



CITY OF HIGHLAND

CITY COUNCIL AND HOUSING AUTHORITY AGENDA

**City Council Regular Meeting and Housing Authority Special Meeting
September 10, 2024 at 6:00 PM
City Hall Donahue Council Chambers
27215 Base Line, Highland, CA 92346**

CITY COUNCIL/HOUSING AUTHORITY MEMBERS

Penny Lilburn, Mayor/Housing Authority Chair
District 3

Larry McCallon, Mayor Pro Tem/Housing Authority Vice Chair
District 5

Jesse Chavez-Cordova, Councilmember/Housing Authority Member
District 1

Anaeli Solano, Councilmember/Housing Authority Member
District 2

John P. Timmer, Councilmember/Housing Authority Member
District 4

STAFF

Carlos Zamano, City Manager

Lawrence Mainez, Community Development Director

Leticia Nava-Cruz, Director of Administrative Services/City Treasurer

Maricela Marroquin, City Attorney

Octavio Duran Jr., Public Works Director/City Engineer

Alondra Muñoz, City Clerk

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.

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 accommodations, including 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.

Levine Act: Pursuant to Government Code Section 84308, any party to a City proceeding must disclose on the record any campaign contributions made to a member of the City Council (or commission) in excess of \$250 in the past 12 months. This disclosure requirement includes contributions by the party's agent and aggregated contributions from persons or entities related to the party. Please make the disclosure as soon as possible, but no later than the beginning of the proceeding.

AGENDA

CALL TO ORDER - CITY COUNCIL REGULAR MEETING

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT FROM CLOSED SESSION

SPECIAL PRESENTATIONS

1. Proclamation
Childhood Cancer Awareness Month
2. County of San Bernardino Community Development and Housing Department (CDH)
Community Development Block Grant (CDBG) 5 Year Consolidated Plan

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 acting on any item not on the agenda. Individual speakers are limited to three (3) minutes each.

For those wishing to make public comments by email to be read aloud at the meeting, please submit your comments by 5:00 p.m. on September 10, 2024, to the City Clerk at publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the September 10, 2024 agenda, please identify the agenda item number in the subject line. Emailed 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 13, 2024 City Council Regular Meeting
RECOMMENDATION: Approve the Minutes as submitted.
3. Minutes - August 22, 2024 City Council Special Meeting
RECOMMENDATION: Approve the Minutes as submitted.
4. Minutes - August 29, 2024 City Council Special Meeting
RECOMMENDATION: Approve the Minutes as submitted.
5. Warrant Register
RECOMMENDATION: Approve Warrant Register No. 769 for September 10, 2024, in the amount of \$2,388,770.99 and Payroll of \$239,213.02.
6. Treasurer's Report for July 2024
RECOMMENDATION: That the City Council receive and file Treasurer's Report for July 2024.
7. Year-End Budget Adjustments for Fiscal Year 2023/2024
RECOMMENDATION: The Finance/Personnel Subcommittee recommends the City Council approve the Fiscal Year 2023/2024 Year-End Budget Adjustments for Expenditures and Revenues.
8. Second Reading of an Ordinance to Amend Title 5, Chapter 5.04 Sections 5.04.160 and 5.04.240 of the City of Highland Municipal Code (Business License)
RECOMMENDATION: That the City Council conduct the second reading of Ordinance No. 465, amending sections 5.04.160 (License Fee-payment Due Dates) and 5.04.240 (Penalty for Delinquency-Action to Collect) of Title 5 (Business Licenses and Regulations) of the Highland Municipal Code establishing a single annual business license fee renewal date and amending penalties and procedures for collecting penalties for delinquent business license fees and approving an environmental exemption.
9. Contract Renewal - 2022-06 Highland HVAC Systems Maintenance, Monitoring, and Repair Contract
RECOMMENDATION: That the City Council:
 - 1) Extend the 2022-06 Highland HVAC Systems Maintenance, Monitoring, and Repair Contract with F.M. Thomas Air Conditioning, Inc. for one year; and
 - 2) Approve a 13.2% increase to the contract.
10. Community Development Block Grant (CDBG) Subrecipient Contract Between the City of Highland and Central Little League to Provide Youth Baseball and Softball Programs
RECOMMENDATION: That the City Council:
 - 1) Approve the Contract; and
 - 2) Authorize execution by the Community Development Director.

11. Community Development Block Grant (CDBG) Subrecipient Contract Between the City of Highland and the Highland Family YMCA to Provide Health and Wellness Programs and Resources
RECOMMENDATION: That the City Council:
 - 1) Approve the Contract; and
 - 2) Authorize execution by the Community Development Director.

12. 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: That the City Council:
 - 1) Approve the Contract; and
 - 2) Authorize execution by the Community Development Director.

13. Bid Award - Bid No. 2024-04, "Purchase of One New Vehicle" (HP-)
RECOMMENDATION: The Finance/Personnel Subcommittee recommends the City Council:
 - 1) Award Bid No. 2024-04 to Courtesy Chevrolet Center in the amount of \$65,187.67;
 - 2) Approve the quote from West Coast Lights and Sirens to perform the outfitting of the new vehicle in the amount of \$37,241.28 through our Sourcewell Cooperative Purchasing Program Contract No. 97402; and
 - 3) Approve a budget adjustment transfer of \$2,169.97 from 007.2100. (DIF Fund balance) to be expended from 007.8330.6060 (Vehicles).

CITY COUNCIL PUBLIC HEARING

No public hearing.

CITY COUNCIL LEGISLATIVE

14. Measure I Capital Project Needs Analysis (FY 2025/2026 - FY 2029/2030)
RECOMMENDATION: That the City Council approve the Five-Year Capital Project Needs Analysis (FY 2025/2026 - FY 2029/2030) for the Measure I Major Street and Freeway Interchange Programs.

15. Construction and Construction Management Services Contract Award - Bid No. 2024-02, "Highland Natural Parkland Trail Project" (City Project No. tra20001)
RECOMMENDATION: That the City Council:
 - 1) Award the construction contract for Bid No. 2024-02, "Natural Parkland Trail Project" to the responsible low bidder HL Hitchcock Construction, Inc. in the amount of \$1,434,882.50;
 - 2) Approve the proposal from Engineering Resources of Southern California, Inc. (ERSC) to provide construction management and inspection services in the amount of \$190,011.00; and
 - 3) Authorize the City Manager to approve a task order for construction management services and contract amendments up to 10% of the proposal amount.

- 16. Resolution of Intention to Establish City of Highland Community Facilities District No. 24-001 (Highland Park) Generally on Base Line east of Isabella Villa Court
RECOMMENDATION: That the City Council:
 - 1) Adopt Resolution No. 2024-____, entitled: A Resolution of Intention of the City Council of the City of Highland to Establish Community Facilities District No. 24-001 (Highland Park); and
 - 2) Authorize the Levy of a Special Tax Within City of Highland Community Facilities District No. 24-001 (Highland Park).

- 17. Declare Two (2) Seats Vacant on the Community Trails Committee
RECOMMENDATION: That the City Council:
 - 1) Declare two (2) seats vacant on the Community Trails Committee; and
 - 2) Direct the City Clerk to advertise the vacancy on the Community Trails Committee.

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

- 19. 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 CITY COUNCIL REGULAR MEETING

CALL TO ORDER - CITY COUNCIL AND HOUSING AUTHORITY SPECIAL MEETING

ROLL CALL

PUBLIC COMMENT (LIMITED TO ITEMS ON THIS AGENDA ONLY)

To address the Housing Authority on ITEMS ON THIS AGENDA ONLY, 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 acting on any item not on the agenda. Individual speakers are limited to three minutes each.

Comments received via email at publiccomment@cityofhighland.org by September 10, 2024, 5:00 p.m., will be read into the record, provided that the reading shall not exceed three (3) minutes. Emailed comments submitted by a speaker that also appears in person to address the same matter will not be read into the record.

BUSINESS ITEMS

1. Minutes - July 9, 2024 Special Meeting
RECOMMENDATION: Approve the Minutes as submitted.

CITY COUNCIL AND HOUSING AUTHORITY PUBLIC HEARING

The order of business for Public Hearings shall be:

- 1) Chair 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) Chair closes Public Hearing;
- 8) Housing Authority discussion, motion and vote.

ONCE THE PUBLIC HEARING IS CLOSED NO FURTHER TESTIMONY IS TAKEN

2. Second Amendment of the Ground Lease with Housing Venture I, Enabling the Refinancing and Loan Funds to Make Repairs and Improvements Related to the Jeffrey Court Senior Apartments, and Extend the Ground Lease Term for an Additional Twenty-Six (26) Years, Enacting a New Fifty-Five (55) Year Term, and First Amendment of the Regulatory Agreement between the Housing Authority, the City of Highland, and Lessee to Extend the Term of the Affordability Covenant by an Additional Twenty-Six (26) Years
RECOMMENDATION: That the City Council and Housing Authority:
 - 1) Adopt City Council Resolution No. 2024-_____ approving the First Amendment of Regulatory Agreement between the Housing Authority, the City of Highland, and Housing Venture I, and making a finding of exemption under the California Environmental Quality Act;

- 2) Adopt Housing Authority Resolution No. 2024-____ approving the Second Amendment of the Ground Lease with Housing Venture I, enabling the refinancing and loan funds to make repairs and improvements related to the Jeffrey Court Senior Apartments, and extending the Ground Lease Term for an additional twenty-six (26) years, and the First Amendment of the Regulatory Agreement between the Housing Authority, the City of Highland, and Lessee to extend the term of the affordability covenant by an additional twenty-six (26) years; and
- 3) Direct the Housing Authority Secretary/City Clerk to file a Notice of Exemption with the San Bernardino County Clerk of the Board of Supervisors.

ADJOURN JOINT CITY COUNCIL AND HOUSING AUTHORITY MEETING

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. The next regular meetings of the City Council for 2024 are as follows: October 8; November 12; December 10.

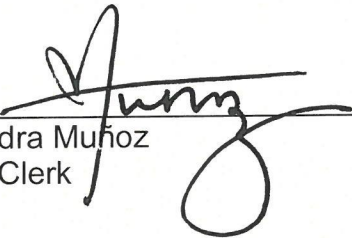
I, Alondra Muñoz, City Clerk, certify I caused to be posted this Agenda on or before September 5, 2024, by 5:30 p.m., on our website at www.cityofhighland.org and in the following designated areas:

Highland Branch Library
7863 Central Avenue

Fire Station No. 1
26974 Base Line

City Hall
27215 Base Line

Date: September 5, 2024



Alondra Muñoz
City Clerk



STAFF REPORT

TO THE CITY COUNCIL


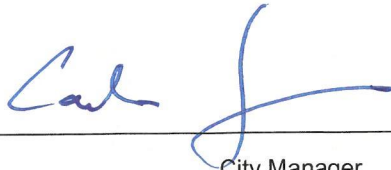
DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

PREPARED BY: Alondra Muñoz, City Clerk

SUBJECT: Waive the Reading of All Ordinances

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

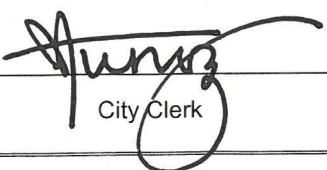
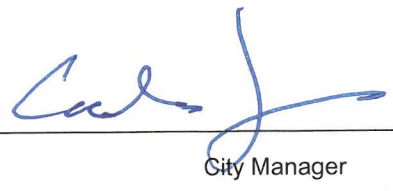
Approved _____	Motion _____	Second _____	Agenda Item No. <u>1</u>
Denied _____	Ayes _____		File No. _____
Continued _____	Noes _____		
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024
FROM: Carlos Zamano, City Manager
PREPARED BY: Alondra Muñoz, City Clerk
SUBJECT: Minutes - August 13, 2024 Regular Meeting
RECOMMENDATION: Approve the Minutes as submitted.

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

CALL TO ORDER

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

The invocation was given by Pastor Willie Hicks, Harvest Care Church, and the Pledge of Allegiance was led by East Valley Water District Board of Directors Phil Goodrich.

ROLL CALL

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

REPORT FROM CLOSED SESSION

None

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

Chris Nielsen and Jane Bouch representing the Highland Chamber of Commerce spoke regarding upcoming events.

CITY COUNCIL CONSENT CALENDAR

A MOTION was made by Mayor Pro Tem McCallon, seconded by Councilmember Timmer, 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 9, 2024 City Council Regular Meeting

Approved the Minutes as submitted.

3. Warrant Register

Approved Warrant Register No. 768 for August 13, 2024, in the amount of \$6,509,493.39 and Payroll of \$387,413.55.

4. Treasurer's Report for June 2024

Received and filed Treasurer's Report for June 2024.

5. Claim Consideration - Maria Vargas

Rejected claim.

6. Claim Consideration - Anita Padilla

Rejected claim.

7. Conflict of Interest Code Update

- 1) Received and filed the 2024 Local Agency Biennial Notice; and
- 2) Adopted Resolution No. 2024-038, amending the city's Conflict of Interest Code and rescinded Resolution No. 2022-046.

RESOLUTION NO. 2024-038
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, ADOPTING THE CITY'S CONFLICT OF INTEREST CODE AND
RESCINDING RESOLUTION NO. 2022-046

8. Renewal of the Joint Use of Facilities Agreement with the Redlands Unified School District to Utilize the Playing Fields of Highland Grove Elementary and Beattie Middle School, Located at the Southwest Corner of Webster Street and Eucalyptus Avenue as a Public Park

Approved the renewal of the Joint Use of Facilities Agreement with the Redlands Unified School District (District) to use the playing fields of Highland Grove Elementary and Beattie Middle School as a public park.

9. Upgrading the City's Current Financial Management Software (Work Program HP+)

Approved the Financial Management Software contract with Tyler Technologies.

10. Contract Maintenance Agreements with San Bernardino County (Public Works-Transportation) and San Bernardino County Flood Control District

- 1) Approved the Contract Maintenance Agreements for a term up to five years with San Bernardino County (Public Works-Transportation) and San Bernardino County Flood Control;
- 2) Authorized the Public Works Director/City Engineer to approve contract work projects up to \$60,000 per roadway project and \$45,000 per drainage project, subject to overall annual maximum amount of \$100,000; and
- 3) Authorized the Mayor to execute both agreements.

11. Tract 18893-1 Grant Deed Transfer Ownership of Lot "C" WQMP Basin from City of Highland to D.R. Horton (Developer)

- 1) Accepted the Grant Deed to D.R. Horton; and
- 2) Directed the City Clerk to record the Grant Deed.

CITY COUNCIL PUBLIC HEARING**12. Introduction and First Reading of an Ordinance to Amend Title 5, Chapter 5.04, Sections 5.04.160 and 5.04.240 of the City of Highland Municipal Code (Business License)**

Mayor Lilburn introduced Director of Administrative Services Nava-Cruz to present the item.

Director of Administrative Services Nava-Cruz introduced the first reading of an ordinance to amend Title 5, Chapter 5.04 sections 5.04.160 (License Fee-Payment Due Dates) and 5.04.240 (Penalty for Delinquency-Action to Collect) of the City of Highland Municipal Code, and to make a finding of exemption under the California Environmental Quality Act (CEQA), and instruct staff to file a Notice of Exemption with the San Bernardino County Clerk. The objective is to establish a standardized business license date, aiming to eliminate confusion amongst residents and businesses. To achieve this, business licenses will follow a calendar year format with prorated fees based on quarterly periods. After the initial adjustment, all licenses will align to start January 1 and expire December 31. Additionally, penalties for late payments will be clarified and included in the Highland Municipal Code to ensure transparency and accountability. This will also formalize the process of sending courtesy notices to remind license holders of their obligations, emphasizing that timely payment is essential, regardless of receiving a notice.

Mayor Lilburn opened the public hearing and asked if anyone from the public wanted to speak for or against the item.

Seeing none, Mayor Lilburn closed the public hearing and brought it back to City Council for questions and action.

Mayor Lilburn inquired how often does the Finance Department encounter individuals who fail to renew their business license because a renewal notice was not received?

Director of Administrative Services Nava-Cruz stated staff encounters this situation frequently. Every month, 600 business license invoice renewals are sent out and approximately 100 individuals do not submit their payments, while about 50 claim not to have received the invoice in order to avoid late fees.

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

- 1) Introduce and conduct the first reading of Ordinance No. 465, amending sections 5.04.160 (License Fee-Payment Due Dates) and 5.04.240 (Penalty for Delinquency-Action to Collect) of Title 5 (Business Licenses and Regulations) of the Highland Municipal Code establishing a single annual business license fee renewal date and amending penalties and procedures for collecting penalties for delinquent business license fees; and
- 2) Make a finding of exemption under the California Environmental Quality Act (CEQA) and instruct staff to file a Notice of Exemption with the County Clerk of the Board. Motion carried, 5-0.

City Council unanimously appointed Nicole McCance to the Planning Commission.

15. Appoint One (1) Member of the Public to the Historic and Cultural Preservation Board

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

She opened the floor to nominations.

Mayor Pro Tem McCallon nominated Jeff Staggs.

Hearing no other nominations, City Clerk Muñoz closed the floor for nominations.

City Clerk Muñoz called for the vote of Jeff Staggs.

City Council unanimously appointed Jeff Staggs to the Historic and Cultural Preservation Board.

16. Designation of Voting Delegate and Alternate for the League of California Cities (Cal Cities) Annual Conference

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

City Council unanimously appointed Mayor Lilburn as the Voting Delegate and Councilmember Solano as the Alternate for the League of California Cities Annual Conference scheduled for October 16-18, in Long Beach.

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

City Manager Zamano stated the Highland Sheriff's Department for the period of July 8 through August 4 received a total 2,963 calls, made 360 reports, 124 arrests, 48 citations, 171 traffic enforcement stops, 45 traffic collisions, towed 22 vehicles, 41 transient calls, and 2 homicides.

The Highland Fire Department for the month of July received 671 calls for service, some of which included: 505 medical aids, 26 traffic collisions, 9 structure fires, 32 vegetation fires, and 5 vehicle fires.

For the month of July, Burrtec completed 229 illegal dumping work orders totaling 1,408 for 2024.

The 3rd/5th Street Corridor Improvement Project is still underway. The main focus is to reactivate the traffic signals. Southern California Edison (SCE) installed meters to obtain permanent power; thus, these traffic signals are expected to resume normal operation on August 30.

Two Public Works projects are currently out for bid. The first project is the Highland Natural Parkland Trail Project, located on the north side of Base Line between Aplin Street and the city limits. The scope of work involves repair and renovation of the existing damaged trail. The construction cost is \$1,560,000 and is being partially funded by a State Recreation Trails Program Grant.

The second project is the Bledsoe Creek Storm Drain and Slope Repair Project, located on the southwest corner of Highland Avenue and Rockspring Lane (southern border of the East Highlands Ranch HOA Springlake Club House). This project aims to fix the damaged storm drain outlet and create an access road for maintenance purposes. The bid opening date for both projects is scheduled for August 27. Both construction contracts are expected to be presented to the City Council for approval during the September 10 City Council meeting.

On August 10, the Public Services Department in conjunction with the San Bernardino County Fire Department's Household Hazardous Waste Program hosted a Free Used Oil Filter Exchange and Recycling event at the AutoZone on Base Line and Palm Avenue. Organizers were delighted to share 74 residents participated in this event.

A ceremonial check presentation by Congressman Pete Aguilar took place on August 7 at the parking lot of the Lowes Shopping Center on Greenspot Road to present a \$3,000,000 federal check to the city to help fund the 5th Street/SR-210 Interchange Project. The check was received by Councilmember Timmer and Councilmember Chavez-Cordova.

The National Night Out event occurred on August 6 at the Highland Police Station. Everyone who attended engaged in safety education, explored community resources, and enjoyed various activities.

On Thursday, August 22 at 10:00 a.m., a commemorative event will be held to showcase the new training facility at Highland Fire Station #3.

On Saturday, August 24 from 8:00 a.m. to 12:00 p.m., the city will host a Compost Giveaway at the City Hall parking lot.

On Thursday, August 29 at 5:30 p.m., the city will host the State of the City Address at the Sterling Natural Resource Center.

Saturday, September 7 from 8:00 a.m. to 12:00 p.m., the Highland Improvement Team (HIT) will conduct a cleanup.

O'Reily's Auto Parts has been granted permission by the Planning Commission to construct their latest store on the empty lot at the northeast corner of Base Line and Hillview Street, across the street from Mac's Spring Shop.

The Planning Department received a Special Event Proposal Application from Immanuel Baptist Church for their Annual Harvest Festival, scheduled October 31.

Costco, located on Greenspot Road, is in the process of grading and obtaining building permits to bring construction materials on site. Staff is aiming to organize within the next few weeks, a groundbreaking event in collaboration with Costco.

18. Councilmember Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)

Councilmember Chavez-Cordova stated he decided not to run for re-election this year. He strongly believes and supports term limits, fresh perspectives, and innovative ideas and thanks everyone for their support.

Mayor Lilburn stated she attended the grand opening events for All Eyez on U Beauty Bar and Boutique and Brushketeers Dentistry for kids.

She also mentioned, she was appointed as Vice President to the San Bernardino International Airport Authority (SBIAA).

ANNOUNCEMENTS

None

CLOSED SESSION

None

ADJOURN

There being no further business, Mayor Lilburn adjourned the meeting at 6:37 p.m. in memory of Gerald Krause and Andres Ortega.

Submitted By:

Approved By:

Alondra Muñoz
City Clerk

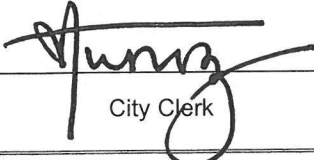
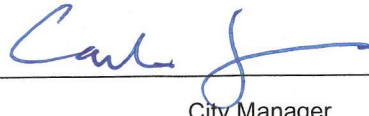
Penny Lilburn
Mayor



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024
FROM: Carlos Zamano, City Manager
PREPARED BY: Alondra Muñoz, City Clerk
SUBJECT: Minutes - August 22, 2024 Special Meeting
RECOMMENDATION: Approve the Minutes as submitted.

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

CALL TO ORDER

The special meeting of the City Council of the City of Highland was called to order at 11:30 a.m. by Mayor Lilburn at the Donahue Council Chambers, 27215 Base Line, Highland, California.

ROLL CALL

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

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 to be Elected in District 1, District 3, and District 5

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

A MOTION was made by Mayor Pro Tem McCallon, seconded by Councilmember Chavez-Cordova to:

- 1) Receive and file the City Clerk's Certification that there are not more candidates than offices to be elected in City Council District 1, District 3, and District 5; and
- 2) Direct staff accordingly pursuant to California Elections Code § 10229. Motion carried, 5-0.

RESOLUTION NO. 2024-040

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,
CALIFORNIA, PROVIDING FOR THE APPOINTMENT TO ONE CITY COUNCIL
OFFICE FOR DISTRICT 1, DISTRICT 3, AND DISTRICT 5, AND CANCELLING THE
NOVEMBER 5, 2024 MUNICIPAL ELECTION IN THOSE DISTRICTS**

ADJOURN

There being no further business, Mayor Lilburn adjourned the meeting at 11:34 a.m.

Submitted By:

Approved By:

Alondra Muñoz
City Clerk

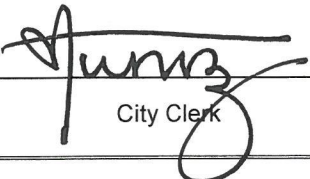
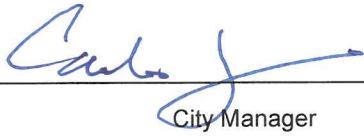
Penny Lilburn
Mayor



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024
FROM: Carlos Zamano, City Manager
PREPARED BY: Alondra Muñoz, City Clerk
SUBJECT: Minutes - August 29, 2024 Special Meeting
RECOMMENDATION: Approve the Minutes as submitted.

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

CALL TO ORDER

The special meeting of the City Council of the City of Highland was called to order at 6:00 p.m. by Mayor Lilburn at the Sterling Natural Resource Center, 25318 5th Street, San Bernardino, California.

ROLL CALL

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

PUBLIC COMMENT (LIMITED TO ITEMS ON THIS AGENDA ONLY)

None

PRESENTATION

2024 State of the City Address

ANNOUNCEMENTS

None

ADJOURN

There being no further business, Mayor Lilburn adjourned the meeting at 7:10 p.m.

Submitted By:

Approved By:

Alondra Muñoz
City Clerk

Penny Lilburn
Mayor



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

PREPARED BY: Leticia Nava-Cruz, Director of Administrative Services/City Treasurer *nlc*

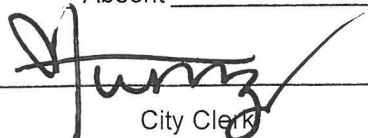
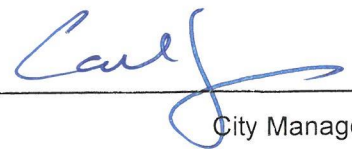
SUBJECT: Warrant Register #769

RECOMMENDATION: City Council to approve Warrant Register #769; Warrants in the amount of \$2,388,770.99 and Payroll in the amount of \$239,213.02

FISCAL IMPACT: The total of Cash and Expenditures is \$2,627,984.01

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: See Printouts Attached.

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
WARRANT REGISTER #769
September 10, 2024

Warrants:

8/1/2024	Ck#89859	10,504.66
8/6/2024	Ck#89860-89895 & Wire#1002704519	434,390.90
8/9/2024	Payroll Wire #929-932 & Ck #89896	75,468.15
8/13/2024	Ck#89897-89935	171,782.06
8/20/2024	Ck#89936-89985	1,391,122.47
8/23/2024	Payroll Wire #933-936 & Ck #89986	71,770.19
8/26/2024	Payroll Wire #937-938	108.59
8/27/2024	Ck#89987-90020 & Wire 1002720345	230,657.22
8/27/2024	Ck#90021	2,966.75
Total Warrants		<u>\$2,388,770.99</u>


Payroll:

8/9/2024	Direct Deposits #14269-14312	121,473.98
8/9/2024	Ck #727	279.98
8/23/2024	Direct Deposits #14313-14356	116,671.87
8/23/2024	Ck #728	279.98
8/26/2024	Direct Deposits #14357	507.21
Total Payroll		<u>\$ 239,213.02</u>


Total Warrants & Payroll \$2,627,984.01

APPROVED BY:


Larry McCallon
Finance Subcommittee


Carlos Zamano
City Manager


John Timmer
Finance Subcommittee


Leticia Nava-Cruz
Director of Administrative
Services/City Treasurer

Voucher List
CITY OF HIGHLAND

08/01/2024 9:38:59AM

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89859	8/1/2024	000203 SOUTHERN CALIFORNIA EDISON	STR18001 CNTG IVDA-APR STR18001 CNTG IVDA-APR 027.8490.6550	402.23
			STR18001 CNTG RDA07-APR STR18001 CNTG RDA07-APR 010.3830.6550	1,678.32
			STR18001 CNTG SMBMI-APR STR18001 CNTG SMBMI-APR 027.8490.6550	402.23
			STR18001 CNTG SB1LLP-APR STR18001 CNTG SB1LLP-APR 030.8495.6550	548.33
			STR18001 CNTG IVDA-MAY STR18001 CNTG IVDA-MAY 027.8490.6550	487.04
			STR18001 CNTG RDA07-MAY STR18001 CNTG RDA07-MAY 010.3830.6550	2,032.23
			STR18001 CNTG SMBMI-MAY STR18001 CNTG SMBMI-MAY 027.8490.6550	487.04
			STR18001 CNTG SB1LLP-MAY STR18001 CNTG SB1LLP-MAY 030.8495.6550	663.95
			STR18001 CNTG IVDA-FEB STR18001 CNTG IVDA-FEB 027.8490.6550	504.70
			STR18001 CNTG RDA07-FEB STR18001 CNTG RDA07-FEB 010.3830.6550	2,105.87
			STR18001 CNTG SMBMI-FEB STR18001 CNTG SMBMI-FEB 027.8490.6550	504.70
			STR18001 CNTG SB1LLP-FEB STR18001 CNTG SB1LLP-FEB 030.8495.6550	688.02

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89859	8/1/2024	000203	000203 SOUTHERN CALIFORNIA EDISON (Continued)	Total : 10,504.66
1 Vouchers for bank code : wfb				Bank total : 10,504.66
1 Vouchers in this report				Total vouchers : 10,504.66

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89860	8/6/2024	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES OFFICE SUPPLIES 001.1600.4200	112.75
			OFFICE SUPPLIES OFFICE SUPPLIES 001.1700.4200	7.53
			MISC IT SUPPLIES MISC IT SUPPLIES 042.9510.4203	40.37
			ICE CHEST RETURNED ICE CHEST RETURNED 001.6020.4336	-102.31
			Total :	58.34
89861	8/6/2024	001072 AUTO ZONE	VEH#121: MAINT CODE ENF VEH#121: MAINT CODE ENF 001.4600.4240	28.02
			Total :	28.02
89862	8/6/2024	005516 BASE HILL, INC.	JANITORIAL SVC-JUL CITY HALL-JUL 042.9510.4504	1,808.80
			COUNCIL CHAMBERS-JUL 042.9510.4504	360.14
			AURANTIA PARK-JUL 001.6000.4504	1,683.73
			COMM PARK-JUL 001.6000.4504	2,258.10
			PD-JUL 001.2000.4504	1,250.64
			Total :	7,361.41
89863	8/6/2024	006175 CALIFORNIA PPE	FS#1-3 HELMET ID PANEL FS#1-3 HELMET ID PANEL 029.2100.4204	386.93
			Total :	386.93

Voucher List
CITY OF HIGHLAND

08/06/2024 4:41:56PM

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89864	8/6/2024	000232 CAPITAL ONE	HELIUM TANK HELIUM TANK 001.6020.4336	108.71 Total : 108.71
89865	8/6/2024	005891 CATAPULTK12	WE TIP CENTER SVC 7/24-6/25 WE TIP CENTER SVC 7/24-6/25 001.2000.4563	3,296.34 Total : 3,296.34
89866	8/6/2024	002912 CHAMPION ELECTRIC, INC.	COMMUNITY PARK: ELECTRICAL REPAIR COMMUNITY PARK-ELECTRICAL REPAIR 001.6000.4070	1,016.00 Total : 1,016.00
89867	8/6/2024	003606 COUNTY OF MARIN/CALSLA	ANNUAL MEMBERSHIP DUES 2024-2025 ANNUAL MEMBERSHIP DUES 2024-2025 013.8510.4310	1,260.00 Total : 1,260.00
89868	8/6/2024	004860 CRIME SCENE STERI-CLEAN, LLC	BIO HAZARD CLEAN UP PD UNIT BIO HAZARD CLEAN UP PD UNIT 001.2000.4240	300.00 Total : 300.00
89869	8/6/2024	000744 D&T AUTO REPAIR	VEH#135: MAINT VEH#135: MAINT 004.8310.4240	150.00 Total : 150.00
89870	8/6/2024	000213 DAILY JOURNAL CORPORATION	DRA24002 NEWSPAPER PUB DRA24002 NEWSPAPER PUB 001.1200.4300 CUP21003 NEWSPAPER PUB CUP21003 NEWSPAPER PUB 001.1200.4300 DRA24005 NEWSPAPER PUB DRA24005 NEWSPAPER PUB 001.1200.4300	278.30 271.40 Total : 372.60

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89870	8/6/2024	000213	000213 DAILY JOURNAL CORPORATION (Continued)	Total : 922.30
89871	8/6/2024	000085	EAST VALLEY WATER DISTRICT	
			BOULDER MEDIAN-JUL	
			BOULDER MEDIAN-JUL	
			004.8310.4030	157.74
			BOULDER MEDIAN-JUL	
			BOULDER MEDIAN-JUL	
			004.8310.4030	298.14
			BEATTIE-IRRIGATION-JUL	
			BEATTIE- IRRIGATION- JUL	
			001.6000.4030	329.21
			LMD 48B-JUL	
			LMD 48B-JUL	
			012.8500.4030	963.10
			LMD 02-E-JUL	
			LMD 02-E-JUL	
			012.8500.4030	845.42
			LMD 48C-JUL	
			LMD 48C-JUL	
			012.8500.4030	129.50
			LMD 48C-JUL	
			LMD 48C-JUL	
			012.8500.4030	365.82
			LMD 31-JUL	
			LMD 31-JUL	
			012.8500.4030	345.74
			LMD 00-BASELINE-JUL	
			LMD 00-BASELINE-JUL	
			012.8500.4030	586.36
			LMD 22-JUL	
			LMD 22-JUL	
			012.8500.4030	223.88
			LMD 03- YARNELL-JUL	
			LMD 03- YARNELL-JUL	
			012.8500.4030	35.24
			LMD 02- A- JUL	
			LMD 02- A- JUL	
			012.8500.4030	81.18

Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89871	8/6/2024	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 03- BASELINE- JUL	
			LMD 03- BASELINE- JUL	
			012.8500.4030	122.64
			LMD 20- BASELINE- JUL	
			LMD 20- BASELINE- JUL	
			012.8500.4030	351.96
			LMD 01- A- JUL	
			LMD 01- A- JUL	
			012.8500.4030	90.24
			LMD 70- JUL	
			LMD 70- JUL	
			012.8500.4030	133.44
			LMD 35- JUL	
			LMD 35- JUL	
			012.8500.4030	127.60
			LMD 06- JUL	
			LMD 06- JUL	
			012.8500.4030	49.74
			LMD 01- B- JUL	
			LMD 01- B- JUL	
			012.8500.4030	95.64
			LMD 48- JUL	
			LMD 48- JUL	
			012.8500.4030	1,227.34
			LMD 30- JUL	
			LMD 30- JUL	
			012.8500.4030	984.56
			LMD 68/69- JUL	
			LMD 68/69- JUL	
			012.8500.4030	1,584.80
			LMD 39- JUL	
			LMD 39- JUL	
			012.8500.4030	704.56
			CANYON OAKS PARK- JUL	
			CANYON OAKS PK- JUL	
			016.8540.4030	847.40
			LMD 02- B- JUL	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89871	8/6/2024	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 02- B- JUL 012.8500.4030	420.52
			LMD 13- JUL LMD 13- JUL 012.8500.4030	223.70
			LMD 02- D- JUL LMD 02- D- JUL 012.8500.4030	172.40
			LMD 02- C- JUL LMD 02- C- JUL 012.8500.4030	361.12
			LMD 08- JUL LMD 08- JUL 012.8500.4030	245.30
			LMD 20- STREATER- JUL LMD 20- STREATER- JUL 012.8500.4030	127.04
			LMD 70 IRRIGATION- JUL LMD 70 IRRIGATION- JUL 012.8500.4030	733.90
			LMD 79- 5TH ST MEDIAN- JUL LMD 79- 5TH ST MEDIAN- JUL 012.8500.4030	150.06
			Total :	13,115.29
89872	8/6/2024	002190 ENGINEERING RESOURCES OF SO CA	OLA23002 DE MSRI-JUN OLA23002 DE MSRI-JUN 017.8350.6550	13,053.75
			STR07004A NP RM ARPA2 STR07004A NP RM ARPA2 030.8495.6600	495.00
			SDR06002 DE ARPA2-JUN SDR06002 DE ARPA2-JUN 030.8495.6600	5,752.50
			STR07004A NP PM ARPA2 STR07004A NP PM ARPA2 030.8495.6600	22,199.45

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89872	8/6/2024	002190	002190 ENGINEERING RESOURCES OF SO (Continued)	Total : 41,500.70
89873	8/6/2024	004956	FIDELITY SECURITY	
			VISION-AUG	
			VISION-AUG	
			001.1160	177.78
			VISION-AUG	
			004.1160	51.16
			VISION-AUG	
			010.1160	24.54
			VISION-AUG	
			012.1160	5.18
			VISION-AUG	
			016.1160	5.18
			VISION-AUG	
			023.1160	1.04
			VISION-AUG	
			024.1160	0.41
			VISION-AUG	
			041.1160	9.12
			VISION-AUG	
			042.1160	10.36
			VISION-AUG	
			070.1160	6.08
			Total :	290.85
89874	8/6/2024	006146	FM THOMAS AIR CONDITIONING	
			YMCA: WATER TREATMT MAY-JUN24	
			YMCA: WATER TREATMT MAY-JUN24	
			001.6000.4588	200.00
			LIBRARY: WATER TREATMT MAY-JUN24	
			LIBRARY: WATER TREATMT MAY-JUN24	
			001.6000.4588	1,293.00
			LIBRARY: WATER TREATMT CHEMS	
			LIBRARY: WATER TREATMT CHEMS	
			001.6000.4588	619.56
			YMCA: WATER TREATMT CHEM	
			YMCA: WATER TREATMT CHEM	
			001.6000.4588	92.93

Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89874	8/6/2024	006146	006146 FM THOMAS AIR CONDITIONING (Continued)	Total : 2,205.49
89875	8/6/2024	006148	GRANITE CONSTRUCTION CO	
			STR18001 PPE#18 CON SB1 LPP MAY	
			STR18001 PPE#18 CON SB1 LPP MAY	
			027.8490.6550	22,630.69
			STR18001 PPE#18 CON EDA MAY	
			STR18001 PPE#18 CON EDA MAY	
			030.8495.6550	52,661.70
			STR18001 PPE#18 CON IVDA MAY	
			STR18001 PPE#18 CON IVDA MAY	
			027.8490.6550	16,600.84
			STR18001 PPE#18 CON RDA MAY	
			STR18001 PPE#18 CON RDA MAY	
			010.3830.6550	16,606.47
			STR18001 PPE#18 CON RDA LABOR COMP MAY	
			STR18001 PPE#18 CON RDA LABOR COMP MAY	
			010.3830.6550	-10,000.00
			STR18001 PPE#18 CON SMBMI MAY	
			STR18001 PPE#18 CON SMBMI MAY	
			027.8490.6550	16,600.84
			STR18001 PPE#18 CON SB1 LPP RET MAY	
			STR18001 PPE#18 CON SB1 LPP RET MAY	
			027.1350	-1,131.53
			STR18001 PPE#18 CON EDA RET MAY	
			STR18001 PPE#18 CON EDA RET MAY	
			030.1350	-2,633.09
			STR18001 PPE#18 CON IVDA RET MAY	
			STR18001 PPE#18 CON IVDA RET MAY	
			027.1350	-830.04
			STR18001 PPE#18 CON RDA RET MAY	
			STR18001 PPE#18 CON RDA RET MAY	
			010.1350	-830.34
			STR18001 PPE#18 CON SMBMI RET MAY	
			STR18001 PPE#18 CON SMBMI RET MAY	
			027.1350	-830.04
			STR18001 PPE#19 CON SB1 LPP JUN	
			STR18001 PPE#19 CON SB1 LPP JUN	
			027.8490.6550	2,939.63

Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89875	8/6/2024	006148 GRANITE CONSTRUCTION CO	(Continued)	
			STR18001 PPE#19 CON EDA JUN	
			STR18001 PPE#19 CON EDA JUN	
			030.8495.6550	6,840.52
			STR18001 PPE#19 CON IVDA JUN	
			STR18001 PPE#19 CON IVDA JUN	
			027.8490.6550	2,156.38
			STR18001 PPE#19 CON RDA JUN	
			STR18001 PPE#19 CON RDA JUN	
			010.3830.6550	2,157.11
			STR18001 PPE#19 CON RDA LABOR COMP JUN	
			STR18001 PPE#19 CON RDA LABOR COMP JUN	
			010.3830.6550	-10,000.00
			STR18001 PPE#19 CON SMBMI JUN	
			STR18001 PPE#19 CON SMBMI JUN	
			027.8490.6550	2,156.38
			STR18001 PPE#19 CON SB1 LPP RET JUN	
			STR18001 PPE#19 CON SB1 LPP RET JUN	
			027.1350	-146.98
			STR18001 PPE#19 CON EDA RET JUN	
			STR18001 PPE#19 CON EDA RET JUN	
			030.1350	-342.03
			STR18001 PPE#19 CON IVDA RET JUN	
			STR18001 PPE#19 CON IVDA RET JUN	
			027.1350	-107.82
			STR18001 PPE#19 CON RDA RET JUN	
			STR18001 PPE#19 CON RDA RET JUN	
			010.1350	-107.86
			STR18001 PPE#19 CON SMBMI RET JUN	
			STR18001 PPE#19 CON SMBMI RET JUN	
			027.1350	-107.82
			STR18001 PPE#20 CON SB1 LPP JUL	
			STR18001 PPE#20 CON SB1 LPP JUL	
			027.8490.6550	19,631.11
			STR18001 PPE#20 CON EDA JUL	
			STR18001 PPE#20 CON EDA JUL	
			030.8495.6550	45,681.68
			STR18001 PPE#20 CON IVDA JUL	

Voucher List
CITY OF HIGHLAND

08/06/2024 4:41:56PM

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89875	8/6/2024	006148 GRANITE CONSTRUCTION CO	(Continued)	
			STR18001 PPE#20 CON IVDA JUL	
			027.8490.6550	14,400.49
			STR18001 PPE#20 CON RDA JUL	
			STR18001 PPE#20 CON RDA JUL	
			010.3830.6550	14,405.37
			STR18001 PPE#20 CON RDA LABOR COMP JUL	
			STR18001 PPE#20 CON RDA LABOR COMP JUL	
			010.3830.6550	-10,000.00
			STR18001 PPE#20 CON SMBMI JUL	
			STR18001 PPE#20 CON SMBMI JUL	
			027.8490.6550	14,400.49
			STR18001 PPE#20 CON SB1 LPP RET JUL	
			STR18001 PPE#20 CON SB1 LPP RET JUL	
			027.1350	-981.56
			STR18001 PPE#20 CON EDA RET JUL	
			STR18001 PPE#20 CON EDA RET JUL	
			030.1350	-2,284.08
			STR18001 PPE#20 CON IVDA RET JUL	
			STR18001 PPE#20 CON IVDA RET JUL	
			027.1350	-720.02
			STR18001 PPE#20 CON RDA RET JUL	
			STR18001 PPE#20 CON RDA RET JUL	
			010.1350	-720.27
			STR18001 PPE#20 CON SMBMI RET JUL	
			STR18001 PPE#20 CON SMBMI RET JUL	
			027.1350	-720.02
			Total :	207,376.20
89876	8/6/2024	004939 GUARDIAN	DENTAL-AUG	
			DENTAL-AUG	
			001.1160	1,295.29
			DENTAL-AUG	
			004.1160	171.84
			DENTAL-AUG	
			010.1160	65.83
			DENTAL-AUG	
			012.1160	10.61

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89876	8/6/2024	004939 GUARDIAN	(Continued)	
			DENTAL-AUG	
			016.1160	10.61
			DENTAL-AUG	
			024.1160	1.01
			DENTAL-AUG	
			041.1160	29.64
			DENTAL-AUG	
			070.1160	17.79
			Total :	1,602.62
89877	8/6/2024	003947 HDR ENGINEERING, INC.	STR 17002 PE CCF 2017-JUN	
			STR 17002 PE CCF 2017-JUN	
			027.8490.6550	17,724.00
			Total :	17,724.00
89878	8/6/2024	002710 HERNANDEZ, KROONE & ASSOCIATES	STR18001 CM IVDA-JUN	
			STR18001 CM IVDA-JUN	
			027.8490.6550	3,044.01
			STR18001 CM RDA07-JUN	
			STR18001 CM RDA07-JUN	
			010.3830.6550	3,044.02
			STR18001 CM SMBMI-JUN	
			STR18001 CM SMBMI-JUN	
			027.8490.6550	3,044.01
			STR18001 CM EDA-JUN	
			STR18001 CM EDA-JUN	
			030.8495.6550	6,638.82
			STR18001 CM IVDA-JUN	
			STR18001 CM IVDA-JUN	
			027.8490.6550	3,117.07
			STR18001 CM RDA07-JUN	
			STR18001 CM RDA07-JUN	
			010.3830.6550	3,117.08
			STR18001 CM SMBMI-JUN	
			STR18001 CM SMBMI-JUN	
			027.8490.6550	3,117.07
			STR18001 CM EDA-JUN	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89878	8/6/2024	002710 HERNANDEZ, KROONE & ASSOCIATES	(Continued) STR18001 CM EDA-JUN 030.8495.6550	6,798.16
			BRG07001 PM NP ARPA2 BRG07001 PM NP ARPA2 030.8495.6813	13,440.00
			BRG12001 REG PM NP ARPA2 BRG12001 REG PM NP ARPA2 030.8495.6813	480.00
			ICH17006 PM NP SMBMI-IGG ICH17006 PM NP SMBMI-IGG 027.8490.6813	3,888.00
			ICH17004 PM NP ARPA2 ICH17004 PM NP ARPA2 030.8495.6813	7,296.00
			STR17002 PM ARPA2 STR17002 PM ARPA2 030.8495.6550	4,896.00
			STR07004A PM NON PART ARPA2 STR07004A PM NON PART ARPA2 030.8495.6600	768.00
			Total :	62,688.24
89879	8/6/2024	000108 HIGH TECH SECURITY	BLDG MAINT. ALARM PANEL BLDG MAINT. ALARM PANEL 042.9510.4070	1,939.28
			Total :	1,939.28
89880	8/6/2024	000127 K & L HARDWARE	CORP YARD: MISC SUPPLIES CORP YARD: MISC SUPPLIES 004.8310.4206	2.76
			CORP YARD: SMALL TOOLS CORP YARD: SMALL TOOLS 004.8310.4206	15.71
			GRAFFITI ABATEMENT GRAFFITI ABATEMENT 001.6010.4206	90.45
			CORP YARD: PLUMBING MAINT	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89880	8/6/2024	000127 K & L HARDWARE	(Continued) CORP YARD: PLUMBING MAINT 004.8310.4206 CORP YARD: MISC SUPPLIES CORP YARD: MISC SUPPLIES 004.8310.4206	18.31 2.82 Total : 130.05
89881	8/6/2024	005310 KOA CORPORATION	STR22002 DE MSRI-JUN STR22002 DE MSRI-JUN 017.8350.6530	 2,348.29 Total : 2,348.29
89882	8/6/2024	000207 KONICA MINOLTA	COPIER LEASE-AUG COPIER LEASE-AUG 001.2000.4205 COPIER LEASE-AUG 042.9510.4205	 603.40 1,698.14 Total : 2,301.54
89883	8/6/2024	006181 NATIONAL PEN CO LLC	CITY PENS CITY PENS 001.1000.4200 CITY PENS CITY PENS 001.1000.4200 CITY PENS CITY PENS 001.1000.4200	 234.90 234.90 191.69 Total : 661.49
89884	8/6/2024	005767 NOCK, LISSETTE	MILEAGE REIMB-JUL MILEAGE REIMB-JUL 001.1200.4332	 36.51 Total : 36.51
89885	8/6/2024	000176 PRINCIPAL LIFE INSURANCE CO	PRINCIPAL-AUG PRINCIPAL-AUG 001.1200.3590	 30.04

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89885	8/6/2024	000176	PRINCIPAL LIFE INSURANCE CO	
			(Continued)	
			PRINCIPAL-AUG	
			001.1450.3590	53.55
			PRINCIPAL-AUG	
			001.1600.3590	6.94
			PRINCIPAL-AUG	
			001.1700.3590	126.52
			PRINCIPAL-AUG	
			001.3200.3590	38.11
			PRINCIPAL-AUG	
			001.4100.3590	154.22
			PRINCIPAL-AUG	
			042.9510.3590	28.89
			PRINCIPAL-AUG	
			001.4200.3590	87.08
			PRINCIPAL-AUG	
			001.4500.3590	63.21
			PRINCIPAL-AUG	
			001.4600.3590	95.66
			PRINCIPAL-AUG	
			001.6000.3590	22.25
			PRINCIPAL-AUG	
			001.6010.3590	28.11
			PRINCIPAL-AUG	
			001.6020.3590	12.75
			PRINCIPAL-AUG	
			004.8310.3590	145.87
			PRINCIPAL-AUG	
			010.3830.3590	31.97
			PRINCIPAL-AUG	
			012.8500.3590	10.98
			PRINCIPAL-AUG	
			016.8540.3590	10.96
			PRINCIPAL-AUG	
			023.3890.3590	6.06
			PRINCIPAL-AUG	
			024.8470.3590	1.24

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89885	8/6/2024	000176	PRINCIPAL LIFE INSURANCE CO (Continued)	
			PRINCIPAL-AUG 041.9500.3590	13.86
			PRINCIPAL-AUG 070.7000.3590	33.56
			PRINCIPAL-AUG 001.1160	-46.35
			Total :	955.48
89886	8/6/2024	001414	RICHARDS, WATSON & GERSHON GENERAL - JUN	
			GENERAL - JUN 001.1450.4520	10,429.80
			DRA22011 (CUP22005)-JUN DRA22011 (CUP22005)-JUN	
			001.3200.4551	40.00
			DRA24005-JUN DRA24005-JUN	
			001.3200.4551	100.00
			DRA24006-JUN DRA24006-JUN	
			001.3200.4551	760.00
			BPR24001-JUN BPR24001-JUN	
			001.3200.4551	120.00
			DRA24004-JUN DRA24004-JUN	
			001.3200.4551	300.00
			WAKELAND-MAR WAKELAND-MAR	
			070.7000.4520	40.00
			CODE ENFORCEMENT CASE-JUN CODE ENFORCEMENT CASE-JUN	
			001.4600.4520	540.00
			CODE ENFORCEMENT GEN-JUN CODE ENFORCEMENT GEN-JUN	
			001.4600.4520	2,040.42
			PERSONNEL & LABOR RELATIONS-MAY PERSONNEL & LABOR RELATIONS-MAY	

Voucher List
CITY OF HIGHLAND

08/06/2024 4:41:56PM

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89886	8/6/2024	001414 RICHARDS, WATSON & GERSHON	(Continued) 001.1450.4520 CUP23001 (DRA24001) CUP23001 (DRA24001) 001.1450.4520 SWK19001 RW MSRI-JUN SWK19001 RW MSRI-JUN 017.8350.6545 SWK19001 RW ART3-JUN SWK19001 RW ART3-JUN 005.8320.6545	1,266.50 732.50 4,475.99 4,475.99 Total : 25,321.20
89887	8/6/2024	001070 SAFETY-KLEEN SYSTEMS, INC.	PD: PARTS WASHING SVC PD: PARTS WASHING SVC 001.2000.4245	280.90 Total : 280.90
89888	8/6/2024	000203 SOUTHERN CALIFORNIA EDISON	FS#3-JUL FS#3- JUL 029.2100.4010 FS#3- JUL 028.2050.4010 FS#1- JUL 029.2100.4010 FS#1- JUL 028.2050.4010 FS#2- JUL 029.2100.4010 FS#2- JUL 028.2050.4010	1,632.76 1,632.76 581.82 581.82 462.76 462.76 Total : 5,354.68
89889	8/6/2024	004863 THE EARPHONE GUY, LLC	PD: LAPEL MICROPHONES PD: LAPEL MICROPHONES 001.2000.4250	506.43 Total : 506.43

Voucher List
CITY OF HIGHLAND

08/06/2024 4:41:56PM

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89890	8/6/2024	000414 TOM BELL CHEVROLET	VEH #135: MAINT VEH #135: MAINT 004.8310.4240	517.55 Total : 517.55
89891	8/6/2024	000465 TOM DODSON & ASSOCIATES	STR17002 ENVIRONMENTAL SERVICES-JUN STR17002 ENVIRONMENTAL SERVICES-JUN 027.8490.6550	6,190.00 Total : 6,190.00
89892	8/6/2024	005839 TRUSTED TECH TEAM	MICROSOFT 365 LIC-AUG MICROSOFT 365 LIC-AUG 042.9510.4533	1,484.45 Total : 1,484.45
89893	8/6/2024	000226 UNUM LIFE INSURANCE	LONG TERM DISABILITY-AUG LONG TERM DISABILITY-AUG 001.1180 LONG TERM DISABILITY-AUG 004.1180 LONG TERM DISABILITY-AUG 023.1180 LONG TERM DISABILITY-AUG 070.1180	638.64 36.40 3.60 44.40 Total : 723.04
89894	8/6/2024	000979 VERIZON WIRELESS	AIR CARDS- JUL AIR CARDS- JUL 001.2000.4062	2.03 Total : 2.03
89895	8/6/2024	000237 WILLDAN ASSOCIATES	STR23003A NP PM MSRI/- JUN STR23003A NP PM MSRI/- JUN 017.8350.6550 STR23003B NP PM MSRI/- JUN STR23003B NP PM MSRI/- JUN 017.8350.6550	2,603.50 Total : 5,207.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
1002704519	8/6/2024	000004	PUBLIC EMPLOYEE RETIREMENT SYS	
			PERS HEALTH-AUG	
			PERS HEALTH-AUG	
			001.1150	13,769.24
			PERS HEALTH-AUG	
			004.1150	1,526.82
			PERS HEALTH-AUG	
			010.1150	493.28
			PERS HEALTH-AUG	
			012.1150	206.61
			PERS HEALTH-AUG	
			016.1150	206.61
			PERS HEALTH-AUG	
			023.1150	41.32
			PERS HEALTH-AUG	
			041.1150	371.31
			PERS HEALTH-AUG	
			070.1150	367.49
			PERS HEALTH-AUG	
			001.1450.3511	56.86
			PERS HEALTH-AUG	
			041.9500.3515	2,000.00
			Total :	19,039.54

37 Vouchers for bank code : wfb

Bank total : 434,390.90

37 Vouchers in this report

Total vouchers : 434,390.90

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
929	8/9/2024	000003	ICMA RETIREMENT TRUST-457	
			ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment	
			001.1170	10,076.44
			ICMA DEFERRED COMP 457: Payment	
			004.1170	1,974.98
			ICMA DEFERRED COMP 457: Payment	
			042.1170	164.98
			ICMA DEFERRED COMP 457: Payment	
			070.1170	211.96
			ICMA DEFERRED COMP 457: Payment	
			010.1170	794.97
			ICMA DEFERRED COMP 457: Payment	
			012.1170	12.49
			ICMA DEFERRED COMP 457: Payment	
			016.1170	12.49
			ICMA DEFERRED COMP 457: Payment	
			023.1170	21.25
			ICMA DEFERRED COMP 457: Payment	
			024.1170	12.00
			ICMA DEFERRED COMP 457: Payment	
			041.1170	185.85
			Total :	13,467.41
930	8/9/2024	000119	INTERNAL REVENUE SERVICE	
			FEDERAL TAXES: PAYMENT	
			MEDICARE: Payment	
			023.1140	27.46
			MEDICARE: Payment	
			024.1140	5.44
			MEDICARE: Payment	
			041.1140	81.76
			MEDICARE: Payment	
			042.1140	180.82
			MEDICARE: Payment	
			070.1140	151.70
			FEDERAL TAXES: Payment	
			001.1120	15,802.30

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
930	8/9/2024	000119	INTERNAL REVENUE SERVICE	
			(Continued)	
			FEDERAL TAXES: Payment	
			004.1120	2,134.59
			FEDERAL TAXES: Payment	
			010.1120	656.51
			FEDERAL TAXES: Payment	
			012.1120	163.28
			FEDERAL TAXES: Payment	
			016.1120	163.28
			FEDERAL TAXES: Payment	
			023.1120	79.54
			FEDERAL TAXES: Payment	
			024.1120	15.60
			FEDERAL TAXES: Payment	
			041.1120	455.38
			FEDERAL TAXES: Payment	
			042.1120	1,354.58
			FEDERAL TAXES: Payment	
			070.1120	858.31
			SOCIAL SECURITY: Payment	
			001.1140	640.86
			SOCIAL SECURITY: Payment	
			008.1140	134.90
			MEDICARE: Payment	
			001.1140	3,656.84
			MEDICARE: Payment	
			004.1140	642.82
			MEDICARE: Payment	
			008.1140	31.54
			MEDICARE: Payment	
			010.1140	195.52
			MEDICARE: Payment	
			012.1140	63.16
			MEDICARE: Payment	
			016.1140	63.12
			Total :	27,559.31

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
931	8/9/2024	000004	PUBLIC EMPLOYEE RETIREMENT SYS	
			EPMC: PAYMENT	
			PERS: Payment	
			024.1145	26.52
			PERS: Payment	
			041.1145	458.77
			PERS: Payment	
			042.1145	921.95
			PERS: Payment	
			070.1145	939.75
			PERS SURVIVOR: Payment	
			001.1145	25.39
			PERS SURVIVOR: Payment	
			004.1145	4.64
			PERS SURVIVOR: Payment	
			010.1145	1.04
			PERS SURVIVOR: Payment	
			012.1145	0.56
			PERS SURVIVOR: Payment	
			016.1145	0.54
			PERS SURVIVOR: Payment	
			023.1145	0.28
			PERS SURVIVOR: Payment	
			024.1145	0.06
			PERS SURVIVOR: Payment	
			041.1145	0.32
			PERS SURVIVOR: Payment	
			042.1145	1.79
			PERS SURVIVOR: Payment	
			070.1145	0.72
			EPMC: Payment	
			001.1145	531.70
			EPMC: Payment	
			004.1145	96.33
			EPMC: Payment	
			012.1145	2.99
			EPMC: Payment	
			016.1145	2.99

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
931	8/9/2024	000004	PUBLIC EMPLOYEE RETIREMENT SYS (Continued)	
			EPMC: Payment	
			023.1145	8.38
			EPMC: Payment	
			024.1145	0.72
			EPMC: Payment	
			041.1145	19.34
			EPMC: Payment	
			042.1145	14.61
			EPMC: Payment	
			070.1145	60.01
			PERS: Payment	
			001.1145	17,277.02
			PERS: Payment	
			004.1145	3,416.92
			PERS: Payment	
			010.1145	1,041.01
			PERS: Payment	
			012.1145	247.68
			PERS: Payment	
			016.1145	247.65
			PERS: Payment	
			023.1145	146.97
			Total :	25,496.65
932	8/9/2024	000001	CALIF STATE EMPLOYMENT	
			STATE TAXES: PAYMENT	
			STATE TAXES: Payment	
			001.1130	6,367.30
			STATE TAXES: Payment	
			004.1130	803.06
			STATE TAXES: Payment	
			010.1130	255.67
			STATE TAXES: Payment	
			012.1130	71.42
			STATE TAXES: Payment	
			016.1130	71.42
			STATE TAXES: Payment	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
932	8/9/2024	000001	CALIF STATE EMPLOYMENT (Continued)	
			023.1130 STATE TAXES: Payment	20.37
			024.1130 STATE TAXES: Payment	5.68
			041.1130 STATE TAXES: Payment	179.49
			042.1130 STATE TAXES: Payment	150.56
			070.1130	295.37
			Total :	8,220.34
89896	8/9/2024	003804	AFLAC WWHQ	
			AFLAC ACCIDENT INSURANCE: PAYMENT	
			AFLAC ACCIDENT INSURANCE: Payment	
			001.1181	132.66
			AFLAC ACCIDENT INSURANCE: Payment	
			004.1181	15.36
			AFLAC ACCIDENT INSURANCE: Payment	
			012.1181	3.57
			AFLAC ACCIDENT INSURANCE: Payment	
			016.1181	3.56
			AFLAC ACCIDENT INSURANCE: Payment	
			023.1181	5.80
			AFLAC ACCIDENT INSURANCE: Payment	
			024.1181	0.27
			AFLAC ACCIDENT INSURANCE: Payment	
			041.1181	4.18
			AFLAC ACCIDENT INSURANCE: Payment	
			070.1181	1.40
			AFLAC DISABILITY INSURANCE: Payment	
			001.1181	191.64
			AFLAC DISABILITY INSURANCE: Payment	
			004.1181	39.38
			AFLAC DISABILITY INSURANCE: Payment	
			012.1181	6.31
			AFLAC DISABILITY INSURANCE: Payment	
			016.1181	6.31

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89896	8/9/2024	003804	AFLAC WWHQ (Continued)	
			AFLAC DISABILITY INSURANCE: Payment 023.1181	2.45
			AFLAC DISABILITY INSURANCE: Payment 024.1181	0.51
			AFLAC HOSPITAL INSURANCE: Payment 001.1181	203.35
			AFLAC HOSPITAL INSURANCE: Payment 004.1181	11.91
			AFLAC HOSPITAL INSURANCE: Payment 012.1181	6.71
			AFLAC HOSPITAL INSURANCE: Payment 016.1181	6.69
			AFLAC HOSPITAL INSURANCE: Payment 023.1181	14.02
			AFLAC HOSPITAL INSURANCE: Payment 041.1181	4.97
			AFLAC HOSPITAL INSURANCE: Payment 070.1181	1.65
			AFLAC DENTAL: Payment 001.1181	19.56
			AFLAC SPECIFIED HEALTH INS: Payment 001.1181	12.40
			AFLAC SPECIFIED HEALTH INS: Payment 012.1181	1.48
			AFLAC SPECIFIED HEALTH INS: Payment 016.1181	1.48
			AFLAC AFTER TAX HOSP INSURANCE: Payment 001.1181	13.40
			AFLAC AFTER TAX HOSP INSURANCE: Payment 012.1181	6.71
			AFLAC AFTER TAX HOSP INSURANCE: Payment 016.1181	6.71

Total : 724.44

5 Vouchers for bank code : wfb

Bank total : 75,468.15

5 Vouchers in this report

Total vouchers : 75,468.15

Voucher List
CITY OF HIGHLAND

Bank code : wfb

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Description/Account</u>	<u>Amount</u>
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Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89897	8/13/2024	005771	AMAZON CAPITAL SERVICES	
			MAINT SUPPLIES	
			MAINT SUPPLIES	
			042.9510.4200	38.76
			KEYBOARDS & MICE	
			KEYBOARDS & MICE	
			042.9510.4203	596.40
			HANGING FILE TABS	
			HANGING FILE TABS	
			001.1700.4200	17.54
			SPRAY PAINT REPLACEMENT	
			SPRAY PAINT REPLACEMENT	
			001.4200.4665	280.40
			ICE CHEST REPLACEMENT	
			ICE CHEST REPLACEMENT	
			001.6020.4336	102.31
			NATIONAL NIGHT OUT SUPPLIES	
			NATIONAL NIGHT OUT SUPPLIES	
			001.1000.4336	69.02
			SPRAY PAINT NOT REC'D	
			SPRAY PAINT NOT REC'D	
			001.4200.4665	-280.40
			NATIONAL NIGHT OUT SUPPLIES	
			NATIONAL NIGHT OUT SUPPLIES	
			001.1200.4200	98.73
			AA BATTERIES	
			AA BATTERIES	
			001.0500	11.25
			Total :	934.01
89898	8/13/2024	002912	CHAMPION ELECTRIC, INC.	
			LIBRARY: PARKING LOT LIGHTS	
			LIBRARY: PARKING LOT LIGHTS	
			001.6000.4070	345.09
			Total :	345.09
89899	8/13/2024	006180	CLOUDCOMPLI, INC.	
			NPDES PROG MGMT	
			NPDES PROG MGMT	
			001.4200.4665	2,400.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89899	8/13/2024	006180 006180 CLOUDCOMPLI, INC.	(Continued)	Total : 2,400.00
89900	8/13/2024	000213 DAILY JOURNAL CORPORATION	BL ORD: NEWSPAPER PUB BL ORD: NEWSPAPER PUB 001.1200.4300	Total : 365.70
89901	8/13/2024	005394 DATA TICKET, INC.	PARKING CITATIONS-JUL PARKING CITATIONS-JUL 001.1700.4516	Total : 114.67
89902	8/13/2024	006259 DEPENDABLE BREAK ROOM SOLUTION	COUNCIL: COOLER RENTAL COUNCIL: COOLER RENTAL 042.9510.4200 CITY HALL: COOLER RENTAL CITY HALL: COOLER RENTAL 042.9510.4200	Total : 16.16
89903	8/13/2024	000085 EAST VALLEY WATER DISTRICT	LMD 36-JUL LMD 36-JUL 012.8500.4030	Total : 23.70
89904	8/13/2024	000342 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT INS-SYED 6/30/2024 UNEMPLOYMENT INS-SYED 6/30/2024 041.9500.4360	Total : 39.86
89905	8/13/2024	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	Total : 326.78
				Total : 4,950.00
				Total : 4,950.00
				Total : 4,975.44
				Total : 63.59
				Total : 301.53
				Total : 50.18

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89905	8/13/2024	005018 FLYERS ENERGY, LLC	(Continued) FUEL-JUL 001.6010.4220 FUEL-JUL 004.8310.4220 FUEL-JUL 028.2050.4220 FUEL-JUL 029.2100.4220 FUEL-JUL 042.9510.4220	109.45 1,197.24 1,197.24 12.55
Total :				8,095.40
89906	8/13/2024	006146 FM THOMAS AIR CONDITIONING	LIBRARY: HVAC REPAIR LIBRARY: HVAC REPAIR 001.6000.4588 LIBRARY: HVAC REPAIR LIBRARY: HVAC REPAIR 001.6000.4588 YMCA: HVAC MAINT YMCA: HVAC MAINT 001.6000.4588 YMCA: HVAC MAINT YMCA: HVAC MAINT 001.6000.4588 YMCA: HVAC MAINT YMCA: HVAC MAINT 001.6000.4588	1,963.03 310.00 4,173.46 540.00 3,472.48
Total :				10,458.97
89907	8/13/2024	001122 GALLS, LLC	UNIFORMS: WIRZ UNIFORMS: WIRZ 001.4500.4249	53.88 53.88
Total :				53.88
89908	8/13/2024	003947 HDR ENGINEERING, INC.	STR17002 PE CCF 2017-MAY STR17002 PE CCF 2017-MAY 027.8490.6550	3,352.00

Voucher List
CITY OF HIGHLAND

08/13/2024 3:40:17PM

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89908	8/13/2024	003947 003947 HDR ENGINEERING, INC.	(Continued)	Total : 3,352.00
89909	8/13/2024	002710 HERNANDEZ, KROONE & ASSOCIATES	GENERAL ENG TS-JUN GENERAL ENG TS-JUN 001.3200.4550	Total : 153.00
89910	8/13/2024	000108 HIGH TECH SECURITY	CITY HALL: BLDG MAINT ALARM PANEL CITY HALL: BLDG MAINT ALARM PANEL 042.9510.4070	Total : 1,519.28
89911	8/13/2024	000105 HIGHLAND CHAMBER OF COMMERCE	LUNCHEON-FLOREZ, MORENO CHAMBER LUNCHEON-FLOREZ 001.4200.4330 25.00 CHAMBER LUNCHEON-MORENO 001.6020.4330 25.00 CHAMBER LUNCHEON: NAVA-CRUZ/GOMEZ CHAMBER LUNCHEON: NAVA-CRUZ/GOMEZ 001.1700.4330 50.00	Total : 100.00
89912	8/13/2024	001618 INNOVATIVE FEDERAL STRATEGIES	PROFESSIONAL SVC-JUL PROFESSIONAL SVC-JUL 023.3890.4554	Total : 4,000.00
89913	8/13/2024	004506 INTERNATIONAL CODE COUNCIL	DUES HIGHLAND 24/25 DUES HIGHLAND 24/25 001.4500.4310	Total : 292.00
89914	8/13/2024	000824 J & M TROPHIES	20Y & 15Y AWARD: HALLOWAY/AVON 20Y & 15Y AWARD: HALLOWAY/AVON 001.1000.4336	Total : 118.52
89915	8/13/2024	000207 KONICA MINOLTA	IT MONTHLY CONTRACT-AUG IT MONTHLY CONTRACT-AUG	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89915	8/13/2024	000207 KONICA MINOLTA	(Continued) 042.9510.4627	5,104.00
				Total :
89916	8/13/2024	000207 KONICA MINOLTA	PRINTER CONTRACT-JUL PRINTER CONTRACT-JUL 042.9510.4631	740.38
				Total :
89917	8/13/2024	005285 LA VERNE POWER EQUIPMENT INC	CORP YARD: EQUIP SUPPLIES CORP YARD: EQUIP SUPPLIES 004.8310.4245	124.88
				Total :
89918	8/13/2024	005092 LANGUAGE TESTING INTERNATIONAL	SPANISH TEST- DURAN SPANISH TEST- DURAN 001.1600.4235	124.00
				Total :
89919	8/13/2024	006222 NEC CLOUD COMMUNICATIONS	VOIP-AUG VOIP-AUG 042.9510.4533	2,308.55
				Total :
89920	8/13/2024	004555 NEXTECH SYSTEMS, INC.	VARIOUS LOCATIONS: LANELIGHT CROSSWALK M VARIOUS LOCATIONS: LANELIGHT CROSSWALK 004.8310.4580	7,883.37
				Total :
89921	8/13/2024	002511 RECORDER-CLERK CO OF SB	DOCUMENT RECORDING-JUL DOCUMENT RECORDING-JUL 001.1200.4506 DOCUMENT RECORDING-FEB DOCUMENT RECORDING-FEB 001.1200.4506	80.00
				Total :
89922	8/13/2024	005326 RP LANDSCAPE & IRRIGATION	PARK'S LANDSCAPE MAINT-JUL MEMORIAL PARK LANDSCAPING MAINT-JUL	40.00
				Total :

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89922	8/13/2024	005326	RP LANDSCAPE & IRRIGATION	
			(Continued)	
			001.6000.4585	463.20
			POLICE STATION LANDSCAPING MAINT-JUL	
			001.2000.4585	579.00
			CITY HALL LANDSCAPING MAINT-JUL	
			042.9510.4585	579.00
			LIBRARY LANDSCAPING MAINT-JUL	
			001.6000.4585	694.80
			YMCA LANDSCAPING MAINT-JUL	
			001.6000.4585	694.80
			CORP YARD LANDSCAPING MAINT-JUL	
			004.8310.4585	463.20
			AURANTIA PARK LANDSCAPING MAINT-JUL	
			001.6000.4585	1,080.41
			COMMUNITY PARK LANDSCAPING MAINT-JUL	
			001.6000.4585	4,274.18
			CANYON OAK PARK LANDSCAPING MAINT-JUL	
			016.8540.4585	412.25
			CUNNINGHAM PARK LANSCAPING MAINT-JUL	
			016.8540.4585	524.57
			SEELEY PARK LANDSCAPING MAINT-JUL	
			016.8540.4585	346.24
			OAK CREEK PARK LANDSCAPING MIANT-JUL	
			016.8540.4585	643.84
			BOULDER MEDIAN LANDSCAPING MAINT-JUL	
			004.8310.4585	2,867.21
			LMD'S LANDSCAPING MAINT-JUL	
			LMD 00 BASELINE LANDSCAPING MAINT-JUL	
			012.8500.4585	320.35
			LMD 00 YARNELL LANDSCAPING MAINT-JUL	
			012.8500.4585	195.84
			LMD 01 LANDSCAPING MAINT-JUL	
			012.8500.4585	167.54
			LMD 01B LANDSCAPING MAINT-JUL	
			012.8500.4585	167.54
			LMD 02 LANDSCAPING MAINT-JUL	
			012.8500.4585	773.16

Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89922	8/13/2024	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			LMD 03A LANDSCAPING MAINT-JUL	
			012.8500.4585	150.55
			LMD 03B LANDSCAPING MAINT-JUL	
			012.8500.4585	150.55
			LMD 04 LANDSCAPING MAINT-JUL	
			012.8500.4585	45.28
			LMD 05 LANDSCAPING MAINT-JUL	
			012.8500.4585	94.32
			LMD 07 LANDSCAPING MAINT-JUL	
			012.8500.4585	82.63
			LMD 08 LANDSCAPING MAINT-JUL	
			012.8500.4585	186.78
			LMD 09 LANDSCAPING MAINT-JUL	
			012.8500.4585	1,137.66
			LMD 10 LANDSCAPING MAINT-JUL	
			012.8500.4585	2,217.58
			LMD 11 LANDSCAPING MAINT-JUL	
			012.8500.4585	530.90
			LMD 13 LANDSCAPING MAINT-JUL	
			012.8500.4585	139.23
			LMD 15 LANDSCAPING MAINT-JUL	
			012.8500.4585	512.79
			LMD 16 LANDSCAPING MAINT-JUL	
			012.8500.4585	54.33
			LMD 17 LANDSCAPING MAINT-JUL	
			012.8500.4585	689.38
			LMD 20 BASELINE LANDSCAPING MAINT-JUL	
			012.8500.4585	213.94
			LMD 20 STREATER LANDSCAPING MAINT-JUL	
			012.8500.4585	166.40
			LMD 21 LANDSCAPING MAINT-JUL	
			012.8500.4585	164.40
			LMD 22 LANDSCAPING MAINT-JUL	
			012.8500.4585	195.83
			LMD 24 LANDSCAPING MAINT-JUL	
			012.8500.4585	73.58

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89922	8/13/2024	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			LMD 25 LANDSCAPING MAINT-JUL 012.8500.4585	207.15
			LMD 29 LANDSCAPING MAINT-JUL 012.8500.4585	207.15
			LMD 30 LANDSCAPING MAINT-JUL 012.8500.4585	841.07
			LMD 31 LANDSCAPING MAINT-JUL 012.8500.4585	558.07
			LMD 34 LANDSCAPING MAINT-JUL 012.8500.4585	320.35
			LMD 35 LANDSCAPING MAINT-JUL 012.8500.4585	232.06
			LMD 36 LANDSCAPING MAINT-JUL 012.8500.4585	342.99
			LMD 37 LANDSCAPING MAINT-JUL 012.8500.4585	422.23
			LMD 39 LANDSCAPING MAINT-JUL 012.8500.4585	541.09
			LMD 43 LANDSCAPING MAINT-JUL 012.8500.4585	195.83
			LMD 44 LANDSCAPING MAINT-JUL 012.8500.4585	2,903.58
			LMD 47 LANDSCAPING MAINT-JUL 012.8500.4585	225.26
			LMD 48 LANDSCAPING MAINT-JUL 012.8500.4585	2,369.27
			LMD 54 LANDSCAPING MAINT-JUL 012.8500.4585	605.62
			LMD 55 LANDSCAPING MAINT-JUL 012.8500.4585	535.43
			LMD 59 LANDSCAPING MAINT-JUL 012.8500.4585	66.78
			LMD 61 LANDSCAPING MAINT-JUL 012.8500.4585	376.95
			LMD 63 LANDSCAPING MAINT-JUL 012.8500.4585	139.23

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89922	8/13/2024	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			LMD 70 LANDSCAPING MAINT-JUL	
			012.8500.4585	648.63
			LMD 76 LANDSCAPING MAINT-JUL	
			012.8500.4585	195.83
			LMD 68 LANDSCAPING MAINT-JUL	
			012.8500.4585	580.71
			LMD 69 LANDSCAPING MAINT-JUL	
			012.8500.4585	133.57
			LMD 73 LANDSCAPING MAINT-JUL	
			012.8500.4585	303.37
			Total :	35,005.48
89923	8/13/2024	003713 SATCOM GLOBAL LTD.	SATTELITE PHONES-JUL	
			SATTELITE PHONES-JUL	
			028.2050.4061	28.61
			SATTELITE PHONES-JUL	
			029.2100.4061	28.60
			SATTELITE PHONES-JUL	
			001.2000.4061	57.21
			SATTELITE PHONES-JUL	
			042.9510.4061	60.01
			Total :	174.43
89924	8/13/2024	001848 SB CO ASSESSORS OFFICE	PARCEL MAP REVISION-AUG	
			PARCEL MAP REVISION-AUG	
			001.4100.4310	2.00
			Total :	2.00
89925	8/13/2024	000487 SMART & FINAL	PARADE WATER	
			PARADE WATER	
			001.6020.4336	32.42
			BREAKROOM SUPPLIES	
			BREAKROOM SUPPLIES	
			042.9510.4200	152.04
			APPRECIATION LUNCHEON	
			APPRECIATION LUNCHEON	
			001.1600.4337	117.53

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89925	8/13/2024	000487	000487 SMART & FINAL (Continued)	Total : 301.99
89926	8/13/2024	000203	SOUTHERN CALIFORNIA EDISON	
			CUNNINGHAM PARK-JUL	
			CUNNINGHAM PARK-JUL	
			016.8540.4010	16.50
			AURANTIA PARK-JUL	
			AURANTIA PARK-JUL	
			001.6000.4010	176.13
			POLICE STATION-JUL	
			POLICE STATION-JUL	
			001.2000.4010	13,608.98
			CANYON OAK-JUL	
			CANYON OAK-JUL	
			016.8540.4010	25.63
			EVC STATIONS-JUL	
			EVC STATIONS-JUL	
			042.9510.4012	10,210.11
			STREET LIGHT ACQUISITION-SALES PH 1-JUL	
			STREET LIGHT ACQUISITION-SALES PH 1-JUL	
			013.8510.4011	16,128.83
			UPLIGHTING-JUL	
			UPLIGHTING-JUL	
			013.8510.4011	38.19
			UPLIGHTING LMD 48-JUL	
			012.8500.4010	2.86
			CITY HALL-JUL	
			CITY HALL-JUL	
			042.9510.4010	2,300.46
			CITY HALL-JUL	
			CITY HALL-JUL	
			042.9510.4010	2,407.50
			CORP YARD-JUL	
			CORP YARD-JUL	
			004.8310.4010	1,507.72
			LS3-JUL	
			LS3-JUL	
			013.8510.4011	22.80
			LIBRARY/ELC	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89927	8/13/2024	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010	40.05
			LMD 30-JUL	
			012.8500.4010	16.73
			LMD 37-JUL	
			012.8500.4010	16.26
			LMD 73-JUL	
			012.8500.4010	17.19
			LMD 48B-JUL	
			012.8500.4010	16.26
			LMD 48C-JUL	
			012.8500.4010	16.73
			LMD 70-JUL	
			012.8500.4010	17.09
			LMD 13-JUL	
			012.8500.4010	16.40
			LMD 55-JUL	
			012.8500.4010	16.50
			LMD 02-JUL	
			012.8500.4010	16.26
			LMD 35-JUL	
			012.8500.4010	16.02
			LMD 01-JUL	
			012.8500.4010	16.26
			LMD 31-JUL	
			012.8500.4010	16.26
			LMD 21-JUL	
			012.8500.4010	16.26
			LMD 00-JUL	
			012.8500.4010	16.26
			LMD 15-JUL	
			012.8500.4010	32.52
			LMD 02-JUL	
			012.8500.4010	32.28
			LMD 04-JUL	
			012.8500.4010	16.26
			LMD 07-JUL	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89927	8/13/2024	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010	14.85
			LMD 06-JUL	
			012.8500.4010	14.99
			LMD 05-JUL	
			012.8500.4010	15.78
			LMD 11-JUL	
			012.8500.4010	16.26
			LMD 02-JUL	
			012.8500.4010	16.26
			LMD 34-JUL	
			012.8500.4010	16.26
			LMD 36-JUL	
			012.8500.4010	31.58
			LMD 44-JUL	
			012.8500.4010	16.50
			LMD 17-JUL	
			012.8500.4010	69.34
			LMD 47-JUL	
			012.8500.4010	16.81
			LMD 29-JUL	
			012.8500.4010	16.26
			LMD 08-JUL	
			012.8500.4010	16.26
			LMD 09-JUL	
			012.8500.4010	16.50
			LMD 68/69-JUL	
			012.8500.4010	8.79
			Total :	14,437.38
89928	8/13/2024	000203 SOUTHERN CALIFORNIA EDISON	LS3: VARIOUS-JUL	
			LS3: VARIOUS-JUL	
			013.8510.4011	1,512.01
			LS3: VARIOUS-JUL	
			LS3: VARIOUS-JUL	
			013.8510.4011	731.45
			BASELINE MEDIAN-JUL	
			BASELINE MEDIAN-JUL	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89928	8/13/2024	000203 SOUTHERN CALIFORNIA EDISON	(Continued) 004.8310.4010	384.35
				Total : 2,627.81
89929	8/13/2024	000203 SOUTHERN CALIFORNIA EDISON	BASELINE MEDIAN-JUN BASELINE MEDIAN-JUN 004.8310.4010	241.37
				Total : 241.37
89930	8/13/2024	005698 SOUTHERN CALIFORNIA NEWS GROUP	TRAILS: PUBLICATIONS-MAY TRAILS: PUBLICATIONS-MAY 001.6100.4206 TRAILS: NEWSPAPER PUB-JUN TRAILS: NEWSPAPER PUB-JUN 001.6100.4206	574.00
				Total : 526.00
89931	8/13/2024	006150 SPECTRUM GAS PRODUCTS	FS#3: OXYGEN REFILL FS#3: OXYGEN REFILL 028.2050.4207	73.50
				Total : 73.50
89932	8/13/2024	003689 TPX COMMUNICATIONS	POLICE DEPT-AUG POLICE DEPT-AUG 001.2000.4060	215.85
				Total : 215.85
89933	8/13/2024	000222 UNDERGROUND SERVICE ALERT	MONTHLY DIG ALERT-JUL MONTHLY DIG ALERT-JUL 004.8310.4553	703.75
				Total : 703.75
89934	8/13/2024	000979 VERIZON WIRELESS	CELL PHONES/AIR CARDS-AUG CELL PHONES-JUL 001.2000.4061 AIR CARDS-JUL 001.2000.4062 CELL PHONES-JUL 001.6000.4061	169.68
				1,104.32
				71.72

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89934	8/13/2024	000979	VERIZON WIRELESS	
			(Continued)	
			CELL PHONES-JUL	
			001.6010.4061	31.42
			CELL PHONES-JUL	
			004.8310.4061	181.75
			AIR CARDS-JUL	
			004.8310.4062	38.01
			CELL PHONES-JUL	
			028.2050.4061	146.02
			AIR CARDS-JUL	
			028.2050.4062	304.08
			AIR CARDS-JUL	
			042.9510.4062	40.01
			CELL PHONES-JUL	
			042.9510.4061	987.07
			AIR CARDS-JUL	
			042.9510.4062	194.05
			NEW PHONES: FLOREZ/DURAN/AVILA	
			042.9510.4203	1,138.03
			Total :	4,406.16
89935	8/13/2024	004543	WEX BANK	
			ME543: FUEL-JUL	
			ME543: FUEL-JUL	
			028.2050.4220	42.21
			ME543: FUEL-JUL	
			029.2100.4220	42.21
			Total :	84.42
39 Vouchers for bank code : wfb				Bank total : 171,782.06
39 Vouchers in this report				Total vouchers : 171,782.06

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89936	8/20/2024	001271 ALLSTAR FIRE EQUIPMENT INC	FS#3: MAINT SUPPLIES FS#3: MAINT SUPPLIES 029.2100.4204	1,434.04
Total :				1,434.04
89937	8/20/2024	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES 100% RECYCLED POST IT NOTES 001.4100.4200 VARIOUS OFFICE SUPPLIES 001.4100.4200 IT SUPPLIES: RETURNED IT SUPPLIES: RETURNED 042.9510.4208 IT SUPPLIES: RETURNED IT SUPPLIES: RETURNED 042.9510.4208 OFFICE SUPPLIES/OFFICE FURNITURE OFFICE SUPPLIES/OFFICE FURNITURE 001.1700.4200 OFFICE SUPPLIES/OFFICE FURNITURE 001.1700.4203 3 DRAWER FILE CABINETS 3 DRAWER FILE CABINETS 029.2100.4203 3 DRAWER FILE CABINETS 028.2050.4203 IT SUPPLIES IT SUPPLIES 042.9510.4208 MISC COMM EVENTS SUPPLIES:ICE CHEST MISC COMM EVENTS SUPPLIES:ICE CHEST 001.6020.4336 NATIONAL NIGHT OUT SUPPLIES NATIONAL NIGHT OUT SUPPLIES 001.1000.4336 CABLES, KEYBOARDS, BATTERIES & ADAPTORS CABLES, KEYBOARDS, BATTERIES AND	26.98 118.57 -24.56 -49.12 47.11 96.95 177.39 177.39 82.25 306.93 99.98

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89940	8/20/2024	000774	000774 ARROWHEAD CREDIT UNION-DEPT (Continued)	Total : 110.00
89941	8/20/2024	005926	CALIFORNIA INTERGOVERNMENTAL	
			FY 24/25 CRIME BOND PREM	
			FY 24/25 CRIME BOND PREM	
			041.9500.4360	2,170.00
			FY 24/25 DEADLY WEAPON PREM	
			041.9500.4360	219.90
			FY 24/25 POLLUTION INS PREM	
			041.9500.4360	1,285.08
			FY 24/25 CYBER SEC PREM	
			041.9500.4360	4,769.23
			Total :	8,444.21
89942	8/20/2024	002480	CASC ENGINEERING & CONSULTING	
			WQP24003-APR	
			WQP24003-APR	
			001.3200.4551	840.00
			FWQ22003-APR	
			FWQ22003-APR	
			001.3200.4551	210.00
			WQP22003-APR	
			WQP22003-APR	
			001.3200.4551	105.00
			FWQ23002-APR	
			FWQ23002-APR	
			001.3200.4551	717.50
			FWQ24001-APR	
			FWQ24001-APR	
			001.3200.4551	402.50
			FWQ22003-APR	
			FWQ22003-APR	
			001.3200.4551	280.00
			FWQ21007-APR	
			FWQ21007-APR	
			001.3200.4551	140.00
			FWQ22003-APR	
			FWQ22003-APR	
			001.3200.4551	140.00
			FWQ22001-APR	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89942	8/20/2024	002480	CASC ENGINEERING & CONSULTING (Continued) FWQ22001-APR 001.3200.4551 WQP22008-APR WQP22008-APR 001.3200.4551 FWQ20002-APR FWQ20002-APR 001.3200.4551	140.00 420.00 280.00 Total : 3,675.00
89943	8/20/2024	006099	CHARTER COMMUNICATIONS CITY HALL: TELE/INT-AUG CITY HALL: TELE/INT-AUG 042.9510.4065	1,739.52 Total : 1,739.52
89944	8/20/2024	006099	CHARTER COMMUNICATIONS PD: TELE/INT-AUG PD: TELE/INT-AUG 001.2000.4065	1,051.13 Total : 1,051.13
89945	8/20/2024	006099	CHARTER COMMUNICATIONS CORP YARD: TELE/INT-AUG CORP YARD: TELE/INT-AUG 004.8310.4060	818.68 Total : 818.68
89946	8/20/2024	006099	CHARTER COMMUNICATIONS FS#3: TELE/INT-AUG FS#3: TELE/INT-AUG 028.2050.4065 FS#3: TELE/INT-AUG 029.2100.4065	137.96 137.96 Total : 275.92
89947	8/20/2024	006099	CHARTER COMMUNICATIONS FS#1: TELE/INT-AUG FS#1: TELE/INT-AUG 028.2050.4065 FS#1: TELE/INT-AUG 029.2100.4065	119.14 119.13

Voucher List
CITY OF HIGHLAND

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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89947	8/20/2024	006099	006099 CHARTER COMMUNICATIONS (Continued)	Total : 238.27
89948	8/20/2024	006099	CHARTER COMMUNICATIONS	
			FS#2: TELE/INT-AUG	
			FS#2: TELE/INT-AUG	
			028.2050.4065	75.49
			FS#2: TELE/INT-AUG	
			029.2100.4065	75.48
				Total : 150.97
89949	8/20/2024	005553	CLARK PEST CONTROL OF STOCKTON	
			FS#1 PEST CONTROL	
			FS#1 PEST CONTROL	
			028.2050.4589	26.50
			FS#1 PEST CONTROL	
			029.2100.4589	26.50
			FS#2 PEST CONTROL	
			FS#2 PEST CONTROL	
			028.2050.4589	26.50
			FS#2 PEST CONTROL	
			029.2100.4589	26.50
			FS#3 PEST CONTROL	
			FS#3 PEST CONTROL	
			028.2050.4589	26.50
			FS#3 PEST CONTROL	
			029.2100.4589	26.50
			YMCA PEST CONTROL	
			YMCA PEST CONTROL	
			001.6000.4589	109.00
			CITY HALL PEST CONTROL	
			CITY HALL PEST CONTROL	
			042.9510.4589	72.00
			PD PEST CONTROL	
			PD PEST CONTROL	
			001.2000.4589	111.00
			CORP YARD PEST CONTROL	
			CORP YARD PEST CONTROL	
			004.8310.4589	84.00
				Total : 535.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89950	8/20/2024	005313 COUNTY OF SAN BERNARDINO, HUMAN	PRE EMPLOYMENT TESTING: PRADO, E PRE EMPLOYMENT TESTING: PRADO, E 001.1600.4235	293.57 Total : 293.57
89951	8/20/2024	000744 D&T AUTO REPAIR	VEH# 124 MAINT VEH# 124 MAINT 042.9510.4240	322.91 Total : 322.91
89952	8/20/2024	000213 DAILY JOURNAL CORPORATION	CUP23010 NEWSPAPER PUBLICATIONS CUP23010 NEWSPAPER PUBLICATIONS 001.1200.4300	315.10
			NIB 2024-04 NEWSPAPER PUBLICATIONS NIB 2024-04 NEWSPAPER PUBLICATIONS 001.1200.4300	271.40
			NIB 2024-02 NEWSPAPER PUBLICATIONS NIB 2024-02 NEWSPAPER PUBLICATIONS 001.1200.4300	1,044.20
			NIB 2024-05 NEWSPAPER PUBLICATIONS NIB 2024-05 NEWSPAPER PUBLICATIONS 001.1200.4300	1,090.20
			CUP23009 NEWSPAPER PUBLICATIONS CUP23009 NEWSPAPER PUBLICATIONS 001.1200.4300	294.40 Total : 3,015.30
89953	8/20/2024	000085 EAST VALLEY WATER DISTRICT	ATHLETIC CTR-JUL ATHLETIC CTR-JUL 001.6000.4030	295.68
			COMMUNITY PARK-JUL COMMUNITY PARK-JUL 001.6000.4030	13,254.11
			LMD 34-JUL LMD 34-JUL 012.8500.4030	173.94
			LMD 30-JUL LMD 30-JUL	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89953	8/20/2024	000085	EAST VALLEY WATER DISTRICT	
			(Continued)	
			012.8500.4030	243.01
			LMD 10-JUL	
			LMD 10-JUL	
			012.8500.4030	2,001.60
			OAK CREEK PARK-JUL	
			OAK CREEK PARK-JUL	
			016.8540.4030	2,236.70
			LMD 10-JUL	
			LMD 10-JUL	
			012.8500.4030	952.46
			COMMUNITY PARK-JUL	
			COMMUNITY PARK-JUL	
			001.6000.4030	57.70
			COMM CTR-JUL	
			COMM CTR-JUL	
			001.6000.4030	57.70
			STR & STRM DRN #21-JUL	
			STR & STRM DRN #21-JUL	
			024.8470.4030	51.44
			CORP YARD-JUL	
			CORP YARD-JUL	
			004.8310.4030	1,481.14
			COMM CTR: IRRIGATION-JUL	
			COMM CTR: IRRIGATION-JUL	
			001.6000.4030	970.05
			LIBRARY/ELC-JUL	
			LIBRARY/ELC-JUL	
			001.6000.4030	774.80
			YMCA COMMUNITY PARK-JUL	
			YMCA COMMUNITY PARK-JUL	
			001.6000.4030	230.37
			CORP YARD-JUL	
			CORP YARD-JUL	
			004.8310.4030	154.32
			LIBRARY/ELC-JUL	
			LIBRARY/ELC-JUL	
			001.6000.4030	545.88

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89953	8/20/2024	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			ATHLETIC CTR-JUL	
			ATHLETIC CTR-JUL	
			001.6000.4030	40.14
			CUNNINGHAM PARK-JUL	
			CUNNINGHAM PARK-JUL	
			016.8540.4030	2,959.40
			LIBRARY/ELC-JUL	
			LIBRARY/ELC-JUL	
			001.6000.4030	75.27
			CORP YARD-JUL	
			CORP YARD-JUL	
			004.8310.4030	77.38
			Total :	26,633.09
89954	8/20/2024	000085 EAST VALLEY WATER DISTRICT	LMD 17B-AUG	
			LMD 17B-AUG	
			012.8500.4030	455.32
			LMD 11-AUG	
			LMD 11-AUG	
			012.8500.4030	692.00
			LMD 17D-AUG	
			LMD 17D-AUG	
			012.8500.4030	121.42
			LMD 25-AUG	
			LMD 25-AUG	
			012.8500.4030	173.94
			LMD 17C-AUG	
			LMD 17C-AUG	
			012.8500.4030	280.10
			LMD 76-AUG	
			LMD 76-AUG	
			012.8500.4030	288.96
			LMD 17A-AUG	
			LMD 17A-AUG	
			012.8500.4030	113.62
			LMD 43-AUG	
			LMD 43-AUG	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89954	8/20/2024	000085 EAST VALLEY WATER DISTRICT	(Continued) 012.8500.4030 LMD 55-AUG LMD 55-AUG 012.8500.4030 LMD 47-AUG LMD 47-AUG 012.8500.4030 SEELEY PK-AUG SEELEY PK-AUG 016.8540.4030 LMD 16-AUG LMD 16-AUG 012.8500.4030	306.74 1,155.88 240.64 366.50 62.24
Total :				4,257.36
89955	8/20/2024	006202 EVER FENCE CORPORATION	PRK23001 RET REL CON PROP 68 PRK23001 RET REL CON PROP 68 027.1350	 10,600.32
Total :				10,600.32
89956	8/20/2024	000266 FAIRVIEW FORD SALES INC	VEH#127: TIRE REPLACEMENT VEH#127: TIRE REPLACEMENT 001.4600.4240	 942.10
Total :				942.10
89957	8/20/2024	002617 FERGUSON ENTERPRISES LLC	LIBRARY: PLUMBLING SUPPLIES LIBRARY: PLUMBLING SUPPLIES 001.6000.4070	 207.12
Total :				207.12
89958	8/20/2024	005567 FIRE APPARATUS SOLUTIONS	ME541: SMALL TOOLS ME541: SMALL TOOLS 028.2050.4245 ME541: SMALL TOOLS 029.2100.4245	 118.37
Total :				118.36
89959	8/20/2024	006292 GEAR GRID LLC	FS#2: GEAR LOCKERS W/O DOORS	
Total :				236.73

Voucher List
CITY OF HIGHLAND

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Voucher	Date	Vendor	Description/Account	Amount
89959	8/20/2024	006292 GEAR GRID LLC	(Continued) FS#2: GEAR LOCKERS W/O DOORS 029.2100.4070 FS#2: GEAR LOCKERS W/O DOORS 028.2050.4070	3,754.50 3,754.50 Total : 7,509.00
89960	8/20/2024	006187 GREASE MONKEY #977	VEH#133: MAINT VEH#133: MAINT 001.4500.4240 VEH#128: MAINT VEH#128: MAINT 042.9510.4240	118.25 Total : 222.65
89961	8/20/2024	000127 K & L HARDWARE	CORP YARD: MISC SUPPLIES CORP YARD: MISC SUPPLIES 004.8310.4206 FS#2: PLUMBING MAINT FS#2: PLUMBING MAINT 028.2050.4206 FS#2: PLUMBING MAINT 029.2100.4206 FS#1: MISC SUPPLIES FS#1: MISC SUPPLIES 028.2050.4206 FS#1: MISC SUPPLIES 029.2100.4206 FS#3: MISC SUPPLIES FS#3: MISC SUPPLIES 028.2050.4206 FS#3: MISC SUPPLIES 029.2100.4206 FS#1: MISC SUPPLIES FS#1: MISC SUPPLIES 028.2050.4206 FS#1: MISC SUPPLIES 029.2100.4206	17.22 57.04 57.03 35.51 35.50 60.32 60.32 41.24 41.23

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89961	8/20/2024	000127 K & L HARDWARE	(Continued)	
			FS#2: MISC SUPPLIES	
			FS#2: MISC SUPPLIES	
			028.2050.4206	12.38
			FS#2: MISC SUPPLIES	
			029.2100.4206	12.38
			FS#3: MISC SUPPLIES	
			FS#3: MISC SUPPLIES	
			028.2050.4206	42.09
			FS#3: MISC SUPPLIES	
			029.2100.4206	42.08
			FS#2: MISC SUPPLIES	
			FS#2: MISC SUPPLIES	
			028.2050.4206	34.37
			FS#2: MISC SUPPLIES	
			029.2100.4206	34.37
			FS#2: BLDG SUPPLIES	
			FS#2: BLDG SUPPLIES	
			028.2050.4070	11.27
			FS#2: BLDG SUPPLIES	
			029.2100.4070	11.27
			CORP YARD: MISC SUPPLIES	
			CORP YARD: MISC SUPPLIES	
			004.8310.4070	91.53
			CITY HALL: KEYS	
			CITY HALL: KEYS	
			042.9510.4070	2.54
			CORP YARD: MISC SUPPLIES	
			CORP YARD: MISC SUPPLIES	
			004.8310.4206	14.63
			CODE ENF: MISC SUPPLIES	
			001.4600.4240	20.46
			CITY HALL: KEYS	
			CITY HALL: KEYS	
			042.9510.4070	9.87
			CORP YARD: MISC SUPPLIES	
			CORP YARD: MISC SUPPLIES	
			004.8310.4206	12.05

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89961	8/20/2024	000127 K & L HARDWARE	(Continued) PD: MISC SUPPLIES/KEYS PD: MISC SUPPLIES/KEYS 001.2000.4206 CORP YARD: MISC SUPPLIES CORP YARD: MISC SUPPLIES 004.8310.4206	60.25 21.54 Total : 838.49
89962	8/20/2024	000207 KONICA MINOLTA	PLANNING: HP4240N PRINTER RPLMT PLANNING: HP4240N PRINTER RPLMT 042.9510.4203	611.40 Total : 611.40
89963	8/20/2024	006185 KORMEX CONSTRUCTION INC	TRA23002 CON GCF RET REL TRA23002 CON GCF RET REL 023.1350	6,985.00 Total : 6,985.00
89964	8/20/2024	006314 LEDESMA, HAZEL	REFUND CLOSED LICENSE #12856 REFUND CLOSED LICENSE #12856 001.1450.7450 REFUND CLOSED LICENSE #12856 051.1493	50.00 4.00 Total : 54.00
89965	8/20/2024	001439 OFFICE SOLUTIONS	OFFICE SUPPLIES 30% RECYCLED COPY PAPER 042.9510.4200 30% RECYCLED 11X17 COPY PAPER 042.9510.4200 30% RECYCLED COLORED COPY PAPER 042.9510.4200 OFFICE SUPPLIES OFFICE SUPPLIES 001.0500 OFFICE SUPPLIES OFFICE SUPPLIES	633.81 34.17 244.62 45.90

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89965	8/20/2024	001439 OFFICE SOLUTIONS	(Continued) 001.0500 OFFICE SUPPLIES-RETURN OFFICE SUPPLIES-RETURN 001.0500	6.20 -6.20
Total :				958.50
89966	8/20/2024	005099 OMEGA INDUSTRIAL SUPPLY, INC.	GRAFFITI REMOVAL SUPPLIES GRAFFITI REMOVAL SUPPLIES 001.6010.4206	 257.55
Total :				257.55
89967	8/20/2024	000192 SAM'S CLUB/SYNCHRONY BANK	FS#1-3: PALLET OF WATER FS#1-3: PALLET OF WATER 029.2100.4576 NAT'L NIGHT OUT SUPPLIES NAT'L NIGHT OUT SUPPLIES 001.6020.4336	 555.00
Total :				148.05
89968	8/20/2024	000030 SAN BERNARDINO COUNTY SHERIFFS	POLICE SVC ARPA1-AUG POLICE SVC ARPA1-AUG 030.8495.4560 POLICE SVC ARPA2-AUG 030.8495.4560 POLICE SVC-AUG 001.2000.4560	 366,773.29
Total :				1,086,688.00
89969	8/20/2024	005304 SAN BERNARDINO VALLEY	CITY SHARE WASH PLAN #5 (PLAN B) CITY SHARE WASH PLAN #5 (PLAN B) 001.3200.4605 CITY SHARE OF WASH PLAN PERMITTING COST CITY SHARE OF WASH PLAN PERMITTING COST 001.3200.4605	 4,625.36
Total :				725.00
89970	8/20/2024	000024 SB CO DEPT OF PUBLIC WORKS	SHARED TRAFFIC SIGNAL 4/1-06/30/24 SHARED TRAFFIC SIGNAL 4/1-06/30/24	 5,350.36

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89974	8/20/2024	000203 SOUTHERN CALIFORNIA EDISON	LS3-JUL LS3-JUL 013.8510.4011	99.66 Total : 99.66
89975	8/20/2024	006127 STAPLES BUSINESS CREDIT	TONERS & VARIOUS OFFICE SUPPLIES 30% RECYCLED STENO PADS 029.2100.4200 30% RECYCLED STENO PADS 028.2050.4200 30% RECYCLED COPY PAPER 029.2100.4200 30% RECYCLED COPY PAPER 028.2050.4200 TONERS & VARIOUS OFFICE SUPPLIES 029.2100.4200 TONERS & VARIOUS OFFICE SUPPLIES 028.2050.4200	12.01 12.01 18.75 18.74 244.60 244.60 Total : 550.71
89976	8/20/2024	000075 THE COUNSELING TEAM INT'L	EMPLOYEE SUPPORT SERVICES 2024/2025 EMPLOYEE SUPPORT SVCS - JUL 001.1600.4537	220.00 Total : 220.00
89977	8/20/2024	003044 THOMSON REUTERS WEST	CODE BOOKS-AUG CODE BOOKS-AUG 001.1200.4626	1,577.67 Total : 1,577.67
89979	8/20/2024	004920 TKE ENGINEERING	GENERAL ENG SRVS CAPITAL PROJECTS-JUN GENERAL ENG SRVS CAPITAL PROJECTS-JUN 023.3890.4550 OLA24001 NON PART PM MSRI-JUN OLA24001 NON PART PM MSRI-JUN 017.8350.6550 SDR17001 PM NON PART PM DIF LOC-JUN SDR17001 PM NON PART PM DIF LOC-JUN	140.00 172.50

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89979	8/20/2024	004920 TKE ENGINEERING	(Continued)	
			007.8330.6600	862.50
			SIG21001NON PART PM GCF-JUN	
			SIG21001NON PART PM GCF-JUN	
			023.3890.4550	115.00
			STR07004A PM NON PART ARPA2-JUN	
			STR07004A PM NON PART ARPA2-JUN	
			030.8495.6600	632.50
			STR17002 PM CCF 2017-JUN	
			STR17002 PM CCF 2017-JUN	
			027.8490.6550	1,380.00
			STR18001 PM NON PART ARPA2-JUN	
			STR18001 PM NON PART ARPA2-JUN	
			030.8495.6550	345.00
			STR22002 PM NON PART MSRI-JUN	
			STR22002 PM NON PART MSRI-JUN	
			017.8350.6530	2,127.50
			STR23002 PM NON PART RDA07-JUN	
			STR23002 PM NON PART RDA07-JUN	
			010.3830.6550	230.00
			STR23003A PM NON PART MSRI-JUN	
			STR23003A PM NON PART MSRI-JUN	
			017.8350.6550	143.75
			STR23003 PM NON PART MSRI-JUN	
			STR23003 PM NON PART MSRI-JUN	
			017.8350.6550	143.75
			SWK19001 NON PART PM MSRI-JUN	
			SWK19001 NON PART PM MSRI-JUN	
			017.8350.6545	115.00
			TRA20001 NON PART PM GCF-JUN	
			TRA20001 NON PART PM GCF-JUN	
			023.3890.6816	115.00
			STI23008 MISC PERMITS/INSP:MAY-JUN	
			STI23008 MISC PERMITS/INSP:MAY-JUN	
			001.3200.4551	371.00
			STI22008 MISC PERMITS/INSP-JUN	
			STI22008 MISC PERMITS/INSP-JUN	
			001.3200.4551	530.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89979	8/20/2024	004920 TKE ENGINEERING	(Continued)	
			WIN22003 MISC PERMITS/INSP-JUN	
			WIN22003 MISC PERMITS/INSP-JUN	
			001.3200.4551	159.00
			WIN23002 MISC PERMITS/INSP-JUN	
			WIN23002 MISC PERMITS/INSP-JUN	
			001.3200.4551	318.00
			EXE24005 MISC PERMITS/INSP-MAY-JUN	
			EXE24005 MISC PERMITS/INSP-MAY-JUN	
			001.3200.4551	636.00
			RGI22003 MISC PERMITS/INSP-MAY-JUN	
			RGI22003 MISC PERMITS/INSP-MAY-JUN	
			001.3200.4551	159.00
			STI24004 MISC PERMITS/INSP-JUN	
			STI24004 MISC PERMITS/INSP-JUN	
			001.3200.4551	1,325.00
			EXE24004 MISC PERMITS/INSP-JUN	
			EXE24004 MISC PERMITS/INSP-JUN	
			001.3200.4551	1,378.00
			PGI24003 MISC PERMITS/INSP-JUN	
			PGI24003 MISC PERMITS/INSP-JUN	
			001.3200.4551	1,961.00
			STI23004 MISC PERMITS/INSP-JAN-JUN	
			STI23004 MISC PERMITS/INSP-JAN-JUN	
			001.3200.4551	212.00
			HYD23007 MISC PERMITS/INSP-JAN-JUN	
			HYD23007 MISC PERMITS/INSP-JAN-JUN	
			001.3200.4551	1,030.00
			PGC23009 MISC PERMITS/INSP-MAY-JUN	
			PGC23009 MISC PERMITS/INSP-MAY-JUN	
			001.3200.4551	65.00
			STC24002 MISC PERMITS/INSP-JUN	
			STC24002 MISC PERMITS/INSP-JUN	
			001.3200.4551	165.00
			PGC23005 MISC PERMITS/INSP-JUN	
			PGC23005 MISC PERMITS/INSP-JUN	
			001.3200.4551	220.00
			PGC23010 MISC PERMITS/INSP-JUN	

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89979	8/20/2024	004920 TKE ENGINEERING	(Continued)	
			PGC23010 MISC PERMITS/INSP-JUN 001.3200.4551	302.50
			PGC23012 MISC PERMITS/INSP-MAY-JUN PGC23012 MISC PERMITS/INSP-MAY-JUN 001.3200.4551	220.00
			HYD24001 MISC PERMITS/INSP-MAY-JUN HYD24001 MISC PERMITS/INSP-MAY-JUN 001.3200.4551	455.00
			PGC24001 MISC PERMITS/INSP-MAY-JUN PGC24001 MISC PERMITS/INSP-MAY-JUN 001.3200.4551	120.00
			STC23007 MISC PERMITS/INSP-MAR-JUN STC23007 MISC PERMITS/INSP-MAR-JUN 001.3200.4551	217.50
			HYD23011 MISC PERMITS/INSP:MAR-JUN HYD23011 MISC PERMITS/INSP-MAR-JUN 001.3200.4551	72.50
			PGC23011 MISC PERMITS/INSP-MAR-JUN PGC23011 MISC PERMITS/INSP-MAR-JUN 001.3200.4551	691.50
			HYD24005 MISC PERMITS/INSP-MAY-JUN HYD24005 MISC PERMITS/INSP-MAY-JUN 001.3200.4551	75.00
			PGC24004 MISC PERMITS/INSP-MAY-JUN PGC24004 MISC PERMITS/INSP-MAY-JUN 001.3200.4551	910.00
			HYD24006 MISC PERMITS/INSP-MAY-JUN HYD24006 MISC PERMITS/INSP-MAY-JUN 001.3200.4551	385.00
			RGC24001 MISC PERMITS/INSP-MAY-JUN RGC24001 MISC PERMITS/INSP-MAY-JUN 001.3200.4551	1,155.00
			RGC24002 MISC PERMITS/INSP-JUN RGC24002 MISC PERMITS/INSP-JUN 001.3200.4551	1,045.00
			34223005 EVWD PERMITS/INSP-JUN 34223005 EVWD PERMITS/INSP-JUN	

Voucher List
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Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89979	8/20/2024	004920 TKE ENGINEERING	(Continued)	
			001.3200.4551	583.00
			FIXED FEE AT&T PERMITS/INSP-MAY-JUN	
			FIXED FEE AT&T PERMITS/INSP-MAY-JUN	
			001.3200.4551	212.00
			FIXED FEE SCG PERMITS/INSP-JUN	
			FIXED FEE SCG PERMITS/INSP-JUN	
			001.3200.4551	795.00
			35124002 SCG PERMITS/INSP-JUN	
			35124002 SCG PERMITS/INSP-JUN	
			001.3200.4551	318.00
			35124003 SCG PERMITS/INSP-JUN	
			35124003 SCG PERMITS/INSP-JUN	
			001.3200.4551	477.00
			FIXED FEE SCE PERMITS/INSP-JUN	
			FIXED FEE SCE PERMITS/INSP-JUN	
			001.3200.4551	1,643.00
			35323175 SCE PERMITS/INSP-JUN	
			35323175 SCE PERMITS/INSP-JUN	
			001.3200.4551	212.00
			FIXED FEES SPECTRUM PERMITS/INSP-JUN	
			FIXED FEES SPECTRUM PERMITS/INSP-JUN	
			001.3200.4551	360.50
			EXE20001 EVWD PERMITS/INSP-JUN	
			EXE20001 EVWD PERMITS/INSP-JUN	
			001.3200.4551	159.00
			LDR22004 MISC PERMITS/INSP-JUN	
			LDR22004 MISC PERMITS/INSP-JUN	
			001.3200.4551	357.50
			PGI24001 MISC PERMITS/INSP-JUN	
			PGI24001 MISC PERMITS/INSP-JUN	
			001.3200.4551	318.00
			PGI23009 MISC PERMITS/INSP-JUN	
			PGI23009 MISC PERMITS/INSP-JUN	
			001.3200.4551	583.00
			Total :	26,718.50
89980	8/20/2024	004257 TRANE U.S. INC.	LIBRARY: HVAC SYS MAINT-NOT TO EXCEED 8	

Voucher List
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Voucher	Date	Vendor	Description/Account	Amount
89980	8/20/2024	004257 TRANE U.S. INC.	(Continued) LIBRARY: HVAC SYS MAINT-NOT TO EXCEED 8 001.6000.4588 YMCA: HVAC SYS MAINT-NOT TO EXCEED 8 HRS YMCA: HVAC SYS MAINT-NOT TO EXCEED 8 HRS 001.6000.4588	1,570.28 2,626.28 Total : 4,196.56
89981	8/20/2024	006072 TRENCH SHORING COMPANY	PERMA PATCH PERMA PATCH 004.8310.4206	 2,170.31 Total : 2,170.31
89982	8/20/2024	000222 UNDERGROUND SERVICE ALERT	REGULATORY FEE-JUL REGULATORY FEE-JUL 004.8310.4553	 348.82 Total : 348.82
89983	8/20/2024	005337 VAN LANT & FANKHANEL, LLP	CITY AUDIT 23/24 CITY AUDIT 23/24 001.1700.4510	 12,000.00 Total : 12,000.00
89984	8/20/2024	000233 WAXIE SANITARY SUPPLY	FS#2: JANITORIAL SUPPLIES FS#2: JANITORIAL SUPPLIES 028.2050.4055 FS#2: JANITORIAL SUPPLIES 029.2100.4055 FS #2: 65% RECYCLE SUPPLIES 028.2050.4055 FS #2: 65% RECYCLE SUPPLIES 029.2100.4055	 116.91 116.87 45.57 45.56 Total : 324.91
89985	8/20/2024	000237 WILLDAN ASSOCIATES	BLDG & SAFETY PLAN CHECK-JUL BLDG & SAFETY PLAN CHECK-JUL 001.4500.4540 BLDG & SAFETY INSP-JUL BLDG & SAFETY INSP-JUL	 11,528.75

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89985	8/20/2024	000237 WILLDAN ASSOCIATES	(Continued)	
			001.4500.4540	15,380.00
			BLDG & SAFETY PERMIT TECH-JUL	
			BLDG & SAFETY PERMIT TECH-JUL	
			001.4500.4540	7,865.00
			GREENSPOT AT BLOSSOM LT TURN STDY-MAR	
			GREENSPOT AT BLOSSOM LT TURN STDY-MAR	
			023.3890.4550	6,506.38
			Total :	41,280.13

49 Vouchers for bank code : wfb

Bank total : 1,391,122.47

49 Vouchers in this report

Total vouchers : 1,391,122.47

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
933	8/23/2024	000003	ICMA RETIREMENT TRUST-457	
			ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment	
			001.1170	10,056.45
			ICMA DEFERRED COMP 457: Payment	
			004.1170	1,974.98
			ICMA DEFERRED COMP 457: Payment	
			042.1170	164.99
			ICMA DEFERRED COMP 457: Payment	
			070.1170	211.90
			ICMA DEFERRED COMP 457: Payment	
			010.1170	794.99
			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	21.25
			ICMA DEFERRED COMP 457: Payment	
			024.1170	12.00
			ICMA DEFERRED COMP 457: Payment	
			041.1170	185.85
			Total :	13,447.41
934	8/23/2024	000119	INTERNAL REVENUE SERVICE	
			FEDERAL TAXES: PAYMENT	
			MEDICARE: Payment	
			023.1140	27.48
			MEDICARE: Payment	
			024.1140	5.52
			MEDICARE: Payment	
			041.1140	85.70
			MEDICARE: Payment	
			042.1140	155.52
			MEDICARE: Payment	
			070.1140	153.04
			FEDERAL TAXES: Payment	
			001.1120	13,690.19

Voucher List
CITY OF HIGHLAND

08/21/2024 10:25:20AM

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
935	8/23/2024	000004	PUBLIC EMPLOYEE RETIREMENT SYS	
			EPMC: PAYMENT	
			PERS: Payment	
			024.1145	26.55
			PERS: Payment	
			041.1145	458.79
			PERS: Payment	
			042.1145	785.51
			PERS: Payment	
			070.1145	939.76
			PERS SURVIVOR: Payment	
			001.1145	25.44
			PERS SURVIVOR: Payment	
			004.1145	4.65
			PERS SURVIVOR: Payment	
			010.1145	1.06
			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	0.33
			PERS SURVIVOR: Payment	
			042.1145	1.75
			PERS SURVIVOR: Payment	
			070.1145	0.67
			EPMC: Payment	
			001.1145	531.70
			EPMC: Payment	
			004.1145	96.35
			EPMC: Payment	
			012.1145	3.01
			EPMC: Payment	
			016.1145	3.01

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
936	8/23/2024	000001	CALIF STATE EMPLOYMENT (Continued)	
			023.1130 STATE TAXES: Payment	20.37
			024.1130 STATE TAXES: Payment	6.06
			041.1130 STATE TAXES: Payment	193.38
			042.1130 STATE TAXES: Payment	126.66
			070.1130	300.03
			Total :	7,501.05
89986	8/23/2024	003804	AFLAC WWHQ	
			AFLAC ACCIDENT INSURANCE: PAYMENT	
			AFLAC HOSPITAL INSURANCE: Payment	
			070.1181	1.64
			AFLAC DENTAL: Payment	
			001.1181	19.56
			AFLAC SPECIFIED HEALTH INS: Payment	
			001.1181	12.40
			AFLAC SPECIFIED HEALTH INS: Payment	
			012.1181	1.48
			AFLAC SPECIFIED HEALTH INS: Payment	
			016.1181	1.48
			AFLAC AFTER TAX HOSP INSURANCE: Payment	
			001.1181	13.40
			AFLAC AFTER TAX HOSP INSURANCE: Payment	
			012.1181	6.71
			AFLAC AFTER TAX HOSP INSURANCE: Payment	
			016.1181	6.71
			AFLAC ACCIDENT INSURANCE: Payment	
			001.1181	132.68
			AFLAC ACCIDENT INSURANCE: Payment	
			004.1181	15.36
			AFLAC ACCIDENT INSURANCE: Payment	
			012.1181	3.58
			AFLAC ACCIDENT INSURANCE: Payment	
			016.1181	3.54

Voucher List
CITY OF HIGHLAND

Bank code : wfb

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Description/Account</u>	<u>Amount</u>
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Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
937	8/26/2024	000119	INTERNAL REVENUE SERVICE	
			MEDICARE: PAYMENT	
			MEDICARE: Payment	
			004.1140	0.82
			MEDICARE: Payment	
			042.1140	15.48
			Total :	16.30
938	8/26/2024	000004	PUBLIC EMPLOYEE RETIREMENT SYS	
			PERS: PAYMENT	
			PERS: Payment	
			004.1145	4.62
			PERS: Payment	
			042.1145	87.67
			Total :	92.29
2 Vouchers for bank code : wfb				Bank total : 108.59
2 Vouchers in this report				Total vouchers : 108.59

Voucher List
CITY OF HIGHLAND

08/27/2024 12:24:18PM

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89987	8/27/2024	001271 ALLSTAR FIRE EQUIPMENT INC	FS#2: EQUIP FS#2: EQUIP 029.2100.6060	259.57 Total : 259.57
89988	8/27/2024	005771 AMAZON CAPITAL SERVICES	OFFICE SUPPLIES OFFICE SUPPLIES 001.4600.4200	14.95 Total : 14.95
89989	8/27/2024	003445 BOOT BARN, INC.	UNIFORM BOOTS: COLEMAN UNIFORM BOOTS: COLEMAN 001.6000.4249 UNIFORM BOOTS: PECK UNIFORM BOOTS: PECK 001.6000.4249 UNIFORM BOOTS: RAMOS UNIFORM BOOTS: RAMOS 004.8310.4249 UNIFORM BOOTS: HALLOWAY UNIFORM BOOTS: HALLOWAY 001.6010.4249	175.00 175.00 175.00 Total : 698.99
89990	8/27/2024	005926 CALIFORNIA INTERGOVERNMENTAL	FY 24-25 TERMINATION PREM FY 24-25 TERMINATION PREM 041.9500.4360 FY 24-25 DEDUCT BUYDOWN PREM 041.9500.4360 FY 24/25 KYND (CYBER) PREM 041.9500.4360	3,020.98 5,658.61 761.96 Total : 9,441.55
89991	8/27/2024	002480 CASC ENGINEERING & CONSULTING	WQP22005-JUL WQP22005-JUL 001.3200.4551 WQP22010-JUL	367.50

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89993	8/27/2024	000143	COMMUNITY WORKS DESIGN GROUP (Continued)	
			DRA21007 PLAN CHECK-JUL 001.4100.4547	333.10
			DRA21013 PLAN CHECK-JUL DRA21013 PLAN CHECK-JUL 001.4100.4547	620.00
			DRA22011 PLAN CHECK-JUL DRA22011 PLAN CHECK-JUL 001.4100.4547	232.50
			DRA22022 PLAN CHECK-JUL DRA22022 PLAN CHECK-JUL 001.4100.4547	77.50
			DRA23008 PLAN CHECK-JUL DRA23008 PLAN CHECK-JUL 001.4100.4547	564.50
			CUP23006(DRA23011) PLAN CHECK-JUL CUP23006(DRA23011) PLAN CHECK-JUL 001.4100.4547	930.00
			CUP21003 PLAN CHECK-JUL CUP21003 PLAN CHECK-JUL 001.4100.4547	465.00
			CUP23006 PLAN CHECK-JUL CUP23006 PLAN CHECK-JUL 001.4100.4547	177.00
			DRA24004 PLAN CHECK-JUL DRA24004 PLAN CHECK-JUL 001.4100.4547	620.00
			DRA24005 PLAN CHECK-JUL DRA24005 PLAN CHECK-JUL 001.4100.4547	775.00
			PLAN CHECK-HIGHLAND VILL PLAZA-JUL PLAN CHECK-HIGHLAND VILL PLAZA-JUL 001.4100.4547	697.50
			Total :	6,212.70
89994	8/27/2024	000213	DAILY JOURNAL CORPORATION ELECTION: NEWSPAPER PUB ELECTION: NEWSPAPER PUB 001.1200.4300	209.30

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89994	8/27/2024	000213	000213 DAILY JOURNAL CORPORATION (Continued)	Total : 209.30
89995	8/27/2024	003360	DIRECTV PD: SATTELITE CABLE-AUG PD SATTELITE CABLE-AUG 001.2000.4065	999.77 Total : 999.77
89996	8/27/2024	002190	ENGINEERING RESOURCES OF SO CA SDR06002 DE LOCAL RDA07-JUL SDR06002 DE LOCAL RDA07-JUL 010.3830.6600 OLA23002 DE MSRI-JUL OLA23002 DE MSRI-JUL 017.8350.6550 TRA20001 NP PM GCF-JUL TRA20001 NP PM GCF-JUL 023.3890.6816 SDR17001 NP PM DIF LOCAL-JUL SDR17001 NP PM DIF LOCAL-JUL 007.8330.6600 SDR06002 NP PM LOCAL RDA07-JUL SDR06002 NP PM LOCAL RDA07-JUL 010.3830.6600 STR07004A NP PM ARPA2-JUL STR07004A NP PM ARPA2-JUL 030.8495.6600	5,305.20 12,122.50 1,856.25 907.50 247.50 660.00 Total : 21,098.95
89997	8/27/2024	006305	EVENT DESIGN LAB CHAMBER SOUND SYSTEM CHAMBER SOUND SYSTEM 030.8495.4349	1,500.00 Total : 1,500.00
89998	8/27/2024	005358	FLEET SERVICES INC FS#2: DEF & ANTIFREEZE FS#2: DEF 028.2050.4220 FS#2: DEF 029.2100.4220 FS#2: ANTIFREEZE 028.2050.4240	94.29 94.28 26.41

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
89998	8/27/2024	005358 FLEET SERVICES INC	(Continued) FS#2: ANTIFREEZE 029.2100.4240	26.41
Total :				241.39
89999	8/27/2024	005018 FLYERS ENERGY, LLC	FUEL-AUG FUEL-AUG 001.2000.4220 FUEL-AUG 001.4200.4220 FUEL-AUG 001.4600.4220 FUEL-AUG 001.6000.4220 FUEL-AUG 004.8310.4220 FUEL-AUG 028.2050.4220 FUEL-AUG 029.2100.4220 FUEL-AUG 042.9510.4220	4,407.23 52.26 176.48 154.46 579.21 974.70 974.70 38.64
Total :				7,357.68
90000	8/27/2024	006146 FM THOMAS AIR CONDITIONING	YMCA: HVAC REPAIR YMCA: HVAC REPAIR 001.6000.4588 LIBRARY: HVAC REPAIR LIBRARY: HVAC REPAIR 001.6000.4588	945.68 1,716.00
Total :				2,661.68
90001	8/27/2024	002710 HERNANDEZ, KROONE & ASSOCIATES	BRG07001 PM NP ARPA2-JUL BRG07001 PM NP ARPA2-JUL 030.8495.6813 BRG12001 PM NP ARPA2-JUL BRG12001 PM NP ARPA2-JUL 030.8495.6813	6,336.00 720.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
90001	8/27/2024	002710 HERNANDEZ, KROONE & ASSOCIATES	(Continued)	
			ICH17006 PM NP SMBMI-IGG-JUL	
			ICH17006 PM NP SMBMI-IGG-JUL	
			027.8490.6813	4,128.00
			ICH17004 PM NP ARPA2-JUL	
			ICH17004 PM NP ARPA2-JUL	
			030.8495.6813	6,336.00
			STR17002 PM ARPA2-JUL	
			STR17002 PM ARPA2-JUL	
			030.8495.6550	8,448.00
			STR07004A PM NON PART ARPA2-JUL	
			STR07004A PM NON PART ARPA2-JUL	
			030.8495.6600	288.00
			ICH17006 NP PM SMBMI IGG-JUN	
			ICH17006 NP PM SMBMI IGG-JUN	
			027.8490.6813	348.00
			ICH17004 NP PM ARPA2-JUN	
			ICH17004 NP PM ARPA2-JUN	
			030.8495.6813	1,240.25
			SIG21001 CE HSIP-JUN	
			SIG21001 CE HSIP-JUN	
			030.8495.6550	3,124.25
			Total :	30,968.50
90002	8/27/2024	001320 HIGHLAND SENIOR CENTER	CDBG CV COVID19 GROCERY-JUL	
			CDBG CV COVID19 GROCERY-JUL	
			006.8400.4353	997.31
			CDBG CV COVID19 MEALS-JUL	
			CDBG CV COVID19 MEALS-JUL	
			006.8400.4353	4,210.00
			Total :	5,207.31
90003	8/27/2024	001996 HINDERLITER DE LLAMAS & ASSOC	SALES TAX AUDIT 2024/2025	
			SALES TAX AUDIT - JUL/SEP	
			001.1450.4505	450.00
			Total :	450.00
90004	8/27/2024	000718 HOUSTON & HARRIS PCS, INC	5TH ST STORM DRAIN INSP	

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
90004	8/27/2024	000718 HOUSTON & HARRIS PCS, INC	(Continued) 5TH ST STORM DRAIN INSP 004.8310.4666	2,192.50 Total : 2,192.50
90005	8/27/2024	006219 IPERMIT LLC	REFUND BLDG INSP FEE #20240883 REFUND BLDG INSP FEE #20240883 001.1450.7600	75.00 Total : 75.00
90006	8/27/2024	000127 K & L HARDWARE	FS#1: SMALL TOOLS FS#1: SMALL TOOLS 028.2050.4206 FS#1: SMALL TOOLS 029.2100.4206 FS#1: MISC SUPPLIES FS#1: MISC SUPPLIES 028.2050.4206 FS#1: MISC SUPPLIES 029.2100.4206 FS#2: BLDG MAINT FS#2: BLDG MAINT 028.2050.4070 FS#2: BLDG MAINT 029.2100.4070	17.77 17.77 5.38 5.37 45.65 45.64 Total : 137.58
90007	8/27/2024	003814 KONE INC.	LIBRARY ELEVATOR MAINTENANCE: 08/01/24.0 LIBRARY: ELEVATOR MAINT 24/25 001.6000.4587	6,104.15 Total : 6,104.15
90008	8/27/2024	000207 KONICA MINOLTA	COPIER LEASE-SEP COPIER LEASE-SEP 001.2000.4205 COPIER LEASE-SEP 042.9510.4205	603.40 1,698.14 Total : 2,301.54

Voucher List
CITY OF HIGHLAND

08/27/2024 12:24:18PM

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
90009	8/27/2024	002963 MATRIX AUDIOVISUAL DESIGNS INC	EOC UPDATE EOC UPDATE 030.8495.4349	12,195.06 Total : 12,195.06
90010	8/27/2024	001679 MC CRAY'S ENTERPRISES	ME541: BRAKES MAINT ME541: BRAKES MAINT 028.2050.4240 ME541: BRAKES MAINT 029.2100.4240 ME542: VEH MAINT ME542: VEH MAINT 029.2100.4240 ME542: VEH MAINT 028.2050.4240	220.92 220.91 1,356.37 Total : 3,154.56
90011	8/27/2024	006223 PITNEY BOWES BANK INC RESERVE	POSTAGE METER REFILL POSTAGE METER REFILL 001.0400	10,000.00 Total : 10,000.00
90012	8/27/2024	000169 PITNEY BOWES GLOBAL FINANCIAL	POSTAGE METER 7/24-9/24 POSTAGE METER 7/24-9/24 042.9510.4248	579.93 Total : 579.93
90013	8/27/2024	000598 PR PRINTING	WINDOW ENVELOPES-EXEMPTION WINDOW ENVELOPES-EXEMPTION 042.9510.4200 BUS CARDS: PRADO BUS CARDS: PRADO 001.1200.4200 BUS CARDS: DURAN BUS CARDS: DURAN 001.3200.4200	999.08 52.38 52.38 Total : 1,103.84
90014	8/27/2024	000030 SAN BERNARDINO COUNTY SHERIFFS	JAG FY 20 OT-4/24-6/24	

Voucher List
CITY OF HIGHLAND

08/27/2024 12:24:18PM

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
90014	8/27/2024	000030 SAN BERNARDINO COUNTY SHERIFFS	(Continued)	
			JAG FY 20 OT-4/24-6/24	
			026.8480.4560	1,171.37
			JAG FY 20 OT-4/24-6/24	
			001.2000.4560	1,090.83
			JAG FY 21 OT-4/24-6/24	
			JAG FY 21 OT-4/24-6/24	
			001.2000.4560	1,543.67
			JAG FY 21 OT-7/24-9/24	
			JAG FY 21 OT-7/24-9/24	
			001.2000.4560	585.49
			JAG FY 21 OT-7/24-9/24	
			026.8480.4560	17,990.00
			JAG FY 20 OT-7/24-9/24	
			JAG FY 20 OT-7/24-9/24	
			001.2000.4560	2,105.79
			Total :	24,487.15
90015	8/27/2024	000022 SB CO AUDITOR/CONTROLLER	SPECIAL ASSMT: CFD2022-01	
			SPECIAL ASSMT: CFD2022-01	
			019.8430.4198	374.00
			SPECIAL ASSMT: STLS	
			SPECIAL ASSMT: STLS	
			013.8510.4198	935.00
			SPECIAL ASSMT: LMDS	
			SPECIAL ASSMT: LMDS	
			012.8500.4198	8,789.00
			SPECIAL ASSMT: PARKS	
			SPECIAL ASSMT: PARKS	
			016.8540.4198	748.00
			SPECIAL ASSMT: TRAILS	
			SPECIAL ASSMT: TRAILS	
			015.8530.4198	1,683.00
			SPECIAL ASSMT: STREET AND STORM DRAIN	
			SPECIAL ASSMT: STREET AND STORM DRAIN	
			024.8470.4198	4,114.00
			Total :	16,643.00

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
90016	8/27/2024	004466 SIGTRONICS CORPORATION	FS2#: EQUIP SUPPLIES FS2#: EQUIP SUPPLIES 029.2100.6060	2,210.55 Total : 2,210.55
90017	8/27/2024	000204 SOCALGAS	FS#3-AUG FS#3-AUG 028.2050.4020 FS#3-AUG 029.2100.4020	28.50 Total : 57.00
90018	8/27/2024	001527 STERICYCLE INC.	SHREDDING SVC-AUG SHREDDING SVC-AUG 001.1700.4400 SHREDDING SVC-AUG SHREDDING SVC-AUG 001.1200.4626	859.99 Total : 1,013.55
90019	8/27/2024	000233 WAXIE SANITARY SUPPLY	AURANTIA PK: JANITORIAL SUPPLIES 65% RECYCLED 2 PLY TISSUE:AURANTIA PK 001.6000.4055 AURANTIA PK:DOGGIE WASTE BAGS 001.6000.4055 AURANTIA PK:JANITORIAL SUPPLIES 001.6000.4055 COMM PK: JANITORIAL SUPPLIES 65% RECYCLED 2 PLY TISSUE-COMM PK 001.6000.4055 COMM PK:JANITORIAL SUPPLIES 001.6000.4055 40% RECYCLED BIFOLD TOWELS 40% RECYCLED BIFOLD TOWELS 001.2000.4055 40% RECYCLED 2PLY TOILET PAPER 001.2000.4055	218.04 353.57 218.05 362.86 163.58 337.20 190.67

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
90019	8/27/2024	000233	000233 WAXIE SANITARY SUPPLY (Continued)	Total : 1,843.97
90020	8/27/2024	001677	YMCA OF THE EAST VALLEY MONTHLY REIMB-JUN MONTHLY REIMB-JUN 001.6000.4526	Total : 43,333.00
1002720345	8/27/2024	000004	PUBLIC EMPLOYEE RETIREMENT SYS GASB 68 REPORT CLASSIC 23/24 GASB 68 REPORT CLASSIC 23/24 001.1700.4510 GASB 68 REPORT PEPRA 23/24 001.1700.4510	Total : 350.00 Total : 700.00
35 Vouchers for bank code : wfb				Bank total : 230,657.22
35 Vouchers in this report				Total vouchers : 230,657.22

Voucher List
CITY OF HIGHLAND

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
90021	8/27/2024	006315	CLERK OF THE BOARD OF, SUPERVISO CUP23-009 NOD & FILING FEE CUP23-009 NOD & FILING FEE 001.4100.4345	2,966.75
Total :				2,966.75
1 Vouchers for bank code : wfb				Bank total : 2,966.75
1 Vouchers in this report				Total vouchers : 2,966.75



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

PREPARED BY: Leticia Nava-Cruz, Director of Administrative Services/City Treasurer *LWC*

SUBJECT: Treasurer's Report for July 2024

RECOMMENDATION: City Council to receive and file the Treasurer's Report for July 2024

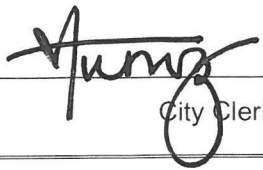
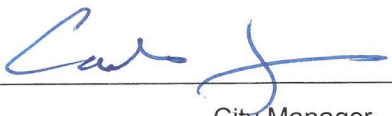
FISCAL IMPACT:

Cash and Investments:	
General Fund	\$14,041,080.21
Special Revenue Funds	\$37,986,588.69
Internal Service Funds	\$ 5,090,730.75
Capital Projects Funds	\$28,463,981.44
Agency Funds	\$ 2,522,169.05
Housing Authority Fund	\$ 3,737,865.63
SARDA Funds	\$ 3,501,217.07

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: 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 \$75M.

Attachments: Treasurers Report, Treasurer's Report Graph, Cash and Investments Graph and General Fund Reserves Graph

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

**CITY OF HIGHLAND
Treasurer's Report
as of July 31, 2024**

CASH AND BANK ACCOUNTS:

Cash on Hand-Office Petty Cash & Change Fund Accounts	1,150.00
Wells Fargo Checking Account (reconciled book balance)	2,765,015.86

DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: LOCAL GOVERNMENT INVESTMENT POOLS				
<u>California Treasurer's Local Agency Investment Fund (LAIF)</u>				
General Fund	n/a	4.516%	13,975,391.97	
Special Revenue Funds			27,155,122.00	
Internal Service Funds			5,868,225.00	
Capital Projects Funds			26,675,013.00	
Total City LAIF Funds			73,673,751.97	
Housing Authority Fund			3,799,964.39	
Total Housing Authority LAIF Funds			3,799,964.39	
Total LAIF Funds				77,473,716.36

- 1) Maximum limits on accounts are \$75M City and \$75M Housing Authority.
- 2) Market Value is based on the June 30, 2024 applicable percentage of 0.996316042
- 3) Market Value is \$77,188,306.44 (\$77,473,716.36 x 0.996316042).

<u>California Asset Management Program (CAMP)</u>				
General Fund	n/a	5.430%	3,355,607.16	
Special Revenue Funds			1,882,535.00	
Capital Projects Funds			6,302,733.00	
Total CAMP Funds			11,540,875.16	

INVESTMENTS: FISCAL AGENT ACCOUNTS


US Bank Corporate Trust Services (Community Facilities Districts)

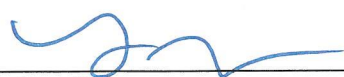
Community Facilities District (CFD) 90-1				
Administrative Expense Fund #128262-011				
US Bank Money Market Account CUSIP #60934N872	n/a	4.94%	111,749.06	111,749.06
Fire Protection Expense Fund #128262-012				
US Bank Money Market Account CUSIP #60934N872	n/a	4.94%	527,762.91	527,762.91
Police Protection Expense Fund #128262-013				
US Bank Money Market Account CUSIP #60934N872	n/a	4.94%	195,199.94	195,199.94
Community Facilities District (CFD) 2001-1				
Special Tax Fund #217795000				
US Bank Money Market Account CUSIP #60934N872	n/a	4.94%	348,937.14	348,937.14
Interest Account #217795001				
US Bank Money Market Account CUSIP #60934N872	n/a	0.00%	-	-
Principal Account #217795002				
US Bank Money Market Account CUSIP #60934N872	n/a	0.00%	-	-
Administrative Expense Account #217795003				
US Bank Money Market Account CUSIP #60934N872	n/a	4.94%	21,788.89	21,788.89
Surplus Fund #217795004				
US Bank Money Market Account CUSIP #60934N872	n/a	4.94%	30,178.74	30,178.74
Community Facilities District (CFD) 2007-1				
Administrative Expense Fund #260722000				
US Bank Money Market Account CUSIP #60934N872	n/a	4.94%	9,582.43	9,582.43
Fire Expense Fund #260722001				
US Bank Money Market Account CUSIP #60934N872	n/a	4.94%	26,786.59	26,786.59
Police Expense Fund #260722002				
US Bank Money Market Account CUSIP #60934N872	n/a	4.94%	9,907.35	9,907.35

TOTAL INVESTMENTS US BANK (COMMUNITY FACILITIES DISTRICTS)	1,281,893.05
-------------------------------------------------------------------	---------------------

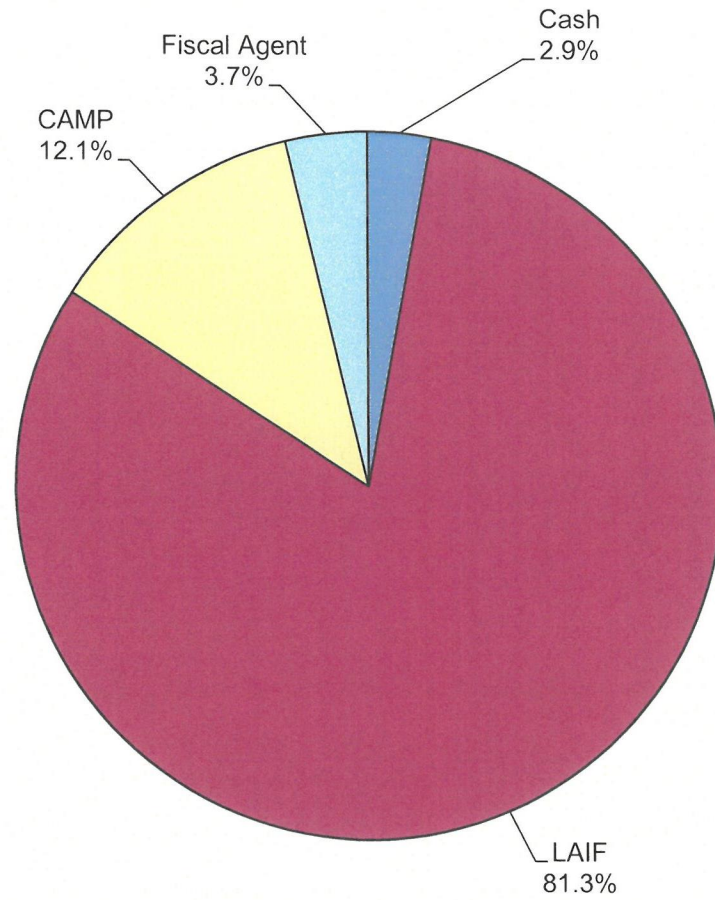
DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: FISCAL AGENT ACCOUNTS (continued)				
US Bank Corporate Trust Services (SARDA)				
2004B Tax Allocation Refunding Bonds				
Special Fund 786709001				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.94%	2,192.38	2,192.38
Interest 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	4.94%	173,205.96	173,205.96
2015A Tax Allocation Refunding Bonds				
Special Fund 268777000				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.94%	539.31	539.31
Interest Fund 268777001				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.94%	106.03	106.03
Principal Fund 268777002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 268777004				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.94%	971,261.30	971,261.30
Expense Account 268777006				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.94%	14,695.60	14,695.60
2017 Tax Allocation Refunding Bonds				
Debt Service Fund 259928000				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.94%	666,423.59	666,423.59
Interest Fund 259928001				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.94%	451,471.88	451,471.88
Principal Fund 259928002				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.94%	1,086.36	1,086.36
Reserve Fund 259928004				
Assured Guaranty Municipal Bond Insurance	n/a	0.00%	-	-
TOTAL INVESTMENTS US BANK (SARDA)				2,280,982.41
TOTAL CASH AND INVESTMENTS				95,343,632.84

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.

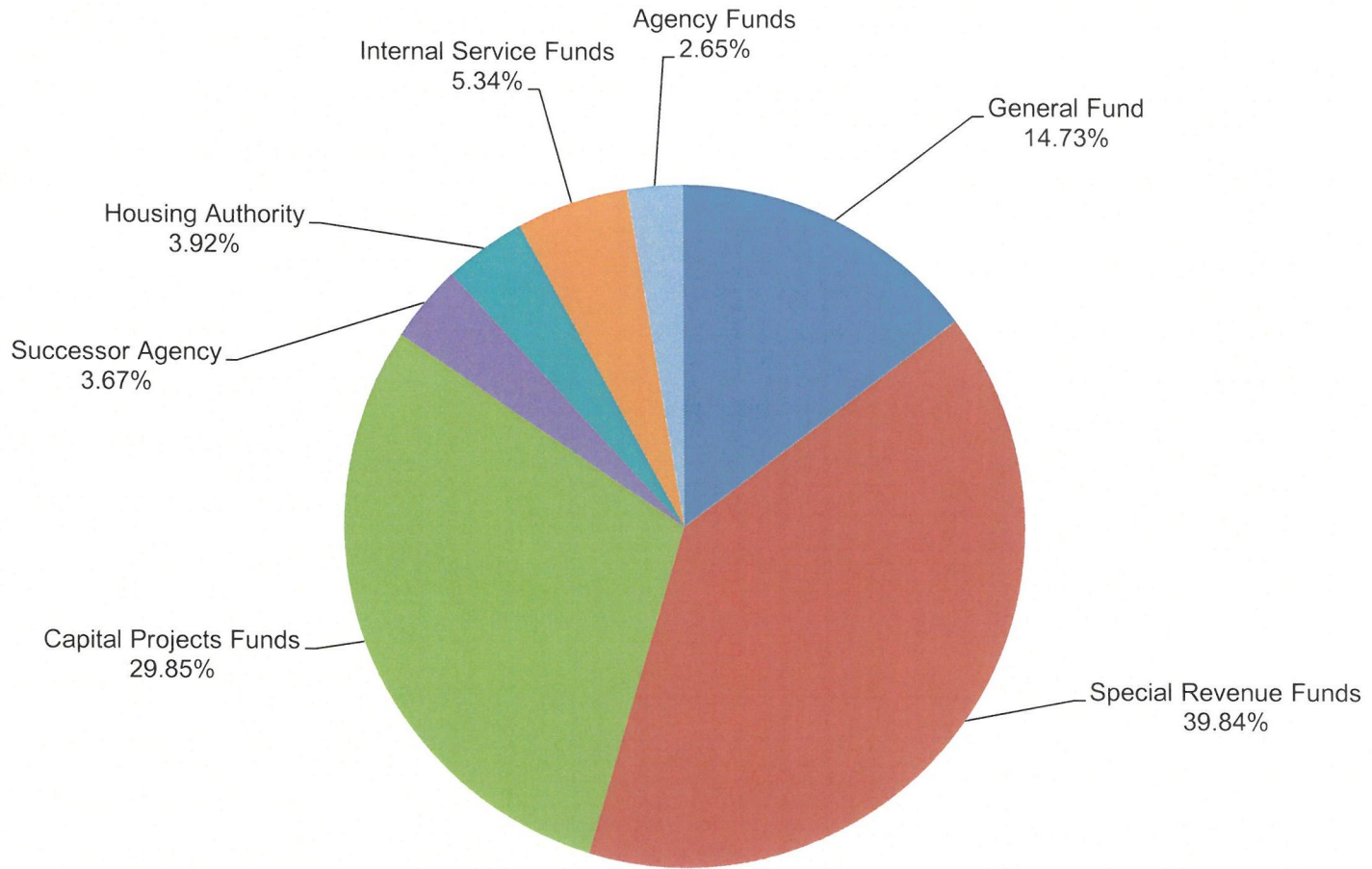
SIGNED: 
 Carlos Zamano
 CITY MANAGER

SIGNED: 
 Leticia Nava-Cruz
 DIRECTOR OF ADMINISTRATIVE
 SERVICES/CITY TREASURER

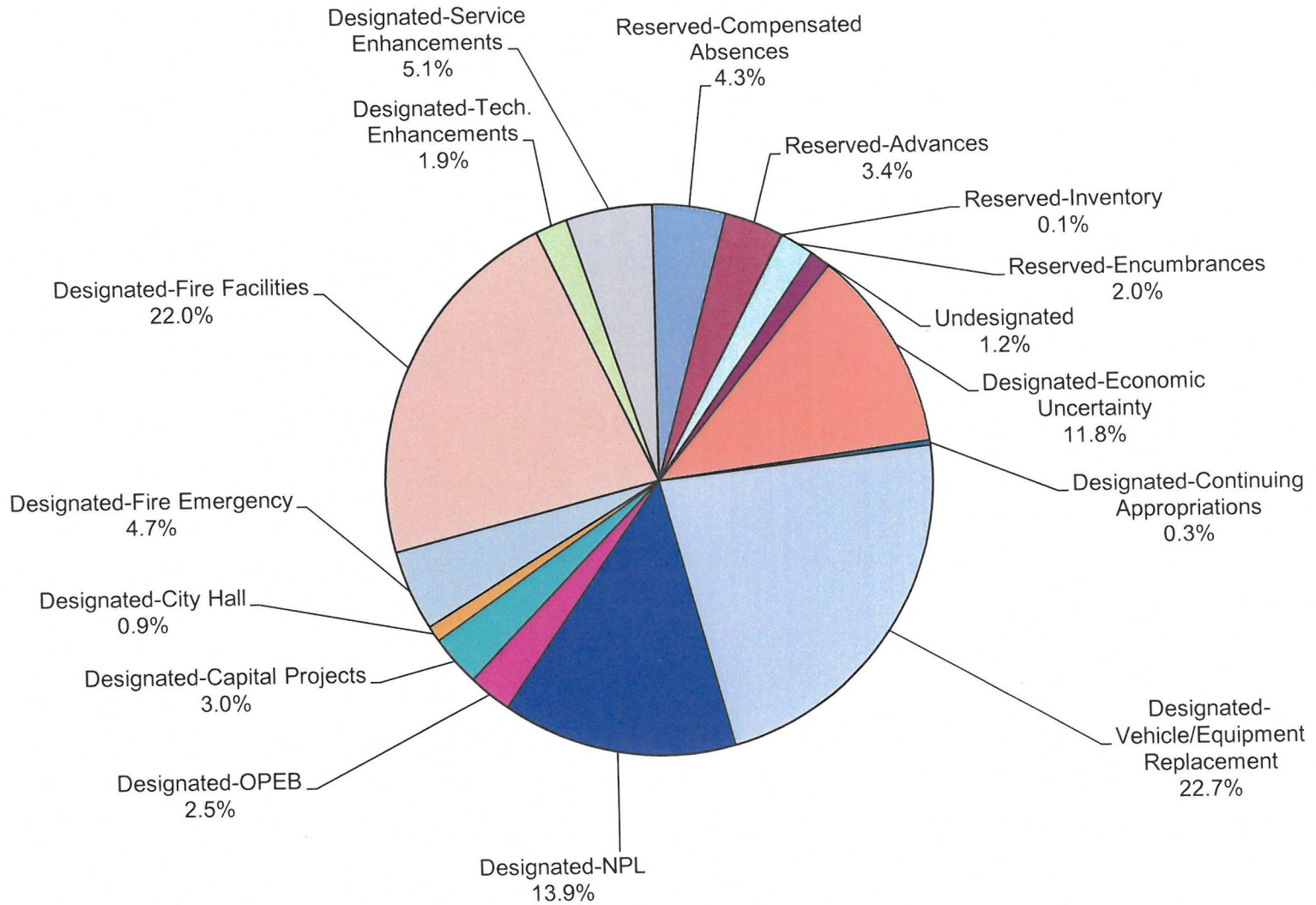
Treasurer's Report



Cash & Investments



General Fund Reserves





STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

PREPARED BY: Tish Nava-Cruz, Director of Administrative Services/City Treasurer *UNC*

SUBJECT: Year-end Budget Adjustments for Fiscal Year 2023/2024

RECOMMENDATION: The Finance/Personnel Subcommittee recommends that the City Council approve the Fiscal Year 2023/2024 Year-end Budget Adjustments for Expenditures and Revenues.

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

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

BACKGROUND: The following budget adjustments were reviewed and approved by the Finance/Personnel Subcommittee on September 3, 2024.

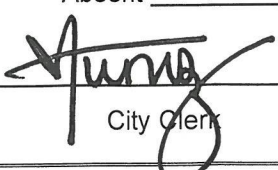
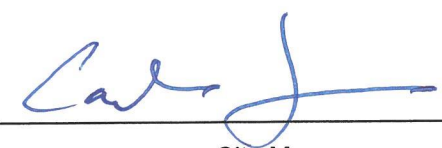
Expenditures:

City Council – The Council approved using a recruiting firm to fill the vacancy of the City Manager. A budget adjustment was not performed at that time. The total cost of the City Manager recruitment was \$28,500 which will come from 001-2100 (fund balance).

General Government – Transfers of \$1,000,000 and \$300,000 were made to 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 \$1,300,000 will come from 001-2100 (fund balance).

Finance – Due to the retirement of the Director of Administrative Services excess expenditures for leave cashouts occurred in the amount of \$625. These funds will come from 001-2100 (fund balance).

Developer in Lieu – On March 12, 2024, Council approved a reimbursement request to Sunland Communities to offset the design and construction of the Greenspot Road street improvements constructed in conjunction with the TTM 18893 Sunland, LLC residential development. As a result, a

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

budget adjustment is needed in the amount of \$63,240 for Release/Use of Fee. These funds will come from 008-2100 (fund balance).

Street Light District – More maintenance work on streetlights was performed due to needed repairs and accidents. Staff will be reimbursed by the insurance companies for the repairs that were due to accidents. We also had to replace more decorative lights along Base Line which increased the materials budget. A budget adjustment is also needed for the Electricity-Street Lighting line item. These adjustments total \$92,015 (\$26,545+\$16,625+\$48,845) which will come from 013-2100 (fund balance).

CFD – More administrative expenses occurred than budgeted (\$780). These expenditures are reimbursable so there is a budget adjustment for the revenue side as well.

Park Maintenance District – Water usage in the PMD fund was higher than budgeted. These funds (\$14,620) will come from 016-2100 (fund balance).

Community Facilities Maintenance District – Engineering services in this fund were higher than budgeted. These funds (\$2,900) will come from 019-2100 (fund balance).

COPS – More grant funds (\$16,305) were received than expected, so they were expended. A budget adjustment for the revenue side is included in the revenue section as well.

JAG – More grant funds (\$23,360) were received than expected, so they were expended. A budget adjustment for the revenue side is included in the revenue section as well. These additional funds were for prior years but received this year.

Fire – The Type 6 Fire Engine and Fire Battalion Chief supervisor vehicle outfitting were budgeted for in a prior year but received and paid for this year. As a result, a budget adjustment of \$403,325 is needed for Vehicles. These funds will come from 029-2105 (fund balance-reserved for encumbrance). Generators for Fire Station #1 & #2 will require a budget adjustment in the amount of \$34,990 which will come from 029-2100 (fund balance).

Revenues:

CFD – This is the revenue side of the CFD admin expenditures (\$480).

COPS – This is the revenue side of the COPS grant expenditures (\$16,305).

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

JAG – This is the revenue side of the transfer (\$33,940).

General Services – This is the revenue side of the transfer (\$300,000) from the General Fund.

Attachments

1. City Fiscal Year 2023/2024 Year-end Budget Adjustments-Expenditures Spreadsheet
2. City Fiscal Year 2023/2024 Year-end Budget Adjustments-Revenues Spreadsheet

Attachment 1

City Fiscal Year 2023/2024 Year-end Budget Adjustments-Expenditures Spreadsheet

City-Fiscal Year 2023/2024 Year-End Budget Adjustments-Expenditures

General Fund

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
City Manager Recruitment	001-General	1000-City Council	4554-Contract Services Consultant	28,500	-	28,500
Transfer funds for future expenditures	001-General	1450-General Government	4123-Operating Xfer Out-Gen Capital Fin	1,000,000	-	1,000,000
Transfer funds for future expenditures	001-General	1450-General Government	4142-Operating Xfer Out-General Services	300,000	-	300,000
Retirement Director of Admin Services	001-General	1700-Finance	3125-Management Leave	625	-	625

Developer In Lieu

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
DRA 12-007 Dev In Lieu Reimbursement Sunland Communities	008-Developer in Lieu	8340-Developer in Lieu	4450-Release/Use of Fee	63,240	-	63,240

Street Light District

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Budgeted too low on electricity	013-SLD	8510-SLD	4011-Electricity-Street Lighting	48,845	300,000	348,845
Decorative Lights along Baseline-Multiple knockdowns	013-SLD	8510-SLD	4206-Materials	16,625	15,000	31,625
More maint was done than budgeted-some to be reimbursed	013-SLD	8510-SLD	4664-Contract Services Engineering	26,545	100,000	126,545

Community Facilities District

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Received more on City Admin	014-CFD	8520-CFD	4198-City Administration	605	10,300	10,905
Continuing Disclosure	014-CFD	8520-CFD	4554-Contract Services Consultant	175	-	175

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	14,620	32,500	47,120

CFD Maintenance

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Services cost more than was budgeted	019-CFD Maintenance	8430-CFD 2022-01 Mediterra	4550-Contract Services-Engineering	2,900	7,000	9,900

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	16,305	170,000	186,305

JAG

Expenditure	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Received multiple years revenue to had to expend	026-JAG	8480-JAG	4560-Contract Services-Police Services	23,360	20,000	43,360

Attachment 2

City Fiscal Year 2023/2024 Year-end Budget Adjustments-Revenues Spreadsheet

City-Fiscal Year 2023/2024 Year-End Budget Adjustments-Revenues

Community Facilities District

Revenue	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Received more on City Admin	014-CFD	8520-CFD	8900-Miscellaneous	480	10,600	11,080

COPS

Revenue	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Received higher grant amount	021-COPS	8450-AB 3229	9350-COPS Grant	16,305	170,000	186,305

General Capital Financing

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

JAG Fund

Revenue	Fund	Department	Account	Proposed Increase	Current Budget	Proposed Budget
Received multiple years revenue	026-JAG Fund	8480-JAG	9360-JAG	33,940	20,000	53,940

General Services

Revenue	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	300,000	-	300,000

Summary

Current City Revenue Budget	80,220,845
Total Proposed Revenue Increases	1,350,725
Total Proposed City Revenue Budget	<u>81,571,570</u>

Total Proposed Revenue Increases 1,350,725



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

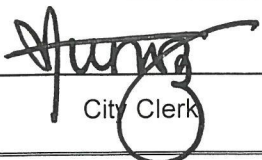

PREPARED BY: Leticia Nava-Cruz, Director of Administrative Services/City Treasurer *LNC*

SUBJECT: Second reading of an Ordinance to amend Title 5, Chapter 5.04 sections 5.04.160 and 5.04.240 of the City of Highland Municipal Code (Business License).

RECOMMENDATION: That the City Council conduct the second reading Ordinance No.465 amending sections 5.04.160 (License Fee-Payment Due Dates) and 5.04.240 (Penalty for Delinquency-Action to Collect) of Title 5 (Business Licenses and Regulations) of the Highland Municipal Code establishing a single annual business license fee renewal date and amending penalties and procedures for collecting penalties for delinquent business license fees and approving an environmental exemption.

FISCAL IMPACT: None.

ENVIRONMENTAL REVIEW: Staff has determined that the Ordinance is not subject to the California Environmental Quality Act ("CEQA") because it is not a project within the meaning of the CEQA Guidelines Section 15378(b)(5) and 15061(b)(3) as it has no potential for physical effects on the environment because it is an organizational or administrative activity of the City that involves amending the renewal date for and penalties for delinquent payment of business license fees. Pursuant to CEQA Guidelines Section 15378(b)(5), organizational or administrative activities of governments that will not result in any physical changes in the environment, is not defined as a "project" under CEQA. Therefore, approval of the fees and/or charges is not a "project" for purposes of CEQA, pursuant to CEQA Guidelines Section 15378(b)(5); and, even if considered a "project" under CEQA, is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that approval of the fees and/or charges may have a significant effect on the environment.

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

PUBLIC NOTICE:

The agenda for this item was posted at the three required locations per Resolution No. 2011-047 and on the City's website. In addition, the summary of the Ordinance was published in the San Bernardino County Sun newspaper on August 1, 2024.

BACKGROUND:

This Ordinance was reviewed by the Finance/Personnel Subcommittee on July 2, 2024 and they recommended that the Ordinance be adopted by the City Council. The Ordinance was introduced and had the first reading by the City Council on August 13, 2024. Staff recommends the City Council conduct the second reading and adopt the Ordinance as submitted.

Attachments:

1. Ordinance No. 465

Attachment 1
Ordinance No. 465

ORDINANCE NO. 465

AN ORDINANCE OF CITY OF HIGHLAND, CALIFORNIA, AMENDING SECTIONS 5.04.160 (LICENSE FEE - PAYMENT DUE DATES) AND 5.04.240 (PENALTY FOR DELINQUENCY - ACTION TO COLLECT) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE HIGHLAND MUNICIPAL CODE ESTABLISHING A SINGLE, ANNUAL BUSINESS LICENSE FEE RENEWAL DATE AND AMENDING PENALTIES AND PROCEDURES FOR COLLECTING PENALTIES FOR DELINQUENT BUSINESS LICENSE FEES AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Highland ("City") requires all persons who conduct any business in the City to obtain a business license and pay the appropriate license fee; and

WHEREAS, business licenses must be renewed, and appropriate license fees must be paid, annually, and licenses fees other than annual fees must be paid monthly, weekly, or daily, as applicable; and

WHEREAS, pursuant to Section 5.04.160 of the City's Municipal Code, businesses established prior to when Chapter 5.04 (Business Licenses Generally) was enacted must pay their annual fees each year on the date the ordinance was enacted, while businesses established after the adoption of the ordinance enacting Chapter 5.04 must pay their annual fees on the first day of the month following the anniversary date on which their license was originally payable; and

WHEREAS, failure to pay annual fees by their renewal date results in late fees and penalties for delinquency pursuant to Section 5.04.240; and

WHEREAS, the City provides business license holders a courtesy invoice thirty (30) days prior to the license renewal date to remind license holders of the need to renew their license;

WHEREAS, if the annual fee remains unpaid thirty (30) days after its renewal date, the license holder must pay a \$25 late fee. After sixty (60) days of nonpayment, the license holder must pay an additional \$25 late fee. After ninety (90) days of nonpayment the business license expires; and

WHEREAS, the City provides business license holders a courtesy invoice when a late fee has been added to the license; and

WHEREAS, the City processes approximately 200 to 300 license renewals each month; and

WHEREAS, tracking permit renewals with varying due dates requires considerable staff time; and

WHEREAS, Section 5.04.170 authorizes the City to establish alternative license periods for business on a fiscal year, calendar year or other basis if necessary for administrative purposes; and

WHEREAS, streamlining the business license term to run from January 1 through December 31, with all licenses expiring and payments due on December 31 of each calendar year, establishes consistent time frames for all businesses, reduces confusion for residents, and significantly reduces staff processing times; and

WHEREAS, to aid in the transition to a single business license term, businesses established prior to the effective date of this Ordinance shall pay a prorated license fee and thereafter shall conform to the new term; and

WHEREAS, the City desires to codify its courtesy invoicing practice.

THE CITY COUNCIL OF THE CITY OF HIGHLAND DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council hereby finds that all of the facts set forth in the Recitals above are true and correct.

Section 2. The City Council hereby amends subsection A of section 5.04.160 (License fee- Payment due dates) of Title 5 (Business Licenses and Regulations) of the Highland Municipal Code in its entirety to read as follows:

“5.04.160 License fee - Payment due dates.

A. Annual Fees. Annual business license fees set forth in this Chapter shall be due and payable to the city on January 1 of each year. All licenses, unless otherwise provided in this chapter, shall be issued for an annual period.

1. Annual Fees for New Businesses. For businesses established after the adoption of the ordinance enacting this section, annual business license fees shall be due and payable on the date the business is established and shall be prorated as follows for payment of the first annual license fee. Thereafter, fees shall be due and payable on January 1 of each year:

- a. Businesses established in the first calendar quarter of the year (January 1 through March 31) will pay the full fee.
- b. Businesses established in the second calendar quarter of the year (April 1 through June 30) will pay three-fourths of the full fee.
- c. Businesses established in the third calendar quarter of the year (July 1 through September 30) will pay one-half of the full fee.
- d. Businesses established in the fourth calendar quarter of the year (October 1 through December 31) will pay one-fourth of the full fee.

2. Annual Fees for Existing Businesses. For businesses established prior to the adoption of the ordinance enacting this section, renewal of annual business license fees shall be due and payable as follows in the calendar year during which the ordinance was enacted. Thereafter, fees shall be due and payable on January 1 of each year.

Section 4. Environmental Review. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”). The adoption of this ordinance is not a project within the meaning of the CEQA Guidelines Section 15378(b)(5) and 15061(b)(3) as it has no potential for physical effects on the environment because it is an organizational or administrative activity of the City that involves amending the renewal date for and penalties for delinquent payment of business license fees. Pursuant to CEQA Guidelines Section 15378(b)(5), organizational or administrative activities of governments that will not result in any physical changes in the environment, is not defined as a “project” under CEQA. Therefore, approval of the fees and/or charges is not a “project” for purposes of CEQA, pursuant to CEQA Guidelines Section 15378(b)(5); and, even if considered a “project” under CEQA, is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that approval of the fees and/or charges may have a significant effect on the environment.

Section 5. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance be declared unconstitutional or invalid for any reason, such declaration shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 6. Effective Date. This Ordinance shall be effective thirty (30) days after its adoption by the City Council of the City of Highland.

Section 7. Publication. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Highland, California and cause the same to be published in accordance with State law.

Section 8. Actions to effectuate. The City Manager is hereby authorized and directed to take other actions on behalf of City, which are not expressly and specifically reserved for the City Council, to implement and effectuate this ordinance.

The Ordinance was introduced at a regular meeting of the City Council on the _____ day of _____, 2024, and adopted at a regular meeting of the Council held on the _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED AND ADOPTED this _____ day of _____, 2024.

Penny Lilburn
Mayor

ATTEST:

Alondra Muñoz
City Clerk



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

REVIEWED BY: Octavio Duran, Public Works Director/City Engineer *OD*

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

SUBJECT: Contract Renewal – 2022-06 Highland HVAC Systems Maintenance, Monitoring, and Repair Contract.

(SB 1439 Campaign Contributions and Conflicts of Interest - Government Code Section 84308 is applicable)

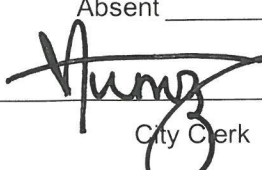
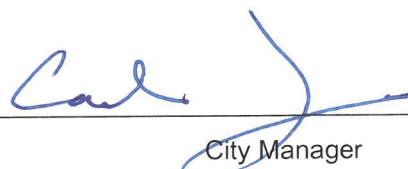
RECOMMENDATION: It is recommended that the City Council (1) extend the 2022-06 Highland HVAC Systems Maintenance, Monitoring, and Repair Contract with F.M.Thomas Air Conditioning, Inc. for one year, and (2) approve a 13.2% increase to the contract.

FISCAL IMPACT: All work is to be paid from current budgets.

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 City currently has a maintenance contract with F.M. Thomas Air Conditioning to provide quarterly maintenance, monitoring, and on call repair services at the Police Station, YMCA/Athletic Center, and Library.

The current contract amount for one year is \$68,176.00. The contract documents establish guidelines for a potential contract increase at the time of the contract renewal based on the Skilled Labor Cost index published in the November issue of Engineering News Record. This year the publication shows a 13.2% increase from last year and the contractor has requested a 13.2% increase to offset cost increases. The services provided by the contractor are satisfactory. The contract documents provide the City with the option of four one-year contract extensions, and this will be the second contract extension.

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

CONSTRUCTION ECONOMICS

ENR's 20-city average cost indexes, wages and materials prices.
Historical data for ENR's 20 cities can be found at ENR.com/economics

Construction Cost Index

+2.5%

ANNUAL INFLATION RATE			
NOV. 2023			
1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	13510.57	+0.1%	+2.5%
COMMON LABOR	25080.22	0.0%	+1.8%
WAGE S/HR.	48.30	0.0%	+1.8%

Building Cost Index

+3.8%

ANNUAL INFLATION RATE			
NOV. 2023			
1913=100	INDEX VALUE	MONTH	YEAR
BUILDING COST	8268.19	+0.2%	+3.8%
SKILLED LABOR	11697.70	0.0%	+3.4%
WAGE S/HR.	64.60	0.0%	+3.4%

Materials Cost Index

+0.3%

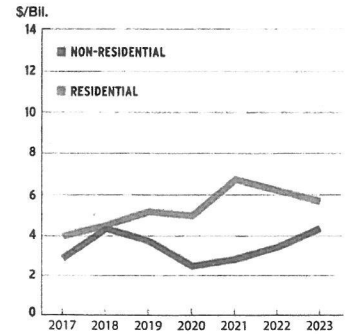
MONTHLY INFLATION RATE			
NOV. 2023			
1913=100	INDEX VALUE	MONTH	YEAR
MATERIALS COST	6144.21	+0.3%	+4.2%
CEMENT S/TON	207.48	-0.2%	+20.1%
STEEL S/CWT	99.77	+1.7%	+7.4%
LUMBER S/MBF	1073.19	0.0%	-1.4%

The Construction Cost Index's annual escalation rose 2.5%, while the monthly component rose 0.1%.

The Building Cost Index was up 3.8% on an annual basis, while the monthly component rose 0.2%.

The Materials Cost Index rose 0.3% this month, while the annual escalation rate increased 4.2%.

Construction starts in the Minneapolis metro area are expected to rise 4.2% in 2023, to \$10.1 billion, according to Dodge Construction Network. Dodge predicts a 27.4% increase in non-residential starts, while residential is expected to fall 8.5%. Hotel and health care starts are expected to increase, while warehouse work is predicted to drop.



SOURCE: DODGE CONSTRUCTION NETWORK

ENR's Cost Indexes by City

	CONSTRUCTION COST		BUILDING COST		COMMON LABOR		SKILLED LABOR		MATERIALS	
	NOV '23: 1967	% CHG. YEAR	NOV '23: 1967	% CHG. YEAR	NOV '23: 1967	% CHG. YEAR	NOV '23: 1967	% CHG. YEAR	NOV '23: 1967	% CHG. YEAR
ATLANTA	8214.67	-4.7	6270.06	-5.6	825.83	0.0	770.13	+1.4	1379.18	-9.8
BALTIMORE	10489.14	-6.7	7141.86	-9.1	1214.52	0.0	980.21	+1.3	1282.52	-16.9
BIRMINGHAM	8651.41	-1.7	6015.83	-2.1	978.68	0.0	868.43	+0.9	1150.72	-4.4
BOSTON	17734.42	-1.0	10191.79	-0.2	1756.25	0.0	1609.6	+2.6	1317.72	-4.3
CHICAGO	19977.56	+9.1	10047.54	+4.5	1859.31	+10.0	1536.02	+3.8	1134.35	+5.6
CINCINNATI	12627.11	+4.7	7632.82	+8.6	1077.82	0.0	953.18	+1.0	1440.31	+15.6
CLEVELAND	14483.18	+6.0	8136.68	+11.3	1095.01	0.0	972.7	0.0	1379.51	+24.6
DALLAS	7709.38	+0.1	6319.89	+0.1	742.23	0.0	738.52	0.0	1304.7	+0.2
DENVER	9283.25	+6.9	7196.29	+9.4	818.18	0.0	943.19	+0.4	1309.65	+18.4
DETROIT	13613.86	+1.4	8171.16	+6.1	1078.49	0.0	1104	+6.5	1101.2	+5.7
KANSAS CITY	13903.75	+4.6	8215.38	+4.6	1390.03	+3.7	1300.95	+2.6	1235.15	+6.9
LOS ANGELES	15301.44	+14.1	8585.15	+11.4	1287.67	+15.8	1193.11	+13.2	1288.96	+9.1
MINNEAPOLIS	14365.24	+1.7	8326.26	+4.3	1339.26	0.0	1371.67	+2.3	1127.86	+7.1
NEW ORLEANS	7724.8	-3.5	6332.51	-3.3	749.82	0.0	848.69	+2.5	1266.37	-7.2
NEW YORK CITY	22528.39	+2.9	11872.72	+7.5	1663.39	0.0	1547.48	+2.3	1385.31	+19.8
PHILADELPHIA	15971.73	+2.9	9327.89	+6.0	1637.07	0.0	1421.38	+1.3	1337.73	+14.0
PITTSBURGH	12924.31	+3.2	8177.45	+8.0	1178.28	0.0	1099.94	+4.7	1150.96	+12.0
ST. LOUIS	13843.97	-1.1	7869.52	-1.2	1112.34	0.0	1082.07	+1.3	1256.69	-4.1
SAN FRANCISCO	15526.28	+2.7	10778.49	+9.8	1076.13	0.0	1277.98	+17.1	1708.18	+2.5
SEATTLE	15337.56	+0.9	8754.46	+1.6	1314.48	0.0	1302.87	0.0	1507.03	+3.6



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

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

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

SUBJECT: Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and Central Little League to provide youth baseball and softball programs.

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

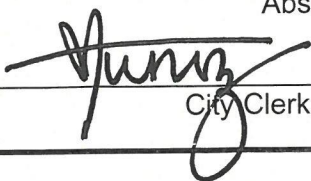
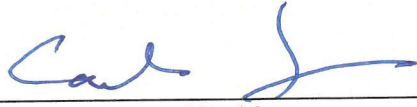
FISCAL IMPACT: The City of Highland participates as a 'Joint-Applicant' with the County of San Bernardino to receive CDBG funding from the Federal Department of Housing and Urban Development (HUD). In Fiscal Year 2024-2025, Highland will receive an allocation of approximately \$398,292.

On February 13, 2024, the City Council held a public hearing to prioritize eligible projects. Central Little League was ultimately allocated \$14,338.51. The County, through the CDBG Program, will reimburse all City funds used to support the approved Central Little League 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 Central Little League 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 Central Little League

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

SUBRECIPIENT CONTRACT

This Contract is made and entered into, by and between the City of Highland, hereinafter referred to as "CITY", and Central Little League, 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 youth baseball and softball programs; and,

WHEREAS, on February 13, 2024, the Highland City Council held Public Hearing to allocate the City's Community Development Block Grant Funds for Fiscal Year 2024-2025. During the hearings, the City allocated \$14,338.51 of CDBG funds to provide financial assistance in the form of registration scholarships to youth, ages three (3) to sixteen (16), to participate in baseball and softball programs 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, 2024, and shall be completed no later than June 30, 2025.

3. COMPENSATION AND METHOD OF PAYMENT

For performance of such services, CITY shall provide CDBG funds not to exceed \$14,338.51. 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, 2025. 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 Uniform Guidance at 2 CFR Part 200 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 Uniform Guidance at 2 CFR Part 200.

Note:

Uniform Guidance for Federal Awards - 2 CFR Part 200 (Uniform Guidance for Federal Awards | U.S. Department of Labor (dol.gov))

To deliver on the promise of a 21st-Century government that is more efficient, effective and transparent, the Office of Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These modifications are a key component of a larger Federal effort to more effectively focus Federal resources on improving performance and outcomes while ensuring the financial integrity of taxpayer dollars in partnership with non-Federal stakeholders. This guidance provides a government-wide framework for grants management which will be complemented by additional efforts to strengthen program outcomes through innovative and effective use of grant-making models, performance metrics, and evaluation. This reform of OMB guidance will reduce administrative burden for non-Federal entities receiving Federal awards while reducing the risk of waste, fraud and abuse.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200 supersedes and streamlines requirements found in eight separate OMB Circulars that are identified below:

- Administrative Requirements: OMB Circulars A-89, A-102 (29 CFR part 97), and A-110 (29 CFR Part 95)
- Cost Principles: OMB Circulars A-21 (2 CFR Parts 215 and 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230)
- Audit Requirements: OMB Circulars A-50 and A-133 (29 CFR Parts 96 and 99)

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.

Central Little League
7717 Church Avenue, #100
Highland, CA 92346
Attn: Michelle Williamson

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.

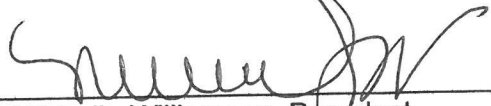
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by the City of Highland, as of the day and year written below.

CITY OF HIGHLAND

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

Dated: _____

CENTRAL LITTLE LEAGUE

By: 
Michelle Williamson, President

Dated: 8/11/24

Federal ID Number or Social Security
Number: 52-1234775



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

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

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

SUBJECT: Community Development Block Grant (CDBG) Subrecipient Contract between the City of Highland and the Highland Family YMCA to provide health and wellness programs and resources.

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

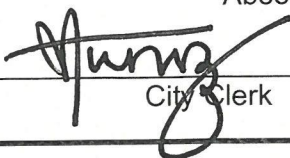

FISCAL IMPACT: The City of Highland participates as a 'Joint-Applicant' with the County of San Bernardino to receive CDBG funding from the Federal Department of Housing and Urban Development (HUD). In Fiscal Year 2024-2025, Highland will receive an allocation of approximately \$398,292.

On February 13, 2024, the City Council held a public hearing to prioritize eligible projects. The Highland Family YMCA was ultimately allocated \$13,541.93. The County, through the CDBG Program, will reimburse all City funds used to support the approved YMCA 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 Highland Family YMCA 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 the Highland Family YMCA

Approved _____	Motion _____	Second _____	Agenda Item No. <u>11</u>
Denied _____	Ayes _____		File No. _____
Continued _____	Noes _____		
Tabled _____	Abstain _____		
	Absent _____		
 _____ City Clerk		 _____ 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 Family YMCA, 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 health and wellness programs and resources; and,

WHEREAS, on February 13, 2024, the Highland City Council held a Public Hearing to allocate the City's Community Development Block Grant Funds for Fiscal Year 2024-2025. During the hearings, the City allocated \$13,541.93 of CDBG funds to provide scholarships and financial assistance to families and individuals to access health and wellness resources, participate in exercise classes, organized sports, camps, after school programs and have access to facilities and fitness equipment 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, 2024, and shall be completed no later than June 30, 2025.

3. COMPENSATION AND METHOD OF PAYMENT

For performance of such services, CITY shall provide CDBG funds not to exceed \$13,541.93. 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, 2025. 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 Uniform Guidance at 2 CFR Part 200 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.

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 Uniform Guidance at 2 CFR Part 200.

Note:

Uniform Guidance for Federal Awards - 2 CFR Part 200 (Uniform Guidance for Federal Awards | U.S. Department of Labor (dol.gov))

To deliver on the promise of a 21st-Century government that is more efficient, effective and transparent, the Office of Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These modifications are a key component of a larger Federal effort to more effectively focus Federal resources on improving performance and outcomes while ensuring the financial integrity of taxpayer dollars in partnership with non-Federal stakeholders. This guidance provides a government-wide framework for grants management which will be complemented by additional efforts to strengthen program outcomes through innovative and effective use of grant-making models, performance metrics, and evaluation. This reform of OMB guidance will reduce administrative burden for non-Federal entities receiving Federal awards while reducing the risk of waste, fraud and abuse.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200 supersedes and streamlines requirements found in eight separate OMB Circulars that are identified below:

- Administrative Requirements: OMB Circulars A-89, A-102 (29 CFR part 97), and A-110 (29 CFR Part 95)
- Cost Principles: OMB Circulars A-21 (2 CFR Parts 215 and 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230)
- Audit Requirements: OMB Circulars A-50 and A-133 (29 CFR Parts 96 and 99)

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 Family YMCA
7793 Central Avenue
Highland, CA 92346
Attn: Darwin Barnett

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

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

Dated: _____

HIGHLAND FAMILY YMCA

By: _____
~~Darwin Barnett, Chief Executive Officer~~

Doug Thorne, CFO

Dated: 8/23/2024

Federal ID Number or Social Security Number:



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

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

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.

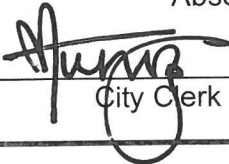
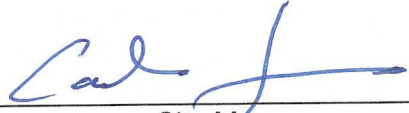
FISCAL IMPACT: The City of Highland participates as a 'Joint-Applicant' with the County of San Bernardino to receive CDBG funding from the Federal Department of Housing and Urban Development (HUD). In Fiscal Year 2024-2025, Highland will receive an allocation of approximately \$398,292.

On February 13, 2024, the City Council held a public hearing to prioritize eligible projects. The Highland Senior Center was ultimately allocated \$22,702.64. 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>12</u>
Denied _____	Ayes _____		File No. _____
Continued _____	Noes _____		
Tabled _____	Abstain _____		
	Absent _____		
 _____ City Clerk		 _____ 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 13, 2024, the Highland City Council held Public Hearing to allocate the City's Community Development Block Grant Funds for Fiscal Year 2024-2025. During the hearings, the City allocated \$ \$22,702.64 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, 2024, and shall be completed no later than June 30, 2025.

3. COMPENSATION AND METHOD OF PAYMENT

For performance of such services, CITY shall provide CDBG funds not to exceed \$22,702.64. 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, 2025. 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;

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 Uniform Guidance at 2 CFR Part 200.

Note:

Uniform Guidance for Federal Awards - 2 CFR Part 200 (Uniform Guidance for Federal Awards | U.S. Department of Labor (dol.gov))

To deliver on the promise of a 21st-Century government that is more efficient, effective and transparent, the Office of Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These modifications are a key component of a larger Federal effort to more effectively focus Federal resources on improving performance and outcomes while ensuring the financial integrity of taxpayer dollars in partnership with non-Federal stakeholders. This guidance provides a government-wide framework for grants management which will be complemented by additional efforts to strengthen program outcomes through innovative and effective use of grant-making models, performance metrics, and evaluation. This reform of OMB guidance will reduce administrative burden for non-Federal entities receiving Federal awards while reducing the risk of waste, fraud and abuse.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200 supersedes and streamlines requirements found in eight separate OMB Circulars that are identified below:

- Administrative Requirements: OMB Circulars A-89, A-102 (29 CFR part 97), and A-110 (29 CFR Part 95)
- Cost Principles: OMB Circulars A-21 (2 CFR Parts 215 and 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230)
- Audit Requirements: OMB Circulars A-50 and A-133 (29 CFR Parts 96 and 99)

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: *Grada Sowell-Mollenkopf*
_____, Board President

Dated: _____

Dated: 08/05/2024

Federal ID Number or Social Security Number: 95-3374790



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

PREPARED BY: Tish Nava-Cruz, Director of Administrative Services/City Treasurer *LNC*

SUBJECT: Bid Award/Bid 2024-04 Purchase of One New Vehicle (HP-)

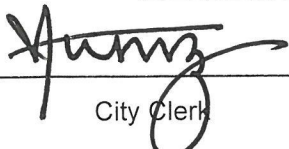
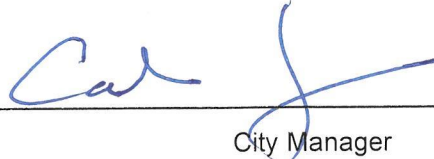
RECOMMENDATION: The Finance/Personnel Subcommittee recommends that City Council:

1. Award Bid No. 2024-04 to Courtesy Chevrolet Center in the amount of \$65,187.67;
2. Approve the quote from West Coast Lights and Sirens to perform the outfitting of the new vehicle in the amount of \$37,241.28 through our Sourcewell cooperative purchasing program contract #97402;
3. Approve budget adjustment transfer of \$2,169.97 from 007.2100 (DIF-Fund balance) to be expended from 007.8330.6060 (Vehicles)

FISCAL IMPACT: \$102,428.95. Of this amount \$100,258.98 was already included in the budget.

PUBLIC NOTICE: The Notice Inviting Bids was advertised in the San Bernardino County Sun newspaper on August 6 & 13, 2024. The agenda for this item was posted at the three required locations per Resolution No. 2011-047 and on the City's website.

BACKGROUND: Included in the fiscal year 2023/2024 budget was the Work Program item to Purchase a Supervisor's vehicle for the Highland Police Station with our contract through Sourcewell's National Auto Fleet Group. We entered into a purchase order agreement with National Auto Fleet Group in July of 2023 in the amount of \$100,258.98 which included the vehicle and outfitting of the vehicle through West Coast Lights and Sirens. In July 2024 the City received a status update from National Auto Fleet Group advising us that our order had still not been picked up by the manufacturer and there was no confirmed date as to when we would be receiving the vehicle. They also informed us that we would have to wait for a 2025 model and that there was no time frame of availability as the manufacturers do not fulfill orders based on when the order was received but rather as they have vehicles available. With the Police Department informing the City of the need for this vehicle the City

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

went out to bid on August 6, 2024. Below is the Work Program justification for this vehicle.

Work Program Justification: In the event of a natural disaster such as flood or wildland fire, Police supervisors need a platform for control and management of personnel deployment and resources. In the past, larger motorhome type vehicles were thought to be the way to go. Currently, most public safety agencies use smaller vehicles like Suburban's or pickup trucks with camper shells. These vehicles typically carry maps, supplies, ammunition and extra communication equipment like radios and satellite phones. The smaller footprint of a Suburban means it can be parked in locations a motorhome may not fit. It is easier to store and keep operational. The City of Highland is also highly active with special events such as the Citrus Harvest Festival and the Fireworks show. Supervisors and managers responsible for these events currently have limited ability to coordinate them in the field as typical patrol cars lack the extra equipment and functional space. Obtaining a Suburban style Command Post Supervisors vehicle would allow patrol supervisors to drive the vehicle during routine patrol, keeping it functional and always available.

The City has received 2 bids, with one bid being deemed non-responsive for missing documents. They were opened on August 27, 2024. Following is a summary of the bids received:

1. Premier Chevrolet with a total bid of \$61,906.59 (Deemed non-responsive for missing documents and omissions).
2. Courtesy Chevrolet Center with a total bid of \$65,187.67

The Finance Subcommittee reviewed this item on September 3, 2024 and recommends City Council award the bid to Courtesy Chevrolet Center, approve the budget adjustment to move the money from fiscal year 23/24 to fiscal year 24/25 and approve the expenditure from West Coast Lights and Sirens for the outfitting of this vehicle.



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

REVIEWED BY: Octavio Duran Jr., Public Works Director/City Engineer *OD*

PREPARED BY: Sonja Flynn, Engineering Technician II *SF*

SUBJECT: Measure I Capital Project Needs Analysis (2025/26 - 2029/30)

RECOMMENDATION: Approve the Five-Year Capital Project Needs Analysis (2025/26 - 2029/30) for the Measure I Major Street and Freeway Interchange Programs

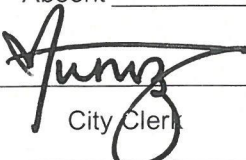
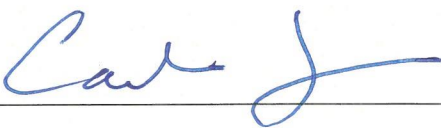
FISCAL IMPACT: The Capital Project Needs Analysis is a planning guide for the City's projected use of Measure I funds in the Major Street and Freeway Interchange Programs. Since Measure I Funds are restricted to roadway/traffic/transit type improvements, approval of the Analysis will not affect other 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. <u>14</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 _____ City Clerk		 _____ City Manager	
		1	

In the past 12 years (FY2010/11 thru FY2024/25), SBCTA allocated \$20,369,684 Measure I Arterial funds to the City of Highland. Based on SBCTA estimates, an additional \$11,436,986 will be allocated to the City in the next 5 years (FY2024/25 thru FY2028/29). Therefore, the total amount of Measure I Arterial funds that are available for programming in the City's CPNA is anticipated to be \$25,698,411.

The proposed CPNA for FY 2025/26 - 2029/30 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 \$18,827,000 with a funding breakdown as follows:

SBCTA	\$5,590,000 (Valley Freeway Interchange Program)
IVDA Agreement	2,649,000
2007 RDA Bond Proceeds	376,000
Caltrans	1,250,000 (Cooperative Agreement)
2024 Appropriations Earmarks	3,000,000
DIF	697,000
ARPA	624,000
Other	571,000 (Cities of San Bernardino and Redlands)
Unfunded/DIF Loan	<u>4,070,000</u>
	\$18,827,000

The estimated fair share costs from the cities of San Bernardino and Redlands are \$450,000 and \$121,000, respectively. The City was awarded \$3 million in federal funds under the 2024 Appropriations Act which provides significant support for the project. City staff will continue to go after future grant opportunities to reduce/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. The project design is 85% complete and the current cost estimate is approximately \$10 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	\$7,318,000
2022 Appropriations Earmarks	2,000,000
SBCTA	536,000 (Valley Arterial Sub-Program)
Indian Gaming Special District Fund	<u>132,000</u>
	\$9,986,000

- Attachments: 2026-2030 CPNA Resolution
 2026-2030 Capital Project Needs Analysis SR-210 & 5th Street
 2026-2030 Capital Project Needs Analysis Victoria Avenue Improvements Project
 2026-2030 CPNA Allocations
 2026-2030 CPNA Arterial Revenue Estimate

RESOLUTION NO. 2024-

RESOLUTION OF THE COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA,
ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS
FOR FISCAL YEARS 2025/2026 THROUGH 2029/2030.

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, California, that the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2025/2026 through 2029/2030, attached to this resolution as Exhibit A, is hereby adopted.

PASSED AND ADOPTED at a meeting of the Council of the City Highland held on this 10th day of September, 2024.

Penny Lilburn
Mayor

ATTEST:

Alondra Muñoz
City Clerk

**Capital Project Needs Analysis
City of Highland
Valley Freeway Interchange Program**

Nexus Project Cost	\$ 3,300,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	Per Coop
Dev. Share:	Agreement

Project Information	Phase	Funding	PRIOR*	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FUTURE	
SR-210/5th Street Interchange Current Total Project Cost Estimate: \$18,827,000.00 Total Measure I Request: \$5,590,000.00 (Summation of Measure I) Comments:	PA&ED	Total Cost:	\$519,000.00							
		Fund Type:	MSI Interchange	\$ -	\$ 258,817.00	\$ -	\$ -	\$ -	\$ -	\$ -
			- Select Fund -	\$ 90,031.00	\$ 34,030.00	\$ -	\$ -	\$ -	\$ -	\$ -
			DEV LOAN	\$ 68,061.00	\$ 68,061.00	\$ -	\$ -	\$ -	\$ -	\$ -
			- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	PS&E	Total Cost:	\$1,593,000.00							
		Fund Type:	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:	\$100,000.00							
		Fund Type:	MSI Interchange	\$ -	\$ -		\$ 55,900.00	\$ -	\$ -	\$ -
			DEV FEE	\$ -	\$ -		\$ 14,700.00	\$ -	\$ -	\$ -
			DEV LOAN	\$ -	\$ -		\$ 29,400.00	\$ -	\$ -	\$ -
			- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	CONST	Total Cost:	\$16,615,000.00							
		Fund Type:	MSI Interchange	\$ -	\$ -	\$ -		\$ 4,384,826.00	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ -		\$ 2,156,038.00	\$ -	\$ -	
		OTHER	\$ -	\$ -	\$ -	\$ -	\$ 4,250,000.00	\$ -	\$ -	
		DEV LOAN	\$ -	\$ -	\$ -	\$ -	\$ 5,824,136.00	\$ -	\$ -	
		- 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 2023/2024 expenses.

**Capital Project Needs Analysis
City of Highland
Valley Arterial Sub-Program**

Nexus Project Cost	\$ 4,975,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	53.6%
Dev. Share:	46.40%

Project Information	Phase	Funding	PRIOR*	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FUTURE
Victoria Avenue Improvements Project	PA&ED Total Cost: Fund Type:	\$78,000.00							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ 78,000.00		\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PS&E Total Cost: Fund Type:	\$258,000.00							
		MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ 258,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Select Fund -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ROW Total Cost: Fund Type:	\$300,000.00								
	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	DEV FEE	\$ 300,000.00		\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CONST Total Cost: Fund Type:	\$9,350,000.00								
	MSI Arterial	\$ 268,000.00	\$ 268,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
	DEV FEE	\$ 3,407,000.00	\$ 3,407,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
	OTHER	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
	DEV LOAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	- 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 2023/2024 expenses.

**Measure I Valley Major Street/Arterial Sub-Program
Summary of Allocations, Balances & Special Arrangements**

Jurisdiction	SHARES Current Equitable Share*	ALLOCATIONS FY10/11 thru FY24/25	BALANCES		SPECIAL ARRANGEMENTS	
			Reimbursements FY10/11 thru 4/25/24	Allocation Balance	Approved Advances @ 4/25/24	Term Loan Collateral @ 4/25/24
Chino	7.591%	\$21,558,595	\$298,946	\$21,259,649	\$12,985,417	
Chino Hills	2.194%	\$3,043,718	\$0	\$3,043,718		
Colton	2.534%	\$7,641,422	\$418,015	\$7,223,406		
Fontana	19.400%	\$45,055,179	\$7,634,761	\$37,420,418		
Grand Terrace	1.389%	\$4,188,609	\$151,462	\$4,037,147		
* Highland	6.777%	\$20,369,684	\$6,108,258	\$14,261,426		\$2,574,105
Loma Linda	4.074%	\$12,285,380	\$5,243,316	\$7,042,063		
Montclair	0.597%	\$1,800,287	\$1,913,734	-\$113,447	\$1,105,972	\$1,990,241
Ontario	12.272%	\$37,006,918	\$17,397,975	\$19,608,942	\$6,383,764	
Rancho Cucamonga	5.044%	\$12,352,298	\$5,429,607	\$6,922,691		
Redlands	4.854%	\$14,637,514	\$2,112,512	\$12,525,002		
Rialto	3.831%	\$11,055,088	\$8,146,197	\$2,908,891		
San Bernardino	7.857%	\$23,693,232	\$11,039,066	\$12,654,167	\$14,555,475	
Upland	2.743%	\$8,271,673	\$3,158,457	\$5,113,216	\$2,029,872	
Yucaipa	5.965%	\$16,481,075	\$15,052,759	\$1,428,316	\$9,832,320	
County	12.878%	\$38,834,345	\$6,126,338	\$32,708,007		
Arterial Allocation	100.000%	\$278,275,017	\$90,231,403	\$188,043,613	\$46,892,820	\$4,564,346

**Measure I Valley Major Street/Arterial Sub-Program Revenue
Projections Fiscal Years 2025/2026 through 2029/2030**

Jurisdiction	SHARES	CPNA REVENUE PROJECTIONS*					TOTALS		
	Current Equitable Share	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total Projected Revenue	Current Allocation Balance	Total Available through FY29/30
Chino	7.591%	\$2,327,137	\$2,390,173	\$2,452,267	\$2,516,746	\$2,599,180	\$12,285,504	\$21,259,649	\$33,545,152
Chino Hills	2.194%	\$0	\$0	\$0	\$0	\$0	\$0	\$3,043,718	\$3,043,718
Colton	2.534%	\$813,373	\$834,712	\$855,733	\$877,561	\$905,467	\$4,286,845	\$7,223,406	\$11,510,251
Fontana	19.400%	\$4,205,211	\$4,363,255	\$4,518,935	\$4,680,600	\$4,887,277	\$22,655,278	\$37,420,418	\$60,075,696
Grand Terrace	1.389%	\$445,847	\$457,544	\$469,066	\$481,031	\$496,327	\$2,349,814	\$4,037,147	\$6,386,961
* Highland	6.777%	\$2,169,825	\$2,226,851	\$2,283,024	\$2,341,356	\$2,415,930	\$11,436,986	\$14,261,426	\$25,698,411
Loma Linda	4.074%	\$1,307,688	\$1,341,996	\$1,375,791	\$1,410,885	\$1,455,750	\$6,892,110	\$7,042,063	\$13,934,173
Montclair	0.597%	\$191,627	\$196,655	\$201,607	\$206,750	\$213,324	\$1,009,963	-\$113,447	\$896,516
Ontario	12.272%	\$3,939,113	\$4,042,459	\$4,144,258	\$4,249,970	\$4,385,117	\$20,760,917	\$19,608,942	\$40,369,859
Rancho Cucamonga	5.044%	\$1,245,343	\$1,286,434	\$1,326,911	\$1,368,944	\$1,422,680	\$6,650,312	\$6,922,691	\$13,573,003
Redlands	4.854%	\$1,558,055	\$1,598,932	\$1,639,197	\$1,681,010	\$1,734,465	\$8,211,660	\$12,525,002	\$20,736,662
Rialto	3.831%	\$1,188,824	\$1,220,753	\$1,252,205	\$1,284,866	\$1,326,621	\$6,273,270	\$2,908,891	\$9,182,161
San Bernardino	7.857%	\$2,521,970	\$2,588,136	\$2,653,311	\$2,720,992	\$2,807,518	\$13,291,927	\$12,654,167	\$25,946,093
Upland	2.743%	\$880,459	\$903,558	\$926,312	\$949,940	\$980,148	\$4,640,417	\$5,113,216	\$9,753,633
Yucaipa	5.965%	\$1,790,907	\$1,840,134	\$1,888,624	\$1,938,979	\$2,003,354	\$9,461,998	\$1,428,316	\$10,890,314
County	12.878%	\$4,133,630	\$4,242,078	\$4,348,904	\$4,459,837	\$4,601,657	\$21,786,106	\$32,708,007	\$54,494,113
Totals	100.000%	\$28,719,007	\$29,533,671	\$30,336,145	\$31,169,466	\$32,234,815	\$151,993,106	\$188,043,613	\$340,036,719

* 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 10, 2024

FROM: Carlos Zamano, City Manager

REVIEWED BY: Octavio Duran Jr., Public Works Director/City Engineer *OD*

PREPARED BY: *SF* Sonja Flynn, Engineering Technician II



SUBJECT: Construction and Construction Management Services Contract Award – Highland Natural Parkland Trail Renovation (Project No. tra20001)

RECOMMENDATION: It is recommended that the City Council:

1. Award the construction contract for Bid No. 2024-02, Highland Natural Parkland Trail Project to the responsible low bidder, HL Hitchcock Construction, Inc., in the amount of \$1,434,882.50.
2. Approve the proposal from Engineering Resources of Southern California, Inc. (ERSC) to provide construction management and inspection services in the amount of \$190,011.00; and
3. Authorize the City Manager to approve a task order for CM Services and contract amendments up to 10% of the proposal amount.

FISCAL IMPACT: The fee for the construction contract and the construction management (CM Services) task order is \$1,624,893.50. The 10% contingency amount of \$143,488 for the construction contract and \$19,001 for the CM Services task order will be used to cover any unforeseen conditions or additional services needed to complete the project. These contracts will be funded by a Federal Recreational Trails Program Grant and American Rescue Plan Act Funds per the adopted Capital Improvement Program (CIP) FY 2022/2023-2026/2027.

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>15</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 _____ City Clerk		 _____ City Manager	

BACKGROUND: The Project will repair and renovate the damaged trails located at the Natural Parkland Trail on the north side of Base Line, east of Aplin Street and west of the city limits.

The project consists of the following work:

- Renovating of existing trails and construction of new trails or expanding/ linking trails
- Development of Trailheads Facilities and Trailside Features
- Landscaping and Habitat Restoration

On November 4, 2020, the City received notification from the California Department of Parks and Recreation about its recommendation for \$ 1,560,000 in funding under the FHWA Recreational Trails Program grant. This grant covers 88% of environmental, design, right-of-way, construction and construction engineering costs for the Project. At its regular meeting on April 13, 2021, the City Council approved an agreement for Environmental, Design and Right-of-Way services to Community Works Design Group (CWDG). CWDG completed their scope of work and delivered final bid documents to the City for approval. Upon approval of project documents, staff advertised the project following formal bidding procedures on August 8, 2024.

Construction Contract

One (1) bid was received and opened on August 27, 2024 with the following results:

<u>Bidder</u>	<u>Total Bid</u>
HL Hitchcock Construction, Inc.	\$1,434,882.50

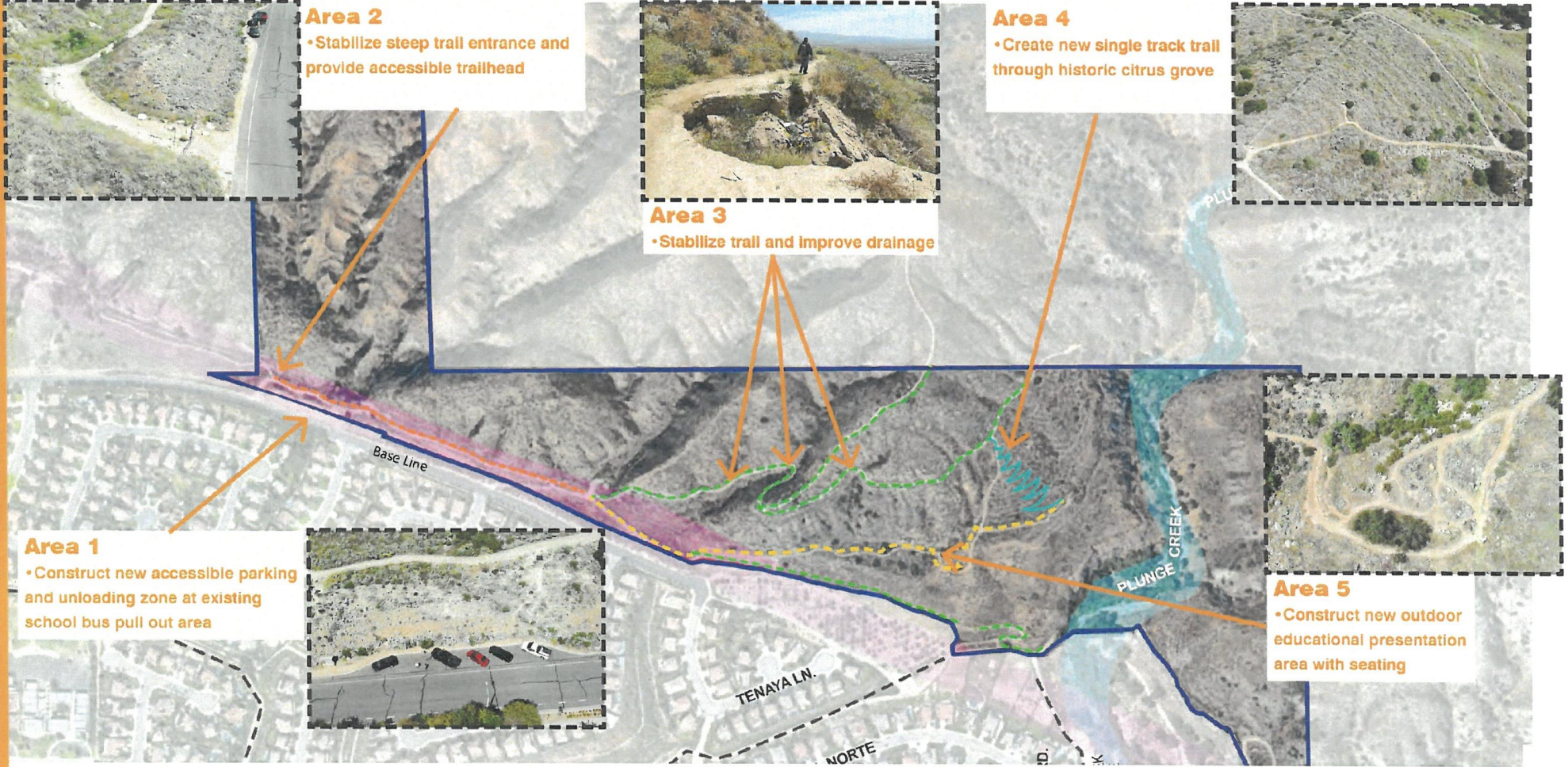
The engineer’s estimate for this project is \$1,500,000. The low bid was received from HL Hitchcock Construction, Inc., of Rancho Cucamonga in the amount of \$1,434,882.50. A recent reference check has also confirmed that this contractor possesses the qualifications and experience necessary to perform the contract scope of work. Staff recommends the City Council award this project to the responsible lowest bidder, HL Hitchcock Construction, Inc.

Construction Management Services Contract

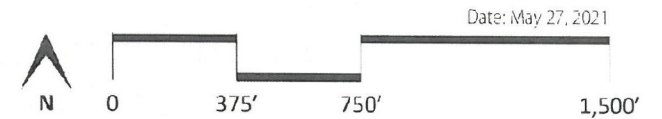
With this project proceeding to the construction phase, staff requested a proposal from Willdan Engineering, TKE Engineering, Inc., and ERSC to provide construction management and inspection services. The proposals were reviewed by City staff, and ERSC was the top-ranked firm. ERSC has an ongoing contract with the City and has provided these same services for numerous projects using an experienced team. Staff has reviewed and negotiated the proposed fee of \$190,011.00, which is about 13% of the construction contract. This fee is reasonable for this type and size of the project. Staff recommends City Council’s approval of ERSC’s proposal to provide construction management and inspection services.

The project was evaluated in accordance with the California Environmental Quality Act (CEQA) and is categorically exempt under section 15301.

Attachments: Project Site Plan
 ERSC Construction Management Services Proposal



Overall Site Plan
Priority Design Challenges



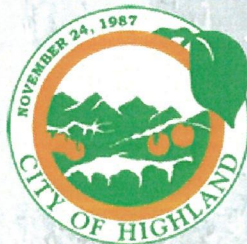
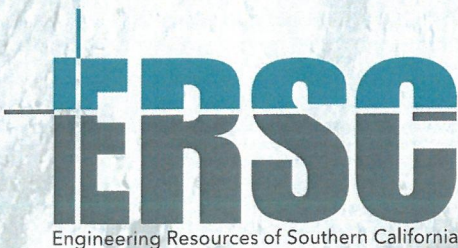
Natural Parkland Trail Improvements



SERVICES PROPOSAL

Construction Management and Inspection Services for the Natural Parkland Trails Project

Submitted: August 23, 2024





August 23, 2024

City of Highland
27215 Base Line
Highland, CA 92346

Attn: Octavio Duran Jr., Public Works Director/City Engineer

Local Office:
1861 W. Redlands Blvd.
Redlands, CA 92373
(909) 890-1255, info@erscinc.com

Evaluation Period Contact:
Ben Booth, PE
Project Manager
(909) 890-1255 x116
bbooth@erscinc.com

RE: Construction Management and Inspection Services for the Natural Parkland Trails Project

Dear Mr. Duran,

Engineering Resources of Southern California (ERSC) is pleased to have the opportunity to submit our proposal to the City of Highland (City) as a qualified, experienced consultant to provide Construction Management and Inspection Services for the Natural Parkland Trails Project (Project). Based on our review of the RFP and years of experience providing similar services to local cities and agencies, we thoroughly understand the City’s requirements and unique development setting.

Understanding

The City of Highland is preparing to undergo improvements to its public facilities. The subject project will include public recreation improvements to local trails, including parking improvements, trail restoration construction, and related features. As with any Capital Improvement Project, the City is seeking professional construction management and inspection services during the construction of the improvements to ensure the safe construction of the project while adhering to all plans, specifications, environmental conditions, funding circumstances, and City requirements.

ERSC is ready and able to provide these services to the City. Our proposal highlights our expertise in the above, our knowledge of local procedures, and the challenges in delivering outstanding service to the City’s staff, constituents, and stakeholders.

ERSC’s Team

Ben Booth, PE, Engineer V – Project Manager/Construction Manager

Ben will serve as Project and Construction Manager during the course of the agreement with the City. Ben has served ERSC and the City directly and indirectly over the past seven years and has been responsible for numerous similar efforts in both capacities. He is well-versed in City procedures and can start immediately on this project. He will guide ERSC’s inspection team in the field, interface high-level issues with contractors, and maintain contact between Highland and ERSC’s team.

Mark Alvarez, Construction Inspector - Inspector

Mark joined ERSC with 25 years of experience in the construction industry, having spent a career with local paving contractors as a foreman and superintendent overseeing various paving, street, and traffic construction projects throughout Southern California. Since joining ERSC, he has been responsible for the inspection of complex tract development grading and paving efforts, traffic signal improvements, and pedestrian improvements. Most recently, Mark has provided inspection services during the construction of transportation, traffic, and public facilities in the City of Banning.

Aragon Geotechnical, Inc.

Aragon Geotechnical, Inc. (AGI) will serve as geotechnical engineer during the project, providing material testing, inspection, and recommendations. AGI is a certified DBE and will assist in fulfilling the requirements of the funding sources while providing professional services during grading, paving, and wall construction.

Highland’s Engineering Resource

ERSC was founded in 1996 to provide engineering services to the public sector. For 28 years, the firm has delivered Plan Checking, Civil Engineering Design, Surveying, and CM/Inspection Services to numerous Cities throughout Southern California. Being local to the Inland Empire, ERSC maintains working relationships and valuable experience in differing design criteria and various departments of the region’s diverse public agencies.

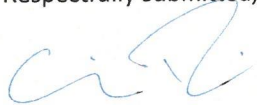
ERSC has served the City of Highland in various capacities since 2003.

ERSC understands that the City wants to select the firm that best fits its goals. In selecting ERSC, the City will benefit from the following:

- Experience - ERSC’s role in identical inspection responsibilities throughout numerous Inland Empire communities. Our CM/Inspection Team has completed hundreds of projects for Southern California Cities and Agencies with over 60 years of combined experience. ERSC’s recent experience includes almost identical responsibilities in the City of Banning.
- Proximity – As a local Southern California vendor, ERSC’s nearest office is just minutes away in the City of Redlands. Our key personnel have access to ERSC’s 40 engineering and construction professionals located in our nearby offices.
- Familiarity –Our team has served local agencies in numerous past assignments. Our experience in the region is far-reaching and lends our team a unique perspective from which to approach inspection services for the City.

We look forward to working with the City and thank you for the opportunity to submit a proposal. If you have any questions or require additional information, please contact Ben Booth at bbooth@erscinc.com or (909) 890-1255. This proposal is valid for a term of 180 days from the date of submittal.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Craig Brudin', written in a cursive style.

Craig Brudin, QSP
Director of Operations

A handwritten signature in blue ink, appearing to read 'Ben Booth', written in a cursive style.

Ben Booth, PE
Project Manager

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Table of Contents

Project Understanding & Approach

Proposed Project Team

Qualifications & Experience

Appendix

Exhibit 10-O1

Exhibit 10-O2

Project Understanding & Approach

Understanding and Approach

ERSC understands that the Project includes trailhead improvements, accessible parking and path of travel to the trailhead on Base Line Avenue, restoration of existing trails, drainage culvert improvements, and educational area improvements. The work also includes the construction of stabilized earthen walkway trails, trail grading, excavation, removal of PCC and AC, construction of ADA parking improvements, vehicular maintenance access driveway and turnaround improvements, curb and gutter, sidewalk, retaining walls, drainage culvert improvements, education side furnishings, signing/stripping, and trail guide ropes and signs. Project funding will be sourced from local and federal sources. ERSC is well versed with prevailing wage, certified payroll, department of industrial relations, and labor compliance regulations.

Funding sources

ERSC understands that a number of different funding sources will be utilized to complete the Project. OGALS funding administered through the CA Dept of Parks and Recreation has been secured to complete this work. ERSC's team has worked to comply with the funding source requirements, including proposing the use of Aragon Geotechnical, Inc. (AGI) to satisfy DBE requirements and preparing our fee according to Caltrans' Exhibit 10-H Fee Structure.

Project Location

The trails to be rehabilitated are located on steep slopes in the East Highlands Ranch area of the City. Access challenges for inspection staff and construction crews/equipment will be encountered during the Project. These conditions fit well with ERSC's inspection philosophy, as our inspectors understand that work is best observed and inspected in the field with a hands-on approach rather than in the field office or truck.

SWPPP

ERSC is planning to prepare the SWPPP for this Project, as noted in the RFP. The 2022 CGP has stringent requirements that projects are subject to comply with for the construction and post-construction phases. ERSC has determined that the post-construction BMPs are not applicable and will work this into our scope of work, price, and coordination during the Project. ERSC's offices are 8 miles from the project site. Our NPDES Inspection can be efficiently conducted in a timely fashion with little drive time.

Scope of Work

Construction Management Services

General Construction Management Services duties shall include, but not be limited to, the following:

1. Provide technical and administrative management services for the Project, coordinate and oversee all construction-related activities, maintain close liaison with the City Project Manager, and copy the City Project Manager on all correspondence.
2. Monitor the City's NPDES Manager's activities, including but not limited to preparing a SWPPP in accordance with the 2022 Construction General Permit, uploading the SWPPP, NOI and other required information to the Water Board's SMARTS website, and obtaining a WDID Number prior to starting construction. In order to adequately document that the Project does not require post-construction BMPs, ERSC will work with the City's NPDES Manager to upload the correct documentation to SMARTS to meet the 2022 CGP requirements without implementing post-construction BMPs. It is assumed that the City will pay fees related to the required permits.
3. Conduct bi-weekly construction progress meetings, review and monitor the Contractor's schedule, prepare weekly status reports, review and approve submittals, prepare and approve progress payments, and negotiate and prepare contract change orders.
4. Review and approve progress pay estimates. ERSC will identify variances between actual and budgeted or estimated costs and inform the City Project Manager whenever Project costs exceed the budget.
5. Schedule and conduct the pre-construction meeting with all stakeholders, including preparation of agendas and minutes and distribution to all applicable entities (not just attendees) within five (5) working days. Identify all problems associated with the construction project in the meeting.
6. Maintain an awareness of safety and health requirements and enforce applicable contract provisions to protect the public and project personnel.
7. Monitor and perform labor compliance tasks, including labor interviews, verifying certified payrolls against Inspection Reports, employee interview forms, and the Prevailing Wage Rates. Verify proper payment in compliance with the project specifications and that contractor/subcontractor DBE utilization is in compliance with state and federal laws.
8. Schedule, coordinate, facilitate, and attend public meetings as necessary.
9. Assist the City in preparing and processing Progress Reports with photographs, Progress Payments, and Grant Completion Packet to CA Department of Parks and Recreation Office of Grants and Local Services (OGALS) in accordance with Caltrans LAPM and other Caltrans requirements, as required.
10. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the Project meets all applicable Federal, State, and local requirements.
11. Provide as-built drawings markups, final project certification, and memorandum of clearance to issue Notice of Completion.

12. Coordinate a final walk-through with OGAL, the City, and all affected stakeholders, prepare punch list, certify completion of project, and recommend acceptance.

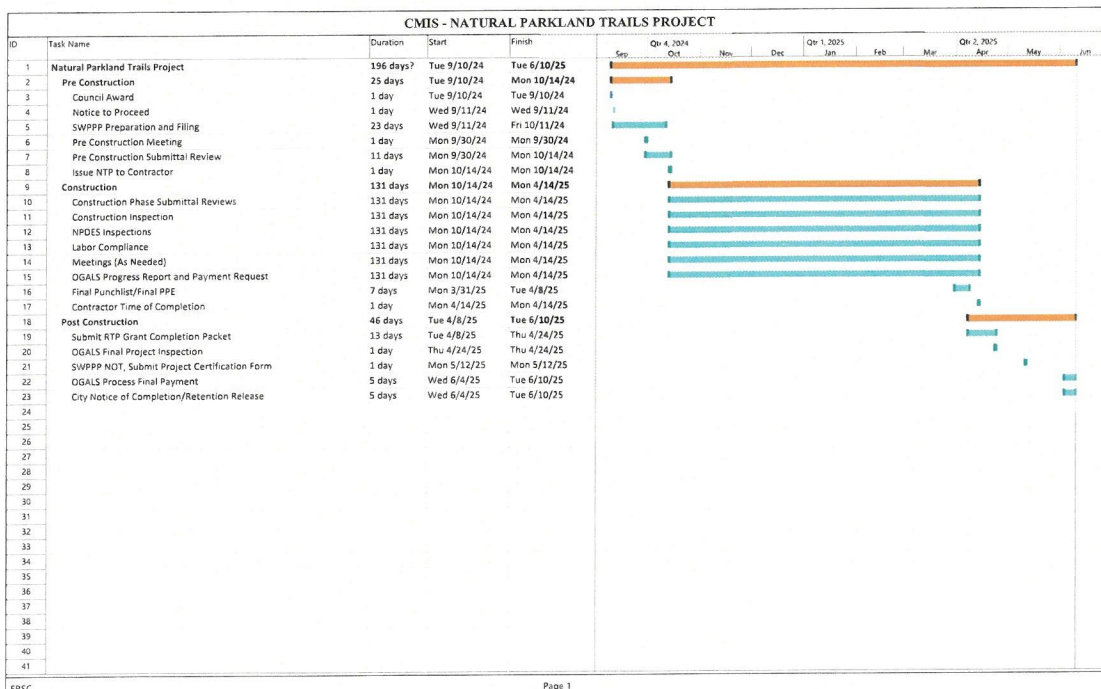
Inspection Services

1. Establish effective communication with the Contractor, OGALS, other agencies, utilities, and business and property owners.
2. Ensure compliance with the Plans, Specifications, and other requirements, such as, but not limited to, the Contract, Traffic Control, Water Quality BMPs, Cal/OSHA Standards, CCOs, Permits, Caltrans requirements, Standard Plans, checking line, grade, size, elevation, and location of improvements.
3. Keep daily diaries (log), fill out Incident (accident) Reports, and take pictures of the Project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the City Project Manager on a weekly basis for review and filing.
4. Document all Contractor delays, reasons for delay, length of time for delay, and Phases of work.
5. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.
6. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA
7. Measure and tabulate contract quantities on a daily basis.
8. Review the Contractor's invoices, verify completed work, and approve all quantities.
9. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.
10. Maintain copies of all permits needed to construct the Project and enforce special requirements of each.
11. Conduct NPDES Inspections at Weekly, Quarterly, and pre/post/during Rain Events. Licensed QSP will conduct these tasks in accordance with 2022 CGP.

Geotechnical Services and Materials Testing

AGI will focus its efforts on the Geotechnical and Materials Testing portion of the Project. Field and laboratory testing is based on the City of Highland's current QAP for federally funded projects. AGI's scope of materials testing services for this Project includes:

1. Observations and materials testing of subgrade and aggregate base materials for new-construction Service Road and Turn Around;
2. Observations and materials testing of varying widths of Earthen Walkway Trails;
3. Observations and materials testing for Sitting and Educational Areas;
4. Observations and materials testing of PCC and underlying soils for curb and gutter, Curb Ramps, and retaining walls;
5. Laboratory testing for native and aggregate base materials (soil maximum density-optimum moisture determinations, stability and asphalt concrete maximum density determinations); and
6. Attend meetings.



Proposed Project Team

Project Team

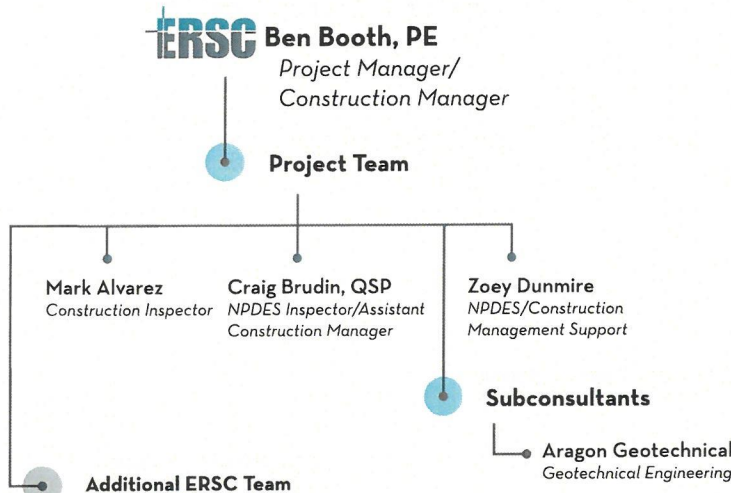
ERSC has selected our project team based on experience with the type of work proposed. The team presented below includes our project manager/construction manager, construction inspector, NPDES Inspector/Assistant Construction Manager, a project engineer, and the added support of our 40 local professionals. We understand that a continuous point of contact allows for efficient communication between parties throughout the project. ERSC certifies that staff included herein will be available during the duration of the project.

Ben Booth, PE - Project Manager/Construction Manager

Ben will serve as Project and Construction Manager during the course of the agreement with the City. Ben has served ERSC and the City both directly and indirectly over the past 7 years, responsible for numerous similar efforts. He is well versed in City procedures and able to start immediately on this project. During his tenure at the City of Highland, Ben managed the Natural Parkland Trails project during its final engineering design phase and has intimate knowledge of the project scope, funding requirements, and stakeholders. His management tasks included:

- Review of the 90% and 100% PS&E submittals
- Coordination with the project’s design consultants, CWDG, TKE and the Altum Group.
- Verified contract documents were in conformance with FHWA federal funding requirements.
- Coordination with Department of Parks and Recreation - Office of Grants and Local Services on administration procedures requirements.
- Oversaw the project’s WQMP and SWPPP applicability/compliance requirements.

He will guide ERSC’s inspection team in the field, interface high-level issues with contractors, and maintain contact between Highland and ERSC’s team.



Mark Alvarez-Construction Inspector

Mark joined ERSC with 25 years of experience having spent a career with local paving contractors as a foreman and superintendent in oversight of various paving, street, and traffic construction projects throughout Southern California. Since joining ERSC, he has been responsible for the inspection of complex tract development grading and paving efforts, traffic signal improvements, and pedestrian improvements. Most recently, Mark has provided inspection services during the construction of transportation, traffic, and public facilities in the City of Banning.

Craig Brudin, QSP - NPDES Inspector/Assistant Construction Manager

Craig is Director of Operations at ERSC and oversees field operations of the firm including CM, Inspection, and Surveying efforts. Craig is currently responsible for the oversight of CM/Inspection Services for multi-million dollar efforts for a wide range of clients throughout Southern California. Craig is also a QSP and will provide NPDES inspections during the course of the project as well as support to Mr. Booth as Assistant Construction Manager.

Zoey Dunmire - NPDES/Construction Management Support

Zoey will assist the team in preparing the required SWPPP document and general assistance supporting the construction management tasks during the project.

Subconsultant - Aragon Geotechnical

Aragon Geotechnical will serve as geotechnical engineer during the project providing material testing, inspection, and recommendations during the project. Aragon is a certified DBE and will assist in fulfilling the requirements of the funding sources while providing professional services during grading, paving, and wall construction.

John M. Brudin, PE President	Robert Righetti Principal Engineer	Shima Aghaei Engineer III	Cooly Smith Chief Inspector
Moe Ahmadi, PE Vice President	Robert Ollerton, PLS Principal Surveyor	Isaac Gomez Engineer IV	Tracy Meeks Sr. Construction Inspector
Erik T. Howard, PE, PLS Sr. Principal Engineer	Wade Weaver, PLS Principal Surveyor	Mina Bishara Engineer V	Ralph Martinez Sr. Construction Inspector
Trent Brudin, PE, QSD Engineering Manager	Stephania Hernandez, EIT Engineer IV	Steve Wilson Sr. Engineering Associate	Breven Nescher Sr. Construction Inspector
Reza Toorzani, PE Principal Engineer	Katherine Hernandez Engineer III	John Ward Sr. Engineering Associate	Mark Korando Sr. Construction Inspector
Ruben Ibarra, PE Principal Engineer	Travis Moffatt, EIT Engineer II	Dale Roberson Engineering Associate V	Paul Duffell Sr. Construction Inspector
Erwin Fogerson, PE Sr. Principal Engineer	Nathan Shea, EIT Engineer II	Jazz Goodie Engineering Associate III	Saul Lopez Sr. Construction Inspector
Jeff Wall, PE Sr. Principal Engineer	Marcus Popa, EIT Engineer I	Joseph Wilkins Engineering Associate III	Steve Allen Sr. Construction Inspector
Lori Askew Principal Engineer		Gabriela Rodriguez Engineering Aide I	

Ben Booth, PE | Engineer V

CA, Professional Engineer No.92625

Education

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

Areas of Expertise

Pavement Rehabilitation Services
Active Transportation Services
Drainage and Flood Control
Land Development Services

Mr. Booth has a broad base of experience in various disciplines, such as transportation, site development, pavement rehabilitation, grading and drainage, and construction services. Mr. Booth graduated from Arizona State University and interned with notable companies such as Schuler Constructors, PACE, and HDR during his undergraduate studies. He worked for CASC Engineering, where he served as a survey chairman and design engineer. Mr. Booth recently served the City of Highland as a senior civil engineer, managing various capital improvement projects, overseeing the City's engineering consultants, assisting with land development entitlements, and managing the Engineering plan check process. Projects recently undertaken by Mr. Booth involving the design and construction services include the following significant assignments.

Similar Project Experience:

Overland Bridge at Murrieta Creek, Federal Highway Bridge Program Fund, Temecula, CA - As a partner to the CNS Engineers' team, Ben served as Project Engineer during the design of a bridge structure over and across Murrieta Creek connecting Avenida Alvarado with Overland Drive at the intersection of Enterprise Circle to the east of the creek. The ERSC team was responsible for all ancillary improvements to the design of the bridge, including street improvements, drainage improvements, right of way legals/plats, channel hydraulic/hydrology analysis, and WQMP, all facilitated in-house by the ERSC team. The project required compliance with Caltrans LAPM requirements and federal funding requirements. ERSC is assisting CNS with obtaining permits from various agencies such as USACE Section 408, RCFC&WCD Encroachment Permit, CDFW Section 1602, and RWQCB Section 401 for improvements within the channel.

Golden Avenue Bridge, Placentia, CA – Project Engineer during the development of plans for the bridge replacement project in Orange County. Plan and profile views were created for the proposed bridge layout and the existing Carbon Creek flood control channel below. Considerations during geometric layout included aligning with existing streets, identification of existing utilities and storm drains, proposing new storm drain locations, an adequate bridge width to accommodate future traffic, pedestrian and bike flows, and the placement of the OC Bike Loop that is planned to run within the Carbon Creek channel which has entrance/exit ramps on either side of the bridge. Bridge design was provided by Biggs Cardosa Associates, Inc. This project included LAPM administered funding sources.

PW 19-11 Bike Lane and Trail Program, ATP Funded, Temecula Creek South Side Trail, City of Temecula, CA - Project engineer responsible for . Under an on-call engineering agreement, ERSC completed preliminary and final engineering services necessary to provide project scoping and final design. Project tasks include hydrology review and channel hydraulics modeling, bike trail plan and profile design , specifications, estimates, WQMP preparation, and environmental and geotechnical services. ERSC and our subconsultants coordinate with various permitting agencies such as RCFC&WCD, CDFW, and RWQCB Section 401 for trail improvements within the Temecula Creek Channel.

Sector D Pavement Rehab Design and Construction Management Services, City of Highland, CA - Project Engineer and Assistant Construction Manager responsible for contract administration, progress meetings, material/RFI submittals, correspondence, labor compliance, and progress payment review. Work included pavement rehabilitation and ADA ramp and needed drainage repairs. Rehabilitation of the streets included overlay with removal and replacement or dig outs of severely distressed areas. Provision for removal and replacement of soft and/or wet areas where encountered was also included in the specifications and bid schedule.

FY 2016/17 and FY 17/18 CDBG Pavement Rehab Design and Construction Management Services, City of Highland, CA - Project Engineer and Assistant Construction Manager responsible for contract administration, progress meetings, material/RFI submittals, correspondence, labor compliance, and progress payment review. The project included site inspection and preparation of construction documents for rehabilitation and repair of pavement on six streets. Rehabilitation included repair of severely distressed areas by removal and replacement, crack repair/seal and bump grind, edge repair, header cut and cold planing, repair of drainage issues that would compromise new paving, repair of soft or wet subgrade, and HMA overlay.

Sectors B, C, D, and E Pavement Projects Design and Construction Management Services, City of Highland, CA - Project Engineer and Assistant Construction Manager responsible for contract administration, progress meetings, material/RFI submittals, correspondence, labor compliance, and progress payment review. The projects included pavement preventative maintenance by bump grind, crack seal, slurry seal, and scrub seal of collector and local streets throughout the City and maintenance of City parking lots.

Elder Creek Hydrology Analysis and Feasibility Study, City of Highland, Highland, CA – Project Engineer for the preparation of a drainage feasibility study report for Elder Creek Storm Drain Facilities at Greenspot Road. The report was prepared to determine the tributary flows to Elder Creek Channel near Greenspot Road, and provide storm drain upsizing recommendations.

Mark Alvarez | Construction Inspector

OSHA 30
TWIC Exp. 01/29/2022
Advanced First Aid and CPR
Traffic Signal Inspector IMSA
City Inspection/Public Works Certificate,
University of California Riverside

Areas of Expertise

Foreman
Superintendent
Quality Control Inspection
Heavy Equipment Operator

Mr. Alvarez joined the ERSC team in 2019 and has since been the prime construction inspector for the City of Burbank and Banning. Mr. Alvarez has been in the construction field for 33 years, bringing insight from hundreds of public works projects as a foreman, superintendent and inspector.

Other inspection assignments have included construction management, supervision and inspection of various street and underground improvements within public right-of-ways, underground facilities, mass grading operations, water, sewer and storm drain facilities, pile foundations and bridge work, lighting and electrical equipment as well as landscaping and irrigation work when needed.

Similar Project Experience:

Atwell - PA23 Open Space Grading and Recreation Improvements City of Banning, CA - Inspector responsible for daily project oversight for conformance to contract documents, agency requirements, permit compliance, and job safety during the construction of Open Space improvements for the southwestern planning areas of Tripoint Homes' Atwell project in the City of Banning. The project included extensive grading, trail improvements, landscape features, and private ponds over a seven acre area. The main features to be constructed were the private ponds doubling as retention basins. Pedestrian improvements were also built around the ponds to allow for a trail throughout the area. ERSC was also responsible for supervision of the grading, testing, and drainage improvements.

On-Call Construction Inspection Services, City of Banning, Banning, CA - Sr. Construction Inspector in oversight of construction activities for street, sewer, water, grading, and storm drain projects and their related improvements in the City of Banning. Since 2018 ERSC has completed over 430 individual assignments in the City. This is inclusive of the 4,000-unit Atwell development, for which ERSC has been in oversight all grading and improvement construction activities related to the project. Mark was responsible for inspection of the following in the City of Banning:

In-Tract Sewer, Water, Storm Drain, and Street Improvements for:

- TM38398-5 PA5
- TM37389-3 PA10
- TM37365 PA4
- TM37474 PA3
- TM37298-3 PA1B
- TM37298 PA2A
- TM37298-2 PA1A
- TM37390 PA8A, 8B, PA24 Park
- TM37390-2 PA7
- TM37390-1 PA6, PA22 Park, PA23 Open Space, PA25 Open Space
- TM 37389-2 PA11

Signing, Striping, and Traffic Signal Improvements for:

- TM37298-1 Apex Street at Wilson St.
- Highland Home Rd. at Meadowline Way

Highland Home Traffic Signal Improvements, City of Banning, CA - Sr. Inspector responsible for daily project oversight for conformance to contract documents, agency requirements, permit compliance, and job safety. ERSC's team provided inspection services during the construction of new Traffic Signals and related improvements in the City of Banning. Highland Home Road located at the southwestern entry to Tripointe Homes' Atwell project is a new arterial street supporting the new residents of the residential development. A traffic signal was necessary at the intersection at Wilson Street, a major arterial. ERSC inspectors provided inspection throughout the construction of the Traffic Signal and its related improvements including widening of Wilson, ADA/Pedestrian Improvements, Signing and Striping, and landscape improvements.

On-Call Construction Inspection, City of Highland, CA - Senior Construction Inspector as part of an on-call professional services agreement with the City of Highland. ERSC provides contract inspection services for the construction of public works and privately funded improvements, including street improvements, paving, sidewalk, curb, gutter, grading, and earthwork. Work also included site review for compliance with City standards and traffic control requirements.

BS 1428 – SR-134 Corridor Arterial Signal Improvements, City of Burbank, CA - Provided inspection/observation for the modification of seven traffic signal systems and appurtenances as well as coordination with Burbank Water and Power for overhead wiring considerations. Signing and striping, sidewalk construction and related ITS equipment installation are a part of the project. As our Lead Inspector he provided coordination between the Contractor, the City, other agencies, consultants, utility companies, the public, adjacent property owners and other stakeholders.

Hardy & Harper, Inc. - Public Works Foreman / Superintendent accountable for all Trades and Subcontractors on city contracted street rehabilitation projects. Including Asphalt Paving and quantities, Traffic Control, Concrete quantities, Demolition, Trucking and Dump sites, Quality Control Inspection throughout Company.

Match Corporation - Public Works Foreman responsible for street rehabilitation projects. Grading, Paving, Traffic Control, Material Quantities and the supervision of all operators, equipment, laborers and tools throughout city projects.



Craig Brudin, QSP | Sr. Engineering Associate

CA, QSP No. 26269
CESSWI No. 4852

Education

BS, Environmental Policy & Management
BA, Business Managerial Studies

Affiliations

CASQA

Areas of Expertise

Erosion and Sediment Control
Water Quality
Improvement Plan Check
Land Survey
Construction Management and Inspection

Mr. Brudin serves ERSCs clients requiring CM/Inspection, Land Survey, and water quality and environmental compliance services. Craig spent years of his career under the employment of prominent engineering firms where he gained insight to the full spectrum of environmental and storm water compliance requirements and practices. He has been in oversight of ERSC's inspection team in the field for numerous local agencies during construction of water, wastewater, transportation, drainage, and public facilities. Craig is well versed in the installation requirements, long term cost effectiveness, and challenges of erosion and sediment control BMPs. His experience designing and plan checking erosion control plans has provided with and all-encompassing knowledge of the SWPPP requirements as well as the challenges associated in meeting plan goals.

Similar Project Experience:

On-Call Plan Check and Construction Inspection Services, City of Highland – Project Engineer responsible for review of maps, legal documents, improvement plans, and grading plans during an on-call professional services agreement with the City of Highland. ERSC provides contract plan check and inspection services for the construction of public works and privately funded improvements, including site improvements, street improvements, paving, sidewalk, curb, gutter, grading, and earthwork. Work also included site review for compliance with City standards and traffic control requirements. ERSC also provides plan checking services for all parcel and tract maps, as well as hydrology review.

On-Call Plan Check and Inspection Services, City of Banning – Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the plan check of residential and CIP projects. Plan check services include review of maps, street, sewer, water, grading and storm drain projects, as well as review of construction drawings to assure compliance with City, State and Federal regulations. ERSC also provides conditions of approvals for City projects, as needed.

On-Call Construction Inspection Services, Elsinore Valley Municipal Water District, Lake Elsinore, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management. Under an On-Call agreement with Elsinore Valley Municipal Water District ERSC provides construction inspection services for developer funded and CIP projects through the District service area. ERSC inspectors are responsible for oversight of construction for various water system improvements including pipelines, reservoirs, lift stations, booster stations, service connections, and related infrastructure and improvements.

CARB Consolidation Project, Riverside, CA – Project Manager and QSP inspector during the ground up construction of the California Air Resources Board testing facility in Riverside, CA. Craig was responsible for all inspections, reporting, recommendations, training, and annual report filing during the course of the project.

Rio S.T.E.A.M Academy, Oxnard, CA – Project Manager and QSP Inspector during all phases of the construction of the Rio School District's STEAM school in Oxnard, CA. Craig directed installation of all erosion controls for the 10-acre site including Fiber Roll, Inlet Protections, and Plate-only stabilized enter. Craig also directed the maintenance of controls throughout the project to ensure compliance with the state's CGP and local requirements. Craig was also responsible for performing all QSP inspections for the project throughout all phases including weekly inspections and all rain event inspections.

MSJC Sports Facilities Improvements, San Jacinto, CA – Project Manager and QSP Inspector during all phases of the Mount San Jacinto College's Sports Facilities Improvements. The project included installation, maintenance, and removal of all structural BMPs for the project. Fiber Roll, Silt Fencing, Inlet Protection, and traditional Rock-Plate stabilized entrances were included.

Soboba Horseshoe Development, San Jacinto, CA - Project Manager and QSP Inspector during all phases of the Soboba Band of Luiseno Indians Horseshoe Development Improvements. The NPDES portion of the project included installation, maintenance, and removal of all structural BMPs for the project. Fiber Roll, Silt Fencing, Inlet Protection, and traditional Rock-Plate stabilized entrances were included.

30" Transmission Mainline Improvements on Highland Ave., West Valley Water District, Rialto, CA - Construction Manager responsible for contract administration, progress meetings, material/RFI submittals, correspondence, labor compliance, and progress payment review during this improvement project which involves the construction of a new waterline and associated appurtenances in Highland Avenue between Oakdale Avenue and Pepper Avenue in the City of Rialto. Construction includes installation of approximately 3,700lf of CML&C water line. The proximity to Interstate 210 will require interfacing with CalTrans and coordination with the agency's procedures.

Zoey Dunmire | Engineer I

Education

MS, Mechanical Engineering, University of California San Diego

BS, Environmental Engineering, University of California San Diego

Areas of Expertise

MATLAB
Autodesk Fusion 360
SolidWorks
AutoCAD
3D Printing
Arduino

Zoey joined ERSC in 2023 after a collegiate tenure in which she earned both undergraduate and graduate engineering degrees. She is now a part of our design team, expand her engineering toolkit by performing various engineering tasks such as AutoCAD drafting, utility calculations, Excel calculations, and spreadsheets.

Similar Project Experience:

5th Street, Greenspot Road, & Orange Street Pavement Rehabilitation Project City of Highland, CA - Project Designer responsible for preparation of project documents and completion of computer aided design throughout all phases of the assignment. ERSC was contracted to provide professional engineering services for a pavement rehabilitation project slated to improve five street segments. Rehabilitation efforts include Cold In-Place Recycling (CIR) and 1.5" grind and overlay with Petromat, and additional scope includes assessing pavement failures, settled pavement, ponding areas, raised and damaged sidewalk panels, and deficient curb and gutter and shoulder areas.

Overland Drive Widening, City of Temecula, CA - Project Designer responsible for preparation of project documents and completion of computer aided design throughout all phases of the assignment. ERSC was contracted to provide professional engineering services for the widening of Overland Drive from Jefferson Avenue to Commerce Center Drive. The project included mapping and an evaluation of the effects of a roadway widening, coordination with the Rancho California and Eastern Municipal Water Districts for relocation and adjustment of water and sewer facilities, as well as various power and communications companies for the relocation of dry utilities impacted by the project (pad mount transformers, underground vaults, and service pedestals). The project also included the installation of a new traffic signal and striping modifications, installation of new street lighting, and preparation of legal descriptions and plats in support of the right-of-way acquisition effort.

PS&E for Sewer Collection System & Lift Stations, Soboba Band of Luiseño Indians, San Jacinto, CA - Project Designer responsible for preparation of project documents and completion of computer aided design throughout all phases of the assignment. ERSC was contracted for the preparation of Plans, Specifications, and Cost Estimates (PS&E) for gravity sewer system and lift stations within Soboba Band of Luiseño Indians (SBLI) Reservation. Our work focuses on the development of alignment and preparation of construction plans for an alternative which collects the wastewater flows from the reservation to be conveyed to the EMWD sewer system for treatment.

PS&E for the Soboba MDP Line J & J-1, Soboba Band of Luiseño Indians, San Jacinto, CA - Project Designer responsible for preparation of project documents and completion of computer aided design throughout all phases of the assignment. ERSC was contracted for the preparation of Plans, Specifications, and Cost Estimates (PS&E) for the design and construction of the MDP Line J and J-1 that would avoid/minimize adverse impacts on the existing and planned residential developments within the project location. Our scope included field reconnaissance, utility research, design survey, hydrology analysis, hydraulic analysis, geotechnical investigation, preparation of construction plans, specifications, cost estimates, coordination and processing, and post-design bidding support services.

RV Booster Station Rehabilitation, Pechanga Band of Indians, Temecula, CA - Project Designer responsible for preparation of project documents and completion of computer aided design throughout all phases of the assignment. ERSC was contracted to provide professional engineering services for upgrading a booster station that was originally constructed in 2000 at an RV resort. The design will include replacing pumps, motors, valves, and electronic equipment and relocating the electrical equipment to the adjacent electrical room. Our work includes project management and coordination, research and preliminary layout, specifications and plans, and bidding phase assistance.

Public Works Yard Restroom, City of Chino Hills, CA - Project Designer responsible for preparation of project documents and completion of computer aided design throughout all phases of the assignment. ERSC was contracted to provide engineering services for the preparation of construction drawings related to installation of a new staff restroom building at the City Yard Facility. Improvements include the installation of a prefabricated restroom adjacent to an existing storage building, necessary utility connections including water, sewer and electricity, construction of a concrete pad to house the restroom, and necessary asphalt pavement reconstruction to meet ADA requirements.



C. FERNANDO ARAGÓN, M.S., P.E., G.E.
CIVIL ENGINEER, GEOTECHNICAL ENGINEER

EDUCATION

- Loyola Marymount University of Los Angeles, B.S., Civil Engineering
- University of California, Berkeley, M.S., Civil Engineering with emphasis in Geo Engineering

PROFESSIONAL REGISTRATIONS

- Registered Civil Engineer, California, No. 72277 [Exp. 6/30/24]
- Registered Geotechnical Engineer, California, No. 2994 [Exp. 6/30/24]
- California Department of Transportation, Certificate of Proficiency, Expires: 9/2022
- Governor's Office of Emergency Services – Disaster Services Worker – Volunteer



PROFESSIONAL AFFILIATIONS AND HONORS

- American Society of Civil Engineers
- ASTM International – Participating Member
- Member of Tau Beta Pi National Engineering Honor Society
- Member of Chi Epsilon National Civil Engineering Honor Society
- Association of Drilled Shaft Contractors (ADSC), The International Association of Foundation Drilling, 2004-2005 graduate student scholarship recipient
- University of California at Berkeley, 2004-2005 graduate fellowship

PROFESSIONAL HISTORY

- 1997-Present: **Aragón Geotechnical Inc.**, Riverside, California; Soils Technician (Laboratory and Field) to Engineering Assistant, Staff Engineer, Project Engineer to President.
- 5/2002-8/2002: **Kiewit Pacific Company**, Santa Fe Springs, California; Engineering Field Intern.
- 1996-1997: **Aragón Geotechnical Consultants, Inc.**, Riverside and Lake Arrowhead, California; Engineering Assistant; Soils Technician (Laboratory and Field.)

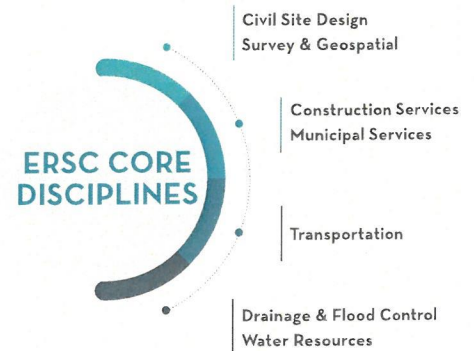
Qualifications & Experience

Firm Bio

Engineering Resources of Southern California, Inc. (ERSC) was formed in 1996 with the asset purchase of NBS/Lowry, Inc. Since its formation, ERSC has been committed to serving Special Districts, Regional Agencies, and Municipalities in Southern California’s public sector. Our team provides a comprehensive set of professional services and solutions for the life of any potential project.

ERSC Reliability

We believe that our long-standing service to a variety of public agency clients throughout California, many on a continuous basis throughout our 28-year history, is a testimony to the quality of services we provide. Many of our clients have continually sought our services since our first year of business. Throughout our years of service, ERSC has developed significant financial resources and organizational efficiencies. Development of proficiencies in these areas has allowed ERSC to continually deliver projects that routinely exceed client expectations..



Project Contact
 Ben Booth, PE
 Project Manager
 Phone: (909) 890-1255
 Fax: (909) 890-0995
 bbooth@erscinc.com

Corporate Officers
 John M. Brudin, PE - President
 Moe Ahmadi, PE - Vice President
 Trent Brudin, PE - Secretary
 Craig Brudin - Treasurer



Vital Information
 CA Corporation
 28 Years in Business
 40 Employees
 FEIN: 33-0718153
 CA DIR: 1000017460

ERSC Insurance Coverage Levels
 Professional & General Liability \$1.0m Per Occurrence; \$2.0m Aggregate
 Automobile \$1.0m Combined Single Limit
 Worker’s Comp Maintained as Required by Law

ERSC in Construction Management and Inspection

Our staff have performed both On-Call and Project Specific CM and Inspection Services for public agencies since our firm was formed in 1996. Our team is particularly structured to assist public agencies in the administration of their own CIP projects and in supporting Developer-Funded Infrastructure to be accepted by public agencies. Our firm and project team currently support the City of Banning, Eastern Municipal Water District, West Valley Water District, Elsinore Valley Municipal Water District, and the City of Loma Linda in identical assignments.

ERSC and the City of Highland

ERSC has served the City of Highland on a continual basis since 2003. With duties including, plan checking, staff augmentation, design services, and construction management/inspection, ERSC’s team has vast experience with the City and its staff. In selecting ERSC, the City can be assured that it will be receiving the same level of service that staff has been accustomed to. ERSC’s team will be able to apply knowledge and lessons learned regarding the City’s procedural preferences, funding source requirements, and staff communication.

Our Locations

San Bernardino County
 (Headquarters)
 1861 W. Redlands Blvd.
 Redlands, CA 92373

Southwest Riverside County
 41593 Winchester Rd., Ste. 200
 Temecula, CA 92590

Coachella Valley
 77-564 Country Club Dr.
 Palm Desert, CA 92211

Differentiating Factors

Several considerations differentiate ERSC from other firms:

No Conflicts of Interest

ERSC consistently focuses on serving public agencies rather than private developers, ensuring that we avoid potential conflicts of interest that would preclude our team from providing inspection services on a project.

Dedicated Public Works Inspection Staff

ERSC maintains a distinct construction management and inspection group comprised of full-time construction inspectors solely dedicated to their craft. ERSC inspectors do not serve in other capacities, which allows them to promptly address projects and accommodate part-time obligations when needed.

Knowledge of Neighboring Municipalities and Agencies

As a firm focused on serving public agencies, we have enjoyed a long and successful relationship with many agencies adjacent to and within the boundaries of the City of

Highland. We have had the pleasure of working with West Valley Water District, East Valley Water District, County of San Bernardino, the City of Redlands, City of San Bernardino, and the City of Colton. With this level of local involvement, we can leverage local relationships and contacts as needed and as required by work.

References

For the City’s use, ERSC has assembled the below references. We have provided the references to speak for ERSC’s project performance, team expertise, and commitment to client service. We encourage the City to contact each of them for their testimonial of their individual experience with ERSC.

ERSC selected the references herein based on similarity of scope to the RFP, detailed descriptions are included in the following discussion. Additional references are included in the following pages accompanied by full project descriptions.



CM AND INSPECTION SERVICES FOR WATER SYSTEM IMPROVEMENTS, CITY OF LOMA LINDA

1) Jarb Thaipejr, Public Works Director, City Engineer; (909) 799-4400; jthaipejr@lomalinda-ca.gov

See the following experience summaries included in this section for further details related to ERSC’s work in the City of Loma Linda:

- CM and Inspection Services 1.6 Million Gallon Welded Steel Reservoir
- Beaumont Avenue Pipeline



ON-CALL INSPECTION SERVICES, CITY OF BANNING

2) Nate Smith, PE, Deputy Director - Public Works/City Engineer; 951-922-3182; nsmith@banningca.gov

3) Perry Gerdes, Water/Wastewater Superintendent; (951) 922-3140; pgerdes@banningca.gov

Inspection services for development and CIP projects throughout the City. See the following experience summaries included in this section for further details related to ERSC’s work in the City of Banning :

- On-Call Inspection Services
- Non-Potable Water Improvements - Np-1 Pump Line
- Meadowline Way Interconnect & Pressure Reduction Facility
- Wilson Street Sewer Lift Station
- Foothill West 3.76 Million-Gallon Reservoir
- 15” – 12” Force Main And Trunk Sewer



VARIOUS WATER TRANSMISSION AND DISTRIBUTION LINES, WEST VALLEY WATER DISTRICT

4) Linda Jadeski, Manager of Engineering Services; (909) 820-3713; ljadeski@wvwd.org

5) Rosa Gutierrez, P.E., Senior Engineer; (909) 875-1322; rgutierrez@wvwd.org

CM and Inspection Services for water transmission and distribution lines throughout the district. See the following experience summaries included in this section for further details related to ERSC’s work in West Valley Water District:

- CM and Inspection Services - Casamilia Water Main Replacement
- Bloomington Area Water Main Relocations Phase 2A
- Zone 4 30” Transmission Mainline Improvements
- Bloomington Area Waterline Replacements Phase 3A
- Santa Ana Avenue Transmission Main Project Phase 2

Similar Experience



Nate Smith, PE, Deputy Director of Public Works/City Engineer
951-922-3182
nsmith@banningca.gov

ATWELL - PA23 OPEN SPACE GRADING AND RECREATION IMPROVEMENTS CITY OF BANNING, CA

Project Term: 2020-21 | Contract Value: \$130,000

ERSC’s team provided inspection services during the construction of Open Space improvements for the southwestern planning areas of Tripoint Homes’ Atwell project in the City of Banning. The project included extensive grading, trail improvements, landscape features, and private ponds over a seven acre area. The main features to be constructed were the private ponds doubling as retention basins. Pedestrian improvements were also built around the ponds to allow for a trail throughout the area. ERSC was also responsible for supervision of the grading, testing, and drainage improvements.

ERSC Project Team:
Craig Brudin, QSP, QSD
Cooly Smith
Mark Alvarez

Ralph Martinez
Saul Lopez
Tracy Meeks



Carlos Zamano, P.E.,
City Manager
(909) 864-8732
czamano@cityofhighland.org

ERSC Project Team:
Cooly Smith
Mark Alvarez

Saul Lopez
Ralph Martinez

ON-CALL CONSTRUCTION INSPECTION AND PLAN CHECK SERVICES, CITY OF HIGHLAND, CA

Project Term: 2000 - 2022 | Contract Value: \$4M

Under an on-call professional services agreement with the City of Highland, ERSC provides contract inspection services for the construction of public works and privately funded improvements, including street improvements, paving, sidewalk, curb, gutter, grading, and earthwork. Work also included site review for compliance with City standards and traffic control requirements. ERSC also provides plan checking services for all grading, street improvement plans, parcel and tract maps, as well as hydrology review. Work also included site review for compliance with City standards and traffic control requirements. Representative projects are provided below:

- Lankershim Avenue Street Improvements
- Sterling Avenue Improvements
- Highland Basin Drainage Improvements
- 2012 Sidewalk and Handicap Ramp Repairs
- City Hall ADA Improvements
- Victoria Avenue Improvements at 5th Street
- 2012 Community Development Block Grant Project
- Bledsoe Creek Outlet Reconstruction
- Olive Street Improvements
- City-Wide Redevelopment Agency Sidewalks
- Article III Sidewalk - Palm Avenue
- Traffic Signals - Various
- City-Wide Sidewalk Projects
- Miscellaneous Sidewalk Repairs
- 5th Street Bike Lane, Signing and Striping Improvements
- Greenspot Road "S" Curve Realignment



Nate Smith, PE, Deputy
Director of Public Works/City
Engineer
951-922-3182
nsmith@banningca.gov

Perry Gerdes, Water/
Wastewater Superintendent
(951) 922-3140
pgerdes@banningca.gov

ERSC Project Team:
Craig Brudin, QSP, QSD
Cooly Smith
Mark Alvarez

Ralph Martinez
Saul Lopez
Tracy Meeks

ON-CALL INSPECTION SERVICES, CITY OF BANNING, CA

Project Term: 2018 - Ongoing | Contract Value (to date): \$4M

ERSC provides plan check and inspection services of CIP and development projects in the City of Banning. The scope of construction inspection services includes oversight of street, sewer, water, grading, and storm drain projects and their related activities. Since 2018 ERSC has completed over 430 individual assignments in the City. This is inclusive of the 4,000 unit Atwell development, for which ERSC has reviewed all grading and improvement plans as well as all supporting special studies related to the project. Currently ERSC staffs 4 full-time inspectors supporting the City's activities. ERSC Inspectors have overseen the following in the City of Banning:

- In-Tract water, sewer, storm drain and street improvements for the following:
 - TM38398-5 PA5
 - TM37389-3 PA10
 - TM37365 PA4
 - TM37474 PA3
 - TM37298-3 PA1B
 - TM37298 PA2A
 - TM37298-2 PA1A
 - TM37390 PA8A, 8B, PA24 Park
 - TM37390-2 PA7
 - TM37390-1 PA6, PA22 Park, PA23 Open Space, PA25 Open Space
 - TM 37389-2 PA11
 - TM37389-2 PA11
 - TM37389-1 PA 1-5
 - TM37289-3
 - TM37298-1
- Offsite Improvements related to the following:
 - TM37298-1 Apex Street at Wilson Street
 - Highland Home Road at Wilson Street
 - Highland Home Road at Meadowline Way
 - TM37389-1 Offsite 18"-12" Water and 12" Sewer
 - Highland Home Road Retention / BMP Basins and Energy Dissipators
 - TM37389-1 Offsite 18" Water in Highland Home Road & 8" Non-Potable Water
 - TM37388 Offsite 8" Non-Potable Water and 8" Sewer
- CIP Oversight for the following:
 - Foothill West Zone 18" Transmission Line
 - Mountain North Water 18" Transmission Line
 - 24" Non-potable Pipeline NP-1 discharge pipeline
 - 16" Non-Potable Pipeline Segments B & D



Arturo Cervantes, PE, Asst. City Manager/Director of Public Works
(323) 563-9567
acervantes@sogate.org

ERSC Project Team:
Mark Alvarez

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, CITY OF SOUTH GATE, CA

Project Term: 2015-22 | Contract Value: \$325,556

Chakemco Street Improvements

ERSC was contracted by the City of South Gate to provide construction management and inspection services for the project designed to improve Chakemco Street by adding sidewalks, curbs, gutters, ADA ramps, drive approaches, landscaping, irrigation, new street pavement, striping, lighting, and miscellaneous additions to improve the overall pedestrian mobility and safety. ERSC inspectors are acting as an extension of City staff and ensuring that projects are constructed in accordance with contract documents, proper building standards, SSPWC Greenbook, Caltrans, and current City Standards. ERSC inspectors provide immediate resolution of construction issues, and clarification of items of concern to reduce or eliminate change order request/demand from the Contractor.

Park Infrastructure Improvements (Area 5 Picnic Area), City Project No. 488-PRK

The project included conversion of an existing Roller Hockey rink into a group picnic area. The park improvements were located near the northwest corner of South Gate Park, near the intersection of Southern Avenue and Hildreth Avenue, at the roller court facility. Work included construction/installation of concrete fatwork, decomposed granite paving, seat wall, tree planters, landscaping, picnic structures, and park furniture. Work also included drinking fountain and water service improvements, lighting, and all removals necessary in the conversion of a Roller Rink to a picnic area.

Citywide Sidewalk Improvement, Phase III City Project No. S27-ST

The project removed and replaced sidewalk, curb, gutter, driveway approaches, and ADA ramps. The work took place primarily in the Western Portion of the City. Approximately 23,000 square feet of sidewalk, 500 feet of curb and gutter, and 1,300 feet of curb were removed and replaced. The project was a HUD Activity and therefore included strict adherence to federal reporting. The project also required special attention to communication with affected residents and the public due to the removal of driveway approaches, ADA ramps, and sidewalk.

ADA Sidewalk Improvements at Hollydale Park, City Project No. 535-PRK

The project included earthwork and grading, construction of a decomposed granite walking trail, concrete sidewalk, and concrete ADA ramps. The work was completed in Hollydale Park near Century Blvd. This project was a HUD Activity and therefore included strict adherence to federal reporting.

Citywide Sidewalk Improvements, Phase IV City Project No. 542-ST

The project removed and reconstructed sidewalk, curb, gutter, driveway approaches, and ADA ramps.



Vikki Davtian
Principal Engineer-Traffic
(818) 238-3922
VDavtian@burbankca.gov

ERSC Project Team:
Mark Korando
Mark Alvarez

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, CITY OF BURBANK, CA

Project Term: 2019 - Ongoing | Contract Value (to date): \$470,000

SR 134 Arterial Improvements

The City of Burbank contracted ERSC to supervise work and provide coordination between the Contractor, the City, other agencies, consultants, utility companies, the public, adjacent property owners and other stakeholders for the installation of various traffic signal equipment and appurtenances as well as coordination with Burbank Water and Power for overhead wiring considerations, signing and striping, ramp, sidewalk construction and related ITS equipment. ERSC's CM/RE will also participate in public communications, if required by the City, to help identify and mitigate potential public nuisances and inconveniences resulting from various construction activities.

Bid Schedule 1462 Construction Services

ERSC provided full time inspection and construction management services during the construction phases of the project. This project was funded by Los Angeles County Proposition C and Local Transportation funds. The project will reconstruct 6 traffic signals (cabinet, poles, conduit, pull boxes, boxes, and wiring), remove and replace poles at 8 traffic signals, and install LED lighting and loop detector conduit at 29 traffic signal.



Nate Smith, PE, Deputy
 Director of Public Works/City
 Engineer
 951-922-3182
 nsmith@banningca.gov

ERSC Project Team:
 Cooly Smith
 Ralph Martinez

FOOTHILL WEST 3.76 MILLION-GALLON RESERVOIR, CITY OF BANNING, CA

Project Term: 2021-23 | Contract Value: \$300,000

ERSC’s team provided inspection services during the construction of a new 3.76 Million-Gallon reservoir in the City of Banning’s Foothill West pressure zone.

The welded steel reservoir facility was constructed to serve the rapidly growing City of Banning and it’s Atwell community. The 4,800 homes planned would require extra storage in the foothill west zone for both domestic and fire-suppression purposes. The facility was unique in that the rafters for the reservoir were designed and constructed on the tank’s exterior roof.

ERSC inspectors observed all phases of the facility’s construction including grading, welding, coating inspections, SCADA, and electrical component installation.



Jarb Thajpejr
 Public Works Director, City
 Engineer
 (909) 799-4400
 jthajpejr@lomalinda-ca.gov

ERSC Project Team:
 Breven Nescher

CONSTRUCTION MANAGEMENT & INSPECTION SERVICES, 1.6MG WELDED STEEL RESERVOIR, CITY OF LOMA LINDA, CA

Project Term: 2023 - Ongoing | Contract Value (to date): \$515,000

ERSC’s team provided inspection services during the construction of a new 1.6 million-gallon reservoir in the City of Loma Linda. The new reservoir is to provide additional supply to the City’s 1A, 2, and 2A pressure zones in the event that the existing reservoirs are taken offline for repairs or maintenance. The reservoir is of welded steel construction with extensive site improvements necessary. The site’s unique topography allows the reservoir to be hidden but requires extensive grading with 10,000 CY of material moved. ERSC inspectors were present for observation of the tank construction and also access road improvements, various site improvements, storm drain improvements, SCADA, and electrical component installation as well as coordination of geotechnical and coating inspections. ERSC also provided design services during the PS&E phase of the project.



Linda Jadeski, Manager of Engineering Services
 (909) 820-3713
 ljadeski@wvwd.org

Rosa Gutierrez, P.E., Senior Engineer
 (909) 875-1322
 rgutierrez@wvwd.org

ERSC Project Team:
 John M. Brudin, PE
 Joanna Rembis, PE
 Breven Nescher

Ron Worthington , PE
 Cooly Smith
 Jazz Goodie

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, WEST VALLEY WATER DISTRICT, RIALTO, CA

Project Term: 2013 - Ongoing | Contract Value (to date): \$731,200

Construction Management and Inspection Services - Casmalia Water Main Replacement
 WVWD contracted with ERSC for the Casmalia Water Main Replacement, which includes installation of 850 linear feet of 8-inch and 50 linear feet of 4-inch ductile iron pipe, 10 new services reconnections and one new fire hydrant within the street right of way. The replacement will occur on a residential street with typical utilities such as water, sewer, gas, storm drain and cable and the electrical is overhead.

Bloomington Area Water Main Relocations Phase 2A

WVWD’s Bloomington area is an older region of Rialto, CA. The original water layout of the residential areas consisted of public street access in the front of residential lots with a utility easement or alley at the rear of the lots. This utility easement was used for water line and water services to each residence. The location of the waterline and services created difficulties for District staff in maintenance and in reading each residence’s meter. The District retained ERSC to relocate the water lines from these utility easements to the public ROW. ERSC staff prepared PS&E for roughly 2100 LF of 12” waterline, 10000 LF of 8” waterline, and 236 water service connection relocations during phases I and II replacement projects. When relocating water services to the front of residences, it was determined that lots would also need to be re-piped to accommodate a new service location. ERSC coordinated efforts to install new waterlines on properties where it was required. An inspector worked with the contractor to ensure that impacts to properties were minimized.

Zone 4 - 30” Transmission Mainline Improvements Inspection Services

ERSC provided inspection services for the Zone 4 – 30” Transmission Mainline Improvements on Highland Avenue from Pepper Avenue to Oakdale Avenue, which was also designed by ERSC. The project involved the construction of a new waterline and associated appurtenances in Highland Avenue between Oakdale Avenue and Pepper Avenue in the City of Rialto. Construction included installation of approximately 3,700 lf of CML&C waterline. The proximity to Interstate 210 required interfacing with CalTrans and coordination with the agency’s procedures. During the course of construction, it was discovered that undocumented clay fill material was installed during the reconstruction of Highland Avenue. This clay fill material slowed construction significantly. With the slowed production, it was suggested that construction continue with CalTrans Force



Account Rates to allow for the now obsolete schedule. ERSC's inspector verified and documented all information on a daily basis for adequate cost accounting and invoice auditing to coincide with the force account methods.

Bloomington Waterline Replacements Phase 3A Construction Inspection Services

WVWD contracted with ERSC to implement Phase 3A of the Bloomington Area Waterline Replacement initiative. The District's selected contractor installed approximately 5,600 lineal feet of fully welded CML&C water line, relocated 141 water services from backyard alleyways to front of properties, and installed 14 new fire hydrants. ERSC's team was responsible for inspection during this phase of the project. ERSC's selected inspector performed observation and inspection during the entirety of the project to ensure the project was built per plans, specifications, contract documents, and in a timely fashion. As with previous phases, extensive coordination with local residents was required during the meter relocation phases. With house connections towards the rear of each structure, hand-trenching and installation of new plumbing was conducted to allow the new meter locations. Each residence was to be returned to a satisfactory condition as prior to construction.

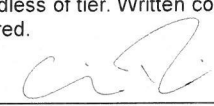
Construction Management & Inspection - Santa Ana Avenue Transmission Main Project Phase 2

The project includes the construction of a new 12-inch diameter DI transmission main for approximately 5,229 linear feet in Santa Ana Avenue that will provide improved fire flow for the residences in the area. The new transmission main will replace the existing 4-inch water main serving this area and will be constructed within the street right of way.

Appendix

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Highland 2. Contract DBE Goal: 22.2%
 3. Project Description: Construction Management and Inspection Services for the Natural Parkland Trails Project
 4. Project Location: City of Highland
 5. Consultant's Name: Engineering Resources of Southern California, Inc. 6. Prime Certified DBE:


7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Geotechnical Inspection and Materials Testing	CUCP #45365	Aragon Geotechnical 16801 Van Buren Blvd, Bldg. B Riverside, CA 92504	15.90
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	15.90 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ Consultant's Ranking after Evaluation: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
_____ 21. Local Agency Representative's Signature	_____ 22. Date	 _____ 12. Preparer's Signature	_____ 13. Date
_____ 23. Local Agency Representative's Name	_____ 24. Phone	_____ 14. Preparer's Name Director of Operations	_____ 15. Phone
_____ 25. Local Agency Representative's Title		_____ 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

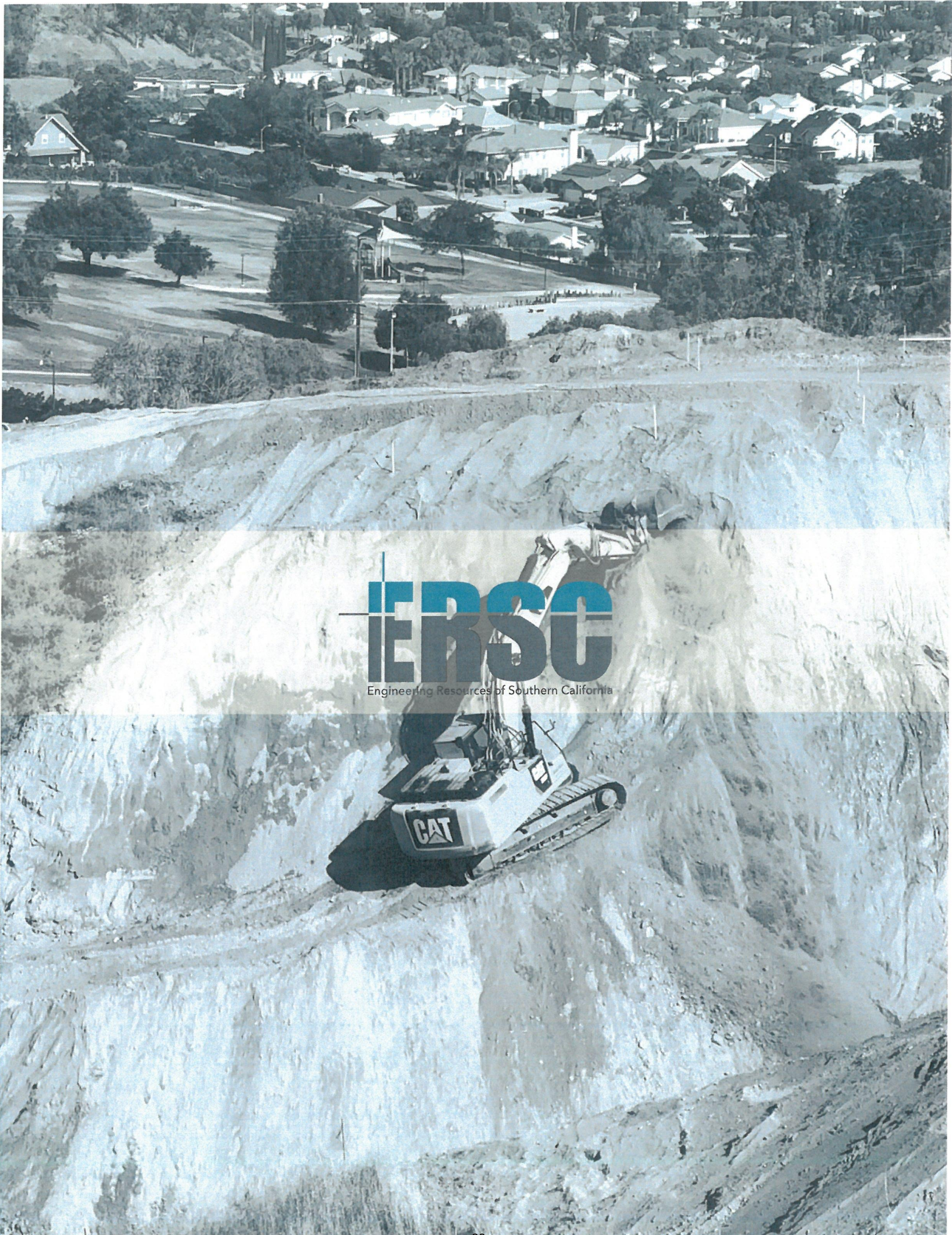
EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Highland 2. Contract DBE Goal: 22.2%
 3. Project Description: Construction Management and Inspection Services for the Natural Parkland Trails Project
 4. Project Location: City of Highland
 5. Consultant's Name: Engineering Resources of Southern California, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$191,017.85
 8. Total Dollar Amount for **ALL** Subconsultants: \$ 30,381.00 9. Total Number of **ALL** Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Geotechnical Inspection and Materials Testing	CUCP #45365	Aragon Geotechnical 16801 Van Buren Blvd, Bldg. B Riverside, CA 92504	\$ 30,381.00
Local Agency to Complete this Section			\$ 30,381
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	14. TOTAL CLAIMED DBE PARTICIPATION		15.90 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature	24. Date	 _____	8/23/24 16. Date
25. Local Agency Representative's Name	26. Phone	Craig Brudin _____	909-890-1255 18. Phone
27. Local Agency Representative's Title		Director of Operations _____	19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



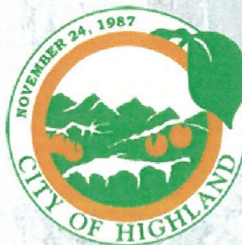
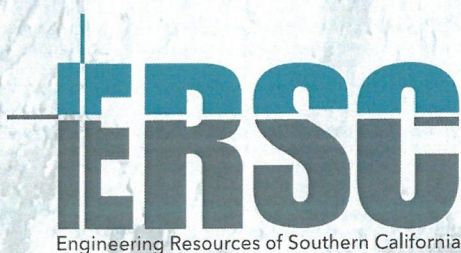
ERSG

Engineering Resources of Southern California

COST PROPOSAL

Construction Management and Inspection Services for the Natural Parkland Trails Project

Submitted: August 23, 2024



August 23, 2024

City of Highland
27215 Base Line
Highland, CA 92346

Attn: Octavio Duran Jr., Public Works Director/City Engineer

Local Office:
1861 W. Redlands Blvd.
Redlands, CA 92373
(909) 890-1255, info@erscinc.com

Evaluation Period Contact:
Ben Booth, PE
Project Manager
(909) 890-1255 x116
bbooth@erscinc.com

RE: COST PROPOSAL - Construction Management and Inspection Services for the Natural Parkland Trails Project

Dear Mr. Duran,

Engineering Resources of Southern California (ERSC) is pleased to have the opportunity to submit our rates to the City of Highland (City) as a qualified, experienced consultant to provide Construction Management and Inspection Services for the Natural Parkland Trails Project.

Our fee for this project has been calculated per the requirements of the Local Assistance Procedures Manual (LAPM) Forms, Prevailing Wage rates at the time of the project's advertisement, and the level of effort requested in the RFP. For addition transparency, we have included an hours allocation matrix for the City's review.

We look forward to the opportunity to work with the City and thank you for the opportunity to submit a proposal. If you have any questions or require additional information, please contact Craig Brudin at cbrudin@erscinc.com or 909/890-1255.

Respectfully submitted,



Craig Brudin, QSP
Director of Operations



Ben Booth, PE
Project Manager

CMIS-NATURAL PARKLAND TRAILS PROJECT

Prepared For: City of Highland

Prepared By: ERSC, Inc.

9/3/2024

TASK NO.	DESCRIPTION	Construction Manager	NPDES Inspector/Assistant CM	Assistant Engineer	Construction Inspector	SUB: Aragon Geotechnical	EST TOTAL HRS	EST TOTAL COST
		\$160	\$165	\$110	\$140			
1	Construction Management, Meetings & Coordination	58		32			90	\$12,800
2	Construction Inspection and SWPPP/QSP/QSD Inspections	6	38		960		1004	\$141,630
3	Geotechnical/Materials Inspection and Testing					\$ 30,381.00	0	\$0
4	SWPPP Preparation	16		24			40	\$5,200
Estimated Labor Hours		80	38	56	960		1134	
Estimated Total Labor Costs		\$ 12,800	\$ 6,270	\$ 6,160	\$ 134,400	\$ 30,381		\$ 190,011.00
OPTIONAL TASKS (not included in total)								
								\$ -
REIMBURSABLES								
i	Mileage							\$ -
ii	Reimbursables, Reproduction, etc.							\$ -
	SUBTOTAL							\$ -
PROJECT TOTAL								\$ 190,011.00



STAFF REPORT

TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

PREPARED BY: Matt Bennett, Assistant Public Works Director *MM*

REVIEWED BY: Octavio Duran Jr., Public Works Director/City Engineer *OD*

SUBJECT: Resolution of Intention to Establish City of Highland Community Facilities District No. 24-001 (Highland Park) Generally on Base Line east of Isabella Villa Court

RECOMMENDATION: That the City Council adopt Resolution No. 2024-_____, entitled: A Resolution of Intention of the City Council of the City of Highland to Establish Community Facilities District No. 24-001 (Highland Park) and to Authorize the Levy of a Special Tax Within City of Highland Community Facilities District No. 24-001 (Highland Park)

FISCAL IMPACT: The individual property owners are responsible for the annual payments of special taxes. The City will work with the County concerning the filing of the annual special tax with the County Auditor-Controller.

The property owner has posted a deposit in the amount of \$22,792.50 with its application to form the CFD in order to cover City costs incurred in connection with the formation. Approval of this resolution does not in any way commit the City to any financial contribution to or liability of the CFD. The City's cost to administer the CFD annually will be reimbursed through the special taxes charged to property owners.

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>16</u>
Denied _____	_____		File No. _____
Continued _____	Ayes _____		
_____	_____		
Tabled _____	Noes _____		
_____	Abstain _____		
_____	Absent _____		
<i>[Signature]</i>	_____	<i>[Signature]</i>	_____
City Clerk		City Manager	

BACKGROUND: The State legislature enacted the Mello-Roos Community Facilities Act of 1982 (the “Act”) to assist public agencies in financing certain public services. The developer, Century Communities of California, LLC, has requested that the City of Highland (the “City”) assist them in forming a district for the City to cover the costs associated with the maintenance of public improvements within the proposed district; specifically, storm drain facilities, landscaping, park facilities, street and park lights, bio retention facilities, access road, and graffiti maintenance. Services include building a reserve fund for replacement of the facilities. The development comprised of Tract 19915, is proposed to include 46 single family residential parcels, 1 public park and 2 open space/landscaping parcels at buildout. The entire CFD is comprised of 4.57 net taxable acres (5.89 gross acres) of residentially zoned land.

On May 22, 2001 the City Council considered and approved goals and policies concerning Community Facility Districts.

ANALYSIS

Approval of the attached Resolution is required under the Act to levy a special tax and fund certain services. The attached Resolution declares the City Council’s intention to form the proposed CFD No. 24-001 (Highland Park) and to authorize the levy of a special tax in accordance with an attached Rate and Method of Apportionment of Special Tax. The attached Resolution is the initial step for forming the CFD pursuant to the procedures prescribed by the Act, which include holding a public hearing and submitting the formation of the proposed CFD No. 24-001 (Highland Park) to the landowners at a special election to be conducted by mailed ballot.

The proposed district will be composed of Special Tax A and Special Tax B. Special Tax A provides funding for(i) Maintenance of in-tract street lights and park lights (ii) Maintenance of the public storm drain system, including but not limited to, catch basins, pipes and pipe connector screens (iii) Maintenance of the access road (iv) Capital replacement reserve accumulation for the public storm drain system, access road and bioretention pond and structures. Special Tax B provides funding for maintenance of (i) Public park landscape maintenance (ii) Open space landscape maintenance (iii) Basin landscape maintenance and (iv) Bioretention pond and storm detention system and structures and piping maintenance. Maintenance of the Special Tax B improvements shall be the responsibility of the Property Owner’s Association which will enter into a Dormancy Agreement with the City. The Dormancy Agreement shall state that Special Tax B will not be levied in any year, unless and until, the first year the City determines that the Special Tax B improvements have not been maintained by the Property Owner’s Association to a standard acceptable to the City.

Special Tax A will have a Maximum Special Tax of \$1,058.00 per parcel for Single Family Residential property and \$10,647 per acre for Undeveloped, Multifamily Residential and Non-Residential property. Special Tax B will have a Maximum Special Tax of \$1,011.00 per parcel for Single Family Residential property and \$10,174.00 per acre for Undeveloped, Multifamily Residential and Non-Residential property. These rates will increase based on the percentage increase in the Consumer Price Index with a maximum annual increase of 6% and a minimum annual increase of 2% of the Maximum Special Tax in effect in the previous fiscal year. The owners have filed a petition representing their willingness to move forward.

A public hearing on this matter will take place on November 12, 2024, and at that time the Council will hear any testimony concerning the formation and take action to adopt the "Resolution of Formation" and hold the special election regarding establishment of the Special Tax.

LEGAL

The Act authorizes the initiation of the establishment of community facilities districts upon receipt by the City of a petition requesting institution of proceedings by owners of not less than 10% of the area of land proposed to be included within the district. The City has received the signed petition from Century Communities of California, LLC, the sole land owner of the Property.

ATTACHMENTS

1. Resolution of Intention to Establish City of Highland Community Facilities District No. 24-001
2. Vicinity Map

RESOLUTION NO. 2024-___

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, TO ESTABLISH CITY OF HIGHLAND COMMUNITY FACILITIES DISTRICT NO. 24-001 (HIGHLAND PARK) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF HIGHLAND COMMUNITY FACILITIES DISTRICT NO. 24-001 (HIGHLAND PARK).

The City Council of the City of Highland the (“City Council”) does resolve as follows:

WHEREAS, the City Council of the City of Highland (the “City”) has received a petition (the “Petition”) requesting the institution of proceedings, which was signed by the sole owner of the land proposed for inclusion in a proposed community facilities district (the “Owner”) and which meets the requirements of Sections 53318 and 53319 of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Division 2 of Title 5 of the California Government Code (the “Act”); and

WHEREAS, pursuant to Section 53312.7 of the Act, the City adopted goals and policies concerning the establishment of community facilities districts on May 22, 2001.

WHEREAS, the Act authorizes the City Council to establish a community facilities district and to levy special taxes within that district; and

WHEREAS, in accordance with the request set forth in the Petition, the City Council desires to undertake proceedings to establish a community facilities district pursuant to the Act to finance certain services which are in addition to services currently provided in the territory of the proposed district and are necessary to meet increased demands placed upon the City as a result of the development of such land;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HIGHLAND DOES HEREBY FIND AND RESOLVE TO:

Section 1. Intention. The City Council hereby declares its intention to conduct proceedings for the formation of a community facilities district under the terms of the Act.

Section 2. Name of District. The name of the proposed community facilities district is “City of Highland Community Facilities District No. 24-001 (Highland Park)” (the “District”) which is comprised of Tract 19915.

Section 3. Boundaries of District. The exterior boundaries of the District are shown on the map now on file in the office of the City Clerk entitled “Proposed Boundary -

Community Facilities District No. 24-001 (Highland Park)” (the “Map”). The Map indicates by a boundary line, the extent of the territory included in the proposed District and shall govern for all details as to the extent of the District. On the original and one copy of the Map, the City Clerk shall endorse the certificate evidencing the date and adoption of this Resolution. The City Clerk shall file the original of the Map in the Clerk’s office and, within fifteen days after the adoption of this Resolution, the City Clerk shall file a copy of the Map so endorsed in the records of the County Recorder, San Bernardino County, State of California, and in any event this Map shall be filed no later than fifteen days before the public hearing specified in Section 6 below.

Section 4. Services. The type of services proposed to be provided within the District and to be financed under the Act shall consist of those services set forth on Exhibit “A” (the “Services”), attached hereto and incorporated herein by reference. The Services are in addition to services currently provided in the District and are necessary to meet increased demands placed upon the City as a result of the development occurring in the District.

Section 5. Special Tax.

a. Except where funds are otherwise available to pay for the Services, it is the intention of the City Council, commencing Fiscal Year 2025-2026, to levy annually in accordance with procedures contained in the Act a special tax (the “Special Tax”) within the District sufficient to pay for the costs thereof, including incidental expenses. The types of incidental expenses proposed to be incurred are set forth in Exhibit “B.” The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the District and will be collected in the same manner as ordinary ad valorem property taxes are collected, or in such other manner as may be provided by the City Council including, without limitation, direct billing of the affected property owner, and shall be subject to the same penalties, procedure, sale and lien priority in case of delinquency as applicable for ad valorem property taxes. In the first year in which the Special Tax is levied, the levy shall include a sum sufficient to repay to the City all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

b. The proposed Rate and Method of Apportionment of the Special Tax (the “Rate and Method”) among parcels of real property in the District, in sufficient detail to allow each resident or landowner within the proposed District to estimate the maximum amount such resident or owner will have to pay, is shown in Exhibit “C,” attached hereto and incorporated herein by reference. The City Council hereby determines the Rate and Method set forth in Exhibit “C” to be reasonable.

Section 6. Hearing. A public hearing on the establishment of the District, the extent of the District, the furnishing of Services within the District, and the proposed Rate and Method (the “Hearing”) shall be held on November 12, 2024, at 6:00 p.m., or as soon thereafter as practicable, at the Council Chambers of the City of Highland, 27215 Base

Line Highland, California 92346. At the Hearing, any interested person or taxpayer, including all persons owning lands or registered to vote within the proposed District, may appear and be heard.

Section 7. Report. The Staff of the City is directed to study the proposed District and prepare for filing at the Hearing the report required by Section 53321.5 of the Act. The staff of the City may delegate to consultants of the City the duty to perform the study and prepare the report.

Section 8. Advances. The City may accept advances of funds or work in-kind from any source, including, but not limited to, private persons or private entities, and is authorized and directed to use such funds or that work in-kind for any authorized purpose, including, but not limited to, paying any cost incurred by the City in creating the District. The City may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 9. Published Notice. The City Clerk is hereby directed to publish a notice of the Hearing (“Notice”), pursuant to Section 6061 of the California Government Code, once in a newspaper of general circulation published in the area of the proposed District. Such Notice shall be substantially in the form specified in Section 53222 of the Act. Publication of the Notice shall be completed at least seven days prior to the date of the Hearing.

Section 10. Mailed Notice. The City Clerk is hereby directed to send a copy of the Notice by first-class mail, postage prepaid, to each registered voter and to each landowner within the proposed District as shown on the last equalized assessment roll. Mailing of the Notice shall be completed at least fifteen days prior to the date of the Hearing.

Section 11. Voting. Should the City Council determine to form the District, a special election will be held within the District to authorize the levy of the Special Tax in accordance with the procedures contained in Section 53326 of the Act. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the District. Ballots for the special election may be distributed by mail with return postage prepaid or by personal service.

Section 12. Exemptions from Special Tax. Except as may otherwise be provided in Exhibit “C” hereto or by law, all lands owned by any public entity, including the United States, the State of California, County of San Bernardino and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services. In addition, reference is hereby made to Exhibit “C” for a description of other lands, if any, which shall be omitted

from the levy of the Special Tax.

Section 13. Election to Perform Work. Pursuant to 53329.5(c) of the Act, the City Council finds that, in its opinion, the public interest will not be served by allowing property owners in the District to enter into a contract pursuant to Section 53329.5(a) of the Act.

APPROVED AND ADOPTED this 10th day of September, 2024.

Penny Litburn
Mayor

ATTEST:

Alondra Munoz
City Clerk

Exhibit "A"

Description of Services

Authorized Services shall be the following:

- **Street Lights and Park Lights:** Street lights and park lights maintenance including energy charges, operation, maintenance and administrative costs of streetlights within the boundaries of the CFD.
- **Landscape and Park Maintenance:** Landscape maintenance to be financed, including streetscape, park landscaping, open space areas and related facilities. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, repair/replacement and inspection.
- **Private Access Roads:** Private Access Roads maintenance includes furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of private access roads.
- **Stormwater Facilities:** Maintenance, administration and inspection of the stormwater facilities and BMPs including water quality basins, bioretention pond and storm detention system and structures, piping, public storm drain system including, but not limited to, catch basins and connector pipe screens, and any other NPDES/WQMP/BMP related devices. The maintenance may include but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, lighting, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, or structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services.
- **Litter and graffiti removal on sound walls and other amenities,** including but not limited to playground equipment and trash cans, plus normal painting as required, within the CFD.

- All other services necessary or useful for, or in connection with, the authorized services listed above, including building a reserve fund for replacement of facilities.

Exhibit "B"

Incidental Expenses

The cost of the Services shall include incidental expenses, including costs associated with formation of the District, determination of the amount of the Special Tax, collection of the Special Tax, payment of the Special Tax, costs incurred in order to carry out the authorized purposes of the District, and the costs of engineering, inspecting, coordinating, completing, planning and designing the Services, including the costs of environmental evaluations. Authorized Services shall be the following:

The following incidental expenses are examples of those that may be incurred in the formation of the District:

- Engineering services,
- Publishing, mailing and posting of notices,
- Governmental notification and filing costs,
- Election costs, and
- Charges and fees of the City other than those waived.

The following incidental expenses are examples of those that may be incurred in each annual Special Tax levy:

- Necessary consultant costs,
- Costs of posting and collecting the special taxes, and
- Administrative costs of the City.

Exhibit "C"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
COMMUNITY FACILITIES DISTRICT NO. 24-001 (HIGHLAND PARK)
OF THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF
CALIFORNIA**

A Special Tax (all capitalized terms are defined in Section A., “Definitions”, below) shall be applicable to each Parcel of Taxable Property located within the boundaries of Community Facilities District No. 24-001 (Highland Park). The amount of Special Tax to be levied on a Parcel in each Fiscal Year, commencing in Fiscal Year 2025-2026, shall be determined by the City Council of the City of Highland, acting in its capacity as the legislative body of the CFD by applying the appropriate Special Tax as set forth in Sections B., C., and D., below. All of the real property within the CFD, unless exempted by law or by the provisions of Section E. below, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Acre” or “Acreage” means the land area of a Parcel as indicated on the most recent Assessor’s Parcel Map, or if the land area is not shown on the Assessor’s Parcel Map, the land area shown on the applicable Final Map, Assessor’s Parcel Map, condominium plan, or other recorded County map or the land area calculated to the reasonable satisfaction of the Administrator using the boundaries set forth on such map or plan. The square footage of a Parcel is equal to the Acreage of such Parcel multiplied by 43,560.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means all actual or reasonably estimated costs and expenses of the CFD that are chargeable or allocable to carry out its duties as the Administrator of the CFD as allowed by the Act, which shall include without limitation, all costs and expenses arising out of or resulting from the annual levy and collection of the Special Tax (whether by the City or designee thereof or both), any litigation or appeal involving the CFD, and other administrative expenses of the City or designee thereof directly related to the CFD. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD for attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure as a result of delinquent Special Taxes.

“Administrator” means an official of the City, or designee thereof, responsible for determining the annual amount of the levy and collection of the Special Taxes.

“Approved Property” means all Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a Building Permit prior to the April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Assessor” means the Assessor of the County.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating Parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the number assigned to a lot or Parcel for purposes of identification as determined from an Assessor Parcel Map or the applicable assessment roll.

“Base Year” means the Fiscal Year ending June 30, 2025.

“Boundary Map” means a recorded map of the CFD which indicates by a boundary line the extent of the territory identified to be subject to the levy of Special Taxes.

“Building Permit” means the first legal document issued by a local agency giving official permission for new construction. For purposes of this definition, "Building Permit" shall not include any subsequent Building Permits issued or changed after the first issuance.

“CFD” means Community Facilities District No. 24-001 (Highland Park) of the City of Highland.

“City” means the City of Highland, California

“Consumer Price Index” means the Consumer Price Index published by the U.S. Bureau of Labor Statistic for “All Urban Consumers” in the Riverside-San Bernardino-Ontario Area, measured as of the month of March in the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario Area.

“Council” means the City Council of the City acting as the legislative body of the CFD.

“County” means the County of San Bernardino, California.

“Developed Property” means all Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction has been issued prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Dwelling Unit” or “(D/U)” means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Exempt Property” means any Parcel which is exempt from Special Taxes pursuant to Section E., below.

“Final Map” means a subdivision of property by recordation of a Assessor’s Parcel Map or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the 12 month period starting on July 1 of any calendar year and ending the following June 30.

“Land Use Class” means any of the classes listed in Table 1 and Table 2 of Section C. below.

“Maximum Special Tax” means the Maximum Special Tax A and Maximum Special Tax B.

“Maximum Special Tax A” means for each Parcel in each Fiscal Year, the greatest amount of Special Tax A, determined in accordance with Section C., below, which may be levied on such Parcel in such Fiscal Year.

“Maximum Special Tax B” means for each Parcel in each Fiscal Year, the greatest amount of Special Tax B, determined in accordance with Section C., below, which may be levied on such Parcel in such Fiscal Year.

“Mixed Use” means a zoning type that blends residential, commercial, retail or other land uses on a single parcel.

“Multifamily Residential Property” means all Parcels of Developed Property that consists of a building or buildings comprised of attached Dwelling Units available for rental by the general public, not for sale to an end user, and under common management.

“Non-Residential Property” means all Parcels of Developed Property for which a Building Permit was issued, permitting the construction of one or more non-residential structures.

“Operating Reserves” means cash reserves to fund the Special Tax A Requirement, and Special Tax B Requirement in the event of cash flow shortages or unexpected increases in costs.

“Parcel(s)” means a lot or parcel within the CFD shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number valid as of July 1st for the Fiscal Year for which the Special Tax is being levied.

“Property Owner’s Association Property” means all Parcels which have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association, prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Proportionately” means for Parcels of Taxable Property that are (i) Developed Property, that the ratio of the actual Special Tax levy to Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property, Public Property or Property Owner’s Association Property, that the ratios of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property and Property Owner’s Association Property.

“Public Property” means all Parcels which, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied, are (i) used for rights-of-way or any other purpose and are owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State, the County, City or any other public agency, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Residential Property” means all Parcels of Developed Property for which a Building Permit has been issued permitting the construction of one or more residential Dwelling Units.

“Single Family Property” means all Parcels of Residential Property, other than Multifamily Residential Property.

“Special Tax(es)” means the Special Tax A and Special Tax B to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D.

“Special Tax A” means the special tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D.1 to fund the Special Tax A Requirement.

“Special Tax Area A” means the parcels comprising Special Tax Area A as depicted and defined in the Boundary Map.

“Special Tax A Requirement” means for each Fiscal Year, that amount required to pay: (i) the estimated cost of Special Tax Area A Services for such Fiscal Year as determined

by the City; (ii) fund the Special Tax A Reserve Fund in an amount not to exceed 20% of the Special Tax A Reserve Fund Requirement (iii) pay Administrative Expenses; (iv) pay for the actual or anticipated shortfall due to Special Tax A delinquencies in the current or prior Fiscal Year; and (v) less a credit for funds available to reduce the annual Special Tax A levy as determined by the Administrator.

“Special Tax A Reserve Fund” means a fund to be used for capital replacement and Operating Reserves related to the Special Tax A Services.

“Special Tax A Reserve Fund Requirement” means an amount up to 200% of the anticipated annual cost of Special Tax A Services of \$97,317 for the Base Year. The Special Tax A Reserve Fund Requirement shall be increased annually, commencing July 1, 2026, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the amount in effect in the previous Fiscal Year.

“Special Tax A Services” means (i) In-Tract Street lights and park lights maintenance including energy charges, operation, maintenance and administrative costs of streetlights within the boundaries of Special Tax Area A, (ii) Maintenance of the public storm drain system, including but not limited to, catch basins, pipes and pipe connector screens (iii) Maintenance of the access road (iv) Capital replacement reserve accumulation for the public storm drain system, access road and bioretention pond and structures.

“Special Tax B” means the special tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D.2 to fund the Special Tax B Requirement. Maintenance of the Special Tax B Improvements shall be the responsibility of the Property Owner’s Association as long as the Special Tax B Improvements are being maintained to a standard acceptable to the City. Special Tax B shall not be levied in any year the City determines that the Special Tax B Improvements have been maintained to a standard acceptable to the City. Special Tax B shall begin to be levied in the first year in which the City determines that the Special Tax B Improvements have not been maintained to a standard acceptable to the City. The City shall not levy Special Tax B without first giving notice to the Property Owner’s Association specifying the maintenance deficiency related to the Special Tax B Improvements and allowing a sufficient period, as determined by the City, for curing such deficiency

“Special Tax Area B” means the parcels comprising Special Tax Area B as depicted and defined in the Boundary Map.

“Special Tax B Requirement” means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Special Tax Area B Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount not to exceed 20% of the Special Tax B Reserve Fund Requirement (iii) pay Administrative Expenses; (iv) pay for the actual or anticipated shortfall due to Special Tax B delinquencies in the current or prior Fiscal Year; and (v) less a credit for funds available to reduce the annual Special Tax B levy as determined by the Administrator.

“Special Tax B Reserve Fund” means a fund to be used for capital replacement and Operating Reserves related to the Special Tax B Services.

“Special Tax B Reserve Fund Requirement” means an amount up to 200% of the anticipated annual cost of Special Tax B Services of \$90,623 for the Base Year. The Special Tax B Reserve Fund Requirement shall be increased annually, commencing July 1, 2026, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the amount in effect in the previous Fiscal Year.

“Special Tax B Services” means (i) Public park landscape maintenance (ii) Open space landscape maintenance (iii) Basin landscape maintenance and (iv) Bioretention pond and storm detention system and structures and piping maintenance. Landscaping maintenance may include, but is not limited to, all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting; visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: deficiencies, erosion, trash, silt, sediment, or structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services.

“State” means the State of California.

“Taxable Property” means all Parcels within the boundary of the CFD, inclusive of Special Tax A and Special Tax B pursuant to the Boundary Map which are not exempt from the Special Tax pursuant to Section E., below.

“Taxable Unit” means either a Dwelling Unit or an Acre, as shown in Tables 1-3.

“Undeveloped Property” means all Parcels of Taxable Property not classified as Developed Property, Approved Property, Public Property, or Property Owner’s Association Property.

B. ASSIGNMENT TO LAND USE CLASS

Each Fiscal Year, commencing with Fiscal Year 2025-2026, all Parcels of Taxable Property shall be classified as either Developed Property, Approved Property, Undeveloped Property, Public Property, or Property Owner’s Association Property; and subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment as determined pursuant to Sections C. and D.

Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Parcels of Residential Property shall further be classified as Single Family or Multifamily Residential Property.

C. MAXIMUM SPECIAL TAX RATES

1. Developed Property

The Maximum Special Tax A and Maximum Special Tax B that may be levied and escalated, as explained further in Section C.1. (a) below, in any Fiscal Year for each Parcel classified as Developed Property shall be determined by reference to Table 1 below according to the Special Tax Area in which the Parcel is located.

**TABLE 1
Maximum Special Tax Rates for Developed Property
for Fiscal Year 2025-2026**

Land Use Class	Description	Taxable Unit	Maximum Special Tax A Per Taxable Unit	Maximum Special Tax B Per Taxable Unit
1	Single Family Residential Property	D/U	\$1,058	\$1,011
2	Multifamily Residential Property	Acre	\$10,647	\$10,174
3	Non-Residential Property	Acre	\$10,647	\$10,174

(a) Increase in the Maximum Special Tax

On each July 1, following the Base Year, the Maximum Special Tax A and Special Tax B, identified in Table 1 above, shall be increased annually, commencing July 1, 2026, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax in effect in the previous Fiscal Year.

(b) Multiple Land Use Classes

In some instances a Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax A that may be levied on such Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land

Use Class located on that Parcel. The Maximum Special Tax B that may be levied on such Parcel shall be the sum of the Maximum Special Tax B that can be levied for each Land Use Class located on that Parcel. For a Parcel that contains more than one Land Use Class (Mixed Use) the Single Family Property portion will be assessed based on Dwelling Units and the other land uses will be assessed based on acreage as designated for each land use as determined by reference to the site plan approved for such Parcel. The Administrator's allocation to each Land Use Class shall be final.

2. Approved Property

The Maximum Special Tax A and Maximum Special Tax B that may be levied and escalated for each Parcel classified as Approved Property shall be the amount determined by reference to Table 4 according to the Special Tax Area within which the Parcel is located.

**TABLE 2
Maximum Special Tax for Approved Property
for Fiscal Year 2025-2026**

Maximum Special Tax A Per Acre	Maximum Special Tax B Per Acre
\$10,647	\$10,174

The Maximum Special Tax A and Maximum Special Tax B for Approved Property shall be increased annually, commencing July 1, 2026, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

The Maximum Special Tax A for each Parcel of Approved Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax A per Acre times the Acreage of such Parcel; provided, however, for a Parcel of Approved Property that is expected to become Single Family Property as reasonably determined by the Administrator based on the Final Map recordation for such Parcel, the Maximum Special Tax A for such Parcel of Approved Property shall be calculated pursuant to Section C.1 as if such Parcel were already designated as Single Family Property.

The Maximum Special Tax B for each Parcel of Approved Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax B per Acre times the Acreage of such Parcel; provided, however, for a Parcel of

Approved Property that is expected to become Single Family Property as reasonably determined by the Administrator based on the Final Map for such Parcel, the Maximum Special Tax B for such Parcel of Approved Property shall be calculated pursuant to Section C.1 as if such Parcel were already designated as Single Family Property.

The Maximum Special Tax A and Maximum Special Tax B for Approved Property, each area calculated independent of the other, shall be increased annually, commencing July 1, 2026, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

3. Undeveloped Property

The Maximum Special Tax A and Maximum Special Tax B that may be levied and escalated for each Parcel classified as Undeveloped Property shall be the amount determined by reference to Table 3 according to the Special Tax Area within which the Parcel is located.

**TABLE 3
Maximum Special Tax for Undeveloped Property
for Fiscal Year 2025-2026**

Maximum Special Tax A Per Acre	Maximum Special Tax B Per Acre
\$10,647	\$10,174

The Maximum Special Tax A and Maximum Special Tax B for Undeveloped Property shall be increased annually, commencing July 1, 2026, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

4. Public Property and/or Property Owner’s Association Property that is not Exempt Property pursuant to the provisions of Section E.

The Maximum Special Tax A for each Parcel of Taxable Public Property and/or Property Owners Association Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax A per Acre times the Acreage of such Parcel and shall be increased annually, commencing July 1, 2026, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax A in effect in the previous Fiscal Year.

The Maximum Special Tax B for each Parcel of Taxable Public Property and/or Property Owners Association Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax B per Acre times the Acreage of such Parcel and shall be increased annually, commencing July 1, 2024, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax B in effect in the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2025-2026 and for each following Fiscal Year, the Administrator shall levy the Special Tax A on all Taxable Property until the amount of Special Tax A equals the Special Tax A Requirement in accordance with the following steps:

First: The Special Tax A shall be levied Proportionately on each Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax A as needed to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional moneys are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, the Special Tax A shall be levied Proportionately on each Parcel of Undeveloped Property at up to 100% of the applicable Maximum Special Tax A for Undeveloped Property;

2. Special Tax B

Commencing with Fiscal Year 2025-2026 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property until the amount of Special Tax B equals the Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax A as needed to satisfy the Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax B for Approved Property;

Third: If additional moneys are needed to satisfy the Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property at up to 100% of the applicable Maximum Special Tax B for Undeveloped Property;

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Parcel of Residential Property for which a Building Permit has been issued be increased by more than ten percent (10%) as a result of a delinquency in the payment of the Special Tax applicable to any other Parcel above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

E. EXEMPTIONS

The CFD shall not levy Special Taxes on Public Property and Property Owner's Association Property within the CFD. If any Parcels of Public Property or Property Owner's Association Property are converted to Taxable Property as the result of the sale or lease of an Exempt Parcel to a private owner for residential or non-residential development, it shall become subject to the Special Tax in accordance with this Rate and Method of Apportionment as determined pursuant to Sections C. and D.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and provided further that the CFD may covenant to foreclose and may actually foreclose on Parcels having delinquent Special Taxes as permitted by the Act.

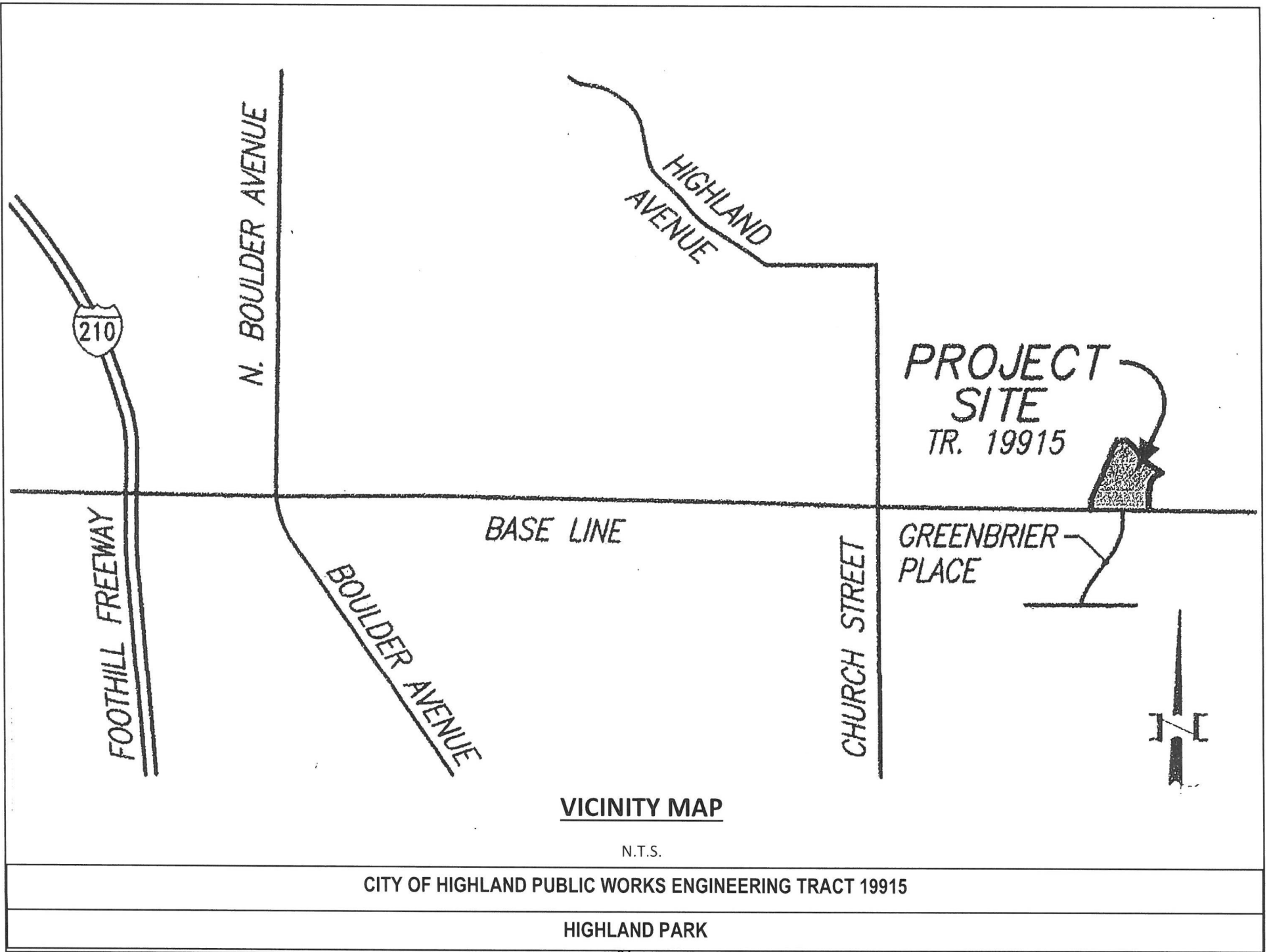
G. APPEALS

Any taxpayer may file a written appeal of the Special Tax on his/her Parcel(s) with the Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes must be paid on or before the payment due date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The Administrator shall review the appeal, meet with the appellant if the Administrator deems necessary, and advise the appellant of its determination. If the Administrator agrees with the appellant, the Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant's Parcel(s). No refunds of previously paid Special Taxes shall be made.

The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual levy and administration of the Special Tax and any taxpayer who appeals, as herein specified.

H. TERM OF THE SPECIAL TAX

The Special Tax A and Special Tax B shall be levied annually in perpetuity unless terminated earlier by the City.



VICINITY MAP

N.T.S.

CITY OF HIGHLAND PUBLIC WORKS ENGINEERING TRACT 19915

HIGHLAND PARK



STAFF REPORT TO THE CITY COUNCIL

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

REVIEWED BY: Lawrence A. Mainez, Community Development Director *Lmainez*
Alondra Munoz, City Clerk

PREPARED BY: Camille Duarte, Administrative Assistant III *(C)*

SUBJECT: Declare Two (2) Seats Vacant on the Community Trails Committee

RECOMMENDATION: Staff recommends the City Council:

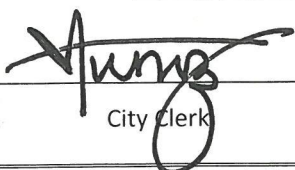

1. Declare two (2) seats vacant on the Community Trails Committee; and
2. Direct the City Clerk to advertise the vacancy on the Community Trails Committee.

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.

Committee Members Brent Merideth and Richard Bowman terms expire in October 2024. Therefore, it would be appropriate for the City Council to declare two (2) seats vacant on the Community Trails Committee and direct the City Clerk to advertise and post those vacancies.

Attachment: 2024 Attendance Record

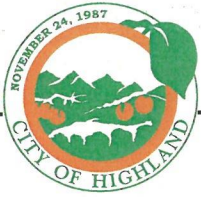
Approved _____	Motion _____	Second _____	Agenda Item No. <u>17</u>
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 _____ City Clerk		 _____ City Manager	

ATTACHMENT 1

Attendance Record

2024 Community Trails Committee Attendance

	Legend:	A - Absent	P - Present	Meeting Date: 2nd Thursday
Date	Richard Bowman	Erwin Fogerson	Brent Merideth	Michael McMillan
1/8/2024	P	P	P	P
2/8/2024	P	P	P	P
3/14/2024	P	P	P	A
5/9/2024	P	P	P	A
TOTALS	P-4	P-4	P-4	P-2
	A-0	A-0	A-0	A-2



STAFF REPORT

TO THE CITY COUNCIL

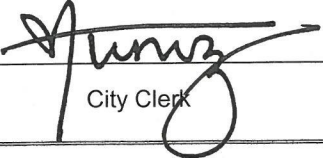
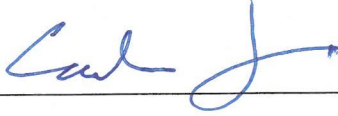
DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

PREPARED BY: Alondra Muñoz, 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>18</u>
Denied _____	Ayes _____		File No. _____
Continued _____	Noes _____		
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	



STAFF REPORT

TO THE CITY COUNCIL

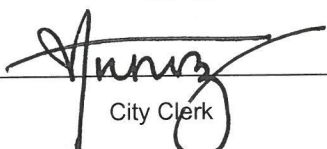
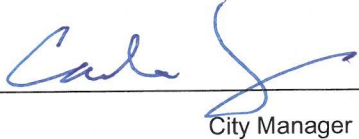
DATE: September 10, 2024

FROM: Carlos Zamano, City Manager

PREPARED BY: Alondra Muñoz, 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>19</u>
Denied _____	Ayes _____		File No. _____
Continued _____	Noes _____		
Tabled _____	Abstain _____		
	Absent _____		
 City Clerk		 City Manager	



STAFF REPORT

TO THE HOUSING AUTHORITY

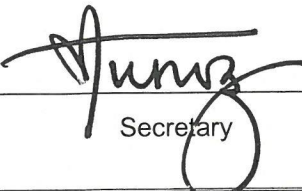
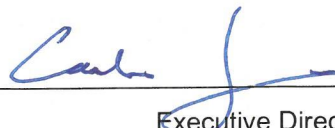
DATE: September 10, 2024

FROM: Carlos Zamano, Executive Director

PREPARED BY: Alondra Muñoz, Secretary

SUBJECT: Minutes - July 9, 2024 Special Meeting

RECOMMENDATION: Approve the Minutes as submitted.

Approved _____	Motion _____	Second _____	Agenda Item No. <u>1</u>
Denied _____	Ayes _____		File No. _____
Continued _____	Noes _____		
Tabled _____	Abstain _____		
	Absent _____		
 Secretary		 Executive Director	

1

CALL TO ORDER

The special meeting of the Housing Authority of the City of Highland was called to order at 6:33 p.m. by Chair Lilburn at the Donahue Council Chambers, 27215 Base Line, Highland, California.

ROLL CALL

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

PUBLIC COMMENT

None

BUSINESS ITEMS

1. Minutes - December 12, 2023 Regular Meeting

A MOTION was made by Vice Chair McCallon, seconded by Authority Member Solano, to approve the Minutes as submitted. Motion carried, 5-0.

2. Resolution No. HA2024-001 Authorizing Investment of the Highland Housing Authority Monies in the Local Agency Investment Fund (LAIF)

A MOTION was made by Vice Chair McCallon, seconded by Authority Member Solano, to adopt Resolution No. HA2024-001 authorizing investment of the Highland Housing Authority monies in the Local Agency Investment Fund (LAIF). Motion carried, 5-0.

RESOLUTION NO. HA2024-001

**A RESOLUTION OF THE HIGHLAND HOUSING AUTHORITY OF THE
CITY OF HIGHLAND, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN
THE LOCAL AGENCY INVESTMENT FUND (LAIF) AND REPEALING RESOLUTION
NO. HA2018-001**

ADJOURN

There being no further business, Chair Lilburn adjourned the meeting at 6:34 p.m.

Submitted By:

Approved By:

Alondra Muñoz
Secretary

Penny Lilburn
Chair



STAFF REPORT

TO THE CITY COUNCIL/HOUSING AUTHORITY

DATE: September 10, 2024

FROM: Carlos Zamano, City Manager/Executive Director

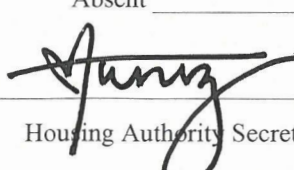

PREPARED BY: Lawrence A. Mainez, Community Development Director/
Assistant Executive Director,
Kim Stater, Assistant Community Development Director, *KS*
Steve Dukett, TKE Managing Director (Authority Consultant),
Maricela Marroquin, City Attorney/Housing Authority Counsel

SUBJECT: Second Amendment of the Ground Lease with Housing Venture I, enabling the refinancing and loan funds to make repairs and improvements related to the Jeffrey Court Senior Apartments, and extend the Ground Lease Term for an additional twenty-six (26) years, enacting a new fifty-five (55) year term, and First Amendment of the Regulatory Agreement between Housing Authority, City and Lessee to extend the term of the affordability covenant by an additional twenty-six (26) years.

LOCATION: 7367 Central Avenue, Highland, CA
Assessor's Parcel Number: 1192-411-42

RECOMMENDATION: Staff recommends the City of Highland City Council and Highland Housing Authority consider the following actions:

1. Adopt City Council Resolution No. 2024 - _____ approving the First Amendment of Regulatory Agreement between the Housing Authority, the City of Highland, and Housing Venture I, and making a finding of exemption under the California Environmental Quality Act.

Approved _____	Motion _____	Second _____	Agenda Item No. 2
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
 _____ Housing Authority Secretary		 _____ Executive Director	

2. Adopt Housing Authority Resolution No. 2024 - _____ approving the Second Amendment of the Ground Lease with Housing Venture I, enabling the refinancing and loan funds to make repairs and improvements related to the Jeffrey Court Senior Apartments, and extending the Ground Lease Term for an additional twenty-six (26) years, and the First Amendment of the Regulatory Agreement between Housing Authority, City and Lessee to extend the term of the affordability covenant by an additional twenty-six (26) years; and
3. Direct the Housing Authority Secretary/City Clerk to file a Notice of Exemption with the San Bernardino County Clerk of the Board of Supervisors.

FISCAL IMPACT: The Housing Authority currently receives a fixed lease rate of \$120,000 per year under the existing Gound Lease (\$10,000 per month). The cash received from such land rental payments is used by the Housing Authority for affordable housing purposes. Housing Venture I, is currently paying down three (3) secured loans made in 1998 by the City of Highland and the former Highland Redevelopment Agency (and now held by the Housing Authority as successor to the housing assets of the former Highland Redevelopment Agency). The balance for those three loans is approximately \$695,728 at 1% simple interest and remain in a subordinate position to the primary financing, and therefore unaffected by the subject Ground Lease Amendment.

ENVIRONMENTAL REVIEW: The City’s Planning Division reviewed the Project in compliance with the California Environmental Quality Act (“CEQA”). Staff has determined that the Project is exempt from CEQA review pursuant to CEQA Guidelines Section 15301 (Class 1 – Existing Facilities) which provides an exemption of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. In the case of Jeffrey Court Senior Apartments, the Property is already improved with an apartment complex. The Second Amendment to the Ground Lease and First Amendment to the Regulatory Agreement will allow the Lessee to upgrade the existing plumbing facilities which involves no expansion of the existing use. In addition, the Project is exempt pursuant to CEQA Guidelines Section 15061(b)(3) which provides a common sense exemption in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As the Property is already improved with an apartment complex, and only minor improvements will be made to the apartment, there is no possibility that the lease extension or extension of the regulatory agreement will have a significant effect on the environment. A Notice of Exemption will be filed with the County Clerk of the Board, subject to the Housing Authority Board’s

and City Council's approval of the Second Amendment of Ground Lease and First Amendment of Regulatory Agreement.

PUBLIC NOTICE: As required by Resolution, the Agenda was posted at the City's three (3) designated posting locations within the City. In addition, the Public Hearing Notice was published in the Sun Newspaper on August 23, 2024, and August 30, 2024, and posted on the City's Website. In addition, in accordance with the California Health and Safety Code Section 33433, an informational report was prepared and made available to the public by August 23, 2024, and it is attached to this staff report for City Council and Housing Authority review. The 33433 Report is an integral part of the comprehensive package of public documents to be presented to and reviewed by the Housing Authority during a noticed public hearing prior to considering the possible approval of the Second Amendment to the Ground Lease and First Amendment to the Regulatory Agreement.

BACKGROUND: The 184-unit Jeffrey Court Senior Apartments project with one (1) manager's unit was completed by Housing Venture I, LP (the "Lessee") in 1998 with assistance from the City of Highland, the Highland Redevelopment Agency, the Lessee's limited equity partner, and East-West Bank. The Jeffrey Court Apartments are located at 7367 Central Avenue, which is a 7.21-acre site that is currently owned by the Highland Housing Authority (formerly owned by the Highland Redevelopment Agency). The Site is ground-leased to the Lessee pursuant to a Disposition and Development Agreement initially approved on March 27, 1998 (the "Original DDA") by and between the former Highland Redevelopment Agency, the City and the Lessee. The Ground Lease is dated as of March 27, 1998 (the "Original Lease") and has been amended by a First Amendment to Ground Lease also dated March 27, 1998 (the "Existing Lease"). The term of the Existing Lease commenced as of March 27, 1998, and has a term of 55 years (with approximately 29.5 years remaining). The Original DDA and Lease was first amended on November 10, 2015, and through that amendment also further amended the Existing Ground Lease.

All of the apartment units available to tenants are restricted by either Home Investment Partnership Program ("HOME"), Low-Income Housing Tax Credit ("LIHTC"), or redevelopment agency Low- and Moderate-Income Housing Fund ("LMIHF") requirements as to tenant income eligibility and as to the cost of occupancy. The apartments have been an excellent addition to the fabric of the Highland senior community and have been well maintained by the Lessee but are now in need of some upgrades.

GROUND LEASE AMENDMENT: During June 2023, the Lessee submitted its approximately \$2.3 million plan to upgrade the plumbing and piping system at the Jeffrey Court Senior Apartments that included refinancing its first lien East-West Bank loan by securing replacement primary debt and/or equity funds to finance the needed upgrades. Given the anticipated term of the replacement primary debt, the financial feasibility of the plan requires a 26-year extension of the term of the Ground Lease. In addition, in exchange for the 26-year extension of the Lease, the Lessee has offered to extend the affordability covenants by 26 years from the date funding is secured and the

Ground Lease is recorded (extending term to 2079). All other terms and conditions would remain the same. A description of the improvements is included as Exhibit A to the attached “Second Amendment of the Ground Lease and First Amendment of Regulatory Agreement” (See Attachment 3, Housing Authority Resolution). The extension of the affordability covenant will be memorialized in the First Amendment of the Regulatory Agreement.

The Lessee anticipates that the funds necessary to complete the required improvements will be available from its lender and disbursed pursuant to its lender’s usual disbursement procedures for improvements of this kind. It is estimated the improvements will cost approximately \$2.3 million.

The effectiveness of the proposed amendment to the Ground Lease and the extension of the affordability covenant will occur concurrently with the Lessee’s refinancing of the project. As noted in the proposed amendment to the Ground Lease and agreed to by the Lessee, the improvements shall be completed within nine (9) months from the date funding is secured. The Lessee is confident that the amended Ground Lease structure will work as proposed and will obtain concurrence from their lender.

ANALYSIS: The proposed Second Amendment to the Ground Lease with Housing Venture I, will enable the refinancing and loan funds to make needed repairs and improvements related to the Jeffrey Court Senior Housing Apartments (estimated to be \$2.3 million). The proposed extension of the Ground Lease Term for an additional twenty-six (26) years, essentially restarting the original fifty-five (55) term will also benefit the existing and future tenants by making needed re-piping and related repairs and upgrades to the apartment units.

The First Amendment of the Regulatory Agreement extends the affordability covenant requirements an additional 26 years past the initial lease term. The original Term was March 27, 1998 through March 26, 2053. The new Term is tentatively set for September 10, 2024 through September 10, 2079 (the final term to be determined from the date funding is secured and the Ground Lease is recorded). The term extension and its related affordability covenant will be reported to the California Department of Housing and Community Development/Office of Planning and Research as part of the City’s Certified Housing Element annual reporting requirement. The extension of affordability covenants implements Programs 16B & 16C (Affordable Housing Preservation Programs) listed in the City’s 6th Cycle Certified Housing Element. Although not new units, the City will receive credit for preserving 184 units at low and very low income.

Based on the need for repairs and upgrades as noted above for the Jeffrey Court Senior Apartments and the extension of the existing affordability covenant, staff recommends the City Council and Housing Authority approve the subject Second Amendment of Ground Lease and First Amendment of Regulatory Agreement.

Attachments:

1. California Health and Safety Code Section 33433 Report.
2. City Council Resolution No. 2024 - ____.
3. Housing Authority Resolution No. 2024 - ____, with Second Amendment of Ground Lease and First Amendment of Regulatory Agreement.

ATTACHMENT - 1

California Health and Safety Code Section 33433 Report



**INFORMATION SUMMARY
FOR PROPOSED
SECOND AMENDMENT TO GROUND LEASE
WITH
HOUSING VENTURE I
A CALIFORNIA LIMITED PARTNERSHIP
"33433 REPORT"**

Introduction:

This summary was prepared for the Highland Housing Authority ("Authority") in its capacity as the Successor Housing Agency to the Highland Redevelopment Agency ("SHA") to address the reporting provisions of the California Health and Safety Code ("HSC") § 33433 with respect to the Second Amendment to Ground Lease ("Second Amendment to Ground Lease") between the Authority and Housing Venture I, a California limited partnership ("Developer or Lessee").

This Report is an integral part of the comprehensive package of public documents to be presented to and reviewed by the Authority during a noticed public hearing prior to considering the possible approval of the Second Amendment to Ground Lease. Given that this Report and the proposed Second Amendment to Ground Lease will be included in the same package of public documents, such combination of documents is thus considered to be compliant with HSC § 33433 (a) (2) (A).

The Original Ground Lease (more fully described below) pertains to the pre-existing 185-unit senior apartment complex ("Apartments") on that certain property identified as 7367 Central Avenue, Highland California located along the east side of Central Avenue approximately 115 feet south of Base Line Road, California (APN 1192-411-42-0000) consisting of approximately 7.21 acres ("Site"). The purpose of the Second Amendment to Ground Lease is to provide an extension to the term of the Original Ground Lease to enable the Developer to refinance its existing private commercial loan and, as may be needed, to raise additional equity capital (collectively, the "Additional Capital") sufficient to make certain repairs to the Apartments. The Second Amendment to Ground Lease together with the Developer's Additional Capital do not enable the development of any more units at the Site.

Background:

The Highland Redevelopment Agency ("Former Agency") and Developer entered into that certain unrecorded Ground Lease dated as of March 27, 1998 (the "Original Ground Lease"), pursuant to which the Former Agency leased to Lessee, and Lessee leased from Lessor. A memorandum of lease as to the Original Ground Lease was recorded as Document No. 19980115451 among the official land records of the San Bernardino County Recorder. The Original Ground Lease was entered into pursuant

to that certain unrecorded Amended and Restated Disposition and Development Agreement dated as of March 27, 1998 by and among the Former Agency, Lessee and the City of Highland (the "Original DDA"). The term of the Original Ground Lease commenced as of March 27, 1998. A First Amendment to the Ground Lease was also entered into on March 27, 1998. The Original Ground Lease and First Amendment to the Ground Lease will be referred to collectively as the "Lease".

The Former Agency, the City, and Lessee entered into that certain Regulatory Agreement dated March 27, 1998, which was recorded in the Official Records of San Bernardino County as Document No. 19980115 on March 30, 1998 ("Regulatory Agreement"). The Authority, as the SHA, assumed the housing assets of the Former Agency, Lessee and the City amended the Original DDA by that certain unrecorded "First Amendment to Amended and Restated Disposition and Development Agreement" dated as of November 10, 2015 (the "First Amendment to the DDA"), and as part of said First Amendment to the DDA, the parties thereto amended certain terms of the Lease, all as more particularly set forth on said First Amendment to the DDA. The Authority, Lessee and City entered into a Memorandum of Agreement dated November 10, 2015 to evidence a record of the amendment to the Lease, which was recorded on December 2, 2015 as Document No. 2015-0524128 in the official records of San Bernardino County.

The Property is improved with 185 multifamily housing apartment units for seniors commonly known as Jeffery Court Senior Apartments. Of the 185 units, 184 units are reserved for low- and moderate-income tenants. The Lessee desires to refinance certain debt secured by the Lease and obtain sufficient loan and/or equity funds to make certain repairs and improvements to the Apartments. Lessee has requested that the Authority enter into the Second Amendment to Ground Lease to allow the Lessee to finance and make the improvements.

Lessee requires as a condition to its refinancing loan that the term of the Lease, as previously amended, be extended so that it has a fifty-five (55) year term from the closing of the refinancing loan. The improvements will improve the Apartments for the benefit of its existing and future low-income residents. In addition, Lessee has agreed to extend the affordability covenants for an additional 26 years that will be memorialized in an Amendment of the Regulatory Agreement.

Project Benefits Community:

The improvements will improve the Apartments for the benefit of its existing and future low-income residents. In addition, Lessee has agreed to extend the affordability covenants for an additional 26 years that will be memorialized in an Amendment of the Regulatory Agreement.

1. Cost of Agreement to Authority:

The improvements to the Apartments will be privately financed at no cost to the Authority. There are no land acquisition costs, clearance costs, relocation

costs or any loans or bonds that are being issues by the Authority to finance the improvements to the Apartments.

2. Estimated value of the interest to be conveyed or leased, determined at highest and best use permitted by the Redevelopment Plan:

The Site is currently leased to the Developer. The Second Amendment to Ground Lease does not modify the lease rate, which will remain unchanged throughout the extended term. Therefore, the underlying value of the land, based on an income approach, remains unchanged. In that regard, the most recent median cap rate published by ApartmentPropertyValuation.com for San Bernardino County, California is 0.0639%. Based on that cap rate and assuming that the income and operating expenses remain static (unlikely) and as of the date of this Report, the estimated value of the leased land with the requirements of the affordable housing regulatory agreement in full force during the term of the Lease is approximately \$1,877,935 ($\$120,000$ [annualized lease rate] / 0.0639 = 1,877,934.20 [rounded to \$1,878,000]). It is important to note that the limitation on income caused by the affordable housing regulatory agreement has the concomitant economic effect of lowering the residual land value.

3. Estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants and development costs required by the sale or lease:

The Site is currently leased to the Developer. The Second Amendment to Ground Lease does not modify the lease rate, which will remain unchanged throughout the extended term. As more fully explained in paragraph 2, the estimated value of the leased land with the requirements of the affordable housing regulatory agreement in full force during the term of the Lease is approximately \$1,878,000.

4. The purchase price or sum of the lease payments which the lessor will be required to pay during the term of the lease:

The Site is currently leased to the Developer. The Second Amendment to Ground Lease does not modify the lease rate, which will remain unchanged throughout the extended term. The lease rate is \$120,000 per year (paid monthly in \$10,000 increments). The extension of the lease will result in 55 annually equivalent payments of \$120,000. Based on that annual payment amount, the total receipts during the term of the lease will be \$6,600,000 ($55 \times \$120,000 = \$6,600,000$).

5. Explanation of the reason (if applicable) why the sales price or lease rate paid to the Authority may be less than market value of the property as determined at its highest and best use:

The Site is currently leased to the Developer. The Second Amendment to Ground Lease does not modify the lease rate, which will remain unchanged throughout the extended term. The Parties concur that the negotiated lease rate is a fair value rate based on the rental rate restrictions affecting the Apartments by the affordable housing regulatory agreement.

6. Explanation of why the sale or lease of the property will assist in the elimination of blight:

The Site is currently leased to the Developer. The Second Amendment to Ground Lease does not modify the lease rate, which will remain unchanged throughout the extended term. Therefore, approval of the proposed Second Amendment to Ground Lease does not by itself directly eliminate blight because the blight in this instance was eliminated at the time the Apartments were constructed. However, the Second Amendment to the Ground Lease will enable the Developer to raise sufficient capital to primarily make needed water and sewer related improvements to the Apartments that will extend the economic life of the Apartments and thus prevent blighting conditions.

Certification: I certify that this report complies with the reporting requirements of HSC § 33433. Further, I do not have a present or prospective interest in the Site, the Apartments, or the parties to the Second Amendment to Ground Lease. My engagement to prepare this report was not contingent upon developing or reporting predetermined results. The statements of fact contained herein, and the substance of this report are based on public records, data provided by the Authority, reports provided by its consultants or as otherwise noted herein. This report reflects my personal, unbiased professional analyses, opinions and conclusions. If any of the underlying assumptions related to the Second Amendment to Ground Lease change after the date provided below, then the undersigned reserves the professional privilege to modify the contents and/or conclusions of this report.

Respectfully Submitted,
TKE ENGINEERING, INC.



STEVEN H. DUKETT
Managing Director
Development Services

SHD:ndc

Dated: September 4, 2024

ATTACHMENT – 2

City Council Resolution No. - _____.

HIGHLAND CITY COUNCIL

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE HIGHLAND CITY COUNCIL APPROVING A FIRST AMENDMENT OF REGULATORY AGREEMENT BETWEEN THE HIGHLAND HOUSING AUTHORITY, CITY OF HIGHLAND, AND HOUSING VENTURE I, AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

(7367 Central Avenue)

WHEREAS, the Highland Redevelopment Agency (“Former Agency”) and Housing Venture I (“Lessee”) entered into that certain unrecorded Ground Lease dated as of March 27, 1998 (the “Original Ground Lease”), pursuant to which the Former Agency leased to Lessee, and Lessee leased from Lessor, an approximately 7.21 acre site situated in the County of San Bernardino, California, commonly known as 7367 Central Avenue, as more particularly described in Attachment No. 1 hereto (the “Property”). A memorandum of lease as to the Original Ground Lease was recorded as Document No. 19980115451 among the official land records of the San Bernardino County Recorder. The Original Ground Lease was entered into pursuant to that certain unrecorded Amended and Restated Disposition and Development Agreement dated as of March 27, 1998 by and among the Former Agency, Lessee and the City of Highland (the “Original DDA”), a copy of which is on file with the City as a public record. The term of the Original Lease commenced as of March 27, 1998 (the “Commencement Date”). A First Amendment to the Ground Lease was also entered into on March 27, 1998. The Original Ground Lease and First Amendment to the Ground Lease will be referred to collectively as the “Lease”; and

WHEREAS, the Former Agency, the City, and Lessee entered into that certain Regulatory Agreement dated March 27, 1998, which was recorded in the Official Records of San Bernardino County as Document No. 19980115 on March 30, 1998 (“Regulatory Agreement”); and

WHEREAS, the Housing Authority (who took over the housing assets of the Former Agency), Lessee and the City amended the Original DDA by that certain unrecorded “First Amendment to Amended and Restated Disposition and Development Agreement” dated as of November 10, 2015 (the “First Amendment to the DDA”), and as part of said First Amendment to the DDA, the parties thereto amended certain terms of the Lease, all as more particularly set forth on said First Amendment to the DDA; and

WHEREAS, the Housing Authority, Lessee and City entered into a Memorandum of Agreement dated November 10, 2015 to evidence a record of the amendment to the Lease, which was recorded on December 2, 2015 as Document No. 2015-0524128 in the official records of San Bernardino County; and

WHEREAS, the Property is improved with a 184 unit multifamily housing apartment for seniors and one (1) manager’s unit commonly known as Jeffery Court (“Project”). Lessee desires to refinance certain debt secured by the Lease and obtain sufficient loan and/or equity funds to make certain repairs and improvements to the Project. Lessee has requested that the Housing Authority enter into a Second Amendment of the Ground Lease (“Second Amendment”) to allow the Lessee to make certain improvements; and

WHEREAS, Lessee requires as a condition to its refinancing loan that the term of the Lease, as previously amended, be extended so that it has a fifty-five (55) year term from the closing of the refinancing loan; and

WHEREAS, the improvements will improve the Project for the benefit of its existing and future low-income residents. In addition, Lessee has agreed to extend the affordability covenants for an additional 26 years that will be memorialized in a First Amendment of the Regulatory Agreement (“Amended Regulatory Agreement”); and

WHEREAS, notice of the public hearing to consider the Second Amendment and Amended Regulatory Agreement was published once a week for two weeks in a newspaper of general circulation; and

WHEREAS, on September 10, 2024, the City Council held a duly noticed public hearing on the proposed Amended Regulatory Agreement, at which time the City Council reviewed and evaluated all of the information, testimony, and evidence presented during the public hearing; and

WHEREAS, all actions required by all applicable law with respect to the proposed Amended Regulatory Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the City Council has duly considered all of the terms and conditions of the proposed Amended Regulatory Agreement and believes that is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE HIGHLAND CITY COUNCIL DOES RESOLVE AS FOLLOWS:

Section 1. The City Council finds and determines that the statements set forth in the Recitals above are true and correct.

Section 2. The City Council authorizes and directs its City Manager, or his designee, to execute the Amended Regulatory Agreement, including without limitation such attachments thereto to be executed on behalf of the City Council, and to take such actions as are necessary or convenient to implement the Amended Regulatory Agreement.

Section 3. The City Council hereby approves the Amended Regulatory Agreement and authorizes and directs the City Manager, for and in the name and on behalf of the City, to finalize, execute and deliver the Amended Regulatory Agreement in substantially the form on file with the City Clerk and presented at this meeting, with such additions thereto or changes or insertions therein as may be approved by the City Manager (such approval to be conclusively evidenced by such execution and delivery).

Section 4. The City Council hereby finds that the extension of the regulatory agreement is exempt from further environmental review under CEQA Guidelines Section 15061(b)(3) which provides a common sense exemption in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As the Property is already improved with an apartment complex and the extension of the regulatory agreement will merely

extend the term of the affordability covenants, there is no possibility that the extension of the regulatory agreement will have a significant effect on the environment. The City Council hereby directs the Executive Director to file a Notice of Exemption with the County Clerk of the Board.

Section 5. The City Manager and Mayor Pro Tem are hereby authorized and directed, jointly and severally, to execute and deliver any and all necessary documents and instruments and to do all things which they may deem necessary or proper in order to effectuate the purposes of this Resolution and the transaction contemplated hereby; and any such actions previously taken by such officers are hereby ratified, confirmed and approved.

APPROVED AND ADOPTED this 10th day of September, 2024.

By: _____
Larry McCallon, Mayor Pro Tem

ATTEST:

Alondra Munoz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF HIGHLAND)

I, Alondra Munoz, City Clerk of the City of Highland, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the City of Highland held on the 10th day of September, 2024, by the following vote of the members thereof:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTACHMENT – 3

**Housing Authority Resolution No. - _____,
with Second Amendment of Ground Lease, and
First Amendment of Regulatory Agreement**

HIGHLAND HOUSING AUTHORITY

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE HIGHLAND HOUSING AUTHORITY APPROVING A SECOND AMENDMENT OF GROUND LEASE BY AND AMONG THE HIGHLAND HOUSING AUTHORITY AND HOUSING VENTURE I, AND FIRST AMENDMENT TO REGULATORY AGREEMENT BETWEEN THE HIGHLAND HOUSING AUTHORITY, CITY OF HIGHLAND, AND HOUSING VENTURE I, AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

(7367 Central Avenue)

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 formerly authorized and directed the Highland Redevelopment Agency (the "Former Agency") to expend a certain percentage of all taxes which are allocated to the Redevelopment Agency pursuant to Section 33670 of the California Health and Safety Code for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate - income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Former Agency established a Low and Moderate Income Housing Fund and acquired certain property, including the Property identified below, with the purpose of using such property for the provision of affordable housing; and

WHEREAS, the Former Agency and Housing Ventures I ("Lessee") entered into that certain unrecorded Ground Lease dated as of March 27, 1998 (the "Original Ground Lease"), pursuant to which the Former Agency leased to Lessee, and Lessee leased from the Former Agency, an approximately 7.21 acre site situated in the County of San Bernardino, California, commonly known as 7367 Central Avenue, as more particularly described in Attachment No. 1 hereto (the "Property"). A memorandum of lease as to the Original Ground Lease was recorded as Document No. 19980115451 among the official land records of the San Bernardino County Recorder. The Original Ground Lease was entered into pursuant to that certain unrecorded Amended and Restated Disposition and Development Agreement dated as of March 27, 1998 by and among the Former Agency, Lessee and the City of Highland (the "Original DDA"), a copy of which is on file with the Highland Housing Authority as a public record. The term of the Original Lease commenced as of March 27, 1998 (the "Commencement Date"). A First Amendment to the Ground Lease was also entered into on March 27, 1998. The Original Ground Lease and First Amendment to the Ground Lease will be referred to collectively as the "Lease"; and

WHEREAS, the Former Agency, the City, and Lessee entered into that certain Regulatory Agreement dated March 27, 1998, which was recorded in the Official Records of San Bernardino County as Document No. 19980115 on March 30, 1998 ("Regulatory Agreement"); and

WHEREAS, pursuant to Health and Safety Code Section 34175(b), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the Former Agency transferred to the control of the Successor Agency to the Highland

Redevelopment Agency (the "Successor Agency") by operation of law including housing assets; and

WHEREAS, pursuant to Health and Safety Code Section 34176(b), the City Council adopted Resolution No. 2012-005, electing for the City not to retain the housing functions previously performed by the Former Agency, and determining that all of the assets, as allowed by law, and all rights, powers, liabilities, duties, and obligations associated with the housing activities of the Former Agency be transferred to the Highland Housing Authority as Housing Successor ("Housing Authority"). The Housing Authority, sometimes referred to as Lessor, is therefore authorized to manage remaining assets of the Former Agency and expend remaining Former Agency funds designated for the development of housing affordable for persons of low and moderate income in accordance with State law. The Property is identified as an asset of the Former Agency that was transferred to the Housing Authority; and

WHEREAS, the Housing Authority, Lessee and the City amended the Original DDA by that certain unrecorded "First Amendment to Amended and Restated Disposition and Development Agreement" dated as of November 10, 2015 (the "First Amendment to the DDA"), and as part of said First Amendment to the DDA, the parties thereto amended certain terms of the Lease, all as more particularly set forth on said First Amendment to the DDA; and

WHEREAS, the Housing Authority, Lessee and City entered into a Memorandum of Agreement dated November 10, 2015 to evidence a record of the amendment to the Lease, which was recorded on December 2, 2015 as Document No. 2015-0524128 in the official records of San Bernardino County; and

WHEREAS, the Property is improved with a 184 unit multifamily housing apartment for seniors and one (1) manager's unit commonly known as Jeffery Court ("Project"). Lessee desires to refinance certain debt secured by the Lease and obtain sufficient loan and/or equity funds to make certain repairs and improvements to the Project. Lessee has requested that Lessor enter into a Second Amendment of the Ground Lease ("Second Amendment") to allow the Lessor to make certain improvements; and

WHEREAS, Lessee requires as a condition to its refinancing loan that the term of the Lease, as previously amended, be extended so that it has a fifty-five (55) year term from the closing of the refinancing loan; and

WHEREAS, the improvements will improve the Project for the benefit of its existing and future low-income residents. In addition, Lessee has agreed to extend the affordability covenants for an additional 26 years that will be memorialized in a First Amendment of the Regulatory Agreement ("Amended Regulatory Agreement"); and

WHEREAS, the Housing Authority has made available to the public through the office of the Secretary of the Board a copy of the Second Amendment, the Lease, the Regulatory Agreement and the Amended Regulatory Agreement prior to the public hearing. In addition, a copy of the Health and Safety Code section 33433 report (the "Report") was made available to the public. The Report describes the salient feature of the Second Amendment. The Report is incorporated herein by this reference; and

WHEREAS, the governing board of the Housing Authority has reviewed the Report and has evaluated other information provided to it pertaining to the findings proposed to be made hereunder; and

WHEREAS, notice of the public hearing to consider the Second Amendment and Amended Regulatory Agreement was published once a week for two weeks (on August 23, 2024 and August 30, 2024) in a newspaper of general circulation; and

WHEREAS, on September 10, 2024, the governing board of the Housing Authority held a duly noticed public hearing on the proposed Second Amendment and Amended Regulatory Agreement, at which time the Housing Authority reviewed and evaluated all of the information, testimony, and evidence presented during the public hearing; and

WHEREAS, all actions required by all applicable law with respect to the proposed Second Amendment and Amended Regulatory Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Housing Authority has duly considered all of the terms and conditions of the proposed Second Amendment and Amended Regulatory Agreement and believes that is in the best interests of the Housing Authority and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements; and

WHEREAS, Housing Authority staff contacted the Housing Accountability Unit of the Housing and Community Development Department of the State of California (“HCD”) to confirm that the lease extension is not a disposition under the Surplus Land Act. HCD confirmed that the lease extension does not trigger the Surplus Land Act.

NOW, THEREFORE, THE HIGHLAND HOUSING AUTHORITY DOES RESOLVE AS FOLLOWS:

Section 1. The Housing Authority finds and determines that the statements set forth in the Recitals above are true and correct.

Section 2. The Housing Authority authorizes and directs its Executive Director, or his designee, to execute the Second Amendment and Amended Regulatory Agreement, including without limitation such attachments thereto to be executed on behalf of the Housing Authority, and to take such actions as are necessary or convenient to implement the Second Amendment and Amended Regulatory Agreement.

Section 3. The Housing Authority hereby approves the Second Amendment and the Amended Regulatory Agreement and authorizes and directs the Executive Director, for and in the name and on behalf of the Housing Authority, to finalize, execute and deliver the Second Amendment and the Amended Regulatory Agreement in substantially the form on file with the Secretary of the Board and presented at this meeting, with such additions thereto or changes or insertions therein as may be approved by the Executive Director (such approval to be conclusively evidenced by such execution and delivery).

Section 4. The Housing Authority hereby finds that the lease extension is exempt from further environmental review under CEQA Guidelines Section 15301 which provides an exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Here, the

Property is already improved with an apartment complex. The Second Amendment and Amended Regulatory Agreement will allow the Lessee to upgrade the existing plumbing facilities which involves no expansion of the existing use. In addition, the Project is exempt pursuant to CEQA Guidelines Section 15061(b)(3) which provides a common sense exemption in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As the Property is already improved with an apartment complex, and only minor improvements will be made to the apartment, there is no possibility that the lease extension or extension of the regulatory agreement will have a significant effect on the environment. The Housing Authority hereby directs the Executive Director to file a Notice of Exemption with the County Clerk of the Board.

Section 5. The Executive Director and Vice Chairman of the Housing Authority are hereby authorized and directed, jointly and severally, to execute and deliver any and all necessary documents and instruments and to do all things which they may deem necessary or proper in order to effectuate the purposes of this Resolution and the transaction contemplated hereby; and any such actions previously taken by such officers are hereby ratified, confirmed and approved.

APPROVED AND ADOPTED this 10th day of September, 2024.

By: _____
Larry McCallon, Vice Chairman

ATTEST:

Alondra Munoz, Authority Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF HIGHLAND)

I, Alondra Munoz, Secretary of the Highland Housing Authority, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Highland Housing Authority held on the 10th day of September, 2024, by the following vote of the members thereof:

AYES: AUTHORITY MEMBERS:
NOES: AUTHORITY MEMBERS:
ABSENT: AUTHORITY MEMBERS:
ABSTAIN: AUTHORITY MEMBERS:

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Highland Housing Authority
27215 Base Line
Highland, CA 92346
Attn: Carlos Zamano, Executive Director

with a copy to:

Housing Venture I
19700 Fairchild, Suite 130
Irvin, CA 92612
Attn: M. David Packard

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SECOND AMENDMENT OF GROUND LEASE

This SECOND AMENDMENT OF GROUND LEASE (“Second Amendment”) is dated as of _____, 2024, and is entered into by and between the HIGHLAND HOUSING AUTHORITY, a public body corporate and politic (“Lessor” or “Housing Authority”), and HOUSING VENTURE I, a California limited partnership (“Lessee”).

RECITALS

A. The Highland Redevelopment Agency (“Former Agency”) and Lessee entered into that certain unrecorded Ground Lease dated as of March 27, 1998 (the “Original Ground Lease”), pursuant to which the Former Agency leased to Lessee, and Lessee leased from the Former Agency, an approximately 7.21 acre site situated in the County of San Bernardino, California, commonly known as 7367 Central Avenue, as more particularly described in Attachment No. 1 hereto (the “Property”). A memorandum of lease as to the Original Ground Lease was recorded as Document No. 19980115451 among the official land records of the San Bernardino County Recorder. The Original Ground Lease was entered into pursuant to that certain unrecorded Amended and Restated Disposition and Development Agreement dated as of March 27, 1998 by and among the Former Agency, Lessee and the City (the “Original DDA”), a copy of which is on file with Lessor as a public record. The term of the Original Lease commenced as of March 27, 1998 (the “Commencement Date”). A First Amendment to the Ground Lease was also entered into on March 27, 1998. The Original Ground Lease and First Amendment to the Ground Lease will be referred to collectively as the “Lease.”

B. Pursuant to Health and Safety Code Section 34175(b), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the Former Agency transferred to the control of the Successor Agency to the Highland Redevelopment Agency (the “Successor Agency”) by operation of law including housing assets.

C. Pursuant to Health and Safety Code Section 34176(b), the City Council adopted Resolution No. 2012-005, electing for the City not to retain the housing functions previously performed by the Former Agency, and determining that all of the assets, as allowed by law, and all rights, powers, liabilities, duties, and obligations associated with the housing activities of the Former Agency be transferred to the Highland Housing Authority as Housing Successor. The Housing Authority is therefore authorized to manage the remaining assets of the Former Agency and expend remaining Former Agency funds designated for the development of housing affordable for persons of low and moderate income in accordance with State law. The Property is identified as an asset of the Former Agency that was transferred to the Housing Authority.

D. The Housing Authority (sometimes referred to as “Lessor”), Lessee and the City amended the Original DDA by that certain unrecorded “First Amendment to Amended and Restated Disposition and Development Agreement” dated as of November 10, 2015 (the “First Amendment to the DDA”), and as part of said First Amendment to the DDA, the parties thereto amended certain terms of the Lease, all as more particularly set forth on said First Amendment to the DDA.

E. The Housing Authority, Lessee and City entered into a Memorandum of Agreement dated November 10, 2015 to evidence a record of the amendment to the Lease, which was recorded on December 2, 2015 as Document No. 2015-0524128 in the official records of San Bernardino County.

F. Lessee desires to refinance certain debt secured by the Lease and obtain loan funds to make certain repairs and improvements described on Exhibit “A” hereto (the “Required Improvements”) to the apartment project that is subject to the Lease.

G. The refinancing lender (East-West Bank) requires as a condition to its refinancing loan that the term of the Lease, as previously amended, be extended so that it has a fifty-five (55) year term from the closing of the refinancing loan.

H. The Required Improvements will improve the Property for the benefit of its low income residents. Consequently, Lessor desires to agree to extend the term of the Lease as required by the refinancing lender as a condition to its loan.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and covenants hereof and other consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Extension of Term of Lease. Effective as of the date of recording of this Second Amendment, the term of the Lease is extended to the date that is fifty-five (55) years thereafter.

2. Rehabilitation Work; Deadline for Completion. The Required Improvements shall be completed within nine (9) months from the date of the closing of the refinancing loan and the concurrent recording of this Ground Lease Amendment, subject to delays beyond the control of Lessee (**excluding** not having adequate funds to complete). A default by Lessee under the foregoing shall be a default under the Lease.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the day and year first above written.

LESSOR:

HIGHLAND HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Carlos Zamano
Executive Director

LESSEE:

HOUSING VENTURE I, A CALIFORNIA LIMITED
PARTNERSHIP

By: AHA Inland MGP, LLC,
a California limited liability company
Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit
corporation, Sole Member and Manager

By: _____
William Hirsch
Chief Executive Officer

By: JC GP, Inc., a California corporation
Operating General Partner

By: _____
Mark B. David
Secretary

EXHIBIT "A"

DESCRIPTION OF REQUIRED IMPROVEMENTS

(Attached.)

EXHIBIT A

(to Second Amendment of Ground Lease)

REQUIRED IMPROVEMENTS

September 3, 2024

Mr. Lawrence A. Mainez
Community Development Director
Housing Authority Assist Executive Director
27215 Base Line
Highland, CA 92346

Re: Jeffrey Court Ground Lease 2nd Amendment Update

Dear Mr. Mainez,

Attached please find Exhibit A – Description of Required Improvements.

We agree with the effective date being concurrent with the funding of the new loan.

We anticipate all work being concluded in six to nine months of closing of the refinancing loan, subject to delays beyond the control of Housing Venture I.

If you have any questions, please do not hesitate to contact me.

Regards,



Richard H. Packard
GP of Richard H. Packard Family
Limited Partnership, Managing Member
of Housing Venture I, LP

Exhibit A
Description of Required Improvements

Domestic Plumbing Bids:

Sage		\$ 1,846,444 .00
Turnkey Proposal - No New Water Heaters or Shower Valves		
24 Hour Express		\$ 1,919,160.00
Includes New Water Heaters, Shower Valves		
Does not Include Drywall/Paint		
Redland Plumbing		\$ 2,309,126.00
No Paint - No New Water Heaters or Shower Valves		
Permit Estimate	\$200 p/unit	\$ 36,800.00
Code Upgrades Estimate	\$200 p/unit	\$ 36,800.00

Fire Sprinkler Repairs

Change Order Cost Due to Current Conditions		\$ 20,000.00
Drywall Repairs		\$ 120,000.00
Total Using 24 Hour Express		\$ 1,919,160.00
Paint		\$ 92,000.00
Permits & Code		\$ 73,600.00
Fire Sprinkler Adds		\$ 140,000.00
		\$ 2,224,760.00
5% Contingency		\$ 111,238.00
Total		\$ 2,335,476.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

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 _____

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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 _____

(Seal)

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County of _____)

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(insert name and title of the officer)

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 _____

(Seal)

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Highland Housing Authority
27215 Base Line
Highland, CA 92346
Attn: Carlos Zamano, Executive Director

with a copy to:

Housing Venture I
19700 Fairchild, Suite 130
Irvine, CA 92612
Attn: M. David Packard

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT OF REGULATORY AGREEMENT

This FIRST AMENDMENT OF REGULATORY AGREEMENT (“Amendment”) is dated as of _____, 2024, and is entered into by and between the HIGHLAND HOUSING AUTHORITY, a public body corporate and politic (“Lessor” or “Housing Authority”), the CITY OF HIGHLAND, a California municipal corporation (“City”) and HOUSING VENTURE I, a California limited partnership (“Lessee”).

RECITALS

A. The Highland Redevelopment Agency (“Former Agency”) and Lessee entered into that certain unrecorded Ground Lease dated as of March 27, 1998 (the “Original Ground Lease”), pursuant to which the Former Agency leased to Lessee, and Lessee leased from Lessor, an approximately 7.21 acre site situated in the County of San Bernardino, California, commonly known as 7367 Central Avenue, as more particularly described in Attachment No. 1 hereto (the “Property”). A memorandum of lease as to the Original Ground Lease was recorded as Document No. 19980115451 among the official land records of the San Bernardino County Recorder. The Original Ground Lease was entered into pursuant to that certain unrecorded Amended and Restated Disposition and Development Agreement dated as of March 27, 1998 by and among the Former Agency, Lessee and the City of Highland (the “Original DDA”), a copy of which is on file with Lessor as a public record. The term of the Original Lease commenced as of March 27, 1998 (the “Commencement Date”). A First Amendment to the Ground Lease was also entered into on March 27, 1998. The Original Ground Lease and First Amendment to the Ground Lease will be referred to collectively as the “Lease”.

B. The Former Agency, the City, and Lessee entered into that certain Regulatory Agreement dated March 27, 1998, which was recorded in the Official Records of San Bernardino County as Document No. 19980115 on March 30, 1998 (“Regulatory Agreement”).

C. The Housing Authority has succeeded to the assets of the former Highland Redevelopment Agency, including the rights of the former Highland Redevelopment Agency in, under and to the Regulatory Agreement.

D. The Housing Authority, Lessee and the City amended the Original DDA by that certain unrecorded “First Amendment to Amended and Restated Disposition and Development Agreement” dated as of November 10, 2015 (the “First Amendment to the DDA”), and as part of said First Amendment to the DDA, the parties thereto amended certain terms of the Lease, all as more particularly set forth on said First Amendment to the DDA.

E. The Housing Authority, Lessee and the City entered into a Memorandum of Agreement dated November 10, 2015 to evidence a record of the amendment to the Lease, which was recorded on December 2, 2015 as Document No. 2015-0524128 in the official records of San Bernardino County.

F. The Property is improved with a 184 unit multifamily housing apartment for seniors and one (1) manager’s unit commonly known as Jeffery Court (“Project”). Lessee desires to refinance certain debt secured by the Lease and obtain sufficient loan and/or equity funds to make certain repairs and improvements to the Project. Lessee has requested that Lessor enter into a Second Amendment of the Ground Lease (“Second Amendment”) to allow the Lessor to make certain improvements.

G. The refinancing lender (East-West Bank) requires as a condition to its refinancing loan that the term of the Lease, as previously amended, be extended so that it is fifty-five (55) years from the date of the closing of the refinancing loan.

H. Concurrently herewith, the Housing Authority and Lessee are entering into and recording a Second Amendment of Ground Lease to extend the Lease.

I. The City and the Housing Authority require that the Regulatory Agreement also be extended so the date that is fifty-five (55) years from the date of the closing of the refinancing loan.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and covenants hereof and other consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Extension of Term of Regulatory Agreement. Effective as of the date of recording of this Amendment, the term of the Regulatory Agreement is extended to the date that is fifty-five (55) years from the date of recording of this Amendment, and the term “Affordability Period” used in the Regulatory Agreement shall mean such fifty-five (55) year period, and the phrase “as defined in the DDA” is deleted from Article VI, Section 3 of the Regulatory Agreement.

2. Delivery/Recording of Amendment. This Amendment is being delivered by Lessor to the escrow for the refinancing loan, with escrow instructions, for recording prior to the deed of trust securing such loan.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the day and year first above written.

HOUSING AUTHORITY/LESSOR:

HIGHLAND HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Carlos Zamano
Executive Director

LESSEE:

HOUSING VENTURE I,
a California limited partnership

By: AHA Inland MGP, LLC,
a California limited liability company
Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit
corporation, Sole Member and Manager

By: _____
William Hirsch
Chief Executive Officer

By: JC GP, Inc., a California corporation
Operating General Partner

By: _____
Mark B. David
Secretary

CITY:

CITY OF HIGHLAND

By: _____
Carlos Zamano
City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

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 _____

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of _____)

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Signature _____

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State of California)
County of _____)

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WITNESS my hand and official seal.

Signature _____

(Seal)

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State of California)
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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 _____

(Seal)