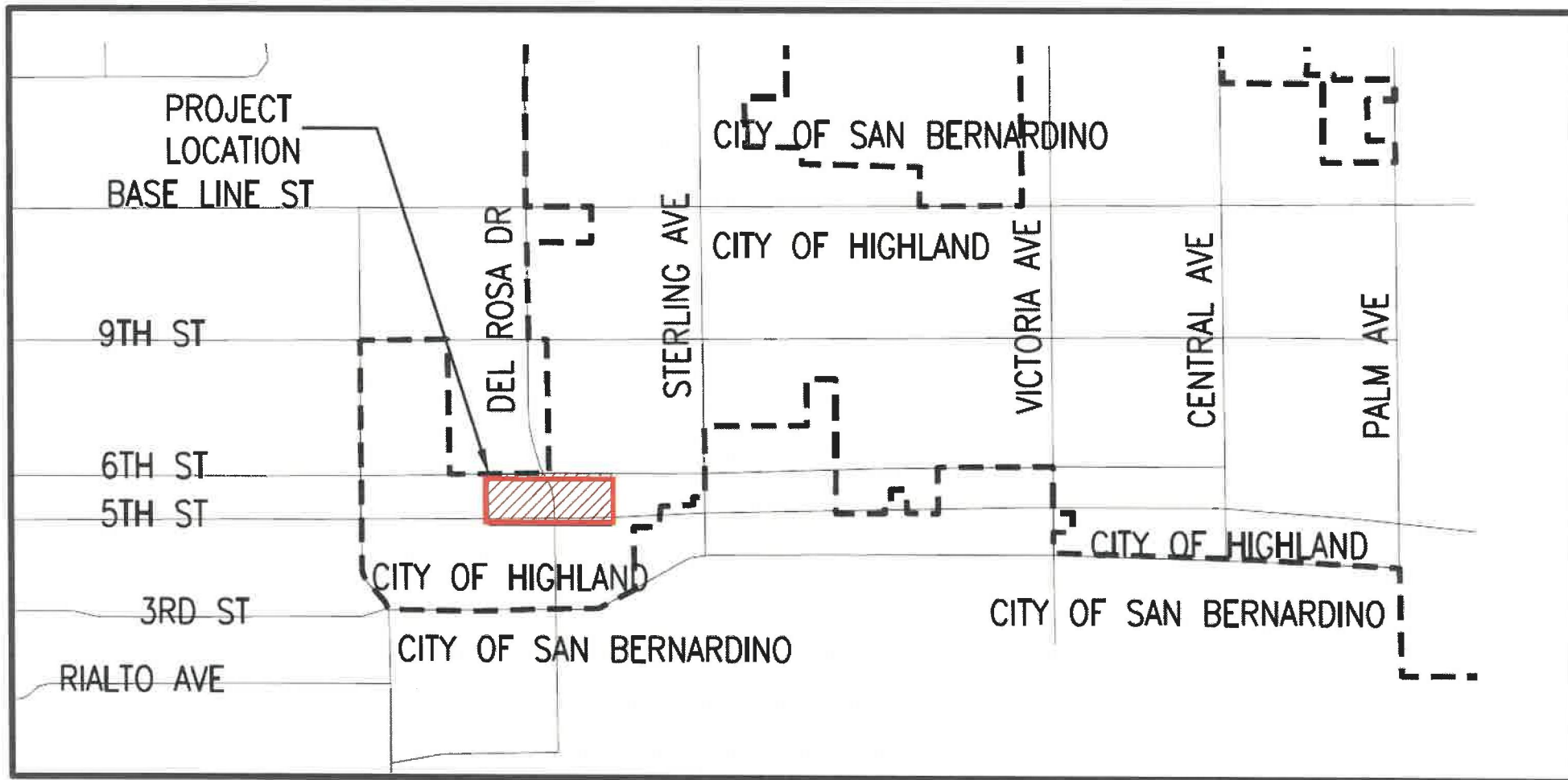
The change order for the traffic signal modifications at 5th Street and Del Rosa Drive has been negotiated with the SNRC contractor at a cost of \$583,786.07. The increase of \$267,786.07 (84.7%) is due to the following unforeseen factors:

1. Rise of inflation in the United States and construction costs.
2. It was assumed that the traffic signal equipment in the controller would be salvaged. However, during design it was determined that all the signal equipment in the cabinet needed to be replaced.
3. Acquisition of permanent easements at the southeast and southwest corners of the intersection to construct the traffic signal at its ultimate location and provide ADA complaint curb ramps.
4. Additional cost of share items for traffic control, slurry seal and striping due to existing poor pavement condition on 5th Street and Del Rosa Drive.

Amendment No. 1 of the Public Improvement Reimbursement Agreement has been reviewed and approved by staff at both agencies. It is scheduled for approval by EVWD's Board on September 14, 2022.

Attachments:

1. Location Map
2. Public Improvement Reimbursement Agreement
3. Amendment No.1



PROJECT LOCATION MAP

Traffic Signal Modifications at
5th Street & Del Rosa Drive

PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT

This **PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT** ("Agreement") is entered into by and between East Valley Water District, a County Water District, ("District") and the City of Highland, a California Municipal Corporation ("City"). The Agreement is effective the date of execution by the last party to execute this Agreement (Effective Date) for the purpose stated herein.

RECITALS:

WHEREAS, District is building a recycled water plant known as the Sterling Natural Resource Center ("SNRC") which is located on Del Rosa Drive between 5th Street and 6th Street within the City of Highland, see attached location map hereto as Exhibit "A"; and

WHEREAS, District and City have identified certain public improvements at Del Rosa Drive and 5th Street intersection ("Improvements") to be constructed in conjunction with the construction of the SNRC; and

WHEREAS, subject to the terms of this Agreement, District has agreed to design and construct the Improvements and City has agreed to reimburse District for the costs associated therewith;

COVENANTS:

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. The District shall:

1. Serve as the lead agency in the execution of the Improvements and assign a project manager. All work contemplated and performed under this Agreement shall be processed as a change order to the SNRC progressive design-build contract with Balfour-Beatty as general contractor. As such, the District shall be sole party that contracts with consultant(s) and contractor(s), coordinates the activities of the consultant(s) and contractor(s), and resolves any issues with these contracts.
2. Complete the design plans, specifications, and schedule for the Improvements as shown in Exhibit "B" attached hereto and incorporated herein by this reference.
3. Administer contract(s) for construction of the Improvements. The Improvements shall be processed and constructed as a change order to the SNRC progressive design-build agreement and shall comply with the terms of that agreement. The provisions set forth in Section 6.3 of the design-build agreement regarding insurance shall apply and are incorporated herein by this reference as if set forth fully herein. Certificates of insurance and endorsements shall be issued and shall

contain language requiring City and its directors, employees, and agents to be included as additionally named insured on all policies of insurance required for the Improvements, and such policies of insurance shall be primary with respect to City and its directors, employees, and agents, and that any and all coverage that may be available to City shall be considered excess and non-contributory. Within ten business days after the Effective Date of this agreement, District shall provide to City copies of the certificates of insurance and endorsements showing the City as an additionally named insured.

4. The District agrees that the procurement of any contractors or subcontractors that will be constructing the Improvements shall comply with any and all applicable local, State, and federal laws including, but not limited to, provisions of the California Public Contract Code and Labor Code applicable to public works requiring public bidding and payment of prevailing wages, maintenance of certified payroll records, and registration with the Department of Industrial Relations.
5. Administer professional services contract(s) to provide construction management services for the Improvements.
6. Complete the Improvements in compliance with all applicable legal requirements and in a manner reasonably acceptable to the City.
7. Respond to change order requests and requests for information related to the Improvements, and make changes or modifications to final plans and specifications as needed throughout construction.
8. Submit change order requests and requests for information for Improvements to the City.
9. Be responsible for the following costs of the Improvements:
 - (i) One hundred percent of design, construction and construction management for the civil improvements such as, but not limited to, construction of additional paving, slurry seal, curbs, gutters, sidewalk, ADA ramps, relocation of the existing the storm drain catch basin north of 5th Street, and signage.
 - (ii) Any design fee in excess of \$26,000 for traffic signal modifications.
 - (iii) Fifty percent (50%) of shared items of work as mutually agreed by the District and City and listed in Exhibit "C" titled "Listing of Shared Cost Items," which is attached hereto and incorporated herein by this reference. The parties agree that if either party determines that the benefit to the other is more than fifty percent (50%), the parties will meet and confer

regarding re-allocating the costs related to the shared items of work. Any re-allocation of costs will require an amendment to this Agreement.

10. Notify City of completion of construction.

11. Send detailed itemized invoices to City as follows:

- (i) During design and construction of the Improvements, send monthly invoices to the City in the amount equal to the total amount of the contract(s) regarding traffic signal modification improvements and half of that month's shared costs as mutually agreed by the District and City. The design and construction management invoices shall include a breakdown of man-hours and billings rate for each task. The construction invoices shall include bid item quantity, description, unit cost and executed contract change orders.
- (ii) After the City's acceptance of the Improvements, send a final invoice to the City in an amount equal to the final costs incurred for the traffic signal modification improvements and half of the remaining shared costs, including all contract payments, change orders, extra work and other contingency expenditures as mutually agreed upon by both parties and described below.

B. The City shall:

1. Review the design plans and specifications for the Improvements within ten (10) business days from submission by District and either approve the plans and specifications or provide written comments to the plans and specifications.
2. Cooperate with the District in regards to timely City inspections of the Improvements.
3. Respond to material submittals, change order requests and requests for information related to the Improvements within ten (10) business days of notice thereof.
4. Upon notification by the District of completion of construction of the Improvements, City staff shall, within twenty (20) business days or as soon thereafter as is feasible, place on a City Council agenda an agenda item recommending that the City Council accept the Improvements.
5. Be responsible for the following costs of the Improvements:
 - (i) Design fee not-to-exceed \$26,000 for traffic signal modifications.

- (ii) One hundred percent (100%) of construction and construction management for traffic signal modifications at an estimated cost of \$290,000.
 - (iii) Fifty percent (50%) of shared items of the Improvements as mutually agreed by the City and District and listed in Exhibit "C."
 - (iv) One hundred percent (100%) of City's staff time and consultant fees to coordinate with the District, monitor construction, and other administrative work relative to the traffic signal modifications.
6. Make the following payments to the District:
- (i) During design and construction of the Improvements, unless the City disputes a fee, City shall send each progress payment within thirty (30) days of notice of the monthly itemized invoice from the District for the Improvements, and shared items of work as mutually agreed by the District and City. In the event that the City disputes that amounts stated on any itemized invoice, the City shall submit within ten (10) business days of receipt of the invoice, notice of such dispute and the basis for the dispute. The parties shall endeavor to resolve any such dispute within a reasonable time after the District's receipt of notice of dispute. Any dispute that is not resolved within five (5) business days shall be referred to the City Manager and the General Manager for resolution.
 - (ii) City shall send a final payment within thirty (30) days of notice of the final itemized invoice from the District, unless City disputes any of the fees set forth in the final invoice. If City disputes any fee set forth in the monthly invoice, the City shall submit within ten (10) business days of receipt of the invoice, notice of such dispute and the basis for the dispute. The parties shall endeavor to resolve any such dispute within a reasonable time after the District's receipt of notice of dispute. Any dispute that is not resolved within five (5) business days shall be referred to the City Manager and the District Manager for resolution.

GENERAL TERMS:

1. Once accepted, the Improvements shall be the property of the City, and the City shall be responsible for the operation and maintenance.
2. District agrees to obtain for each contractor performing any aspect of the Improvements a warranty in the City's favor for the repair or replacement of faulty work or materials for a period of one year following completion of the Improvements and the City's acceptance thereof. District shall provide City with the warranty before the City Council accepts the Improvements.

3. The District and City agree to cooperate with each other in good faith and acknowledge that, for all matters in this Agreement, time is of the essence.
4. This Agreement shall commence on the Effective Date and shall terminate until such time as a certificate of completion has been issued for the Improvements, unless otherwise extended or terminated by mutual written consent of both parties.
5. Each party's performance under this Agreement is subject to acts of God, war, government regulation, pandemic, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond said party's control making it inadvisable, illegal, or impossible to perform its respective obligations under this Agreement.
6. This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and shall not be construed against either party as the drafter of the Agreement, which shall be deemed to have been written by both parties.
7. If any term, clause, or provision of this Agreement is held to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected, but shall remain in full force and effect in accordance with the terms hereof.
8. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the San Bernardino County Superior Court.
9. No variation, modification, change, or amendment of this Agreement shall be binding upon either party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by the District and City. This Agreement shall not be amended or modified by oral agreement or understanding between the parties or by any acts or conduct of the parties.
10. No waiver of any breach or default by either party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver.
11. Neither party shall assign this Agreement or any of such party's interest, rights, or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may assign this Agreement or any part thereof to any successor governmental agency legally performing the functions of the assigning party as its successor.
12. The Recitals are hereby incorporated into this Agreement.
13. The parties are and shall at all times remain, as to each other, wholly independent entities. Neither party shall have power to incur any debt, obligation, or liability on behalf of the other party or otherwise act on behalf of any other party as an

agent except as expressly provided by this Agreement. No official, employee, agent, or officer of a party shall represent that he, she or anyone else from that party is in any manner an official, agent, employee or officer of the other party.

14. Each person executing this Agreement on behalf of a party warrants and represents that he or she has the authority to execute this Agreement on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.
15. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement.
16. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party of its contentions by submitting a claim in writing, therefore. The injured party shall continue performing its obligations incurred herein so long as the injuring party commences to cure such injuring action within ten (10) days of service of such notice and completes the cure within forty-five (45) days after the notification, or such longer period as may be necessary or agreed upon by the parties to this Agreement.
17. If either party commences an action against the other arising out of or in connection with this Agreement, including the filing of a legal action to compel payment of the reimbursement, the prevailing party shall be entitled to recover reasonable attorney's fees and legal costs from the losing party related to enforcement of the provisions of this Agreement.
18. Each party shall indemnify, defend and hold harmless the other party, including its officials, officers, employees, volunteers, agents, successors, assigns and those agents serving as independent contractors in the role of officials (collectively Employees) from and against any and all claims (including, but not limited to, claims for bodily injury, death or property damage), demands, liability, obligations, damages, actions, causes of action, proceedings, suits, losses, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever (including, but not limited to, consequential damages, attorneys' fees, experts' fees and other litigation expenses) (collectively Claims) to the extent arising from or incident to the negligent, reckless or willful acts or omissions of the indemnifying party or any of its Employees arising out of the Agreement. However, in any case, the District will not indemnify, defend or hold harmless the City or its Employees from or against Claims arising from or incident to any acts or omissions of any consultant or contractor who works on or provides any service regarding these Improvements; provided that all contracts with consultants and contractors who provide any work or service regarding the Improvements contains language requiring the City and its directors, employees and agents to be indemnified and held harmless in the same manner as the District. The District expressly indemnifies the City for any and all claims related to public works labor requirements contained in the Public Contract Code and

Labor Code, including bidding, bonding and the payment of prevailing wages. This indemnity will survive termination or expiration of the Agreement.

19. The Improvements shall be constructed in conjunction with the SNRC and as a change order to the SNRC progressive design build contract, and all of the provisions of that Agreement dealing with insurance shall remain in full force and effect during construction of the Improvements
20. Neither party to this Agreement relies upon any warranty or representation not contained in this Agreement.
21. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any person shall be in writing and either served personally or sent by prepaid, First Class mail to the address set forth below. Notice shall be deemed communicated 48 hours from the time of mailing if mailed as provided in this section.

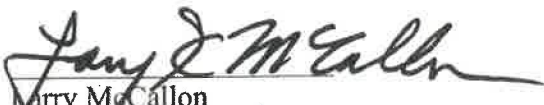
To City: City of Highland
Attn: Joseph Hughes, City Manager
27215 Base Line
Highland, CA 92346
Tel.: (909) 864-6861
Fax: (909) 862-3180

To District: East Valley Water District
Attn: John Mura, General Manager
31111 Greenspot Road
Highland, CA 92346
Tel.: (909) 889-9501
Fax: (909) 889-5732

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective and duly and duly authorized officers on the Effective Date listed below.

CITY OF HIGHLAND

EAST VALLEY WATER DISTRICT


Larry McCallon
Mayor 09/21/2020

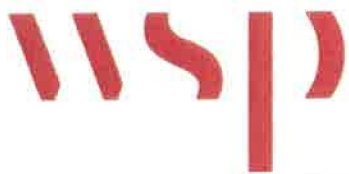
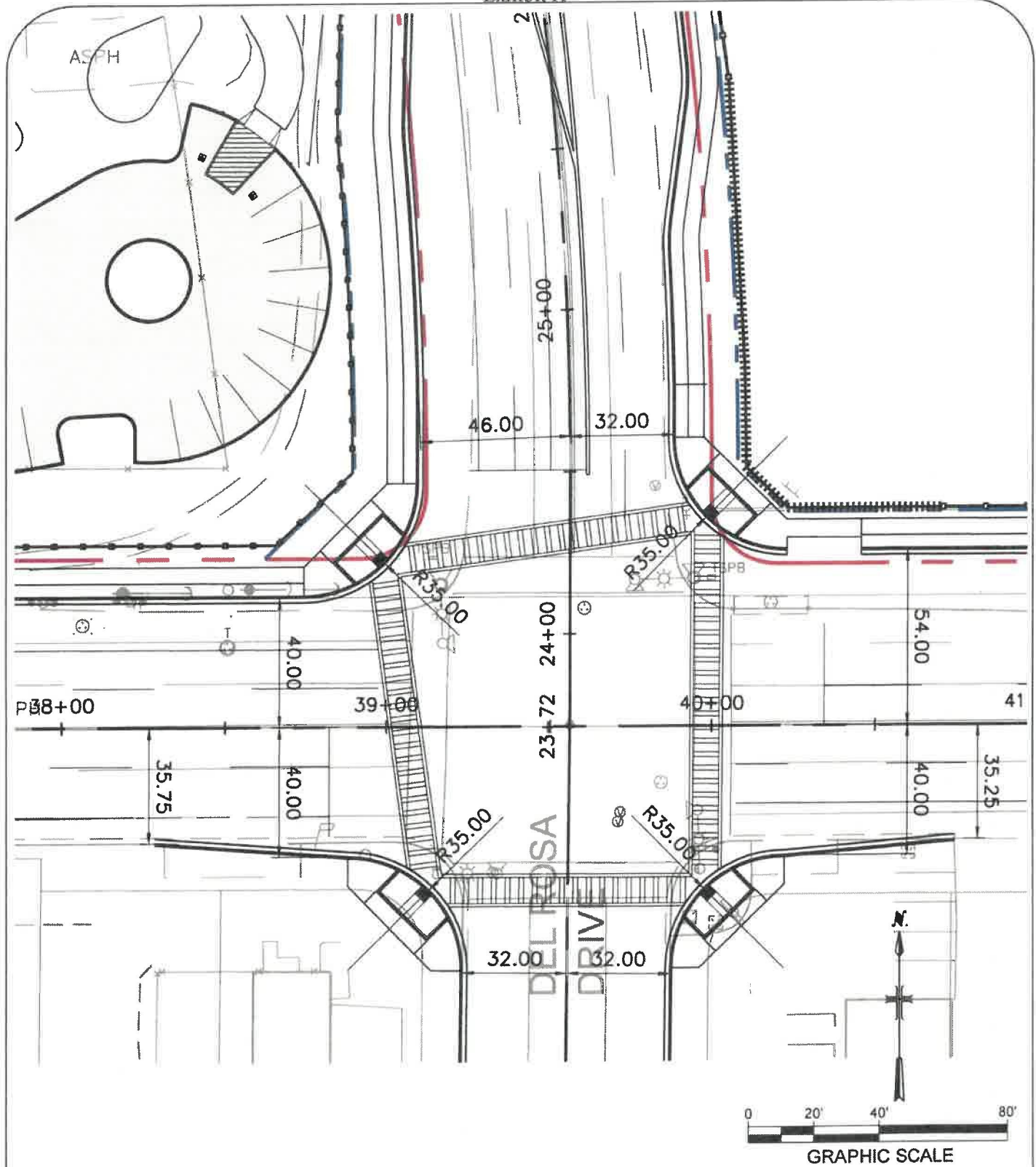

John Mura
General Manager/CEO

ATTEST:


Betty Hughes, MMC
City Clerk 09 20 2020

ATTEST:


John Mura
Secretary to the Board of Directors



5TH STREET & DEL ROSA AVENUE CURB RETURNS

Exhibit B



General vicinity of EVWD
signal relocation improvements.

The work included in this agreement, and within the general vicinity of this exhibit is representative of only a portion of the off-site improvements to be completed at part of the Sterling Natural Resource Center construction.

EXHIBIT "C"
Sterling Natural Resources Center
Joint Public Improvements
Listing of Shared Cost Items

Construction Management Services provided by Balfour Beatty will be shared based on apportionment of the amount for the respective bid schedules provided in the Specifications (Contract Documents).

Following are the 50% shared items of the Improvements as mutually agreed by the City and District:

Construction Items

1. Prepare and maintain critical path method project schedule
2. Mobilization (shall not exceed 5% of bid amount)
3. Implement and update Traffic Control Plan
4. Trench pavement repairs (hot mix asphalt and aggregate base) for installation of traffic signal conduit.
5. Striping

Additional construction items may be added to the listing of shared cost items upon mutual agreement by the District and City. The percentage of share is also subject to change upon mutual agreement by the District and City if it is determined an agency should be responsible for more than half the cost of shared work.

AMENDMENT No. 1
PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT

This first Amendment to the Agreement for Public Improvement Reimbursement Agreement is made and entered into the 13th day of September 2022, by and between the City of Highland ("City") and East Valley Water District ("EVWD").

City and EVWD entered into an agreement to design and construct Public Improvements at 5th Street and Del Rosa Drive, on September 21, 2020. As per the Public Improvement Reimbursement Agreement the City authorized the amount of \$316,000.00 for traffic signal modifications at the intersection of 5th Street and Del Rosa Drive.

The City and EVWD desire to amend the original agreement to include additional cost, in amount of \$267,786.07, for the traffic signal, preparation of legals and plats to secure permanent easements at the southwest and southeast corners, and increased shared cost for traffic control, slurry seal and striping.

THIS FIRST AMENDMENT ALTERS THE AGREEMENT AS FOLLOWS:

1. The maximum reimbursement amount under this first amendment to this agreement is Five hundred and eighty-three thousand seven hundred eighty-six dollars and seven cents (\$583,786.07) including additional Public Improvements and scope of services unless otherwise authorized in advance by the City in writing.
2. All other terms, conditions, and provisions of the original agreement to the extent not modified by this Amendment, shall remain in full force and effect.

Except as expressly modified above, the terms of the original agreement dated September 21, 2020, shall control the respective rights and obligations of the parties hereto.

IN WITNESS THEREOF, this Amendment has been executed by the Parties hereto:

SIGNATURES ON FOLLOWING PAGE

CITY OF HIGHLAND

EAST VALLEY WATER DISTRICT

Larry McCallon, Mayor

By: _____

Print Name

ATTEST:

ATTEST:

Betty Hughes, City Clerk



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Lawrence A. Mainez, Community Development Director 

SUBJECT: Alliance Residential Company – request for Parkland Acquisition & Park Facilities Development Impact Fee credit in accordance with Highland Municipal Code Section 16.40.200, Park and Recreational Facilities

RECOMMENDATION: Staff recommends that the City Council take the following action;

1. Approve Alliance Residential Company's request for a fifty percent (50%) Parkland Acquisition & Park Facilities Development Impact Fee credit in the amount of \$1,235,374.14

FISCAL IMPACT: In accordance with City Council Resolution Nos. 2021-007, Alliance Residential Company is required to pay an estimated \$12,267,921.12 in Development Impact Fees (DIFs) for its 546-unit Alliance multi-family residential development located in Planning Area 2 within the Greenspot Village & Marketplace Specific Plan on Greenspot Road (inclusive of the City's Parkland Acquisition & Park Facilities Development Impact Fee). The City's Parkland Acquisition & Park Facilities Development Impact Fee portion is estimated at \$2,470,748.28 (546 units x \$4,525.18 per unit for Park Facilities DIF).

According to information provided by Alliance Residential Company and the City's Landscape Architect (Community Works Design Group), the construction of 'private' active park areas within the Alliance project could cost an estimated \$4,687,500 or \$2,216,751.72 more than the City's DIFs collects for the City's Parkland Acquisition & Park Facilities (excluding the clubhouse construction costs).

Approved _____	Motion _____	Second _____	Agenda Item No. <u>22</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	

The Highland Municipal Code Section 16.40.200 permits DIF credit up to 50% for proposed privately owned park and recreational facilities if the City determines it is in the public interest to allow such credit – and after certain standards have been met. This Section of the Municipal Code also includes a park fee credit for the reasonable value of park and recreational improvements provided by the developer for land dedicated to the City for use as a public park as approved by the City. In the case of the Alliance Residential Development Company all park facilities will be owned and maintained by Alliance, and accessible only to the residents and their visitors.

The City's parkland needs will be met and extensively exceeded by Alliance Development Company as required within their Greenspot Village & Marketplace Specific Plan entitlement documents, and the Alliance Residential Development Company will be maintaining all related park facilities. The estimated construction cost noted above is considered a reasonable value, and excludes the fees for utility connections, off-site street improvements, and the land value (estimated at \$224,000 per acre, or \$1,400,000.00). Since there will be no dedication of land to the City for park development, no appraisal was requested to justify the estimated land value.

There will be no direct impacts to the City's existing DIF Fund because the proposed planned park facilities as identified in the Alliance Development Documents exceeds the City's Active Parkland Ratio, and the facilities will be constructed by Alliance Residential Development Company (with extensive amenities as reviewed by the City's Landscape Architect and the Highland Planning Commission, and City Council). In addition, there will be no on-going impacts to the City's General Fund since Alliance Residential Development Company will maintain all park facilities in perpetuity.

PUBLIC NOTICE: No Public Notice is required prior to the City Council taking action on this item. However, the Agenda has been posted in the three (3) locations in accordance with City Council policy.

BACKGROUND/PROPOSAL: The Alliance Residential Development project was approved on August 9, 2022 (DRA-22-004, and SPR-22-001). Design Review Application Planning Condition Number 11 (DRA-22-004) stipulates that related recreational amenities be constructed in advance of the first occupancy.

In July 2022, Alliance Residential Development Company requested the City estimate the City's Parkland Acquisition & Park Facilities Development Impact Fee credits for the Alliance Development project.

The City's Development Impact Fees in effective on April 28, 2021, were used to estimate the amount of DIF credits (as adopted by City Council Resolution No. 2021-007) (see Attachment A – Development Impact Fees as adopted by City Council Resolution No. 2021-007).

Parkland Acquisition & Park Facilities Development Impact Fee credit request

The current Parkland Acquisition & Park Facilities Development Impact Fee is \$4,525.18 per unit (City Council Resolution No. 2021-007). The Alliance Development project will include 546 attached units; therefore, the total Parkland Acquisition & Park Facilities Development Impact Fee is \$2,470,748.28.

In accordance with the Highland Municipal Code Section 16.40.200(D)(6)(h)(iv)(B), a subdivider or developer may receive a DIF credit against the requirements for the payment or the dedication of land for the reasonable value of park and recreation improvements provided by the subdivider or developer. As noted in the Fiscal Impact Section above, the proposed Alliance Development park facilities will be owned and maintained by the Alliance Development Company - which will be accessible only to the Alliance residents and their visitors.

Parkland Ratio (Quimby Act):

The City's General Plan (Conservation and Open Space Element – Chapter 5) establishes the City's Park Ratio at 2.5 acres per 1,000 residents, which includes a Ratio of 2.0 acres of developed park acreage and 0.5 acre of undeveloped natural parkland. In California, park standards are provided by the Quimby Act of 1975, which gave cities the authority to pass parkland impact fees or dedication ordinances, recognizing the tremendous strain that local cities where under to provide enough parkland and open space for their residents. The City's current Quimby fees and the City's Development Impact Fee Resolutions are both updated periodically. As noted above, should the City Council deny the DIF credit request, Alliance Residential Development Company would be required to pay the City's Park DIF fees listed in City Council Resolution 2021-007 totaling \$2,407,748.28 (546 units @ \$4,525.18 each).

The parkland requirement for the Alliance Development's 546 units (or 1,884 new residents), as established by the City's General Plan and implemented by its DIF Resolution, is 3.76 acres of active park facilities. The proposed 6.25 acres of active park facilities in the Alliance Development exceeds the City's park facilities requirement while incorporating unique park standards inclusive of the landscaped Village Paseo that spans the entire length of the southern portion of the development to create a buffer

from the future retail uses. The proposed private club house will be approximately 7,500 square feet and will include meeting rooms and a fully equipped gym.

In accordance with the Highland Municipal Code Section 16.40.200(D)(6)(h)(iv)(B), Alliance estimates the construction of the required active and passive park areas within the project will cost an estimated \$4,687,500.00, or \$2,216,751.72 more than the City's DIFs collected for the Parkland Acquisition & Park Facilities (excluding fees for utility connections, off-site improvements, and land acquisition).

Standards required for fee credit:

Approval of such credit(s) shall be based on a determination by the City that it is in the public interest to allow such credit(s), and that all the following standards have been met (or will be met prior to approval of the final map or development permit):

1. *That yards, court area, setbacks, and other open space areas, which are required to be established and maintained by other provision of this title (i.e., Highland Municipal Code), are satisfactorily incorporated into the project design.*

Response: The Alliance Residential Development project was approved via a Design Review Application (DRA-22-004) and consistent with the Greenspot Village and Marketplace Specific Plan which set forth unique and detailed development standards that help achieve a 546-unit master planned community with extensive recreational amenities that serve the residents and their visitors. The Alliance Residential Development requires that each residential unit within the project incorporate a small private yard/courtyard for each individual housing unit in addition to the shared open space/park amenities.

2. *Evidence is provided that the private ownership and maintenance of the area will be adequately provided for by recorded written agreement, covenants or restrictions.*

Response: The Alliance Residential Development Company will be responsible for maintenance of all parkland landscaping, and recreational facilities, including the landscaping and trail located within the Village Paseo (linear park and buffer for the retail uses along the southerly boundary).

3. *That the use of the private area is restricted to park and recreational purposes by an open space easement or other instrument in favor of, or enforceable by, the City.*

Response: The Alliance development project was approved with a condition restricting the fragmentation of ownership and maintenance by stipulating the residential construction shall be tied to and remain under

common ownership or subject to the establishment of an overall management entity (DRA-22-004, Planning Condition No. 26).

4. *That the proposed private area is reasonably adaptable for use for park or recreational purposes, taking into consideration such factors as size, shape, topography, geology, access, and location.*

Response: The Alliance development park and recreational facilities locations were reviewed and approved by the City's Landscape Architect, Planning Commission and City Council. The Alliance Development document includes unique design standards for the park facilities to serve residents and their visitors. The design and location of the proposed park facilities make it easy to access from all units within the project. Final park facility designs will also be reviewed through the plan check process by the City's Landscape Architect before park construction permits are issued.

5. *That the private recreational areas can be utilized by project residents in a manner which would reduce the need for public recreational facilities in proportion to the requested park land credit.*

Response: The Alliance development recreational areas are within short walking distance from each of the 546 residential units (connected by lineal parks and paved trails/pathways), and the project Developer will construct 6.25 acres of active parkland and pathway networks to serve the estimated 1,883 residents. The proposed development will offer a variety of amenities for its residents and visitors, which include two (2) community pools and a gym inside the 7,500 square foot clubhouse. Additionally, there will be two (2) tot lots, two (2) dog parks, and an entertainment terrace featuring bar-b-que grills and outside dinning space, a citrus garden, and a gaming lawn. The Developer's cost to construct the park facilities is estimated at \$4,687,500.00. The proposed acreage exceeds the 3.76 acres envisioned by the City's General Plan and the City's Land Use and Development Code Section 16.40.200 (Park and Recreational Facilities). The current Parkland and Park Facilities DIF is \$2,470,748.00, or \$2,216,751.72 less than the reasonable construction costs of the park and recreational facilities proposed for the Alliance Development project. Constructing additional park facilities beyond the City's minimum Quimby Ratio and being connected to shopping and employment opportunities within the Greenspot Village & Marketplace Specific and future regional trails along City Creek and Boulder Avenue helps reduce the need for the City to construct additional public recreational facilities in proportion to the requested parkland credit.

Based on the required findings listed above, staff recommends the City Council consider Alliance Residential Development's request for a 50% "Parkland Acquisition and Park Facilities" DIF credit in the amount of \$1,235,374.14 (\$4,525.18 Park DIFs x 546 units = \$2,470,748.28/2).

Attachments:

- A - Development Impact Fees (City Council Resolution No. 2021-007, April 28, 2021)
- B - Alliance Parks & Recreation Facilities Exhibits

ATTACHMENT A

Development Impact Fees Table
(City Council Resolution No. 2021-007, April 28, 2021)



**CITY OF HIGHLAND
DEVELOPMENT IMPACT FEES**
Effective 4/28/21

	<u>Detached Dwelling</u>	<u>Attached Dwelling</u>	<u>Mobile Home</u>	<u>Commercial Lodging</u>	<u>Commercial/Office</u>	<u>Industrial</u>
Law Enforcement Facilities	\$284.05	\$449.19	\$243.46	\$188.92	\$0.160	\$0.010
Fire Suppression Facilities, Vehicles & Equipment	\$1,008.86	\$327.43	\$1,057.84	\$1,603.54	\$0.250	\$0.072
Local Circulation System	\$4,957.93	\$3,309.38	\$2,595.60	\$2,607.84	\$4.65	\$3.478
Regional Circulation System	\$14,377.74	\$9,598.99	\$7,525.84	\$7,563.37	\$13.51	\$10.39
Regional Flood Control Facilities	\$1,155.73	\$494.57	\$406.86	\$189.42	\$0.26	\$0.32
General Facilities, Vehicles & Equipment	\$1,259.33	\$1,259.33	\$1,259.33	\$214.11	\$0.298	\$0.298
Library Facilities & Collection	\$1,158.57	\$1,259.33	\$797.57	N/A	N/A	N/A
Public Use (Community Center Facilities)	\$1,444.06	\$1,389.46	\$994.88	N/A	N/A	N/A
* Park Land Acquisition & Park Facilities Development	\$4,702.87	\$4,525.18	\$3,242.07	N/A	N/A	N/A
TOTAL:	\$30,349.14	\$22,468.72	\$18,123.45	\$12,367.21	\$19.120	\$14.572

Notes:

1. Fees applicable City-wide except for East Highlands Ranch which is subject to a different fee schedule. Certain properties fronting Greenspot Road, between Gold Buckle Road and Santa Paula Street, must also pay a Greenspot Impact Fee (Resolution No.1994-037).
2. Fees are per dwelling unit for residential, per lodging unit for commercial lodging, and per gross square footage for commercial or industrial.
3. Fee locked in at time of permit application. (Reso. 2007-060)
4. Fee collected at time of occupancy. (Reso. 2018-002 & 2018-003)
5. Additional inclusionary housing fees of \$3,750 required per Resolution 2006-020 & Ordinance 306.
6. Certain projects may be charged an impact fee based on the Alternative Cost Methodology for Regional Circulation (\$383.95 per trip-mile), and for Local Circulation (\$156.00 per trip-mile.)

IMPACT FEE FOR BUILDING EXPANSION

(no charge for first 499 square feet of residential building expansion)

DETACHED DWELLING.....	\$20.232	per square foot
ATTACHED DWELLING.....	\$14.979	per square foot
MOBILE HOME.....	\$12.082	per square foot
COMMERCIAL LODGING.....	\$ 8.245	per square foot
COMMERCIAL/OFFICE.....	\$19.120	per square foot
INDUSTRIAL.....	\$14.572	per square foot



GREENSPOT VILLAGE - PA2

Highland, California

ALLIANCE RESIDENTIAL CALIFORNIA

CONCEPTUAL LANDSCAPE PLAN Landscape Plan



L-01

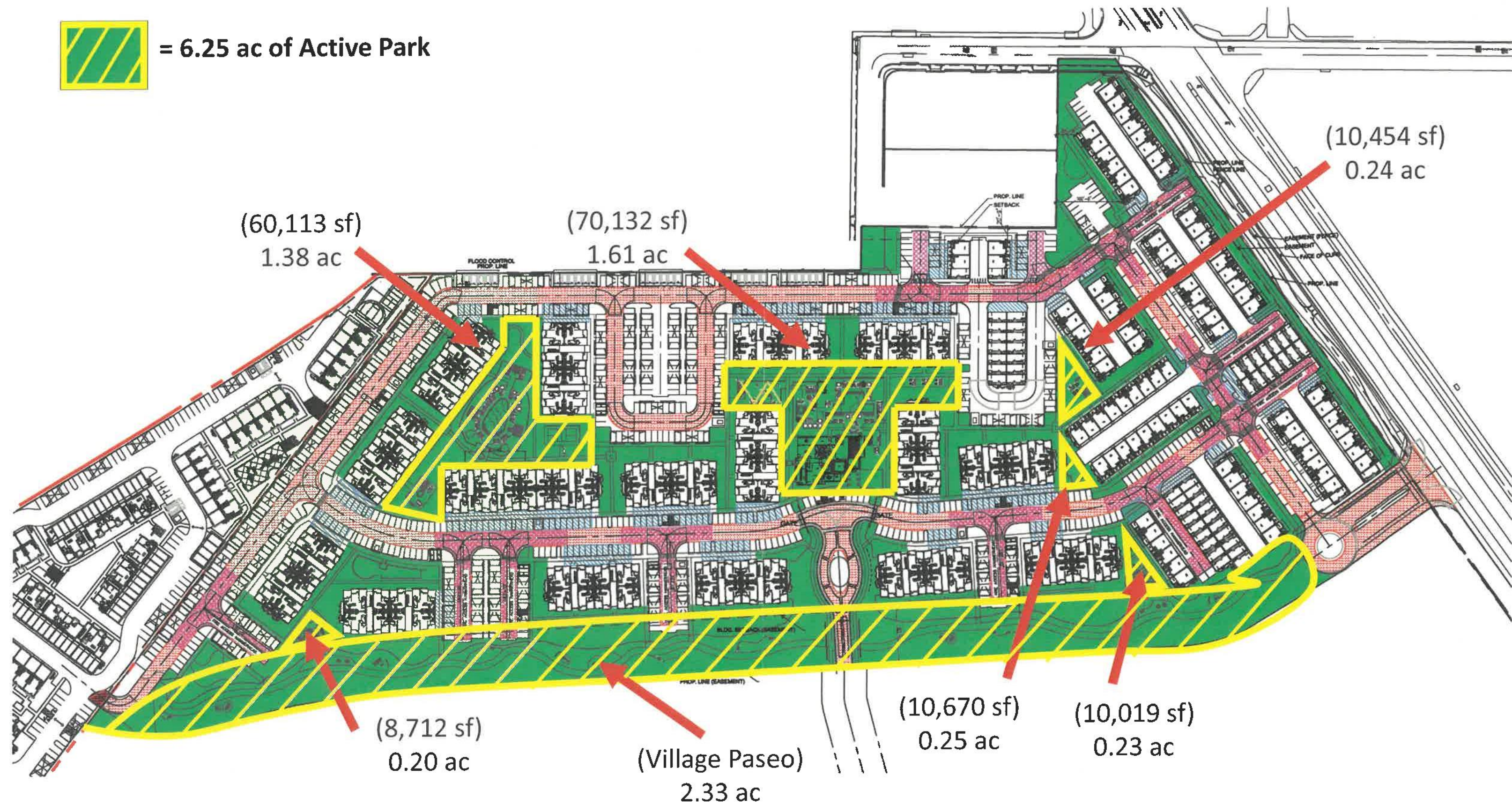
Job No. 2021-740
Date 05-14-2022

ATTACHMENT B

Alliance Parks & Recreation Facilities Exhibits



= 6.25 ac of Active Park





STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 2022

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Lawrence A. Mainez, Community Development Director *Law*

SUBJECT: Senate Bill 972 – Amendments to the California Retail Food Code to allow Cottage Food Operations and Microenterprise Home Kitchens to serve as a commissary or mobile support for food vendors, among other provisions (pending approval by Governor Gavin Newsom).

RECOMMENDATION: Staff recommends the City Council provide direction concerning Senate Bill 972.

PUBLIC NOTICE: No public notice is required prior to the City Council providing direction to staff on the subject Senate Bill. However, the Agenda has been posted in the three (3) locations and on the City's webpage pursuant to City Council policy.

BACKGROUND: Under existing law, pursuant to the California Food Code, there are established uniform health and sanitation standards for retail food facilities and requirements for local health agencies to enforce these provisions (in the case of the City of Highland, the San Bernardino County Department of Public Health serves as the local health agency).

Existing law defines a "cottage food operation" as an enterprise that has no more than a specified amount in gross annual sales, is operated by a cottage food operator, and has no more than one (1) full-time employee within the registered or permitted area of a private home where the food products are prepared and packaged.

Existing law provides for the regulation of "microenterprise home kitchen operations" and limits those operations to serving no more than thirty (30) individual meals per day and not more than sixty (60) individual meals per week and generate no more than \$50,000 in verifiable gross annual sales.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>23</u>
Denied _____	Ayes _____		File No. _____
Continued _____	Noes _____		
Tabled _____	Abstain _____		
	Absent _____		
<i>B. Hughes</i>		<i>J. Hughes</i>	
City Clerk		City Manager	

Senate Bill 972:

This Bill would authorize a cottage food operation or microenterprise home kitchen operation to serve as a commissary or mobile support unit for up to two (2) compact mobile food operations (small food vendors) if the cottage food operation or microenterprise home kitchen operation permit (issued by the San Bernardino County Department of Public Health) includes an endorsement from the local enforcement agency (also the San Bernardino County Department of Public Health). Providing an endorsement means that the local enforcement agency finds that the cottage food operation or the microenterprise home kitchen operation is capable of supporting the preparation and storage of the food being sold from the small food vendor, and capable of storage and cleaning of related food vendor equipment.

The Bill would further authorize non-potentially hazardous foods prepared in a cottage food operation and a microenterprise home kitchen operation to be served from a small food vendor and allow limited food preparation.

The Bill would define “compact mobile food operation” as a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal driven cart, wagon, showcase, rack, or other non-motorized conveyance.

League of California Cities:

The League of California Cities has not taken a formal position on the subject Bill beyond a “watch” position.

San Bernardino County Department of Public Health:

As of the time of drafting this report, staff was not able to determine whether the County of San Bernardino has taken a position on the subject Bill.

Bill Status:

As of September 6, 2022, staff was advised by the office of the Governor that the Bill is on the Governor’s desk for review. The Governor has until September 30, 2022, to sign or veto the Bill. If no action is taken by the Governor by September 30th the Bill will be considered vetoed.

Staff is bringing this Bill to the full City Council to determine their level of interest and obtain direction as appropriate.

Attachments: 1. Copy of Senate Bill No. 972 – California Retail Food Code

Attachment 1

Senate Bill No. 972

Passed the Senate August 30, 2022

Secretary of the Senate

Passed the Assembly August 24, 2022

Chief Clerk of the Assembly

This bill was received by the Governor this _____ day
of _____, 2022, at _____ o'clock ____M.

Private Secretary of the Governor

CHAPTER _____

An act to amend Sections 113818, 113831, and 113868 of, and to add Chapter 11.7 (commencing with Section 114368) to Part 7 of Division 104 of, the Health and Safety Code, relating to retail food.

LEGISLATIVE COUNSEL'S DIGEST

SB 972, Gonzalez. California Retail Food Code.

(1) Existing law, the California Retail Food Code (the code), establishes uniform health and sanitation standards for, and provides for regulation by the State Department of Public Health of, retail food facilities and requires local health agencies to enforce these provisions. Existing law, for purposes of the code, defines a "cottage food operation" as an enterprise that has no more than a specified amount in gross annual sales, is operated by a cottage food operator, and has no more than 1 full-time employee within the registered or permitted area of a private home where the food products are prepared and packaged. Existing law provides for the regulation of microenterprise home kitchen operations and limits those operations to not serving more than 30 individual meals per day and not more than 60 individual meals per week and to no more than \$50,000 in verifiable gross annual sales, as adjusted for inflation. Existing law authorizes the local enforcement agency to decrease the limit on the number of individual meals prepared based on the food preparation capacity of the operation.

This bill would authorize a cottage food operation or microenterprise home kitchen operation to serve as a commissary or mobile support unit for up to 2 compact mobile food operations if the cottage food operation or microenterprise home kitchen operation permit includes an endorsement from the local enforcement agency that the cottage food operation or microenterprise home kitchen operation is capable of supporting the preparation and storage of the food being sold from the compact mobile food operation and the storage and cleaning of the compact mobile food operation. The bill would authorize nonpotentially hazardous foods prepared in a cottage food operation to be served from a compact mobile food operation. The bill would define

“compact mobile food operation” as a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance. The bill would require compact food operations to conduct only limited food preparation.

(2) The code defines “limited food preparation” as food preparation that is restricted to specified activities, including dispensing or portioning of nonpotentially hazardous food, slicing and chopping of food on a heated cooking surface during the cooking process, and holding, portioning, and dispensing foods that are prepared at a satellite food service or catering operation.

This bill would include in the definition of “limited food preparation” dispensing and portioning for immediate service to a customer of food that has been temperature controlled until immediately prior to portioning or dispensing, slicing and chopping of nonpotentially hazardous food or produce that has been washed at an approved facility, hot and cold holding of food previously prepared at an approved permanent food facility, and reheating of food that has been previously prepared at an approved permanent food facility and held at the approved temperatures.

(3) The code defines “mobile food facility” and regulates what types of food may be provided at a mobile food facility. The code requires mobile food facilities to meet specified health and safety standards, including access to warewashing sinks, restrooms, and handwashing facilities and required quantities of potable water.

This bill would require a compact mobile food operation to meet the applicable requirements of mobile food facilities, except as specified. The bill would exempt a compact mobile food operation that has 25 square feet or less of display area and sells only prepackaged, nonpotentially hazardous foods or whole uncooked produce from the code, except as specified. The bill would authorize a compact mobile food operation to display or sell food outdoors, if certain conditions are met, including, among other things, overhead protection provided above all food display areas. The bill would require a compact mobile food operation that engages in the preparation of raw meat, raw poultry, or raw fish to meet additional specified requirements. The bill would authorize the enforcement agency to preapprove a standard plan for a standardized or mass-produced facility intended to serve as a compact mobile food operation and would authorize a compact

mobile food operation to use that standardized or mass-produced facility after a final inspection, but without submitting plans for the individual unit. The bill would authorize the enforcement agency to collect a fee for the final inspection.

(4) Existing law requires commissaries and other approved facilities servicing mobile support units, mobile food facilities, and vending machines to meet specified standards.

This bill would authorize an enforcement agency to approve a facility with nonconforming structural conditions if those conditions do not pose a public health hazard. The bill would also require an enforcement agency to approve the storage of a compact mobile food facility in a permitted permanent food facility if, after initial inspection, the agency determines that the compact mobile food facility is protected from contamination. The bill would authorize the enforcement agency to charge a fee to administer these provisions.

(5) The code requires a food facility to have a valid permit to be open for business and authorizes the local enforcement agency to charge a fee for the permit or registration or related services.

This bill would authorize the local enforcement agency to reduce the fee for the permit, registration, or related service for an applicant seeking approval of a compact mobile food operation or related operations.

(6) Under existing law, violation of the code is a misdemeanor, unless otherwise specified.

This bill would make violations of the code by an operator or employee of a compact mobile food facility or a sidewalk vendor punishable only by an administrative fine. Additionally, by making changes to the definition of various crimes and by adding new crimes under the code, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 113818 of the Health and Safety Code is amended to read:

113818. (a) "Limited food preparation" means food preparation that is restricted to one or more of the following:

(1) Heating, frying, baking, roasting, popping, shaving of ice, blending, steaming or boiling of hot dogs, or assembly of nonprepackaged food.

(2) Dispensing and portioning of nonpotentially hazardous food or dispensing and portioning for immediate service to a customer of food that has been temperature controlled until immediately prior to portioning or dispensing.

(3) Holding, portioning, and dispensing of any foods that are prepared for satellite food service by the onsite permanent food facility or prepackaged by another approved source.

(4) Holding, portioning, and dispensing of any foods that are prepared by a catering operation.

(5) Slicing and chopping of nonpotentially hazardous food or produce that has been washed at an approved facility or slicing and chopping of food on a heated cooking surface during the cooking process.

(6) Cooking and seasoning to order.

(7) Juicing or preparing beverages that are for immediate service, in response to an individual consumer order, that do not contain frozen milk products.

(8) Hot and cold holding of food that has been prepared at an approved permanent food facility.

(9) Reheating of food that has been previously prepared at an approved permanent food facility and held at temperatures required by this chapter.

(b) "Limited food preparation" does not include any of the following:

(1) Slicing and chopping potentially hazardous food, other than produce, unless it is on the heated cooking surface.

(2) Thawing.

(3) Cooling of cooked, potentially hazardous food.

(4) Grinding raw ingredients or potentially hazardous food.

(5) Washing of foods.

(6) Cooking of potentially hazardous foods for later use.

(7) Handling, manufacturing, freezing, processing, or packaging of milk, milk products, or products resembling milk products subject to licensing under Division 15 (commencing with Section 32501) of the Food and Agricultural Code.

SEC. 2. Section 113831 of the Health and Safety Code is amended to read:

113831. (a) "Mobile food facility" means any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility, or other approved source to the consumer.

(b) "Single operating site mobile food facilities" means at least one, but not more than four, unenclosed mobile food facilities, and their auxiliary units, that operate adjacent to each other at a single location.

(c) "Compact mobile food operation" means a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance.

SEC. 3. Section 113868 of the Health and Safety Code is amended to read:

113868. "Portable" means equipment that is capable of being lifted and moved or has utility connections that are designed to be disconnected or of sufficient length to permit the unit to be moved for cleaning, and does not exceed 100 pounds (46 kg) in weight or is otherwise designed to be mobile.

SEC. 4. Chapter 11.7 (commencing with Section 114368) is added to Part 7 of Division 104 of the Health and Safety Code, to read:

CHAPTER 11.7. COMPACT MOBILE FOOD OPERATION

114368. A compact mobile food operation, as defined in subdivision (c) of Section 113831, shall meet the applicable requirements of Chapter 10 (commencing with Section 114294), except as provided in this chapter.

114368.1. (a) Any compact mobile food operation with 25 square feet or less of display area from which only prepackaged nonpotentially hazardous food and whole uncooked produce is

sold is exempt from the requirements of this part, except that the facility shall comply with all of the following:

(1) Sections 113980, 114047, 114049, 114390, 114393, 114397, and 114399.

(2) Chapter 1 (commencing with Section 113700).

(3) Chapter 2 (commencing with Section 113728).

(b) (1) A local enforcement agency may inspect a compact mobile food operation that is exempt, as specified in subdivision (a), during the facility's hours of operation and other reasonable times on the basis of a consumer complaint or just cause.

(2) For the purposes of determining compliance with this chapter, a compact mobile food operation that is not exempt as specified in subdivision (a) is subject to permitting and routine inspections or inspections on the basis of a consumer complaint or just cause.

(c) The local enforcement agency may recover the costs of investigation and enforcement of this section, subject to any limitations in this part on fines issuable to compact mobile food operations.

114368.2. (a) Compact mobile food operations shall conduct only limited food preparation, as defined in Section 113818. Notwithstanding any other provision of this part, a compact mobile food operation, as defined in subdivision (c) of Section 113831, may display or sell food outdoors, if all of the following conditions are satisfied:

(1) Overhead protection are provided above all food display areas.

(2) Food items from the outdoor display are stored consistent with this chapter at all times other than during business hours.

(3) Outdoor displays comply with Section 113980 and have been approved by the enforcement agency if the compact mobile food operation is required to obtain a permit.

(b) A compact mobile food operation shall not sell food other than nonpotentially hazardous prepackaged food or whole produce, or conduct any food preparation, unless it meets the applicable operational requirements of this chapter, including applicable requirements for integral equipment, handwashing, and restroom access.

(c) Equipment that is required to be integral to a compact mobile food operation shall either be permanently attached to the primary

unit or securely fastened to the primary unit by means that would prevent unintentional removal. Equipment may be considered integral despite being portable or otherwise removable for cleaning, maintenance, or as part of its regular function.

(d) A compact mobile food operation operating from an individual shall not conduct any food preparation or sell foods other than nonpotentially hazardous prepackaged food or whole produce.

114368.3 (a) (1) A permitted cottage food operation or microenterprise home kitchen operation may serve as a commissary or mobile support unit for up to two compact mobile food operations if the cottage food operation or microenterprise home kitchen operation permit includes an endorsement from the local enforcement agency that the cottage food operation or microenterprise home kitchen operation is capable of supporting the preparation and storage of the food being sold from the compact mobile food operation and the storage and cleaning of the compact mobile food operation.

(2) Transactions at a compact mobile food operation operated by a cottage food operator shall constitute “direct sales” for the purposes of paragraph (4) of subdivision (b) of Section 113758.

(3) Transactions at up to two compact mobile food operations operated by a cottage food operator shall not count toward the annual gross sales restrictions in Section 113758 applicable to cottage food operations if the governing body has authorized this action.

(4) Nonpotentially hazardous foods prepared in a cottage food operation may be served from a compact mobile food operation.

(5) Food prepared in a microenterprise home kitchen operation may be served from a compact mobile food operation operated by the microenterprise home kitchen operation permit holder.

(6) The meal and gross annual sales limitations in paragraphs (7) and (8) of subdivision (a) of Section 113825 do not apply to the sale of nonpotentially hazardous food or produce for up to two compact mobile food operations operated by the microenterprise home kitchen operation if the governing body has authorized this action.

(7) With the authorization of the governing body and if the enforcement agency determines that the operation does not pose a public health hazard, a permitted microenterprise home kitchen

operation may serve as a commissary for up to two compact mobile food operations. The meal and gross annual sales limitations in paragraphs (7) and (8) of subdivision (a) of Section 113825 apply unless the governing body sets a higher meal and income limitation.

(8) The governing body of a local jurisdiction that permits microenterprise home kitchen operations pursuant to Section 114367, may set the meal and income limitations in paragraphs (7) and (8) of subdivision (a) of Section 113825 at a higher level than provided in those paragraphs for microenterprise home kitchen operations that operate in conjunction with a compact mobile food operation. Notwithstanding this subdivision, the levels in effect, by statute or ordinance, as of January 1, 2023, shall remain in effect until changed by the local jurisdiction.

(b) (1) Existing permanent food facilities may be permitted to support the operations and storage of compact mobile food operations pursuant to the requirements of this section.

(2) Notwithstanding any other provision of this part, upon an evaluation verifying that a permanent food facility satisfies subdivisions (a) to (f), inclusive, of Section 114326, an enforcement agency shall approve the use of a permitted permanent food facility to satisfy the requirements of Section 114295 for a compact mobile food operation.

(3) Notwithstanding any other provision of this part, upon an evaluation verifying that the compact mobile food operation will be stored in a manner that protects the compact mobile food operation from contamination, an enforcement agency shall approve the storage of a compact mobile food operation in a permitted permanent food facility.

(4) Except when a determination is made by the enforcement agency that any nonconforming structural conditions pose a public health hazard, the enforcement agency may approve a facility to support operations of a compact mobile food operation.

(5) Plan submission shall not be required for an existing permanent food facility to support the operations of a compact mobile food operation when a determination is made by the local enforcement agency that the current operation and structural facilities of the permanent food facility can successfully provide the necessary functions of a commissary for a compact mobile food operation.

(6) An approved permanent food facility that will be used for cooling of food for a compact mobile food operation shall be approved by the enforcement agency for cooling.

(c) (1) Unless prohibited by local ordinance, an enforcement agency may allow the use of a private home for the storage of a compact mobile food operation if it determines, after an evaluation, that storage in the private home would not pose a public health hazard and that the compact mobile food operation will be stored in a manner that protects the compact mobile food operation from contamination.

(2) No more than two compact mobile food operations may be stored in a private home unless the enforcement agency finds that storage of more than two compact mobile food operations in a private home would not pose a public health hazard.

(3) The storage area within the home shall be designated and clearly identified upon approval and shall not be relocated without the review and approval of the local enforcement agency.

(4) Prepackaged nonpotentially hazardous food, whole fruits, and whole vegetables may be stored in the home prior to sale or preparation of that food in a compact mobile food operation.

(5) Food prepared in a private home shall not be used or offered for sale on a compact mobile food operation, unless it is a permitted cottage food operation or microenterprise home kitchen operation pursuant to subdivision (a). Violation of this paragraph may result in suspension or revocation of the permit to operate the compact mobile food operation.

(6) For purposes of determining compliance with this subdivision, a local enforcement agency may access, for inspection purposes, a private home where a compact mobile food operation is stored only if the representative has, on the basis of a consumer complaint, reason to suspect that the home is being used for food preparation, food storage, or unauthorized storage of utensils or other food facility equipment in violation of this subdivision.

(d) At the end of the operating day, potentially hazardous food that is prepared on or served from a compact mobile food operation shall be destroyed in a manner approved by the enforcement agency.

(e) For the purposes of this chapter, an endorsement by the local enforcement agency shall be a documented and recorded approval of compliance with applicable sections. An endorsement may

include an inspection or evaluation, but shall not require a registration or permit.

(f) The enforcement agency may collect a fee for any permit, endorsement, inspection, or evaluation issued or conducted pursuant to this chapter in an amount that does not exceed the reasonable administrative costs of the enforcement agency.

114368.4. (a) Except as provided in subdivision (b), a compact mobile food operation that is approved for limited food preparation that prepares raw meat, raw poultry, or raw fish is subject to warewashing and handwashing facility requirements as outlined in Chapter 10 (commencing with Section 114294).

(b) (1) A compact mobile food operation may satisfy the requirements of Sections 114313 and 114314 by demonstrating access to a permitted auxiliary conveyance containing the necessary handwashing and warewashing sinks when operating at a site-specific location. The auxiliary conveyance may be operated by the same or a different permitholder. An enforcement agency may permit an auxiliary conveyance to serve multiple compact mobile food operations operating in close proximity to the auxiliary conveyance, as determined by the enforcement agency.

(2) If an auxiliary conveyance is not operated by the permitholder of the compact mobile food operation, the operator of the auxiliary conveyance shall obtain a permit from the enforcement agency to operate the auxiliary conveyance and service compact mobile food operations.

(3) The permit application for an auxiliary conveyance not operated by a compact mobile food operation shall include a site plan and shall be submitted to the enforcement agency at least two weeks prior to the operation of any food facility in conjunction with the auxiliary conveyance.

(4) The site plan for an auxiliary conveyance not operated by a compact mobile food operator shall show the proposed location and storage of the auxiliary conveyance, the proposed locations of any food facilities that will utilize the auxiliary conveyance, restrooms, refuse containers, potable water supply faucets, waste water disposal facilities, and all shared warewashing and handwashing facilities.

(c) A compact mobile food operation that is approved for limited food preparation that does not prepare raw meat, raw poultry, or raw fish shall do one of the following:

(1) Provide a three-compartment sink as described in subdivision (a) of Section 114313.

(2) Provide at least one two-compartment sink that complies with subdivision (e) of Section 114099.3.

(3) Provide a one-compartment sink with at least one integral metal drainboard, an adequate supply of spare preparation and serving utensils to replace those that become soiled or contaminated, and warewashing facilities that comply with subdivision (a) of Section 114313 in reasonable proximity to, and readily accessible for use by, food employees at all times.

(4) Maintain an adequate supply of spare preparation and serving utensils on the compact mobile food operation to ensure that utensils used for potentially hazardous foods are replaced with clean and sanitized utensils every four hours or as needed to replace those that become soiled or contaminated. A compact mobile food operation that complies with this paragraph is not required to provide a warewashing sink.

(d) A compact mobile food operation that is approved for limited food preparation that does not prepare raw meat, raw poultry, or raw fish shall provide an integral handwashing sink with at least five gallons of potable water to operate with a potable water tank with a capacity of at least five gallons for handwashing.

(e) An enforcement agency may permit a compact mobile food operation to operate with an integral water tank smaller than specified under subdivision (c) or (d) of Section 114217 if the enforcement agency finds that the compact mobile food operation is operating in an area and manner that would allow for replenishment of the water supply as needed during operations.

(f) A compact mobile food operation shall submit, to the enforcement agency, written operating procedures that include the process of filling potable water tanks if it will operate with a water tank with a capacity of less than five gallons specified in subdivisions (c) and (d) of Section 114217.

(g) A compact mobile food operation that does not prepare raw meat, raw poultry, or raw fish is exempt from any provision of this part requiring it be equipped with a water heater or otherwise be supplied with warm water.

114368.5. (a) Upon receipt of complete, easily readable plans drawn to scale, and specifications satisfactory to the enforcement agency, an enforcement agency may preapprove a standard plan

for a standardized or mass-produced individual unit intended to serve as a compact mobile food operation.

(b) A person proposing to operate a compact mobile food operation who has acquired an individual unit for which the construction of the compact mobile food operation has been built to approved plans shall not be required to submit plans for the individual unit, but instead shall be subject to a final inspection of the compact mobile food operation to ensure that the individual unit and proposed method of operation conform to the standard plans preapproved pursuant to subdivision (a). The permit application for a compact mobile food operation utilizing a preapproved individual unit shall include a certification that the applicant has not substantially altered the individual units from the plans preapproved pursuant to subdivision (a). The enforcement agency may collect a fee in the final inspection in an amount that does not exceed the reasonable administrative costs to the enforcement agency.

(c) The repair of equipment or integral fixtures on a compact mobile food operation or the replacement of equipment and fixtures on a compact mobile food operation with substantially similar equipment or fixtures is not a remodel, and the repair or replacement of equipment or fixtures does not require the submission of plans to an enforcement agency.

(d) A local governing body may waive or reduce a fee for the permit, registration, or related services for an applicant seeking approval of a compact mobile food operation or related operations.

(e) All new and replacement food-related and utensil-related equipment for a compact mobile food operation shall be certified or classified for sanitation by an American National Standards Institute accredited certification program, or a certification program accredited by another accreditation body recognized by the enforcement agency as providing substantially similar food safety and operational standards. In the absence of an applicable certified sanitation standard, food-related and utensil-related equipment shall be evaluated for approval by the enforcement agency.

(f) All new and replacement electrical appliances for a compact mobile food operation shall meet applicable Underwriters Laboratories standards for electrical equipment as determined by an American National Standards Institute accredited certification program or a certification program accredited by another

accreditation body recognized by the enforcement agency as providing substantially similar food safety and operational standards.

114368.6. A compact mobile food operation is exempt from Section 113947.1 if the operator and any individual who is involved in the preparation, storage, or service of food for the compact mobile food operation has obtained a food handler card that meets the requirements of Section 113948.

114368.7. A compact mobile food operation is exempt from the requirements of Section 114315 if the compact mobile food operation operates with multiple employees or operators and the compact mobile food operation may remain operable by a single individual so that employees or operators may alternate use of a restroom.

114368.8. (a) Notwithstanding subdivision (a) of Section 114395, a violation of this part by an operator or employee of a compact mobile food operation is punishable only by an administrative fine.

(b) A violation of any provision of this part or regulation adopted pursuant to this part by an operator or employee of a compact mobile food operation or a sidewalk vendor shall not be punishable as an infraction or misdemeanor, and an operator or employee of a compact mobile food operation or a sidewalk vendor alleged to have violated any of those provisions is not subject to arrest except when independent grounds for that arrest exist under law.

(c) Except as provided in paragraph (d), each offense by an operator or employee of a compact mobile food operation or a sidewalk vendor may only be punished by a fine consistent with the following:

(1) A notice of violation detailing the violation, including the applicable provision of this part or regulation adopted pursuant to this part.

(2) An administrative fine not exceeding one hundred dollars (\$100) for a second violation within one year of the first violation.

(3) An administrative fine not exceeding two hundred dollars (\$200) for a third violation within one year of the first violation.

(4) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

(d) If a compact mobile food operation is required to obtain a permit from the enforcement agency, operating without a permit may be punishable by a fine not to exceed three times the cost of the permit in lieu of the administrative fines referenced in subdivision (c). An enforcement agency shall not issue any fines in excess of the amounts allowable pursuant to subdivision (c) prior to January 1, 2024.

(e) (1) When assessing an administrative fine for a first-time offense, pursuant to this section, the hearing officer shall take into consideration the person's ability to pay the fine. The enforcement agency shall provide the person with notice of their right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

(2) If the person meets the criteria described in subdivision (a) or (b) of Section 68632 of the Government Code, the enforcement agency shall accept, in full satisfaction, 20 percent of the administrative fine imposed pursuant to this section.

(3) The enforcement agency may waive the administrative fine or may offer an alternative disposition.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

Approved _____, 2022

Governor



STAFF REPORT

TO THE CITY COUNCIL

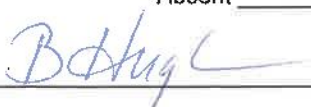
DATE: September 13, 2022

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>24</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 13, 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>25</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
			
City Clerk		City Manager	