



CITY OF GRAND TERRACE

City Council

AGENDA • November 12, 2024

Council Chambers

Regular Meeting

6:00 PM

Grand Terrace Civic Center • 22795 Barton Road

COMMENTS FROM THE PUBLIC

The public is encouraged to address the City Council on any matter posted on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete a Request to Speak card located at the front entrance and provide it to the City Clerk. Speakers will be called upon by the Mayor at the appropriate time and each person is allowed three (3) minutes speaking time.

If you would like to participate telephonically and speak on an agenda item, you can access the meeting by dialing the following telephone number and you will be placed in the waiting room, muted until it is your turn to speak:

***67 1-669-900-9128**

Meeting ID: 843 6957 2703

Passcode: 728674

The City wants you to know that you can also submit your comments by email to ccpubliccomment@grandterrace-ca.gov. To give the City Clerk adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to 5:00 p.m.; or if you are unable to email, please call the City Clerk's Office at (909) 954-5207 by 5:00 p.m.

If you wish to have your comments read to the City Council during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. Comments that you want read to the City Council will be subject to the three (3) minute time limitation (approximately 350 words).

Pursuant to the provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

PLEASE NOTE: Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City Hall, 1st Floor Lobby Area and 2nd Floor Reception Area during regular business hours and on the City's website www.grandterrace-ca.gov. For further information regarding agenda items, please contact the office of the City Clerk at (909) 954-5207, or via e-mail at dthomas@grandterrace-ca.gov.

Any documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's office at City Hall located at 22795 Barton Road during normal business hours. In addition, such documents will be posted on the City's website at www.grandterrace-ca.gov.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, (909) 954-5207 at least 48 hours prior to the advertised starting time of the meeting. This will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible [28 CFR 34.102.104 ADA Title II].

Tuesday, November 12, 2024

1

Call to Order

Invocation

Pledge of Allegiance

AB 2449 Disclosures

Remote participation by a member of the legislative body for just cause or emergency circumstances.

Roll Call

A. REORDERING OF, ADDITIONS TO, OR REMOVAL OF ITEMS FROM THE AGENDA

B. PUBLIC COMMENT

This is the opportunity for members of the public to comment on any items not appearing on the regular agenda. Because of restrictions contained in California Law, the City Council may not discuss or act on any item not on the agenda, but may briefly respond to statements made or ask a question for clarification. The Mayor may also request a brief response from staff to questions raised during public comment or may request a matter be agendaized for a future meeting.

C. SPECIAL PRESENTATIONS - 1. Partnership with GRID Alternatives for the City of Grand Terrace and 2. Conceptual Design for Donated Property

D. CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and noncontroversial. They will be acted upon by the City Council at one time without discussion. Any Council Member, Staff Member, or Citizen may request removal of an item from the Consent calendar for discussion.

- 1) Approval of Minutes - Regular Meeting - October 8, 2024.

RECOMMENDATION:

DEPARTMENT: City Clerk

- 2) Approval of the September-2024 Check Register in the Amount of \$660,078.11

DEPARTMENT: Finance

- 3) Update to Facility Use Fees: 2nd Reading

DEPARTMENT: Public Works

- 4) Discontinue the use of Zoom for City Council and Planning Commission/Site and Architectural Review Board meetings

DEPARTMENT: City Clerk

- 5) Second Reading and Adoption of Ordinance No. 360 to Repeal Various Chapters of the City of Grand Terrace Municipal Code

DEPARTMENT: City Attorney

- 6) Second Reading and Adoption of Ordinance No. 361 to Add Section 9.05.040 (Seizure of evidence) and Section 9.05.050 (Impoundment) to the Grand Terrace Municipal Code

RECOMMENDATION: Direct the City Attorney to read by title only, waive reading of, and introduce “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADDING SECTION 9.05.040 (SEIZURE OF EVIDENCE) AND SECTION 9.05.050 (IMPOUNDMENT) TO THE GRAND TERRACE MUNICIPAL CODE TO PROVIDE ADDITIONAL ENFORCEMENT MECHANISMS FOR VIOLATION OF SIDEWALK VENDOR REGULATIONS IN ORDER TO PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE.”

DEPARTMENT: City Attorney

- 7) Second Reading and Adoption of Ordinance No. 362 to Add Chapter 9.32 of Title 9 to the Grand Terrace Municipal Code Relating to Unlawful Camping and Storage of Personal Property

RECOMMENDATION: Direct the City Attorney to read by title only, waive reading of, and introduce “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, STATE OF CALIFORNIA, ADDING CHAPTER 9.32 OF TITLE 9 TO THE GRAND TERRACE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY.”

DEPARTMENT: City Attorney

- 8) Second Reading and Adoption of Ordinance No. 363 to Add Chapter 9.36 of Title 9 to the Grand Terrace Municipal Code Relating to Unsanctioned Government-Sponsored Relocation of Unhoused Persons to the City of Grand Terrace

DEPARTMENT: City Attorney

- 9) Approval of the Change of Regular Meeting Time for the Historical and Cultural Activities Committee

DEPARTMENT: City Clerk

- 10) Approval of a Professional Services Agreement with Symbium

DEPARTMENT: Building & Safety

E. PUBLIC HEARINGS

- 11) Ordinance 12.28 Street and Parkway Trees Revisions: First Read

RECOMMENDATION: Read by title only and waive further reading and introduce an ordinance amending Title 12 of the Grand Terrace Municipal Code by repealing and

replacing Chapter 12.28 (Street and Parkway Trees) in its entirety.

DEPARTMENT: Public Works

F. UNFINISHED BUSINESS

G. NEW BUSINESS

- 12) Establishment and Implementation of a Legislative Advocacy and Grant Acquisition Program

RECOMMENDATION: Approve the establishment and implementation of the proposed Legislative Advocacy and Grant Acquisition Program.

DEPARTMENT: City Manager

H. FUTURE AGENDA ITEMS

At this time, the City Council may propose items for discussion and/or action at a future duly agendized City Council meeting. A consensus of a majority of the quorum is required to place an item on a future agenda.

I. CITY COUNCIL COMMUNICATIONS

Council Member Michelle Sabino
Council Member Kenneth J. Henderson
Council Member Jeff Allen
Mayor Pro Tempore Doug Wilson
Mayor Bill Hussey

J. CITY MANAGER COMMUNICATIONS

K. CLOSED SESSION

1) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)) Name of case: Advocates of the Environment v. City of Grand Terrace, San Bernardino Superior Court Case No. CIVSB2423305; and 2) CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION/INITIATION OF LITIGATION (Pursuant to Government Code Sections 54954.5, 54956.9(d)(4))

L. ADJOURN

The next Regular City Council Meeting will be held on December 10, 2024, at 6:00 PM. Any request to have an item placed on a future agenda must be made in writing and submitted to the City Clerk's office.



CITY OF GRAND TERRACE

City Council

MINUTES • October 8, 2024

Council Chambers

Regular Meeting

6:00 PM

Grand Terrace Civic Center • 22795 Barton Road

Call to Order

Mayor Bill Hussey convened the Regular Meeting of the City Council for Tuesday, October 8, 2024, at 6:00 PM.

Invocation

The Invocation was given by Pastor Jason Olvera from Living Word Church.

Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Michelle Sabinos' daughter, Emma Sabino representing home schooled children.

AB 2449 Disclosures

None.

Roll Call

Present:	Council Member Jeff Allen Mayor Bill Hussey Council Member Kenneth Henderson Mayor Pro Tem Doug Wilson Council Member Michelle Sabino
Excused:	City Clerk, Debra L. Thomas

A. REORDERING OF, ADDITIONS TO, OR REMOVAL OF ITEMS FROM THE AGENDA

None.

B. PUBLIC COMMENT

Shad Boal, Grand Terrace Resident, shared collected information and suggestions on behalf of residents he has spoken to regarding the type of events and programs they would like to see in the city.

Clinton Bozner, Grand Terrace resident, voiced his concerns regarding a speed-limit reader that was placed near his home.

Cindi Bidney, Grand Terrace resident, expressed her concerns regarding the housing element.

Bobbi Forbes, Grand Terrace resident, expressed her concerns regarding the placement of speed-limit readers throughout the City, as well as concerns regarding residents believed to be of the JC Wallace house.

C. SPECIAL PRESENTATIONS

Mayor Hussey and members of Council presented Denis Kidd and the Friends of Blue Mountain Board of Directors with a Certificate of Appreciation for their land donation to the City of Grand Terrace.

D. CONSENT CALENDAR

Council Member Kenneth J. Henderson pulled Agenda item Nos. 2 & 4 for discussion.

RESULT:	APPROVED - UNANIMOUS
MOVER:	Council Member Allen
SECONDER:	Mayor Pro Tem Wilson
AYES:	Council Member Allen, Mayor Hussey, Council Member Henderson, Mayor Pro Tem Wilson, Council Member Sabino
NAYS:	None

- 1) Approval of Minutes - Regular Meeting - September 10, 2024.
- 2) Approval of the July-2024 Check Register in the Amount of \$1,204,865.29

Consent item pulled for discussion.

RESULT:	APPROVED - UNANIMOUS
MOVER:	Council Member Henderson
SECONDER:	Council Member Sabino
AYES:	Council Member Allen, Mayor Hussey, Council Member Henderson, Mayor Pro Tem Wilson, Council Member Sabino
NAYS:	None

- 3) Approval of the August-2024 Check Register in the Amount of \$463,591.05
- 4) An Amendment To The Agreement Between The City Of Grand Terrace And Michael Baker International (MBI) - Housing Element Consultant Services For The 2021-2029 Planning Period To Prepare A Second Draft Housing Element Addressing State Comment Letter Dated July 29, 2024.

Consent item pulled for discussion.

RESULT:	APPROVED - UNANIMOUS
MOVER:	Council Member Henderson
SECONDER:	Council Member Sabino
AYES:	Council Member Allen, Mayor Hussey, Council Member Henderson, Mayor Pro Tem Wilson, Council Member Sabino
NAYS:	None

- 5) CPNA Update
- 6) Amendment to the Personnel Rules & Regulations and the Statement of Benefits
- 7) Cancellation of City Council Meetings Scheduled for November 26, 2024 and December 24, 2024

E. PUBLIC HEARINGS

- 8) Update to Facility Use Fees

Shanita Tillman, Senior Management Analyst, presented the staff report and [PowerPoint](#) presentation for this item.

Mayor Hussey opened the public hearing item at 7:02 p.m.

PUBLIC COMMENT

None.

Mayor Hussey closed the public hearing item at 7:02 p.m.

ADOPTION OF THE REVISED FACILITY USE AGREEMENT FEE STRUCTURE TO ESTABLISH CLEAR GUIDELINES FOR FACILITY USERS, ENSURE THE CITY RECOVERS ITS COSTS, AND MAINTAIN ACCESSIBILITY FOR LOCAL NON-PROFITS, COMMUNITY GROUPS, AND SPORTS-RELATED ORGANIZATIONS.

RESULT:	APPROVED - UNANIMOUS
MOVER:	Council Member Henderson
SECONDER:	Council Member Sabino
AYES:	Council Member Allen, Mayor Hussey, Council Member Henderson, Mayor Pro Tem Wilson, Council Member Sabino
NAYS:	None

- 9) Introduction and First Reading of Ordinance No. 360 to Repeal Various Chapters of the City of Grand Terrace Municipal Code.

Adrian Guerra, City Attorney, presented the staff report and [PowerPoint](#) presentation for this item.

Mayor Hussey opened the public hearing item at 7:10 p.m.

PUBLIC COMMENT

None.

Mayor Hussey closed the public hearing item at 7:10 p.m.

Direct the City Attorney to read by title only, waive reading of, and introduce “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, REPEALING CHAPTER 2.20 (COMMUNITY REDEVELOPMENT AGENCY), CHAPTER 2.28 (EMERGENCY ORGANIZATION), AND CHAPTER 2.40 (TRAINING OF LAW ENFORCEMENT OFFICERS) OF TITLE 2 (ADMINISTRATION AND PERSONNEL); CHAPTER 6.16 (HOGS), CHAPTER 6.24 (LIVESTOCK), CHAPTER 6.12 (APIARIES), CHAPTER 6.20 (COMMERCIAL KENNELS), AND CHAPTER 6.28 (RIDING ACADEMIES) OF TITLE 6 (ANIMALS); CHAPTER 8.16 (AIRCRAFT TAKEOFF AND LANDINGS), CHAPTER 8.24 (AMBULANCES), AND CHAPTER 8.72 (ABANDONED ORCHARDS) OF TITLE 8 (HEALTH AND SAFETY); AND CHAPTER 9.26 (SYNTHETIC DRUGS - SALE AND USE PROHIBITED) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE), OF THE GRAND TERRACE MUNICIPAL CODE TO STREAMLINE THE MUNICIPAL CODE AND REMOVE PROVISIONS NO LONGER NECESSARY

RESULT:	APPROVED - UNANIMOUS
MOVER:	Council Member Allen
SECONDER:	Mayor Pro Tem Wilson
AYES:	Council Member Allen, Mayor Hussey, Council Member Henderson, Mayor Pro Tem Wilson, Council Member Sabino
NAYS:	None

- 10) Introduction and First Reading of Ordinance No. 361 to Add Section 9.05.040 (Seizure of evidence) and Section 9.05.050 (Impoundment) to the Grand Terrace Municipal Code

Ji hea Oh, Associate Attorney, presented the staff report and [PowerPoint](#) presentation for this item.

Mayor Hussey opened the public hearing item at 7:27 p.m.

PUBLIC COMMENT

None.

Mayor Hussey closed the public hearing item at 7:27 p.m.

Direct the City Attorney to read by title only, waive reading of, and introduce “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADDING SECTION 9.05.040 (SEIZURE OF EVIDENCE) AND SECTION 9.05.050 (IMPOUNDMENT) TO THE GRAND TERRACE MUNICIPAL CODE TO PROVIDE ADDITIONAL ENFORCEMENT MECHANISMS FOR VIOLATION OF SIDEWALK VENDOR REGULATIONS IN ORDER TO PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE.”

RESULT:	APPROVED - UNANIMOUS
MOVER:	Council Member Allen
SECONDER:	Council Member Henderson
AYES:	Council Member Allen, Mayor Hussey, Council Member Henderson, Mayor Pro Tem Wilson, Council Member Sabino
NAYS:	None

11) Introduction and First Reading of Ordinance No. 363 to Add Chapter 9.36 of Title 9 to the Grand Terrace Municipal Code

Ji hea Oh, Associate Attorney, presented the staff report and [PowerPoint](#) presentation for this item.

Mayor Hussey opened the public hearing item at 7:41 p.m.

PUBLIC COMMENT

None.

Mayor Hussey closed the public hearing item at 7:41 p.m.

Direct the City Attorney to read by title only, waive reading of, and introduce “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, STATE OF CALIFORNIA, ADDING CHAPTER 9.36 OF TITLE 9 TO THE GRAND TERRACE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF GRAND TERRACE.”

RESULT:	APPROVED - UNANIMOUS
MOVER:	Council Member Allen
SECONDER:	Mayor Hussey
AYES:	Council Member Allen, Mayor Hussey, Council Member Henderson, Mayor Pro Tem Wilson, Council Member Sabino
NAYS:	None

12) Introduction and First Reading of Ordinance No. 362 to Add Chapter 9.32 of Title 9 to the Grand Terrace Municipal Code

Ji hea Oh, Associate Attorney, presented the staff report and [PowerPoint](#) presentation for this item.

Mayor Hussey opened the public hearing item at 8:00 p.m.

PUBLIC COMMENT

Bobbie Forbes, Grand Terrace resident, stated that this ordinance is difficult to comprehend and would be difficult to enforce.

Mayor Hussey closed the public hearing item at 8:04 p.m.

Direct the City Attorney to read by title only, waive reading of, and introduce “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, STATE OF CALIFORNIA, ADDING CHAPTER 9.32 OF TITLE 9 TO THE GRAND TERRACE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY.”

RESULT:	APPROVED - UNANIMOUS
MOVER:	Mayor Pro Tem Wilson
SECONDER:	Council Member Allen
AYES:	Council Member Allen, Mayor Hussey, Council Member Henderson, Mayor Pro Tem Wilson, Council Member Sabino
NAYS:	None

F. UNFINISHED BUSINESS

13) Community Benefit Fund Application Amendment

Adrian Guerra, City Attorney, presented the staff report and [PowerPoint](#) presentation for this item.

THAT A CONDITION BE ADDED TO THE COMMUNITY BENEFIT FUND APPLICATION OUTLINING THAT A RECIPIENT ENTITY ENSURES THAT THE EVENT PRIMARILY SERVES A SECULAR PURPOSE AND ANY ADDITIONAL DIRECTION THE CITY COUNCIL DEEMS APPROPRIATE.

PUBLIC COMMENT

Christy Boal, Grand Terrace resident, has some questions that she will address with the City Manager at a later time.

Anna Summers, Grand Terrace resident, expressed her concerns regarding the Community Benefit Fund Application Amendment.

Jason Olvera, expressed his concerns regarding the Community Benefit Fund Application Amendment.

Mayor Hussey moved with a second by Council Member Michelle Sabino to continue utilizing the Community Benefit Fund Application as is with no amendments.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Mayor Hussey
SECONDER:	Council Member Sabino
AYES:	Mayor Hussey, Mayor Pro Tem Wilson, Council Member Sabino
NAYS:	Council Member Allen, Council Member Henderson

G. NEW BUSINESS

14) CBF - Church of Fire in Christ

Christine Clayton, Finance Director presented the item.

APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION FROM THE CHURCH OF FIRE IN CHRIST IN THE AMOUNT OF \$2,000 FOR THEIR YOUTH RETREAT.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Council Member Henderson
SECONDER:	Mayor Pro Tem Wilson
AYES:	Mayor Hussey, Council Member Henderson, Mayor Pro Tem Wilson, Council Member Sabino
ABSTAIN:	Council Member Jeff Allen
NAYS:	None

H. FUTURE AGENDA ITEMS

None.

I. CITY COUNCIL COMMUNICATIONS

Council Member Michelle Sabino attended the following:

- 9/14/2024 - R&M Photography Ribbon Cutting
- 9/15/2024 - Vegan Popup
- 9/18/2024 - State of the County

Council Member Kenneth J. Henderson attended the following:

- 9/14/2024 - R&M Photography Ribbon Cutting

Council Member Jeff Allen attended the following:

- 9/14/2024 - R&M Photography Ribbon Cutting
- 9/17/2024 - Cal Cities Luncheon
- 9/18/2024 - State of the County Meeting
- 9/19/2024 -12th Annual Veterans Mental Health Summit
- 9/19/2024 - Machado Family Giving Event at City Hall every 3rd Thursday of the month at 9am
- 9/28/2024 - Lions Club October Fest & Annual Country Club
- 10/2/2024 - Regional Steering Committee Meeting
- 10/4/2024 - Southern California Edison Leaders Roundtable
- 10/7/2024 - Interagency Council on Homelessness Meeting

Mayor Pro Tem Doug Wilson attended the following:

- 9/11/2024 - Chamber of Commerce Meeting
- 9/11/2024 - PNC Bank Business of the Month
- 9/12/2024 - Omnitrans Orientation
- 9/14/2024 - R&M Photography Ribbon Cutting
- 9/18/2024 - State of the County
- 9/28/2024 - Annual Country Fair
- 10/2/2024 - Omnitrans Meeting
- 10/2/2024 - San Bernardino County Transportation Authority (SBCTA)

Mayor Bill Hussey announced the following:

- Thanked Frank Navarro, Mayor of Colton, for the recent homeless camp clean up on 9/5/2024.
- 10/9/2024 - Chamber of Commerce Meeting
- 10/9/2024 - Business of the Month - Mazzullis'

J. CITY MANAGER COMMUNICATIONS

City Manager Konrad Bolowich announced the following:

- Lieutenant Bryan Lane will be going on medical retirement, he will no longer be our chief of police, we are currently waiting for someone to fill that vacancy.
- Department Secretary, Daysi Alcocer, will be serving as the new City Clerk following the current City Clerk, Debra Thomas' retirement at the end of December 2024.

K. RECESS TO CLOSED SESSION

Mayor Hussey recessed the Regular Meeting of the City Council to closed session at 9:41 p.m.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Pursuant to Government Code Sections 54954.5(c), 54956.9 (d)(1)) Name of case: Advocates of the Environment v. City of Grand Terrace, San Bernardino Superior Court Case No. CIVSB2423305

RECONVENE TO OPEN SESSION

Mayor Hussey reconvened the Regular Meeting of the City Council from closed session at 10:16 p.m.

REPORT OUT OF CLOSED SESSION

Mayor Hussey announced that Staff and Council were given direction.

L. ADJOURN

Mayor Hussey adjourned the Regular Meeting of the City Council at 10:17 p.m. The Next Regular City Council Meeting will be held on Tuesday, November 12, 2024, at 6:00 p.m.

Bill Hussey, Mayor

Debra L. Thomas, City Clerk



AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Approval of the September-2024 Check Register in the Amount of \$660,078.11

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: Approve the Check Register No. 09302024 in the amount of \$660,078.11 as submitted, for the month ending September 30, 2024.

2030 VISION STATEMENT:

This staff report supports Goal #1, "Ensuring Our Fiscal Viability", through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:

The check register for the month of September-2024 has been prepared in accordance with Government Code §37202 and is hereby submitted for City Council's approval.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month of September-2024.

The attached index to the Check Register is a guideline account list only and is not intended to replace the comprehensive chart of accounts used by the City and Grand Terrace Successor Agency. Expenditure account number formats are XX-XXX-XXX [Fund-Department-Account]. Expenditures may be made from trust/agency accounts (Fund 23-XXX-) or temporary clearing accounts that do not have a budgetary impact.

DISCUSSION:

CHECK REGISTER

A total of \$660,078.11 in accounts payable checks and/or wires were issued during the period for services, reimbursements, supplies, and contracts and are detailed in the individual monthly register.

Below is a table that lists payments larger than \$10,000 for the month of September-2024.

Payments larger than \$10,000:

<u>Check No.</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
81676	ALESHIRE AND WYNDER LLP	JUL 2024 LEGAL SERVICES	\$29,637.54

81694	GOODMAN AND ASSOCIATES	JUL-AUG 2024 INTERIM CITY ENGINEER SVCS	\$14,740.00
81697	HARDY AND HARPER INC	CIP2023-24 PAVEMENT REHAB RETENTION PAYMENT	\$56,172.95
81711	ON SITE COMPUTING	(4) NEW LAPTOPS	\$10,001.64
81733	BWW AND COMPANY	REPAIR OF DAMAGED GUARDRAIL ON BARTON RD	\$41,737.50
81744	GOVPILOT	FY2024-25 CODE/BUILDING/PLANNING/PUBLIC WORKS SOFTWARE	\$42,764.00
81759	MOTOROLA SOLUTIONS INC	BACK UP PORTABLE RADIOS FOR CODE ENFORCEMENT	\$11,443.70
81765	SB COUNTY SHERIFF	SEP 2024 LAW ENFORCEMENT SERVICES	\$211,676.00
17610403	PUBLIC EMPLOYEES RETIREMENT	RETIREMENT CONTRIBUTIONS FOR PAYDATE 09/05/2024	\$11,752.07
17647532	CA PUB EMPLOYEES RETIRE SYSTEM	SEP 2024 PERS HEALTH INSURANCE	\$26,892.53
18725469	SO CA EDISON COMPANY	AUG 2024 ENERGY USAGE	\$20,010.86
	TOTAL PAYMENTS LARGER THAN \$10,000		<u>\$476,828.79</u>

PAYROLL

Payroll costs for the month:

<u>Pay Per.</u>	-	<u>Period Start</u>	-	<u>Period End</u>	<u>Pay Date</u>	<u>Amount</u>
Sep-24	-	-	-	-	-	-
5	From	8/17/2024	to	8/30/2024	9/5/2024	\$76,271.62
6	From	8/31/2024	to	9/13/2024	9/19/2024	\$76,827.06
						<u>\$153,098.68</u>

ENVIRONMENTAL IMPACT:

FISCAL IMPACT:

All disbursements (including payroll) were made in accordance with the approved budget for Fiscal Year 2024-25 in the amount of:

<u>Description</u>	<u>Amount</u>
Sep-24	
Check Register	\$660,078.11
Payroll	<u>\$153,098.68</u>
	<u>\$813,176.79</u>

CITY OF GRAND TERRACE

FY2024-25

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER Account Index



Bill Hussey, Mayor
Doug Wilson, Mayor Pro Tem
Jeff Allen, Council Member
Kenneth Henderson, Council Member
Michelle Sabino, Council Member

The Grand Terrace City Council meets on the Second and Fourth Tuesday of each month at 6:00 pm.

City of Grand Terrace Check Register Index

<u>Fund No.</u>	<u>Fund Name</u>	<u>Dept No.</u>	<u>Department Cost Center</u>	<u>Acct No.</u>	<u>General Account Numbers</u>
09	CHILD CARE FUND	110	CITY COUNCIL	110	SALARIES/WAGES
10	GENERAL FUND	120	CITY MANAGER	115	OVERTIME
11	STREET FUND	125	CITY CLERK	120	COUNCIL STIPENDS
12	STORM DRAIN FUND	140	FINANCE	138	MEDICARE / SUI
13	PARK FUND	160	CITY ATTORNEY	139	EMPLOYEES' BENEFIT PLAN
14	AB 3229 COPS FUND	172	BUILDING & SAFETY	140	RETIREMENT
15	AIR QUALITY IMPROVEMENT FUND	175	PUBLIC WORKS	142	HEALTH/LIFE INSURANCE
16	GAS TAX FUND	180	COMMUNITY EVENTS	143	WORKERS' COMPENSATION
17	TRAFFIC SAFETY FUND	185	RENTAL INSPECTION PROGRAM	210	OFFICE EXPENSE
18	TRANS. DEV. ACT (T D A FUND)	187	ENFORCEMENT PROGRAM	211	POSTAGE & MAILING
19	FACILITIES DEVELOPMENT FUND	190	NON-DEPARTMENTAL	220	SPECIAL DEPARTMENTAL EXP
20	MEASURE I FUND	195	FACILITIES MAINTENANCE	230	ADVERTISING
21	WASTE WATER DISPOSAL FUND	370	PLANNING & DEVELOPMENT SVCS	235	COMMUNICATIONS
22	COMMUNITY DEV. BLOCK GRANT	380	MGT INFORMATION SYSTEMS	238	UTILITIES
25	SPRING MOUNTAIN RANCH FUND	410	LAW ENFORCEMENT	240	RENTS & LEASES
26	LSCPG/ LGHTG ASSESSMENT DIST.	411	ASSET FORFEITURES	244	CUSTODIAL SERVICES
32	S/A CAPITAL PROJECTS FUND	430	RECREATION SERVICES	245	MAINT BLDG GRNDS EQUIPMNT
36	S/A 2011 TABS BOND PROCEEDS	441	CHILD CARE - NUTRITION GRANT	246	MAINT/OPER OF EQUIPMNT
45	CIP - COMMERCE WAY	445	CHILD CARE - TINY TOTS	250	PROFESSIONAL SERVICES
46	CIP - STREET IMPROVEMENTS	446	CHILD CARE - AFTER SCHOOL	251	BANKING SERVICE CHARGES
47	CIP - BARTON RD. BRIDGE PROJECT	447	CHILD CARE - PRE-SCHOOL	252	ROAD MAINTENANCE
48	CIP - CAPITAL PROJECTS FUND	450	PARKS MAINTENANCE	254	STREET SWEEPING
49	CIP - PARKS	461	COMMUNITY GRANTS	255	CONTRACTUAL SERVICES
50	CAPITAL PROJECT BOND PROCEEDS	500	AIR QUALITY PROGRAMS	256	ANIMAL SHELTERING SVCS
52	HOUSING AUTHORITY	510	STREET & SIGNAL LIGHTING	260	INSURANCE & SURETY BONDS
61	COMMUNITY BENEFITS FUND	573	LINE MAINTENANCE	265	MEMBERSHIPS & DUES
62	LIGHT UP GRAND TERRACE FUND	600	ZONE 1 13364 CANAL -TERR PINES	268	TRAINING
63	ILLEGAL FIREWORKS FUND	601	ZONE 3 TRACT 14471 PICO & ORIOLE	270	TRAVEL/CONFERENCES/MTGS
64	PUBLIC SAFETY FUND	602	ZONE 2 14264 FORREST CITY PHASE II	271	MILEAGE
65	SENIOR BUS PROGRAM FUND	603	ZONE 4 TRACT 17766 GREENBRIAR	625	NPDES
66	CAL RECYCLE GRANT	604	ZONE 5 TRACT 18793 PALOMINO	631	STORM DRAIN MAINTENANCE
67	PUBLIC EDUC & GOVT ACCESS (PEG)	605	ZONE 6 TRACT 18071 JADEN	801	PLANNING COMMISSION
68	40TH YR CELEBRATION FUND	606	ZONE 7 TRACT 18604 TESORO/VAN BUREN	804	HISTORICAL & CULTURAL COMM.
69	COMMUNITY DAY FUND	625	NPDES	311	FACILITY IMPROVEMENTS
70	FIXED ASSED/EQUIP REPL FUND	631	STORM DRAIN MAINTENANCE	570	WASTEWATER TREATMENT
73	ACTIVE TRANS PRGM (ATP) GRANT	700	CAPITAL OUTLAY	400	OTHER COMMUNITY GRANTS
74	HIGHWAY SFTY IMPV PRGM (HSIP)	705	EVERY 15 MINUTES	601	ELECTRICAL VEHICLE STATIONS
75	EMER MGMT PREP GRANT (EMPG)	801	PLANNING COMMISSION	700	COMPUTER EQUIPMENT
76	ENHANCED INFRA FIN DIST (EIFD)	804	HISTORICAL & CULTURAL COMMITTEE	701	CAPITAL IMPROVEMENT OTHER
77	SO CAL INCENTIVE PROJECT (SCIP)	805	SENIOR CITIZENS PROGRAM	705	VEHICLES
90	COVID-19 EMERGENCY FUND	808	EMERGENCY OPERATIONS PROG.	998	OVERHEAD COST ALLOCATION
95	DOG PARK ENDOWMENT FUND	999	TRANSFERS	999	TRANSFERS OUT

CITY OF GRAND TERRACE

FY2024-25

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

MONTHLY CHECK REGISTER For the Period Ending September 30, 2024



Bill Hussey, Mayor
Doug Wilson, Mayor Pro Tem
Jeff Allen, Council Member
Kenneth J. Henderson, Council Member
Michelle Sabino, Council Member

The Grand Terrace City Council meets on the Second and Fourth Tuesday of each month at 6:00 pm.

Check Register
CITY OF GRAND TERRACE
As of 9/30/2024

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
81673	09/05/2024	GRAND TERRACE TITANS JAAFC	08142024	COMMUNITY BENEFIT FUND EXPENSE REIMBURSEMENT - HELMETS AND SHOULDERPADS E 61-461-100-000-000	08/14/2024	2,000.00 <u>2,000.00</u>	2,000.00
81674	09/05/2024	8X8 INC	4584923	SEP 2024 SERVICE CHARGE FOR (46) POLYCOM VVX 450 PHONES E 10-190-235-000-000	09/01/2024	1,326.39 <u>1,326.39</u>	1,326.39
81675	09/05/2024	TERESE ALCALA	08292024	REFUND RESERVATION AT RICHARD ROLLINS PARK 08/03/2024 B 23-515-22-00	08/29/2024	50.00 <u>50.00</u>	50.00
81676	09/05/2024	ALESHIRE AND WYNDER LLP	88307	JUL 2024 LEGAL SERVICES - GENERAL E 10-160-250-000-000	08/26/2024	10,400.00 <u>10,400.00</u>	
			88305	JUL 2024 LEGAL SERVICES - GATEWAY SPECIFIC PLAN B 23-515-90-00	08/26/2024	7,550.40 <u>7,550.40</u>	
			89052	JUL 2024 LEGAL SERVICES - GENERAL AFTER 42 HRS E 10-160-250-000-000	08/26/2024	3,629.00 <u>3,629.00</u>	
			88308	JUL 2024 LEGAL SERVICES - SPECIAL PROJECTS E 10-160-250-100-000	08/26/2024	3,619.00 <u>3,619.00</u>	

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			88310	JUL 2024 LEGAL SERVICES - PERSONNEL E 10-160-250-100-000	08/26/2024	1,502.00 <u>1,502.00</u>	
			88309	JUL 2024 LEGAL SERVICES - LITIGATION E 10-160-250-100-000	08/26/2024	770.00 <u>770.00</u>	
			88315	JUL 2024 LEGAL SERVICES - REFUSE E 10-160-250-100-000	08/26/2024	758.00 <u>758.00</u>	
			88312	JUL 2024 LEGAL SERVICES - REAL ESTATE E 10-160-250-000-000	08/26/2024	621.00 <u>621.00</u>	
			89053	JUL 2024 LEGAL SERVICES FOR CONDOR BATTERY STORAGE PROJECT B 23-515-62-00	08/26/2024	400.40 <u>400.40</u>	
			88314	JUL 2024 LEGAL SERVICES - CODE ENFORCEMENT E 10-160-250-100-000	08/26/2024	334.60 <u>334.60</u>	
			88311	JUL 2024 LEGAL SERVICES - LABOR E 10-160-250-100-000	08/26/2024	50.00 <u>50.00</u>	
			88306	JUL 2024 LEGAL SERVICES - SUNNY DAYS LLC B 10-015-61-00	08/26/2024	3.14 <u>3.14</u>	
							29,637.54
81677	09/05/2024	ALLIANT INSURANCE SERVICES	2794210	INSURANCE FOR 2024 TRUNK OR TREAT E 10-120-220-200-000	08/27/2024	461.00 <u>461.00</u>	461.00

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81678	09/05/2024	AM SIGNAL LLC	M29073	POLES FOR SPEED RADAR SIGNS E 10-175-701-000-000	09/16/2024	7,361.75 <u>7,361.75</u>	7,361.75
81679	09/05/2024	CALIFORNIA BUILDING OFFICIALS	17874	CALBO EDUCATION WEEK REGISTRATION - LUIS GARDEA AND JESSICA LAMBARENA E 10-172-270-000-000	08/25/2024	760.00 <u>760.00</u>	760.00
81680	09/05/2024	MARCIAL CARDENAS	09032024	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	09/03/2024	50.00 <u>50.00</u>	50.00
81681	09/05/2024	MARTHA CARDENAS	08292024	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	08/29/2024	50.00 <u>50.00</u>	50.00
81682	09/05/2024	CIVIC PLUS	307805	FY2024-25 SOCIAL MEDIA ARCHIVING E 10-125-250-000-000	07/01/2024	8,188.00 <u>8,188.00</u>	8,188.00
81683	09/05/2024	COOPER TURF SOLUTIONS INC	INV-639	TURFPLANE AT VETERAN'S FREEDOM PARK E 10-450-710-000-000	08/29/2024	7,800.00 <u>7,800.00</u>	7,800.00

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81684	09/05/2024	DATA TICKET INC	168632	GRAND TERRACE- STREET SWEEPING FOR JUL 2024 E 10-140-255-000-000	08/20/2024	68.13	
						68.13	
			168260	GRAND TERRACE - CODE ENFORCEMENT PROCESSING FOR JUL 2024 E 10-185-255-000-000	08/20/2024	1.00	
						1.00	
							69.13
81685	09/05/2024	MATALYN LEANNE DUNBAR	08292024	STUDENT INTERNSHIP 08/17/2024 - 8/30/2024 E 10-120-220-000-000	08/29/2024	515.20	
						515.20	
							515.20
81686	09/05/2024	DUNN EDWARDS CORP	2018A19885	ROLLERS FOR GRAFFITI REMOVAL AT PICO PARK E 10-450-245-000-000	08/26/2024	8.15	
						8.15	
							8.15
81687	09/05/2024	MARIA GUADALUPE ESCOBEDO	08292024	REFUND RESERVATION AT SENIOR CENTER 08/03/2024 B 23-515-22-00	08/29/2024	200.00	
						200.00	
							200.00
81688	09/05/2024	MIGUEL ESTRADA	08292024	REIMBURSEMENT FOR DENTAL PREMIUM DEDUCTED ON ERROR B 10-022-70-00	08/29/2024	65.52	
						65.52	
							65.52

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81689	09/05/2024	EYEMED FIDELITY SECURITY LIFE	166444030	SEP 2024 EMPLOYEE PAID VISION INSURANCE B 10-022-71-00	08/21/2024	163.32 163.32	163.32
81690	09/05/2024	EZ SUNNYDAY LANDSCAPE	7747	WEED ABATEMENT AT EMPTY LOT AT PRESTON AND BARTON E 10-195-245-000-000	08/27/2024	866.65 866.65	
			7748	WEED ABATEMENT ON HILL AT OBSERVATION E 10-450-245-000-000	08/27/2024	533.00 533.00	
			7744	WEED ABATEMENT CANAL FRONT VIVIENDA TO MICHIGAN E 10-631-255-000-000	08/24/2024	450.00 450.00	
			7743	WEED ABATEMENT ON LOT ON BARTON RD WEST OF CITY HALL E 10-195-245-000-000	08/24/2024	450.00 450.00	
			7749	WEED ABATEMENT ON BARTON AND LA CROSSE E 10-175-244-000-000	08/27/2024	400.00 400.00	2,699.65
81691	09/05/2024	FAMILY SERVICE ASSOCIATION	07-2024-300405	JUL 2024 CDBG SR CENTER COORDINATOR E 22-425-312-000-000	08/01/2024	3,523.88 3,523.88	
			07-2024-300604	JUL 2024 CDBG SR CENTER PROGRAMS E 22-425-305-000-000	08/01/2024	2,003.32 2,003.32	5,527.20

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81692	09/05/2024	FOOTHILL CHAPTER ICC	1018	2024 INSTALLATION DINNER - LUIS GARDEA E 10-172-270-000-000	08/28/2024	50.00 50.00	50.00
81693	09/05/2024	DEBRA GARCIA	08292024	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	08/29/2024	50.00 50.00	50.00
81694	09/05/2024	GOODMAN AND ASSOCIATES	5937	JUL 2024 INTERIM CITY ENGINEER SERVICES E 10-175-250-020-000	07/31/2024	8,250.00 8,250.00	14,740.00
			5941	AUG 2024 INTERIM CITY ENGINEER SERVICES E 10-175-250-020-000	08/28/2024	6,490.00 6,490.00	
81695	09/05/2024	GRAND TERRACE CITY NEWS	7491	GT 08.22.2024 CITY AD: ORD 359 2ND READING E 10-125-230-000-000	08/16/2024	268.64 268.64	
			7488	GT 08.22.2024 CITY AD: ORD 356 2ND READING E 10-125-230-000-000	08/16/2024	200.96 200.96	
			7489	GT 08.22.2024 CITY AD: ORD 357 2ND READING E 10-125-230-000-000	08/16/2024	175.12 175.12	

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			7490	GT 08.22.2024 CITY AD: ORD 358 2ND READING E 10-125-230-000-000	08/16/2024	167.44 167.44	812.16
81696	09/05/2024	GT TRIBE BASEBALL	08292024	COMMUNITY BENEFIT FUND EXPENSE REIMBURSEMENT - UNIFORMS E 61-461-100-000-000	08/29/2024	2,000.00 2,000.00	2,000.00
81697	09/05/2024	HARDY AND HARPER INC	23914 RET	CIP 2023-24 PAVEMENT REHABILITATION - RETENTION PAYMENT E 46-900-321-000-000	07/18/2024	56,172.95 56,172.95	56,172.95
81698	09/05/2024	HDL SOFTWARE LLC	SIN042176	JUL 2024 BUSINESS LICENSE PROCESSING FEES E 10-140-250-000-000	07/31/2024	252.97 252.97	252.97
81699	09/05/2024	BRANDEN HODGES	08292024	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	08/29/2024	50.00 50.00	50.00
81700	09/05/2024	THOMAS HUGHES	08292024	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	08/29/2024	50.00 50.00	50.00

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81701	09/05/2024	INLAND BUSINESS FORMS	35819	MAILING ENVELOPES E 10-190-210-000-000	08/22/2024	293.52 293.52	293.52
81702	09/05/2024	INTERSTATE BATTERIES OF SB	4021457	BATTERIES FOR IRRIGATION CONTROLLER AT FITNESS PARK E 10-450-245-000-000	08/16/2024	672.13 672.13	672.13
81703	09/05/2024	GEORGE JASSO	08292024	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS B 23-515-22-00	08/29/2024	20.00 20.00	20.00
81704	09/05/2024	KONICA MINOLTA	45438533	AUG-SEP 2024 RENT FOR ADDITIONAL PHOTOCOPIER E 10-190-212-000-000	08/22/2024	142.92 142.92	142.92
81705	09/05/2024	KONICA MINOLTA BUS. SOLUTIONS	9010069424	07/15/24-08/14/24 CITYWIDE PHOTOCOPIER SERVICES E 10-190-700-000-000	08/14/2024	209.95 209.95	413.60
			295667722	AUG 2024 CITYWIDE PHOTOCOPIER MAINTENANCE E 10-190-700-000-000	08/31/2024	203.65 203.65	
81706	09/05/2024	PRISCILLA MALDONADO	08292024	REFUND RESEVRATION FOR COMMUNITY ROOM AT CITY HALL 08/08/2024 B 23-515-22-00	08/29/2024	200.00 200.00	200.00

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81707	09/05/2024	LYNN MERRILL	24-12	JUN 2024 NPDES SUPPORT SERVICES E 10-625-255-000-000	07/08/2024	843.71	
						<u>843.71</u>	
			25-1	JUL 2024 NPDES SUPPORT SERVICES E 10-625-255-000-000	08/13/2024	382.58	
						<u>382.58</u>	
							1,226.29
81708	09/05/2024	MARA MUNOZ	08292024	REFUND RESERVATION AT RICHARD ROLLINS PARK 08/24/2024 B 23-515-22-00	08/29/2024	200.00	
						<u>200.00</u>	
							200.00
81709	09/05/2024	TERRA NOVACOSKI	08292024	REFUND RESERVATION AT SENIOR CENTER 08/08/2024 B 23-515-22-00	08/29/2024	200.00	
						<u>200.00</u>	
							200.00
81710	09/05/2024	ODP BUSINESS SOLUTIONS LLC	382823676001	FY2024-25 OFFICE SUPPLIES E 10-190-210-000-000	08/22/2024	64.36	
						<u>64.36</u>	
							64.36
81711	09/05/2024	ON SITE COMPUTING	54004123	(4) NEW LAPTOPS E 10-125-210-000-000 E 10-172-210-000-000 E 10-175-210-000-000	08/21/2024	2,500.41 5,000.82 2,500.41	
						<u>10,001.64</u>	
							10,001.64
81712	09/05/2024	PAY PLUS SOLUTIONS INC	33509	SEP 2024 CALPERS INSIGHT E-TOOLS PAY PLUS SUBSCRIPTION E 10-140-255-000-000	09/01/2024	566.80	
						<u>566.80</u>	
							566.80

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81713	09/05/2024	Q3 CONSULTING	32548	JUL 2024 STORM DRAIN MASTER PLAN DEVELOPMENT E 10-631-255-000-000	08/14/2024	7,800.00 <u>7,800.00</u>	7,800.00
81714	09/05/2024	FABIAN RODRIGUEZ	10262023	REIMBURSEMENT - PERS DEDUCTION FROM PAYOUT OF VACATION ACCRUALS ON 10/26/2023 B 10-022-62-00	09/04/2024	151.89 <u>151.89</u>	151.89
81715	09/05/2024	SHELLY SAENZ	08292024	REFUND YARD SALE SIGN DEPOSIT FOR (1) YARD SALE SIGN B 23-515-22-00	08/29/2024	10.00 <u>10.00</u>	10.00
81716	09/05/2024	SCA OF CA LLC	109592CS	AUG 2024 STREET SWEEPING SERVICES E 16-900-254-000-000	08/31/2024	5,854.50 <u>5,854.50</u>	5,854.50
81717	09/05/2024	SITEONE LANDSCAPE SUPPLY	144990089-001	IRRIGATION SUPPLIES FOR PARKS E 10-450-245-000-000	08/14/2024	580.56 <u>580.56</u>	580.56
81718	09/05/2024	SO CAL LOCKSMITH	66083	EXISTING KEY MADE FOR MEGAN'S OFFICE AT SENIOR CENTER E 10-805-210-000-000	09/03/2024	167.71 <u>167.71</u>	167.71

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81719	09/05/2024	SPARKLETTS	9637116 090124	SEP 2024 BOTTLED WATER SERVICES FOR CITY HALL & SENIOR CENTER E 10-190-238-000-000 E 10-805-238-000-000	09/01/2024	459.17 313.93 <u>773.10</u>	773.10
81720	09/05/2024	STS AUDIO CONSULTING LLC	CGT2301F	FY2023-24 2ND PAYMENT NOISE MONITORING E 10-120-250-000-000	08/23/2024	3,625.00 <u>3,625.00</u>	3,625.00
81721	09/05/2024	SUNBELT RENTALS INC	158348729- 0001	LIFT RENTAL FOR BARTON RD IMPROVEMENTS E 10-175-240-000-000	08/23/2024	659.05 <u>659.05</u>	659.05
81722	09/05/2024	T MOBILE	AUG24 TMOBILE	JUL-AUG 2024 BACKUP INTERNET SERVICE E 10-380-250-000-000	08/21/2024	33.15 <u>33.15</u>	33.15
81723	09/05/2024	TIME WARNER CABLE	188753301 082124	RICHARD ROLLINS PARK INTERNET - AUG-SEP 2024 E 10-450-238-000-000	08/21/2024	329.98 <u>329.98</u>	
			188753201 082124	CITY HALL INTERNET - CITY HALL - AUG-SEP 2024 E 10-190-238-000-000	08/21/2024	329.98 <u>329.98</u>	
			188753001 082124	SR CENTER INTERNET - HSD3 - AUG-SEP 2024 E 10-805-238-000-000	08/21/2024	99.99 <u>99.99</u>	

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			188753101	CITY HALL CABLE - AUG-SEP 2024	08/21/2024		
			082124	E 10-190-238-000-000		49.82	
						<u>49.82</u>	
							809.77
81724	09/05/2024	UNDERGROUND SERVICE ALERT	820240310	SEP 2024 MONTHLY DATABASE MAINTENANCE FEE	09/01/2024		
				E 16-900-220-000-000		130.25	
						<u>130.25</u>	
							130.25
81725	09/05/2024	UNITED STATES POSTAL SERVICE	09012024	FY2024-25 POSTAGE ON-CALL METER	09/01/2024		
				E 10-190-211-000-000		4,000.00	
						<u>4,000.00</u>	
							4,000.00
81726	09/05/2024	VERIZON WIRELESS	9972256200	ALPR LINE CHARGES JUL-AUG 2024	08/23/2024		
				E 10-190-235-000-000		190.05	
						<u>190.05</u>	
							190.05
81727	09/05/2024	WILLDAN	002-32498	JUL 2024 PLAN CHECK/ INSPECTION SVCS	08/01/2024		
				E 10-172-250-100-000		3,105.00	
						<u>3,105.00</u>	
			002-32499	JUL 2024 PROFESSIONAL SERVICES FOR VARIOUS DEVELOPERS	08/01/2024		
				B 23-510-78-00		270.00	
				B 23-515-16-00		135.00	
				B 23-515-44-00		810.00	
				B 23-515-64-00		67.50	
				B 23-515-81-00		675.00	
				B 23-515-97-00		135.00	
						<u>2,092.50</u>	

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			006-27179	JAN 2024 CITYWIDE ENGINEERING AND TRAFFIC SURVEYS E 16-900-220-000-000	02/21/2024	1,363.00 1,363.00	
			006-27321	FEB 2024 CITYWIDE ENGINEERING AND TRAFFIC SURVEYS E 16-900-220-000-000	03/25/2024	675.75 675.75	7,236.25
81728	09/19/2024	A STORAGE PLACE	10/01/2024 - B3334	OCT 2024 RENT FOR UNIT B3334 E 10-140-241-000-000	09/16/2024	422.00 422.00	
			10/01/2024 - B15	OCT 2024 RENT FOR UNIT B15 E 10-140-241-000-000	09/16/2024	210.00 210.00	632.00
81729	09/19/2024	AMERITAS LIFE INSURANCE CORP	SEP 2024	SEP 2024 EMPLOYEE PAID DENTAL INSURANCE B 10-022-70-00	09/01/2024	1,105.84 1,105.84	1,105.84
81730	09/19/2024	AT AND T	SEP 2024 AT&T	SEP 2024 AT&T E 10-190-235-000-000 E 10-450-235-000-000 E 10-805-235-000-000 E 10-808-235-000-000	09/01/2024	2,245.80 422.21 807.48 829.71 4,305.20	4,305.20
81731	09/19/2024	BENSON PRODUCTIONS	1615	AUG 2024 VIDEOGRAPHER SERVICES FOR CITY COUNCIL E 67-380-250-000-000	08/29/2024	500.00 500.00	500.00

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81732	09/19/2024	BOYS SCOUT TROOP 40	31056532	COMMUNITY BENEFIT FUND EXPENSE REIMBURSEMENT - SUMMER CAMP E 61-461-100-000-000	08/14/2024	2,000.00 <u>2,000.00</u>	2,000.00
81733	09/19/2024	BWW AND COMPANY	GTGR82724	REPAIR OF DAMAGED GUARDRAIL ON BARTON RD E 10-175-257-000-000	09/09/2024	41,737.50 <u>41,737.50</u>	41,737.50
81734	09/19/2024	CA DEPT OF TRANSPORTATION	HSIP 5421(006)	HSIP 5421(006) ADV ID 082000091 CANCELLED PROJECT REIMBURSEMENT E 10-175-244-000-000	09/05/2024	5,304.36 <u>5,304.36</u>	5,304.36
81735	09/19/2024	CHARTER COMMUNICATIONS	234703801 090124	CITY HALL ELEVATOR PHONE - SEP 2024 E 10-195-246-000-000	09/01/2024	39.99 <u>39.99</u>	39.99
81736	09/19/2024	COLTON PUBLIC UTILITIES	JUN-JUL24 GT SEWER	JUN-JUL 2024 GT SEWER COMM E 10-190-238-000-000	08/30/2024	661.28 <u>661.28</u>	661.28
81737	09/19/2024	COMPUTERIZED EMBROIDERY CO INC	55823	EMBROIDERY OF CITY LOGO ON SHIRTS FOR STAFF E 10-190-220-000-000	08/08/2024	52.20 <u>52.20</u>	52.20

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81738	09/19/2024	DAPEER ROSENBLIT AND LITVAK	23479	AUG 2024 LEGAL FEES FOR MUNICIPAL CODE ENFORCEMENT MATTERS E 10-160-250-100-000	08/31/2024	180.00 180.00	180.00
81739	09/19/2024	MATALYN LEANNE DUNBAR	09172024	STUDENT INTERNSHIP 08/31/2024 - 9/13/2024 E 10-120-220-000-000	09/17/2024	336.00 336.00	336.00
81740	09/19/2024	EZ SUNNYDAY LANDSCAPE	7768	LANDSCAPING ON BARTON RD NEAR CITY HALL E 10-175-244-000-000	09/14/2024	5,000.00 5,000.00	9,250.00
			7750	WEED ABATEMENT ON DITCH BETWEEN ORANGEWOOD AND VAN BUREN E 10-187-257-000-000	08/26/2024	3,450.00 3,450.00	
			7760	WEED ABATEMENT ON LOT AT WALGREENS FOR TRUNK OR TREAT E 10-120-220-200-000	09/07/2024	650.00 650.00	
			7758	SEP 2024 JADEN COURT IRRIGATION MAINTENANCE E 26-605-255-000-000	09/06/2024	150.00 150.00	
81741	09/19/2024	FIREMASTER	0001257586	GREASE CLEANING SERVICE FOR CITY HALL - SEMI ANNUAL E 10-195-245-000-000	09/10/2024	875.00 875.00	

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			0001257588	FY2024-25 SEMI-ANNUAL GREASE CLEANING SERVICE FOR SENIOR CENTER E 10-805-245-000-000	09/10/2024	804.03 <u>804.03</u>	1,679.03
81742	09/19/2024	CHRISTA FRENES	09172024	REFUND YARD SALE SIGN DEPOSIT FOR (1) YARD SALE SIGN B 23-515-22-00	09/17/2024	10.00 <u>10.00</u>	10.00
81743	09/19/2024	FRUIT GROWERS SUPPLY	92482881	IRRIGATION SUPPLIES FOR FREEDOM PARK E 10-450-245-000-000	08/29/2024	17.58 <u>17.58</u>	17.58
81744	09/19/2024	GOVPILOT	2022-1474	FY2024-25 CODE/BUILDING/PLANNING/ PUBLIC WORKS SOFTWARE E 10-172-250-000-000 E 10-175-220-000-000 E 10-187-246-000-000 E 10-370-250-000-000	09/01/2024	12,120.00 3,374.00 12,120.00 15,150.00 <u>42,764.00</u>	42,764.00
81745	09/19/2024	GRAND TERRACE CITY NEWS	7587	GT 09.05.2024 MEASURE M ADVERTISING E 10-120-250-000-000	08/28/2024	1,782.00 <u>1,782.00</u>	
			7678	AUG 2024 WEEKLY QUARTER-PAGE DISPLAY AD E 10-120-230-000-000	09/10/2024	1,200.00 <u>1,200.00</u>	

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			6809	JUL 2024 WEEKLY QUARTER-PAGE DISPLAY AD E 10-120-230-000-000	07/25/2024	960.00 960.00	3,942.00
81746	09/19/2024	HARDY AND HARPER INC	23914 RET B	CIP 2023-24 PAVEMENT REHABILITATION - RETENTION PAYMENT FOR PAY APP# 2 E 46-900-321-000-000	07/18/2024	5,703.12 5,703.12	5,703.12
81747	09/19/2024	HOME DEPOT CREDIT SERVICE	7042645	ROTARY HAMMER FOR BARTON RD PROJECT E 10-175-218-000-000	08/27/2024	541.58 541.58	
			2041918	LANDSCAPING SUPPLIES FOR BARTON RD PROJECT E 10-175-244-000-000	08/22/2024	273.96 273.96	
			6274132	CLEANING AND MAINTENANCE SUPPLIES E 10-175-210-000-000 E 10-175-246-000-000 E 10-195-245-000-000 E 10-450-245-000-000	08/08/2024	22.99 3.00 54.35 9.77 90.11	
			4082841	CONCRETE MIX AND REBAR FOR INSTALLING BENCHES AT FREEDOM PARK E 10-450-710-000-000	08/20/2024	89.35 89.35	
			4524119	FENCING SUPPLIES AND EXTENSION CORD E 10-175-210-000-000 E 10-175-244-000-000	07/31/2024	65.22 14.72 79.94	

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			3520416	AUGER BITS FOR BARTON RD PROJECT E 10-175-244-000-000	08/21/2024	63.01 63.01	1,137.95
81748	09/19/2024	HOSE MAN INC	00075275	HOSE REPAIR FOR RICHARD ROLLINS PARK E 10-450-245-000-000	08/29/2024	28.58 28.58	28.58
81749	09/19/2024	WILLIAM HUSSEY	SEP 2024 BH HLTH	SEP 2024 BH HLTH REIMBURSEMENT E 10-110-142-000-000	09/17/2024	342.62 342.62	342.62
81750	09/19/2024	INLAND BUSINESS FORMS	35824	BUSINESS CARDS - TABATHA BAREFIELD E 10-185-210-000-000	08/23/2024	85.09 85.09	85.09
81751	09/19/2024	KONICA MINOLTA	45483807	SEP-OCT 2024 RENT FOR (2) PHOTOCOPIERS E 10-190-212-000-000	09/02/2024	260.32 260.32	260.32
81752	09/19/2024	LAMPERT DIAS ARCHITECTS INC	3	AUG 2024 CONCEPTUAL DESIGN OF NEW LIBRARY AND MULTIPURPOSE SPACE E 10-370-250-000-000	09/01/2024	96.50 96.50	96.50

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81753	09/19/2024	LINCOLN NATIONAL LIFE INSURANCE	LCLN SEP 2024	SEP 2024 LIFE/AD&D/DEP LIFE/WI/LTD B 10-022-66-00 E 10-120-142-000-000 E 10-125-142-000-000 E 10-140-142-000-000 E 10-172-142-000-000 E 10-175-142-000-000 E 10-185-142-000-000 E 10-370-142-000-000 E 10-450-142-000-000 E 16-175-142-000-000 E 52-400-142-000-000 E 65-425-142-000-000	09/01/2024	1,121.76 56.31 26.67 56.70 23.86 91.54 21.13 27.48 75.89 41.44 2.16 8.22 1,553.16	1,553.16
81754	09/19/2024	LOMA LINDA HEAT AND A C INC	13980838	FY2024-25 Q1 A/C MAINTENANCE E 10-195-257-000-000	08/23/2024	1,275.00 1,275.00	1,275.00
81755	09/19/2024	GRISELDA LUNA	09102024	REFUND - RESIDENTIAL SITE INSPECTION OF 12394 PASCAL AVE R 10-700-01 B 23-515-85-00	09/10/2024	3.62 181.00 184.62	184.62
81756	09/19/2024	COMMUNICATIONS AND MEDIA MANAGEMENT CONSULTANTS INC	GT090124	AUG 2024 SALES TAX BALLOT MEASURE PREPARATION E 10-120-250-000-000	09/04/2024	4,000.00 4,000.00	4,000.00
81757	09/19/2024	LYNN MERRILL	25-2	AUG 2024 NPDES SUPPORT SERVICES E 10-625-255-000-000	09/05/2024	95.65 95.65	95.65

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81758	09/19/2024	MICHAEL BAKER INTERNATIONAL	1221829	JUL 2024 PROFESSIONAL SERVICES FOR BRSP B 23-510-39-00	08/20/2024	432.25 432.25	432.25
81759	09/19/2024	MOTOROLA SOLUTIONS INC	8281965991	BACK UP PORTABLE RADIOS FOR CODE ENFORCEMENT E 10-185-220-000-000	08/28/2024	11,443.70 11,443.70	11,443.70
81760	09/19/2024	ODP BUSINESS SOLUTIONS LLC	379959119001	FY2024-25 OFFICE SUPPLIES E 10-190-210-000-000	08/30/2024	279.62 279.62	279.62
81761	09/19/2024	ON SITE COMPUTING	54004070	OCT 2024 IT SERVICES E 10-380-250-000-000	09/01/2024	9,766.00 9,766.00	9,766.00
81762	09/19/2024	PACIFIC PRODUCTS AND SERVICES	34625	SUPPLIES FOR RADAR SIGN INSTALLATION E 10-175-701-000-000	09/11/2024	891.74 891.74	891.74
81763	09/19/2024	REVENUE AND COST SPECIALISTS	9258	AUG 2024 BILLING FOR DEVELOPMENT IMPACT FEE STUDY E 10-172-250-000-000	08/28/2024	7,920.00 7,920.00	7,920.00

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81764	09/19/2024	SAN BERNARDINO COUNTY FIRE DEP	GT225CC	OCT-DEC 2024 HOUSEHOLD HAZARDOUS WASTE SERVICES E 10-187-258-000-000	09/12/2024	5,273.74 5,273.74	5,273.74
81765	09/19/2024	SB COUNTY SHERIFF	25691	SEP 2024 LAW ENFORCEMENT SERVICES E 10-410-255-000-000 E 10-410-256-000-000 E 14-411-256-000-000	08/29/2024	3,083.00 193,177.00 15,416.00 211,676.00	211,676.00
81766	09/19/2024	SITEONE LANDSCAPE SUPPLY	145535752-001	SPRINKLER ROTOR FOR FREEDOM PARK E 10-450-245-000-000	08/29/2024	249.78 249.78	307.60
			145930385-001	DIAPHRAGM ASSEMBLY FOR FREEDOM PARK E 10-450-245-000-000	09/11/2024	57.82 57.82	
81767	09/19/2024	ELIZABETH SKATES	09172024	REFUND YARD SALE SIGN DEPOSIT FOR (3) YARD SALE SIGNS B 23-515-22-00	09/17/2024	30.00 30.00	30.00
81768	09/19/2024	SO CAL LOCKSMITH	66115	DEADBOLT FOR FREEDOM PARK RESTROOMS E 10-450-245-000-000	09/11/2024	51.09 51.09	51.09

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81769	09/19/2024	ST FRANCIS ELECTRIC	22147756	AUG 2024 RESPONSE TRAFFIC SIGNAL MAINTENANCE	08/31/2024		
				E 16-510-255-000-000		2,168.50	
						<u>2,168.50</u>	
			22147755	AUG 2024 ROUTINE TRAFFIC SIGNAL MAINTENANCE	08/31/2024		
				E 16-510-255-000-000		557.55	
						<u>557.55</u>	
							2,726.05
81770	09/19/2024	SUPERIOR BUILDING MAINTENANCE	10657	SEP 2024 JANITORIAL SERVICES FOR CIVIC CENTER AND PARKS	08/31/2024		
				E 10-195-245-000-000		2,885.00	
				E 10-450-245-000-000		1,922.00	
						<u>4,807.00</u>	
							4,807.00
81771	09/19/2024	TEAMSTERS LOCAL 1932	038	OCT 2024 EMPLOYEE PAID MEMBERSHIP DUES	09/10/2024		
				B 10-022-72-00		593.12	
						<u>593.12</u>	
							593.12
81772	09/19/2024	TERMINIX	450990679	AUG 2024 GOPHER CONTROL FOR GRIFFIN PARK	08/30/2024		
				E 10-450-245-000-000		172.00	
						<u>172.00</u>	
			451064189	AUG 2024 GOPHER CONTROL FOR PICO PARK	08/30/2024		
				E 10-450-245-000-000		147.00	
						<u>147.00</u>	
			450990645	AUG 2024 PEST CONTROL SERVICES - CITY HALL	08/30/2024		
				E 10-195-245-000-000		119.00	
						<u>119.00</u>	

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			450990757	AUG 2024 PEST CONTROL SVCS FOR SENIOR CENTER E 10-805-245-000-000	08/30/2024	115.00 115.00	
			450990790	AUG 2024 GOPHER CONTROL FOR RICHARD ROLLINS PARK E 10-450-245-000-000	08/30/2024	85.00 85.00	
			450990667	AUG 2024 GOPHER CONTROL FOR DOG PARK E 10-450-245-000-000	08/30/2024	85.00 85.00	
			447344784	MAY 2024 GOPHER CONTROL FOR POCKET PARK E 10-450-245-000-000	05/29/2024	80.00 80.00	
			448510011	JUN 2024 GOPHER CONTROL FOR POCKET PARK E 10-450-245-000-000	06/27/2024	80.00 80.00	
			449755992	JUL 2024 GOPHER CONTROL FOR POCKET PARK E 10-450-245-000-000	07/29/2024	80.00 80.00	
			450990798	AUG 2024 GOPHER CONTROL FOR POCKET PARK E 10-450-245-000-000	08/30/2024	80.00 80.00	
							1,043.00
81773	09/19/2024	THOMSON REUTERS WEST	850780590	SEP 2024 QUINLAN ZONING BULLETIN SUBSCRIPTION E 10-370-265-000-000	09/01/2024	81.00 81.00	
							81.00

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81774	09/19/2024	TIME WARNER CABLE	188752901 090724	SR CTR CABLE INTERNET BLDG3 - SEP-OCT 2024 E 10-805-238-000-000	09/07/2024	288.00 288.00	288.00
81775	09/19/2024	TRAFFIC MANAGEMENT PRODUCTS	06-110243	SUPPLIES FOR SPEED LIMIT SIGN INSTALLATION E 10-175-701-000-000	09/12/2024	21.54 21.54	21.54
81776	09/19/2024	WEST COAST ARBORISTS INC	218984	AUG 2024 TREE MAINTENANCE OUT OF CYCLE E 20-100-245-000-000	08/31/2024	5,848.00 5,848.00	5,848.00
81777	09/19/2024	ROSIE WHITEHEAD	09172024	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	09/17/2024	50.00 50.00	50.00
81778	09/19/2024	WILLDAN	010-59655	FY2024-25 LANDSCAPING AND LIGHTING DISTRICT ENGINEER REPORT E 26-600-250-000-000 E 26-601-250-000-000 E 26-602-250-000-000 E 26-603-250-000-000 E 26-604-250-000-000 E 26-605-250-000-000 E 26-606-250-000-000	08/30/2024	460.00 460.00 460.00 460.00 460.00 460.00 460.00 3,220.00	

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			002-32685	AUG 2024 PLAN CHECK/ INSPECTION SVCS E 10-172-250-100-000	09/03/2024	2,277.50 <u>2,277.50</u>	5,497.50
769879	09/26/2024	AMERICAN FIDELITY ASSURANCE CO	D769879	OCT 2024 - EMPLOYEE CANCER & ACCIDENT INSURANCE B 23-250-20-00	10/01/2024	446.42 <u>446.42</u>	446.42
2340838	09/26/2024	AMERICAN FIDELITY ASSURANCE CO	2340838A	OCT EMP PAID FLEX SPEND/DEP CARE B 23-250-10-00	08/31/2024	124.98 <u>124.98</u>	124.98
2550009	09/11/2024	SO CA GAS COMPANY	AUG 2024 GAS SERVICE	AUG 2024 GAS SERVICE E 10-190-238-000-000 E 10-805-238-000-000	09/05/2024	48.81 121.55 <u>170.36</u>	170.36
17610403	09/17/2024	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 09052024 PERS	RETIREMENT CONTRIBUTIONS FOR PAY DATE 09/05/2024 B 10-022-62-00	09/05/2024	11,752.07 <u>11,752.07</u>	11,752.07
17640687	09/04/2024	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 10262023 PERS	REPORT MISSING PAYROLL FOR F RODRIGUEZ FOR PAYDATE 10/26/2024 B 10-022-62-00	09/04/2024	209.39 <u>209.39</u>	209.39

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17647532	09/03/2024	CA PUB EMPLOYEES RETIRE SYSTEM	09012024 HPERS	SEP 2024 PERS HEALTH INSURANCE ACH 1002725166 B 10-022-61-00 E 10-120-142-000-000 E 10-125-142-000-000 E 10-140-142-000-000 E 10-172-142-000-000 E 10-175-142-000-000 E 10-185-142-000-000 E 10-190-142-000-000 E 10-370-142-000-000 E 10-450-142-000-000 E 16-175-142-000-000 E 65-425-142-000-000	09/01/2024	3,776.99 3,047.49 1,517.66 2,494.64 1,735.81 3,818.77 1,626.73 4,232.33 758.83 2,082.97 1,041.48 758.83 26,892.53	26,892.53
17680977	09/17/2024	CALPERS 457 PLAN	PAYDATE 09052024 457	EFT PAYMENT CALPERS ACH CONFIRM #1002737612 B 10-022-63-00 B 10-022-64-00	09/05/2024	1,935.00 497.66 2,432.66	2,432.66
18725469	09/04/2024	SO CA EDISON COMPANY	AUG 2024 EDISON	AUG 2024 ENERGY USAGE E 10-175-238-000-000 E 10-190-238-000-000 E 10-450-238-000-000 E 16-510-238-000-000 E 26-600-238-000-000 E 26-601-238-000-000 E 26-602-238-000-000 E 26-603-238-000-000 E 26-604-238-000-000 E 26-605-238-000-000 E 65-425-272-000-000	09/01/2024	244.42 10,159.84 1,700.13 7,421.47 75.06 61.00 84.46 14.08 66.18 53.22 131.00 20,010.86	20,010.86

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99530737	09/11/2024	WEX BANK	99530737	AUG-SEP 2024 VEHICLE FUEL CHEVRON	09/06/2024		
				E 10-172-272-000-000		215.00	
				E 10-175-272-000-000		2,018.73	
				E 10-185-272-000-000		131.05	
						<u>2,364.78</u>	
							2,364.78
168288427	09/16/2024	VERIZON WIRELESS	9972742665	AUG-SEP 2024 MONTHLY PHONE	09/01/2024		
				CHARGES			
				E 10-120-235-000-000		102.70	
				E 10-140-235-000-000		51.35	
				E 10-172-235-000-000		51.35	
				E 10-175-235-000-000		805.26	
				E 10-185-235-000-000		251.26	
				E 10-370-235-000-000		51.35	
				E 10-805-238-000-000		760.22	
				E 65-425-235-000-000		51.35	
						<u>2,124.84</u>	
							2,124.84

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449145124	09/12/2024	US BANK	AUG2024 CAL CARD	AUG-SEP 2024 CAL CARD CHARGES	09/06/2024		
				E 10-110-270-000-000 CONFERENCE		88.64	
				E 10-120-210-000-000 OFFICE SUPPLIES		26.35	
				E 10-120-220-000-000 MTRLS & SUPPLIES		170.40	
				E 10-120-270-000-000 CONFERENCE		80.45	
				E 10-125-270-000-000 CONFERENCE		60.00	
				E 10-140-210-000-000 OFFICE SUPPLIES		7.53	
				E 10-140-270-000-000 CONFERENCE		-139.39	
				E 10-172-268-000-000 TRAINING		85.00	
				E 10-172-270-000-000 CONFERENCE		150.56	
				E 10-172-272-000-000 VEHICLE MAINT		177.66	
				E 10-175-210-000-000 OFFICE SUPPLIES		377.09	
				E 10-175-218-000-000 SMALL TOOLS		71.72	
				E 10-175-219-000-000 UNIFORMS		117.36	
				E 10-175-220-000-000 MTRLS & SUPPLIES		71.78	
				E 10-175-244-000-000 PARKWAY MAINT		732.21	
				E 10-175-268-000-000 TRAINING		955.00	
				E 10-175-272-000-000 VEHICLE MAINT		353.72	
				E 10-185-220-000-000 MTRLS & SUPPLIES		539.00	
				E 10-185-268-000-000 TRAINING		-435.00	
				E 10-190-210-000-000 OFFICE SUPPLIES		388.74	
				E 10-190-211-000-000 POSTAGE		257.36	
				E 10-190-220-000-000 MTRLS & SUPPLIES		174.62	
				E 10-190-265-000-000 SUBSCRIPTION		537.67	
				E 10-195-245-000-000 MTRLS & SUPPLIES		48.84	
				E 10-370-265-000-000 SUBSCRIPTION		979.80	
				E 10-370-270-000-000 CONFERENCE		363.12	
				E 10-380-210-000-000 OFFICE SUPPLIES		5.33	
				E 10-380-249-000-000 MTRLS & SUPPLIES		543.81	
				E 10-450-245-000-000 PARK MAINT		227.05	
				E 10-805-220-000-000 MTRLS & SUPPLIES		26.92	
				E 10-808-210-000-000 OFFICE SUPPLIES		141.66	
				E 10-808-220-000-000 MTRLS & SUPPLIES		826.77	
				E 65-425-220-000-000 MTRLS & SUPPLIES		80.77	
				E 65-425-272-000-000 BUS MAINT		16.67	
						8,109.21	
							8,109.21

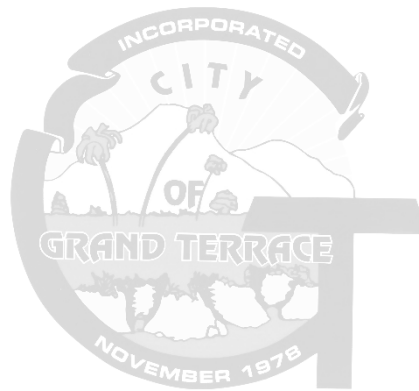
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
Total Checks:							660,078.11

IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.



Christine Clayton, Finance Director
City of Grand Terrace



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AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Update to Facility Use Fees: 2nd Reading

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: Recommend a second reading of the update by title only and adopt the revised Facility Use Agreement fee structure. This update aims to establish clear guidelines for facility users, ensure the City recovers its costs, and maintain accessibility for local non-profits, community groups, and sports-related organizations.

2030 VISION STATEMENT:

This staff report supports Goal #4: 'Develop and Implement Successful Partnerships.'

BACKGROUND:

The City Council adopted park policies and fee structures in 1994 and 2002, with the latter clarifying the Facility Use Agreement and introducing a temporary discounted rate for ballfield lighting. In 2012, a comprehensive Facility Use Policy was developed to improve management of City facilities. In 2017, a licensing agreement was established with CJUSD for shared use of Terrace Hills Middle School's facilities, with community organizations covering field maintenance costs.

The revised Facility Use Agreement clarifies applicant responsibilities for using City fields, facilities, and park shelters, aiming to ensure proper maintenance while enhancing accessibility. A new fee structure balances affordability for non-profits and community organizations with cost recovery for the City.

DISCUSSION:

Key updates to the revised Facility Use Agreement include:

- **Fee Structure for Nonprofits:** A one-time \$10 registration fee allows scheduling of events at the Senior Center and Community Room throughout the fiscal year, with designated booking times from 7:00 AM to 10:00 PM on weekdays (excluding Fridays after 5:00 PM) and all day on weekends.
- **Additional Fees:**
 - **Cleaning Fee:** \$32 per hour (minimum 2 hours) for events serving food and beverages.
 - **Staff Call-Out Fee:** \$50 per hour (minimum 2 hours) if City staff assistance is required.
- **Sports League Pricing:** Local sports leagues can schedule up to 32 hours of facility use for \$800 or at a rate of \$50 per hour. Private teams will follow this new pricing structure.

The City Manager retains authority to grant exceptions to the rules or fees based on specific circumstances or community needs.

ENVIRONMENTAL IMPACT:

No environmental impact.

FISCAL IMPACT:

The revised Facility Use Agreement is anticipated to generate additional revenue through the implementation of various facility usage fees, which will support the maintenance and operational costs of City facilities. Additionally, the structured fee schedule for sports leagues and community organizations will promote equitable access while ensuring cost recovery for the City's resources.

FACILITY USE APPLICATION



Welcome to the City of Grand Terrace! This reservation request is not an approved contract for facility rental. Please submit the Field and Facility Use Application at least 60 days before events or within 14 days for park shelter reservations to allow for adequate approval time. Park shelters require a minimum reservation time of 2 hours. **The registration fee is non-refundable.** Staff review, security services, and liability insurance may be necessary. Please refrain from advertising your event until approval is issued. Please initial here to acknowledge that you have read, understood, and agree to this information.

Initials: _____

Applicant's Name: _____

Phone Number: _____

Organization: _____

Street Address: _____

City: _____ Zip: _____

Non-Profit Tax ID 501 (c)(3)#: _____ E-Mail: _____

Facility: _____ Event Start Time: _____ am/pm

Park & Shelter(s): _____ Event End Time: _____ am/pm

Event Details: _____ Expected Attendance: _____

Event Date(s): _____

Will food and beverages be served? ☐ Yes ☐ No

Will there be music? ☐ Yes ☐ No

Will there be food vendors?* ☐ Yes ☐ No

Will there be live entertainment (DJ/Band)?** ☐ Yes ☐ No

Will vendors be accepting money?** ☐ Yes ☐ No

*Proof of liability insurance may be required

**Vendors must provide County Healthy Permit and/or City Business License

If you answered **yes** to any of the above questions, please explain: _____

Non-Profit or Community Based Organization Fee Structure

A **\$10 registration fee** is required per fiscal year, and organizations have the flexibility to schedule events in the Community Room and Senior Center throughout the fiscal year. Please be aware that events organized by these groups may be subject to cancellation with notice to accommodate the City's needs.

- ☐ I acknowledge that I am a nonprofit or community based organization, as outlined in the FUA definitions.
- ☐ I acknowledge that the permit expires on June 30th.
- ☐ I acknowledge that my organization can schedule events Monday through Thursday from 7 AM to 10 PM, with the Senior Center available after 3 PM. Events scheduled on Fridays after 5 PM, as well as on Saturdays and Sundays, will be charged at the Grand Terrace resident rate.

STAFF USE ONLY

Facility Use Application Received Date: _____

Enter into GovPilot: ____ / ____ / ____

Received By: _____

Reference#: _____

Approved By: _____

Five Business Days Prior to Event: _____

☐ Equipment Rental Form

☐ Health Permit

☐ 501(c)(3) Letter of Determination

☐ Insurance

☐ Other: _____

Non-Refundable Registration Fee:

Rental Fee:

Deposit:

Staffing Fee:

Cleaning Fee:

Amount Due:

\$10

Facilities Rental Fees

Any person, group, or organization wishing to use City facilities must pay the rates set forth below. Fees will be periodically reviewed and may be recommended for revision by the City Council if necessary. Fees may be waived at the discretion of the City Manager.

COMMUNITY ROOM OR SENIOR CENTER	Maximum Occupancy: (50) Community Room (120) Senior Center
Grand Terrace Residents	\$30.00 per hour
Non-Grand Terrace Residents	\$50.00 per hour
Non-Profits or Community Based Groups	\$10 annual registration; See application front for details.
All event and room reservations require the following: \$10.00 Registration Fee (Non-Refundable) \$200.00 Refundable Deposit – <i>Refunded after a post-event inspection confirms no damages. This does not apply to non-profits or community-based groups</i>	

OUTDOOR PARK SHELTERS	Maximum Occupancy: 50
Grand Terrace Residents	\$10.00 per hour, minimum 2-hour rental
Non-Grand Terrace Residents	\$15.00 per hour, minimum 2-hour rental
All park reservations require the following: \$10.00 Registration Fee (Non-Refundable) \$50.00 Refundable Deposit – <i>Refund issued upon confirmation of no damages, decorations, or trash left behind</i>	

COURT AND FIELD RENTAL	
GTCSC, GTLL, GTT: \$5 per player during league term	Due at the end of the first month of the term
Teams, Private Use, or Team Practices (including league teams)	Hourly Rate: \$50.00 per hour Flat Rate: \$800.00 for 32 hours of use per fiscal year
Basketball Teams: \$3 per player per agreement term	Due at the end of the first month of the agreement term
\$10.00 Registration Fee (Non-Refundable) \$200.00 Refundable Deposit (<i>Excluding designated leagues, subject to no damages to the field or buildings during reservation</i>)	

STAFF CALL-OUT & FOOD AND BEVERAGE CLEANUP FEE	
Staff Call-Out: \$50.00 per hour, (2-hour minimum)	Food and Beverage Fee: \$32 for the first hour; \$64 for events of two hours or more - <i>Required when food and beverages are served in the Senior Center or Community Room</i>

Field lighting fees will automatically apply to scheduled usage after dusk

FIELD LIGHTING FOR LITTLE LEAGUE, SOCCER, AND FOOTBALL ONLY	
\$20.00 per hour	Due at the end of the agreement term
BASKETBALL COURT LIGHTING	
\$2.00 per hour	Due at the end of agreement term



AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Discontinue the use of Zoom for City Council and Planning Commission/Site and Architectural Review Board meetings

PRESENTED BY: DEBRA THOMAS, CITY CLERK

RECOMMENDATION: Receive and file.

2030 VISION STATEMENT:

This staff report supports the City's Mission: To preserve and protect our community and its exceptional quality of life through thoughtful planning within the constraints of fiscally responsible government.

BACKGROUND:

On March 16, 2020, Governor Newsom issued Executive Order N-28-20 regarding COVID-19 whereby City Council (Council) and Planning Commission/Site and Architectural Review Board (Planning Commission) meetings were held virtually to avoid transmission of the illness. Ever since that date, the City of Grand Terrace has been continually utilizing Zoom for public participation in all of its Council and Planning Commission meetings.

DISCUSSION:

Due to the lack of participation by members of the public utilizing the Zoom feature that is offered to the community, staff will be discontinuing the Zoom feature moving forward for all Council and Planning Commission meetings. Staff has noticed a significant decrease in the use of the Zoom feature by members of the public participating in Council and Planning Commission meetings over the past two (2) years, with the exception of one (1) time in April of 2024 supporting a candidate who was applying for the vacancy on Council due to the resignation of former City Council Member, Sylvia Robles. Eliminating this feature will allow staff the ability to focus more on monitoring the agenda meeting management program, live streaming and minute preparation.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

None.



AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Second Reading and Adoption of Ordinance No. 360 to Repeal Various Chapters of the City of Grand Terrace Municipal Code

PRESENTED BY: Adrian Guerra, City Attorney

RECOMMENDATION: Direct the City Attorney to read the title for the second reading, waive further reading of, and adopt **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, REPEALING CHAPTER 2.20 (COMMUNITY REDEVELOPMENT AGENCY), CHAPTER 2.28 (EMERGENCY ORGANIZATION), AND CHAPTER 2.40 (TRAINING OF LAW ENFORCEMENT OFFICERS) OF TITLE 2 (ADMINISTRATION AND PERSONNEL); CHAPTER 6.16 (HOGS), CHAPTER 6.24 (LIVESTOCK), CHAPTER 6.12 (APIARIES), CHAPTER 6.20 (COMMERCIAL KENNELS), AND CHAPTER 6.28 (RIDING ACADEMIES) OF TITLE 6 (ANIMALS); CHAPTER 8.16 (AIRCRAFT TAKEOFF AND LANDINGS), CHAPTER 8.24 (AMBULANCES), AND CHAPTER 8.72 (ABANDONED ORCHARDS) OF TITLE 8 (HEALTH AND SAFETY); AND CHAPTER 9.26 (SYNTHETIC DRUGS - SALE AND USE PROHIBITED) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE), OF THE GRAND TERRACE MUNICIPAL CODE TO STREAMLINE THE MUNICIPAL CODE AND REMOVE PROVISIONS NO LONGER NECESSARY.”**

2030 VISION STATEMENT:

This staff report supports City Council Goal #5, “Engage in Proactive Communication” by updating the City’s Municipal Code to provide current information regarding City policies.

BACKGROUND:

City staff has initiated a process of reviewing the City of Grand Terrace Municipal Code to identify outdated or unnecessary provisions. City staff has identified a first round of chapters that are no longer required following staff’s analysis and/or because these matters are now regulated by superseding federal or state law and are described below. A chart summarizing the proposed Chapters to be deleted is also attached to this report.

DISCUSSION:

The City Council conducted the first reading of the attached proposed ordinance on October 8, 2024. If adopted, the ordinance will repeal the following:

- Chapter 2.20 (“Community Redevelopment Agency”) of Title 2 (“Administration and Personnel”) of the Municipal Code, which was originally passed to develop a Community Redevelopment Agency. Since the time of the introduction of Chapter 2.20 in 1979, there is no

longer a Community Redevelopment Agency. As a result, Chapter 2.20 is unnecessary.

- Chapter 2.28 (“Emergency Organization”) of Title 2 (“Administration and Personnel”) of the Municipal Code, which was adopted to develop emergency organization and formation of a disaster council in order to protect persons and property in the event of an emergency. Now, the City now follows the Incident Command System (ICS) organization as required by the Federal Emergency Management Agency (FEMA), rendering the Chapter obsolete.
- Chapter 2.40 (“Training of Law Enforcement Officers”) of Title 2 (“Administration and Personnel”) of the Municipal Code, which was adopted in 1978, provided regulations for training of law enforcement officers. The City currently contracts with San Bernardino County Sheriff’s Department for law enforcement training services. Therefore, Chapter 2.40 is no longer necessary.
- Chapter 6.12 (“Apiaries”), which regulates keeping of bees and apiaries throughout the City, Chapter 6.16 (“Hogs”), which regulates the activities of hog keeping, Chapter 6.20 (“Commercial Kennels”), which regulates operation, control and management of commercial kennels, Chapter 6.24 (“Livestock”), which regulates livestock activities, and Chapter 6.28 (“Riding Academies”), which regulates the activities of riding academies, of Title 6 (“Animals”) of the Municipal Code, which was first adopted in 2003. Since 2003, the City has transitioned from a primarily rural community to a more urbanized environment. Because of this transition, the provisions for animal and livestock keeping and related activities are inapplicable. To better reflect the City’s contemporary urban setting and community standard, the City proposes repealing these Chapters.
- Chapter 8.16 (“Aircraft Takeoffs and Landings”) of Title 8 (“Health and Safety”) of the Municipal Code, which was originally passed in 1978 to account for aircraft takeoff and landing areas. Since the adoption of Chapter 8.16, the Federal Aviation Administration (FAA) now provides comprehensive regulations covering aircraft takeoff and landing. Moreover, there are no suitable locations within the city limits of Grand Terrace where aircraft takeoff and landing could occur. As a result, Chapter 8.16 is no longer relied upon by the City.
- Chapter 8.24 (“Ambulances”) of Title 8 (“Health and Safety”) of the Municipal Code concerning regulations of ambulances, which is now redundant and unnecessary since the regulation of ambulances in the City is currently under the jurisdiction of San Bernardino County and the Inland Counties Emergency Medical Agency (ICEMA).
- Chapter 8.72 (“Abandoned Orchards”) of Title 8 (“Health and Safety”) of the Municipal Code, which was introduced in 1978 to manage the consequences of neglected or abandoned orchards. Given the change in the City’s character since then, Chapter 8.72 is inapplicable and

impractical.

- Chapter 9.26 (“Synthetic Drugs - Sale and Use Prohibited”) of Title 9 (“Public Peace, Morals, and Welfare”) of the Municipal Code, which was passed in 2015 in order to address recreational use of synthetic drugs and legal use stimulant products. Because the regulation of synthetic drugs and legal use stimulant products have been comprehensively addressed by federal law, Chapter 9.26 is redundant and obsolete.

The proposed revisions are intended to reflect current law and City conditions.

Therefore, it is recommended that the City Council direct the City Attorney to read the title for second reading, waive further reading of, and adopt the attached ordinance.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

None.

ORDINANCE NO. 360

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, REPEALING CHAPTER 2.20 (COMMUNITY REDEVELOPMENT AGENCY), CHAPTER 2.28 (EMERGENCY ORGANIZATION), AND CHAPTER 2.40 (TRAINING OF LAW ENFORCEMENT OFFICERS) OF TITLE 2 (ADMINISTRATION AND PERSONNEL); CHAPTER 6.16 (HOGS), CHAPTER 6.24 (LIVESTOCK), CHAPTER 6.12 (APIARIES), CHAPTER 6.20 (COMMERCIAL KENNELS), AND CHAPTER 6.28 (RIDING ACADEMIES) OF TITLE 6 (ANIMALS); CHAPTER 8.16 (AIRCRAFT TAKEOFF AND LANDINGS), CHAPTER 8.24 (AMBULANCES), AND CHAPTER 8.72 (ABANDONED ORCHARDS) OF TITLE 8 (HEALTH AND SAFETY); AND CHAPTER 9.26 (SYNTHETIC DRUGS - SALE AND USE PROHIBITED) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE), OF THE GRAND TERRACE MUNICIPAL CODE TO STREAMLINE THE MUNICIPAL CODE AND REMOVE PROVISIONS NO LONGER NECESSARY

WHEREAS, the City of Grand Terrace adopted Chapter 2.20 ("Community Redevelopment Agency") of Title 2 ("Administration and Personnel") of the Grand Terrace Municipal Code concerning the community redevelopment agency; however the chapter is obsolete and unnecessary given that there is no longer a Community Redevelopment Agency; and

WHEREAS, the City of Grand Terrace adopted Chapter 2.28 ("Emergency Organization") of Title 2 ("Administration and Personnel") of the Grand Terrace Municipal Code concerning emergency organization and formation of a disaster council; however the City now follows the Incident Command System (ICS) organization as required by the Federal Emergency Management Agency (FEMA), rendering the Chapter obsolete; and

WHEREAS, the City of Grand Terrace adopted Chapter 2.40 ("Training of Law Enforcement Officers") of Title 2 ("Administration and Personnel") of the Grand Terrace Municipal Code concerning regulations for training of law enforcement officers; however the City contracts with San Bernardino County Sheriff's Department for law enforcement training services rendering the Chapter obsolete; and

WHEREAS, the City of Grand Terrace adopted various chapters within Title 6 ("Animals") of the Grand Terrace Municipal Code, including Chapter 6.12 ("Apiaries") , which regulates keeping of bees and apiaries throughout the city, Chapter 6.16 ("Hogs"), which regulates the activities of hog keeping, Chapter 6.20 ("Commercial Kennels"), which regulates operation, control and management of commercial kennels, Chapter 6.24 ("Livestock"), which regulates livestock activities, and Chapter 6.28 ("Riding Academies"), which regulates the activities of riding academies; and

WHEREAS, the City has transitioned from a primarily rural community to a more urbanized environment, making the provisions for animal and livestock keeping and related activities inapplicable and obsolete; and

WHEREAS, the City Council recognizes the need to update and modernize the City's regulations to better reflect the City's contemporary urban setting and community standard; and

WHEREAS, the City of Grand Terrace adopted Chapter 8.16 ("Aircraft Takeoffs and Landings") of Title 8 ("Health and Safety") of the Grand Terrace Municipal Code concerning aircraft takeoff and landing areas; and

WHEREAS, the Federal Aviation Administration (FAA) now provides comprehensive regulations covering aircraft takeoff and landing, rendering local regulations redundant and unnecessary, as are no suitable locations within the city limits of Grand Terrace where aircraft takeoff and landing would occur; and

WHEREAS, the City of Grand Terrace adopted Chapter 8.24 ("Ambulances") of Title 8 ("Health and Safety") of the Grand Terrace Municipal Code concerning regulations of ambulances; and

WHEREAS, the regulation of ambulances is now under the jurisdiction of San Bernardino County and the Inland Counties Emergency Medical Agency (ICEMA), rendering local regulations redundant and unnecessary; and

WHEREAS, the City of Grand Terrace adopted Chapter 8.72 ("Abandoned Orchards") of Title 8 ("Health and Safety") of the Grand Terrace Municipal Code concerning neglected or abandoned orchards, which is inapplicable and impractical given the current character of the City; and

WHEREAS, the City Council adopted Chapter 9.26 ("Synthetic Drugs - Sale and Use Prohibited") of Title 9 ("Public Peace, Morals, and Welfare") of the Grand Terrace Municipal Code regulating recreational use of synthetic drugs and legal use stimulant products; and

WHEREAS, the regulation of synthetic drugs and legal use stimulant products has been comprehensively addressed by federal law, rendering this Chapter redundant and unnecessary; and

WHEREAS, the City Council recognizes the need to review and regularly update the Grand Terrace Municipal Code so that the repeal of each of these referenced regulations will streamline the Municipal Code and remove unnecessary provisions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2. Chapter 2.20 (“Community Redevelopment Agency”) of Title 2 (“Administration”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 3. Chapter 2.28 (“Emergency Organization”) of Title 2 (“Administration”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 4. Chapter 2.40 (“Training of Law Enforcement Officers”) of Title 2 (“Administration”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 5. Chapter 6.12 (“Apiaries”) of Title 6 (“Animals”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 6. Chapter 6.16 (“Hogs”) of Title 6 (“Animals”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 7. Chapter 6.20 (“Commercial Kennels”) of Title 6 (“Animals”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 8. Chapter 6.24 (“Livestock”) of Title 6 (“Animals”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 9. Chapter 6.28 (“Riding Academies”) of Title 6 (“Animals”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 10. Chapter 8.16 (“Aircraft Takeoffs and Landings”) of Title 8 (“Health and Safety”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 11. Chapter 8.24 (“Ambulances”) of Title 8 (“Health and Safety”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 12. Chapter 8.72 (“Abandoned Orchards”) of Title 8 (“Health and Safety”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 13. Chapter 9.26 (“Synthetic Drugs”) of Title 9 (“Public Peace, Morals and Welfare”) of the Grand Terrace Municipal Code is hereby repealed in its entirety.

SECTION 14. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 15. EFFECTIVE DATE. This ordinance shall be effective on the thirtieth (30th) day after the day of its adoption.

SECTION 16. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Grand Terrace at a regular meeting held on the 12th day of November 2024.

Bill Hussey
Mayor

ATTEST:

Debra Thomas
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney



AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Second Reading and Adoption of Ordinance No. 361 to Add Section 9.05.040 (Seizure of evidence) and Section 9.05.050 (Impoundment) to the Grand Terrace Municipal Code

PRESENTED BY: Adrian Guerra, City Attorney

RECOMMENDATION: Direct the City Attorney to read by title only, waive reading of, and introduce "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADDING SECTION 9.05.040 (SEIZURE OF EVIDENCE) AND SECTION 9.05.050 (IMPOUNDMENT) TO THE GRAND TERRACE MUNICIPAL CODE TO PROVIDE ADDITIONAL ENFORCEMENT MECHANISMS FOR VIOLATION OF SIDEWALK VENDOR REGULATIONS IN ORDER TO PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE."

2030 VISION STATEMENT:

This staff report supports City Council Goal #2 "Maintain Public Safety" by providing guidance on the enforcement of unlicensed and unpermitted sidewalk vendors which endanger the health, safety, and welfare of residents and visitors of the City.

BACKGROUND:

The City Council had previously adopted an ordinance adding Chapter 9.05 to Title 9 of the Grand Terrace Municipal Code ("GTMC") to establish sidewalk vendor regulations that provide general operational requirements in compliance with Senate Bill 946.

Since the passage of the City's sidewalk vending regulations, the City has faced issues related to unlicensed and unpermitted sidewalk vendors operating on the public right-of-way in violation of the GTMC. Violations relate to the objective health, safety, or welfare concerns. These sidewalk vendors also create unfair competition for lawful operations. Thus, enforcing the City's regulations is crucial for the promotion of safe and fair practices. Since sidewalk vending has been decriminalized by Senate Bill 946, updated enforcement methods are required for the City to seek compliance with its sidewalk vendor regulations.

DISCUSSION:

The City Council conducted the first reading of the attached proposed ordinance on October 8, 2024. If adopted the ordinance will address the City's concerns by authorizing two methods of enforcement.

I. Seizure of Evidence (Section 9.05.040)

Section 9.05.040 authorizes the seizure of a sidewalk vendor's pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, and associated equipment, food, utensils, goods, or merchandise (collectively "items") that serve as evidence of a crime or booked as property after an arrest of a sidewalk vendor for violation of any local, state, or federal laws or

regulations, excluding Chapter 9.05. Items seized under this circumstance will be stored and processed in accordance with the San Bernardino County Sheriff's Department's applicable policies and procedures and any other applicable state law.

II.Impoundment (Section 9.05.050)

Section 9.05.050 authorizes any city official, including a peace officer, code enforcement officer or inspector, firefighter, fire prevention specialist, examiner, or other agent of the City to impound a sidewalk vendor's items used in violation of Section 2080.10 of the California Civil Code, Section 114393 of the California Health and Safety Code, and/or any other applicable City, county, or state law including any of the following reasons:

1. Food displayed, offered or made available for sale, including equipment or utensils used by a sidewalk vendor, without holding a valid and displayed health permit from the San Bernardino County Health Department in violation of county or state law.
2. Items reasonably appear to be unattended or abandoned on public or private property for more than 30 consecutive minutes without moving from the exact spot it was located and reasonable attempts were made to locate the owner or responsible person(s) within the first 50 feet of the items.
3. Items displayed, offered, or made available for sale by a sidewalk vendor who does not possess a valid applicable permit pursuant to Chapter 5.64 and a City business license pursuant to Chapter 5.04.
4. Items displayed, offered, or made available for sale by a sidewalk vendor who operates in violation of this chapter and refuses or fails to provide identification.
5. Operation in violation of this chapter and refusal or failure by a sidewalk vendor to remove items from public or private property within 30 consecutive minutes after being instructed to do so by a city official or other agent of the City.
6. Items displayed, offered, or made available for sale by a sidewalk vendor who vends in a manner that blocks or obstructs the free movement of pedestrians on sidewalks and fails to maintain a minimum of 48 inches of accessible path of travel, without obstruction, along the sidewalk upon which the vendor is vending so as to enable persons to freely pass while walking, running, or using mobility assistance devices, and/or in violation of the Federal Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards.
7. Items displayed, offered, or made available for sale in violation of any applicable federal, state, county, or City laws, ordinances, and regulations, including, but not limited to, illegal or counterfeit merchandise, alcohol, tobacco, cannabis, smoke or vaping products, adult-oriented material, live animals, weapons, and/or pharmaceuticals.
8. Items creating an imminent and substantial danger or environmental hazard to the health, safety, or general welfare of the public or property at the location of the vending cart such as, but not limited to, discharge of oil, grease, or other slippery substances on the street or sidewalk without any effort to maintain best management practices; using unapproved portable cooking equipment, heating element, gas-fueled appliance, generator, or any open flame; during an urgent or emergency public safety event or incident; lack of a fire extinguisher; using any luminaire, flashing lights, or any other animated devices or sign; or using, operating, or permitting any radio, loudspeaker, or other machine or device for the producing or reproducing of sound.
9. Items displayed, offered, or made available for sale by a sidewalk vendor who has, within a 24-month period, been issued three or more administrative citations for violations of this chapter.

Impounded items that are perishable or cannot be safely stored may be disposed of while all other

impounded items will be stored by the City for not less than 30 nor more than 60 days. The owner will be duly notified and given an opportunity to retrieve their impounded items within a set time frame by paying any applicable impound fees and demonstrating proper proof of ownership.

Conversely, a sidewalk vendor may choose to appeal the impoundment by paying an appeal fee and filing an administrative hearing request in writing. The hearing shall be in front of a hearing officer designated by the city manager. If the hearing officer reverses the impoundment decision, the appellant shall receive his or her impounded items and be refunded the appeal fee. Otherwise, the appellant must retrieve their impounded items in accordance with the recovery procedures provided in subsections (F)(3)(i) and (H).

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

Costs associated with the enforcement.

ORDINANCE NO. 361

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADDING SECTION 9.05.040 (SEIZURE OF EVIDENCE) AND SECTION 9.05.050 (IMPOUNDMENT) TO THE GRAND TERRACE MUNICIPAL CODE TO PROVIDE ADDITIONAL ENFORCEMENT MECHANISMS FOR VIOLATION OF SIDEWALK VENDOR REGULATIONS IN ORDER TO PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE

WHEREAS, the California Constitution, article XI, section 7, authorizes the City of Grand Terrace ("City") to adopt and enforce local police, sanitary, and other ordinances and regulations that are not in conflict with the general laws; and

WHEREAS, Senate Bill number 946, including Government Code section 51038 authorizes the City to regulate sidewalk vending to help protect public health and safety; and

WHEREAS, the City has previously adopted Grand Terrace Municipal Code ("FMC") chapter 9.05 ("Vending on City Sidewalks"), Title 9 ("Public Peace, Morals and Welfare") to regulate sidewalk vending within the City; and

WHEREAS, The City now desires to add FMC sections 9.05.040 ("Seizure of Evidence") and 9.05.050 ("Impoundment") to help protect the City's community by more effectively regulating sale of food, goods, and merchandise creating a health and safety danger.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals set forth above are incorporated herein by this reference.

SECTION 2. Section 9.05.040 ("Seizure of Evidence") of Chapter 9.05 ("Vending on City Sidewalks") of Title 9 ("Public Peace, Morals and Welfare") of the Grand Terrace Municipal Code is hereby added and shall now read as follows:

9.05.040 – Seizure of evidence.

Any pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, and associated equipment, food, utensils, goods, or merchandise that are evidence of a crime or booked as property after arrest of a sidewalk vendor for violation of any local, state, or federal laws or regulations, excluding this chapter, may be seized and stored in accordance with the San Bernardino County Sheriff's Department's applicable policies and procedures and any other applicable state law.

SECTION 3. Section 9.05.050 (“Impoundment”) of Chapter 9.05 (“Vending on City Sidewalks”) of Title 9 (“Public Peace, Morals and Welfare”) of the Grand Terrace Municipal Code is hereby added and shall now read as follows:

9.05.050 – Impoundment.

- A. Impound means to seize or take custody of a sidewalk vendor’s pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, and associated equipment, food, utensils, goods, or merchandise (collectively “items”) because of a violation of any applicable law or regulation.
- B. **Impoundment authorization.** Any city official, including a peace officer, code enforcement officer or inspector, firefighter, fire prevention specialist, examiner, or other agent of the City may impound a sidewalk vendor’s items used in violation of this chapter pursuant to Section 2080.10 of the California Civil Code, Section 114393 of the California Health and Safety Code, and/or any other applicable City, county, or state law for any of the following reasons:
1. Food displayed, offered or made available for sale, including equipment or utensils used by a sidewalk vendor, without holding a valid and displayed health permit from the San Bernardino County Health Department in violation of county or state law.
 2. Items reasonably appear to be unattended or abandoned on public or private property for more than 30 consecutive minutes without moving from the exact spot it was located and reasonable attempts were made to locate the owner or responsible person(s) within the first 50 feet of the items.
 3. Items displayed, offered, or made available for sale by a sidewalk vendor who does not possess a valid applicable permit pursuant to Chapter 5.64 and a City business license pursuant to Chapter 5.04.
 4. Items displayed, offered, or made available for sale by a sidewalk vendor who operates in violation of this chapter and refuses or fails to provide identification.
 5. Operation in violation of this chapter and refusal or failure by a sidewalk vendor to remove items from public or private property within 30 consecutive minutes after being instructed to do so by a city official or other agent of the City.
 6. Items displayed, offered, or made available for sale by a sidewalk vendor who vends in a manner that blocks or obstructs the free movement of

pedestrians on sidewalks and fails to maintain a minimum of 48 inches of accessible path of travel, without obstruction, along the sidewalk upon which the vendor is vending so as to enable persons to freely pass while walking, running, or using mobility assistance devices, and/or in violation of the Federal Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards.

7. Items displayed, offered, or made available for sale in violation of any applicable federal, state, county, or City laws, ordinances, and regulations, including, but not limited to, illegal or counterfeit merchandise, alcohol, tobacco, cannabis, smoke or vaping products, adult-oriented material, live animals, weapons, and/or pharmaceuticals.
8. Items creating an imminent and substantial danger or environmental hazard to the health, safety, or general welfare of the public or property at the location of the vending cart such as, but not limited to, discharge of oil, grease, or other slippery substances on the street or sidewalk without any effort to maintain best management practices; using unapproved portable cooking equipment, heating element, gas-fueled appliance, generator, or any open flame; during an urgent or emergency public safety event or incident; lack of a fire extinguisher; using any luminaire, flashing lights, or any other animated devices or sign; or using, operating, or permitting any radio, loudspeaker, or other machine or device for the producing or reproducing of sound.
9. Items displayed, offered, or made available for sale by a sidewalk vendor who has, within a 24-month period, been issued three or more administrative citations for violations of this chapter.

C. **Disposal authorization.** The City may immediately dispose of impounded items that are perishable and/or cannot be safely stored.

D. **Impoundment period of items held by City.** The impoundment of any sidewalk vendor's items, excluding any items that were immediately disposed of because they were perishable and/or could not be safely stored, may be held by the City for not less than 30, nor more than 60, calendar days from the date of impoundment.

E. **Impoundment notification.** Upon impoundment of items under this section, the city manager or city manager's designee shall do all the following:

1. Take responsibility for the storage, documentation, and disposition of the items excluding any items that were immediately disposed of because they were perishable and/or could not be safely stored.

2. Provide the person from whom the items were taken with a receipt and instructions for the retrieval of the items excluding any items that were immediately disposed of because they were perishable and/or could not be safely stored. The receipt and instructions shall either be given at the time the city official obtained the items or mailed on the next business day, by first class mail.
3. If the city official has knowledge that the person from whom the items were taken is not the owner or if the owner cannot otherwise be ascertained, the city manager or city manager's designee shall make reasonable efforts to identify the owner. If the owner is identified, the city manager or city manager's designee shall mail, by first class mail, a receipt and instructions for the retrieval of the items excluding any items that were immediately disposed of because they were perishable and/or could not be safely stored.
 - i. The receipt and instructions shall notify the person from whom the items were taken that the items must be claimed either within: (A) 30 calendar days of impoundment pursuant to Section 114393 of the California Health and Safety Code and/or (B) 60 calendar days of impoundment pursuant to Section 2080.10 of the California Civil Code, and that if the items are not claimed within the applicable time, the items will be disposed of in accordance with the disposal provisions of this section or any other applicable county or state law. Within the applicable 30 or 60 calendar days, the person may do one of the following.
 1. Retrieve the items, excluding any items that were immediately disposed of because they were perishable and/or could not be safely stored.
 2. Authorize in writing another person to retrieve the items, excluding any items that were immediately disposed of because they were perishable and/or could not be safely stored.
 3. Notify the City in writing that they are unable to retrieve the items because they are in custody (e.g., jail or prison) and request the City to hold the items, excluding any items that were immediately disposed of because they were perishable and/or could not be safely stored. If a person notifies the City that they are unable to either retrieve the items within the applicable 30 or 60 calendar days or have an authorized person retrieve the items, the City shall hold the items for not longer than ten additional months, after which time the City may dispose of the items in

accordance with the disposal provisions of this code or any other applicable county or state law.

- ii. Pursuant to state law the City shall not be liable for damages caused by any official action performed with due care regarding the disposition of items pursuant to this section and the disposal provisions of this chapter.

F. Appeal of impoundment. An aggrieved sidewalk vendor may appeal the impoundment of their items by requesting an administrative hearing.

1. An aggrieved sidewalk vendor shall have a right to appeal the impoundment of their items within 15 calendar days after notice of the action or 15 calendar days after the decision has been mailed to the appellant's address.
2. An appeal shall be taken by filing with the city clerk a written appeal along with an appeal fee as set by resolution of the City Council. The written appeal statement shall contain, at a minimum, the following:
 - i. The name, current mailing address, and telephone number of the appellant;
 - ii. The date of impoundment of items by a city official;
 - iii. A statement as to grounds for an appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy; and
 - iv. The signature of the appellant under penalty of perjury as to the contents of the request for appeal.
3. An appeal shall be scheduled for a hearing before a hearing officer designated by the city manager within 60 days of the filing and payment of the appeal, unless both the appellant and the hearing officer consent to a later date.
4. The city manager shall give notice in writing to the appellant of the date, time, and location of the appeal hearing. At the hearing, the hearing officer shall review the record of the decision for impoundment of items and hear testimony of the appellant, if any, and any other interested party. The hearing officer may continue the hearing and request additional information from the appellant or the City prior to issuing a decision.

5. After the hearing, the hearing officer shall issue a written decision within ten days of the hearing to uphold or reverse the impoundment. The hearing officer shall mail notice of the decision to the appellant. The decision of the hearing officer on the appeal shall be final.
6. When an impoundment decision is reversed, the hearing officer shall state the reason for reversal. Reversal shall result in the City returning the impounded items (excluding items that are perishable and/or could not be safely stored) and any appeal fee paid back to the appellant within 15 business days.
7. When an impoundment decision is upheld, the hearing officer shall state the reason for upholding impoundment. The appellant may retrieve impounded items in accordance with subsections (F)(3)(i) and (H) of this section, and the City may retain any appeal fee paid.

G. Recovery of impounded items and payment of impound fees. A sidewalk vendor may recover impounded items, excluding any items that were immediately disposed of because they were perishable and/or could not be safely stored, upon paying applicable impound fees and demonstrating proper proof of ownership of the items. The City Council may by resolution adopt impound fees, which shall reflect the City's personnel, enforcement, investigation, storage, disposal, and impound costs.

H. Unclaimed items. Any unclaimed items will be considered abandoned and forfeited to the City after (A) 30 calendar days of impoundment pursuant to Section 114393 of the California Health and Safety Code and/or (B) 60 calendar days of impoundment pursuant to Section 2080.10 of the California Civil Code, or any other applicable City, county, or state law.

I. The city manager is further authorized to develop additional regulations for the storage and release of impounded items not in conflict with this chapter.

SECTION 4. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective on the thirtieth (30th) day after the day of its adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Grand Terrace, California at a regular meeting held on the 12th day of November 2024.

Bill Hussey
Mayor

ATTEST:

Debra Thomas
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney



AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Second Reading and Adoption of Ordinance No. 362 to Add Chapter 9.32 of Title 9 to the Grand Terrace Municipal Code Relating to Unlawful Camping and Storage of Personal Property

PRESENTED BY: Adrian Guerra, City Attorney

RECOMMENDATION: Direct the City Attorney to read by title only, waive reading of, and introduce "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, STATE OF CALIFORNIA, ADDING CHAPTER 9.32 OF TITLE 9 TO THE GRAND TERRACE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY."

2030 VISION STATEMENT:

This staff report supports City Council Goal #2 "Maintain Public Safety" by providing guidance on the removal of campsites and personal property stored on public property which cause fire risks, environmental degradation, public access impediments, unsanitary conditions, and public safety hazards. This staff report also supports City Council Goal #5 "Engage in Proactive Communication" by providing staff and the San Bernardino County Sheriff's Department with procedures regarding the removal of unlawful campsites and unlawfully stored personal property.

BACKGROUND:

Until recently, California cities were prohibited from imposing criminal sanctions against people experiencing homelessness for camping on public property when there was no alternative shelter available. These anticamping ordinances were found to violate the Cruel and Unusual Punishments Clause of the Eighth Amendment of the U.S. Constitution.

On June 28, 2024, the U.S. Supreme Court overruled this precedent and found the Cruel and Unusual Punishments Clause does not actually prohibit the enforcement of public-camping laws.

While municipalities may now pursue enforcement of Camping prohibitions regardless of shelter availability, it is important to note the *Grants Pass* holding is limited in scope. In order to preempt potential challenges under other constitutional provisions, camping ordinances should avoid blanket bans on camping activities, impose reasonable fines, clearly define and articulate prohibitions and associated penalties, provide notice before removal of campsites and associated personal property, and properly store personal property collected during a removal.

Martin v. Boise, 902 F. 3d 1031, 1035, 1049 (2018).

Id. at 1049. See also "Excessive bail shall not be required, no excessive fines imposed, nor cruel and unusual punishments inflicted." U.S. Const. amend. XIII.

City of Grants Pass, Oregon v. Johnson, 144 S. Ct. 2202, 2224 (2024).

Id. at 2224.

DISCUSSION:

The City Council conducted the first reading of the attached proposed ordinance on October 8, 2024. If adopted, the ordinance will create standards for enforcement of campsites and unlawful storage of personal property on public property in accordance with the recent *Grants Pass* decision.

I. Prohibition on Camping

Generally, camping ordinances either (a) prohibit camping at all times with the exception of certain designated locations; or (b) prohibit camping in the same location for a period of time. Rather than implementing an outright ban, these more measured approaches are advisable in light of the Supreme Court's narrow holding in *Grants Pass*.

Considering the City's size and its lower homeless population compared to neighboring cities, a prohibition on camping for a period of over 24 hours should adequately address its current homelessness related issues. As such, the ordinance defines "camping" as placing, pitching, or occupying camp facilities; living temporarily in a camp facility or outdoors; and using camp paraphernalia in a single location within the City for more than 24 hours.

Exceptions exist for special events and the lawful use of private property. Special events may include events such as youth or school events, marathons or other sporting events, and other scouting activities.

In order to prevent other due process challenges, the ordinance also provides clear instructions for the abatement of campsites. The City will be required to provide a written Notice to Vacate 48 hours before the removal of personal property, camp paraphernalia, and camp facilities begin. The Notice must provide information related to the date and time of posting, the location of the campsite, the required date by which the individual must vacate the campsite, how personal property removed by the City may be retrieved, and when removal by the City will occur. The City will be required to document the removal process by taking photographs during, before, and after abatement, and take inventory of collected items. The collected personal property must then be stored for a period of at least 60 days.

An exception to the notice requirement exists for exigent circumstances that pose an imminent threat to life, health, safety, or infrastructure which must be immediately addressed. Still, a written notice after abatement providing basic information related to the removal and instructions for retrieving collected property must be given.

II. Prohibition on Storage of Personal Property

The proposed ordinance prohibits the storage of personal property on any public property or private property without the consent of the owner.

Similar to the process for abating campsites, the ordinance provides clear processes for the removal of unlawfully stored personal property. The City will be required to provide a written Notice of Removal at least 24 hours before beginning the removal. The Notice must provide information related to the date and time of posting, the location of the unlawfully stored personal property, the required date by which the individual must remove the personal property, how personal property removed by the City may be retrieved, and when removal by the City will occur. The City will be required to take inventory of the collected items and store them for a period of at least 60 days.

Again, an exception to the notice requirement exists for exigent circumstances. The City will be

required to post a notice after removal providing basic information related to the removal and instructions for retrieving collected property.

III. Violations and Penalties

Violations of these regulations against camping and storage of personal property will initially result in a verbal or written warning. In alignment with due process requirements, the warning shall describe to the violator the activity constituting a violation, the action required to fix the violation, and the date and time by which the violation must be cured in order to avoid subsequent violations and penalties. A subsequent violation will be an infraction and punishable by a fine not exceeding \$50. This is consistent with the City's existing penalty provisions in section 1.05.030 of the Municipal Code. Lastly, any violation of these regulations, that would otherwise be an infraction, will be a misdemeanor if the person is convicted of an infraction under these regulations within 1 year immediately preceding the date of the first violation.

Newport Beach, Cal., Mun. Code § 10.14.020(D)-(E) (2023); Pasadena, Cal., Mun. Code § 3.24.110(A)(8).

Grants Pass, Or., Mun. Code § 5.61.010(A) (defines camping as maintaining a campsite in a single location for more than 24 hours); San Diego, Cal., Mun. Code § 63.0402 (defining camping as occupying an encampment for remaining outdoors overnight); Morrow Bay, Cal., Mun. Code § 8.26.030(1) (allows camping only for twenty-four hours at a time in any one location).

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

Costs associated with the enforcement of and attorney's fees for the prosecution of the proposed ordinance.

ORDINANCE NO. 362

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADDING CHAPTER 9.32 OF TITLE 9 TO THE GRAND TERRACE MUNICIPAL CODE TO PROHIBIT UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY

WHEREAS, the City of Grand Terrace (“City”) is committed to protecting the life, health, and safety of its residents and all people within the geographical boundaries; and

WHEREAS, camping within the City tends to degrade property and create unsanitary, disorderly, and dangerous conditions that affect the residents of the City as well as the general public; and

WHEREAS, the storage of personal property associated with these camping activities detracts from the use of property for its intended purposes and also creates unsanitary, disorderly, and dangerous conditions that affect the residents of the City as well as the general public; and

WHEREAS, the United States Supreme Court recently overruled the Ninth Circuit Court of Appeals precedent in *City of Grants Pass v. Johnson*, finding laws that regulate camping did not violate the Cruel and Unusual Punishments Clause of the Eight Amendment of the United States Constitution; and

WHEREAS, the City Council intends to act in accordance with the holding of *City of Grants Pass* by enacting laws regulating camping and storage of personal property in a way that best respects the dignity of all persons; and

WHEREAS, the City Council desires to provide staff with direction on how to enforce the removal of unlawful campsites and unlawfully stored personal property.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals set forth above are incorporated herein by this reference.

SECTION 2. Chapter 9.32 (“Unlawful Camping and Storage of Personal Property”) of Title 9 (“Public Peace, Morals and Welfare”) of the Grand Terrace Municipal Code is hereby added and shall now read as follows:

CHAPTER 9.32 – UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY

9.32.010 – Purpose.

The purpose of this Chapter is to:

- A. Protect the health, welfare, and safety of residents and all people within the City's boundaries by reserving open spaces and facilities within City limits for their intended purposes.
- B. Provide standards for camping and sheltering outdoors which are intended to be as compatible as possible with the protection and preservation of health, safety, and welfare of the inhabitants of the City of Grand Terrace, including unhoused persons.
- C. Address issues such as fire risk, environmental degradation, public access impediments, unsanitary conditions, and public safety hazards for residents, neighboring businesses, and unhoused persons.

9.32.020 – Definitions.

For the purposes of this chapter:

- A. "Camp" or "Camping" means to place, pitch, or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia in a single location within the City for more than 24 hours.
- B. "Camp facilities" include, but are not limited to, tents, huts, or temporary shelter.
- C. "Camp paraphernalia" include, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks, or cooking facilities and similar equipment.
- D. "City Manager" means the City Manager or his or her designee.
- E. "Campsite" means a collection of items that are used or intended to be used for temporary habitation outdoors. Campsites contain camping facilities and/or camping paraphernalia.
- F. "Exigent circumstance" means any circumstance in which there is an imminent threat to life, health, safety, or infrastructure which must be immediately addressed.
- G. "Hazardous item" means items that present a health or safety risk including but not limited to toxic sharps, chemicals, soiled or moldy items, perishable items, controlled substances, contraband, trash or debris, and any items co-mingled with these listed items.

- H. "Personal property" means (1) any item having apparent value of \$50 or more; or (2) any item that can reasonably be identified as belonging to an individual and that has apparent value or utility, including but not limited to eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment, bicycles, scooters, strollers in good repair, uncontaminated and habitable tents, photographs, identification cards, bank statements, and legal papers.
- I. "Public property" includes, but is not limited to, a public park, public park facility, public parking lots, public passageways, public rights-of-way, publicly owned landscaped areas, public parkways, public medians, public greenbelts, other government-owned properties located within the City.
- J. "Special event" includes, but is not limited to, programs operated by City departments, youth or school events, marathons or other sporting events, and other scouting activities.

9.32.030 – Unlawful camping.

- A. It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia on any public property or any private property.
- B. The City Manager may, as provided in § 4.100.050, issue a temporary permit to allow camping on public or private property in connection with a special event.

9.32.040 – Permit for special events.

- A. The City Manager, may in his or her discretion, issue a permit to establish, maintain and operate a camp facility in connection with a special event.
- B. The City Manager may consult with various departments, the county health officer, and the public prior to issuing any temporary permit.

9.32.050 – Abatement of campsites.

- A. The City may remove personal property, camp paraphernalia, camp facilities, and all other property where a person is engaged in unlawful camping in accordance with the following procedures:
 - 1. A written Notice to Vacate shall be posted on each tent or structure in a conspicuous manner at least 48 hours before beginning campsite removal. The Notice to Vacate shall include the following information:

- a. Posting date and time;
 - b. Location;
 - c. "Vacate by" date and time;
 - d. Directions on how to retrieve the collected property and a telephone number for assistance;
 - e. Date by which collected property must be retrieved from the City before it is discarded; and
 - f. Removal start and end dates.
 2. Removal work shall begin no earlier than the date written on the Notice to Vacate. If removal work does not begin accordingly, a new Notice to Vacate must be reposted before removal operations may begin.
 3. Any person who returns to a campsite during abatement shall be allowed to remove their personal property from the site. Any personal property that the individual leaves behind will be deemed abandoned.
 4. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.
 5. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the campsite location and removal date. Any hazardous item shall be discarded.
 6. Collected personal property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.
- B. Under exigent circumstances, the City may remove personal property, camp paraphernalia, camp facilities, and all other property where a person is engaged in unlawful camping without a prior written Notice to Vacate.
1. A written notice shall be posted in a conspicuous manner after removal. The notice must contain the following information:
 - a. Date and time of removal;
 - b. Location;

- c. Directions on how to retrieve the collected property and a telephone number for assistance; and
 - d. Date by which collected property must be retrieved from the City before it is discarded.
- 3. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.
- 4. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the campsite location and removal date. Any hazardous item shall be discarded.
- 5. Collected property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.

9.32.060 – Unlawful storage of personal property.

- A. It is unlawful and a public nuisance for any person to store personal property, including camp facilities and camp paraphernalia, on any public property or any private property without the written consent of the owner, except as otherwise provided by resolution or ordinance of the City Council.
- B. The City may remove unlawfully stored personal property in violation of this section in accordance with the following procedures:
 - 1. A written Notice of Removal shall be posted on or near the personal property in a conspicuous manner at least 24 hours before beginning removal. The Notice of Removal shall include the following information:
 - a. Posting date and time;
 - b. Location;
 - c. “Remove by” date and time;
 - d. General description of unlawfully stored personal property;
 - e. Directions on how to retrieve the collected property and a telephone number for assistance; and
 - f. Date of removal.

2. Removal work shall begin no earlier than the date written on the Notice of Removal. If removal work does not begin accordingly, a new Notice of Removal must be reposted before removal operations may begin.
 3. Any person who claims the personal property during the process of removal shall be allowed to remove their personal property from the lawfully stored location. Any personal property that the individual leaves behind will be deemed abandoned.
 4. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the unlawfully stored location and removal date. Any hazardous item shall be discarded.
 5. Collected personal property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.
- C. Under exigent circumstances, the City may remove unlawfully stored personal property without a Notice of Removal.
1. A written notice shall be posted in a conspicuous manner after removal. The notice must contain the following information:
 - a. Date and time of removal;
 - b. Location;
 - c. General description of unlawfully stored personal property; and
 - d. Directions on how to retrieve the collected property and a telephone number for assistance; and
 - e. Date by which collected property must be retrieved from the City before it is discarded.
 2. Personal property that is not a hazardous item shall be time-stamped photographed and inventoried by describing and labeling the items and identifying the unlawfully stored location and removal date. Any hazardous item shall be discarded.
 3. Collected personal property shall be stored in a secured location for not less than 60 days. Items not retrieved by the owner within 60 days shall be deemed abandoned and may be discarded or recycled.

9.32.070 – Lawful use of private property.

- A. Nothing in this section is intended to prohibit or make unlawful, activities of any owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential and/or other purposes.
- B. Nothing in this section is intended to prohibit or make unlawful, activities of a property owner or other lawful user if such activities are expressly authorized by the City's comprehensive zoning ordinance or other laws, ordinances, and regulations.

9.32.080 – Violations and penalties.

- A. Any person in violation of this chapter shall be given a verbal or written warning before an infraction citation is issued. Enforcement personnel shall make good faith effort to contact the person and provide a reasonable opportunity to cure the violation. The warning shall describe the activity constituting a violation of this chapter, the action required to fix the violation, and the date and time by which the violation must be cured in order to avoid subsequent violations and penalties.
- B. Any subsequent violation of this chapter shall be an infraction and, upon conviction thereof, shall be punishable by a fine not exceeding \$50, notwithstanding section 1.05.030. In the Court's discretion, alternative penalties, including but not limited to a reasonable amount of community service, may be imposed.
- C. Any violation of this chapter which would otherwise be an infraction is a misdemeanor if a person has been convicted of an infraction under this section within 1 year immediately preceding the date of the first violation.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective on the thirtieth (30th) day after the day of its adoption.

SECTION 5. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Grand Terrace, California at a regular meeting held on the 12th day of November 2024.

Bill Hussey
Mayor

ATTEST:

Debra Thomas
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney



AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Second Reading and Adoption of Ordinance No. 363 to Add Chapter 9.36 of Title 9 to the Grand Terrace Municipal Code Relating to Unsanctioned Government-Sponsored Relocation of Unhoused Persons to the City of Grand Terrace

PRESENTED BY: Adrian Guerra, City Attorney

RECOMMENDATION: Direct the City Attorney to read the title for second reading, waive further reading of, and adopt **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, STATE OF CALIFORNIA, ADDING CHAPTER 9.36 OF TITLE 9 TO THE GRAND TERRACE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF GRAND TERRACE.”**

2030 VISION STATEMENT:

This staff report supports City Council Goal #1 “Ensure Our Fiscal Viability” by implementing policies to retain City resources for homeless-related issues and City Council Goal #5 “Engage in Proactive Communication” by implementing policies and prohibitions against government-sponsored relocation of unhoused persons into the City’s jurisdiction.

BACKGROUND:

The City Attorney’s office became aware of a recent incident in the City of Santa Cruz (“Santa Cruz”) where two law enforcement officers from the City of Hanford transported a disabled, unhoused individual (“Person Doe”) from the City of Hanford to a homeless shelter parking lot in Santa Cruz. This prompted Santa Cruz to implement an ordinance to prohibit any unsanctioned government-sponsored transportation of unhoused persons into its jurisdiction. Santa Cruz emphasized the need for these regulations by stating there is reason to believe that other jurisdictions may engage in this type of conduct again, especially in light of the recent decision by the Supreme Court of the United States in *City of Grants Pass v. Johnson*, 144 S. Ct. 2202, 2224 (2024).

DISCUSSION:

The City Council conducted a first reading of the attached proposed ordinance on October 8, 2024. If adopted, the ordinance will prohibit any government-sponsored relocation of unhoused persons into the City’s jurisdiction, subject to limited exceptions.

The ordinance aims to deter nearby jurisdictions responding to the recent decision in *Grants Pass* and Executive Order N-1-24 from resorting to unproductive conduct that fail to actually solve homelessness. Violation of this regulation will constitute a misdemeanor.

The positive impacts of this ordinance include:

1. Preserving the City's limited homelessness-related resources for the benefit of individuals residing in the City.
2. Encouraging the appropriate government agencies to provide shelter, care, outreach, and other homelessness-related resources to persons experiencing homelessness rather than simply transporting these individuals elsewhere.
3. Preventing government agencies from engaging in cruel and inhumane treatment of unhoused persons.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

Costs associated with the enforcement of and attorney's fees for the prosecution of the proposed ordinance.

ORDINANCE NO. 363

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ADDING CHAPTER 9.36 OF TITLE 9 TO THE GRAND TERRACE MUNICIPAL CODE TO PROHIBIT ANY UNSANCTIONED GOVERNMENT-SPONSORED RELOCATION OF UNHOUSED PERSONS TO THE CITY OF GRAND TERRACE

WHEREAS, the City of Grand Terrace ("City") has become aware of a recent incident in which a disabled, unhoused individual was transported and dropped off in the City of Santa Cruz by Hanford Police Department officers without any authorization from the City of Santa Cruz or its homeless shelter operators; and

WHEREAS, if cities and counties can simply relocate unhoused persons to another jurisdiction, no jurisdiction would be incentivized to provide shelter, affordable housing, and outreach services critical to solving California's homelessness crisis; and

WHEREAS, incidents similar to the one described above prevent all cities and counties from responsibly addressing homelessness; and

WHEREAS, the City does not have the resources available to provide shelter and services to any person experiencing homelessness who is dropped off in the City by law enforcement officers, employees, or agents of another jurisdiction; and

WHEREAS, Governor Gavin Newsom's recent Executive Order N-1-24 directed removal of homeless encampments on state properties which may cause more cities and counties to attempt relocation of its unhoused population; and

WHEREAS, the City Council now desires to add provisions to the City's Municipal Code to preempt any similar incidents to that of the City of Santa Cruz.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals set forth above are incorporated herein by this reference.

SECTION 2. Chapter 9.36 ("Prohibition of Unsanctioned Government-Sponsored Relocation of Unhoused Persons") of Title 9 ("Public Peace, Morals and Welfare") of the Grand Terrace Municipal Code is hereby added and shall now read as follows:

9.36.010 – Purpose.

The purpose of this chapter is to:

- A. Help preserve the City's limited homelessness-related resources, including but not limited to shelter and outreach, for the benefit of individuals residing in the City; and
- B. Encourage the appropriate government agencies to provide shelter, care, outreach, and other homelessness-related resources to persons experiencing homeless within their jurisdiction, rather than simply transporting these individuals elsewhere; and
- C. Prevent government agencies from engaging in the cruel and inhumane treatment of unhoused persons.

9.36.020 – Unsanctioned relocation prohibited.

- A. No law enforcement officer, agent, or employee of a county, city, or other governmental entity, when acting in their official capacity, shall transport and drop off an individual on public property or private property that is accessible to the public within the City of Grand Terrace if the individual lacks a fixed, regular, and adequate nighttime residence.
- B. A person "lacks a fixed, regular, and adequate nighttime residence" within the meaning of this section if that person:
 - 1. Has a primary nighttime residence that is on public property or private property not meant for habitation; or
 - 2. Lives in a publicly or privately operated shelter designated to provide temporary living arrangements, including but not limited to congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs; or
 - 3. Is exiting an institution where they have resided for 90 days or less and resided in an emergency shelter or place not meant for habitation immediately before entering that institution.

9.36.030 – Exceptions.

The prohibitions of this chapter shall not apply to the following authorized activities:

- A. Transporting a person to be treated at a hospital or other medical facility; or
- B. Transporting a person to reside at a facility such as a shelter, temporary housing, or permanent housing, when a law enforcement officer, agent, or employee of a county, city, or other governmental agency has verified that the

individual being transported has already been accepted to reside at the facility;
or

- C. Transporting a person to attend a verified appointment with a governmental or non-profit social service provider; or
- D. Any transportation or drop off activities undertaken by the City of Grand Terrace or the San Bernardino County Sheriff's Department on the City's behalf within the City of Grand Terrace; or
- E. The operations of a governmental provider of public transportation, including but not limited to Omnitrans.

9.36.040 – Violations and penalties.

A violation of any provision of this chapter shall be a misdemeanor.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective on the thirtieth (30th) day after the day of its adoption.

SECTION 5. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published as required by law.

[SIGNATURES ON NEXT PAGE]

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Grand Terrace, California at a regular meeting held on the 12th day of November 2024.

Bill Hussey
Mayor

ATTEST:

Debra Thomas
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney



AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Approval of the Change of Regular Meeting Time for the Historical and Cultural Activities Committee

PRESENTED BY: DEBRA THOMAS, CITY CLERK

RECOMMENDATION: Staff Recommends that the City council Approve a Resolution Rescinding Resolution 2013-18 in its entirety and Establishing the Meeting Times for Regular City Council Meetings, Commission Meeting and Committee Meeting (which includes the time change for the Historical and Cultural Activities Committee to 4:00 p.m. or during regular business hours at a time to be determined by the Committee on the first Monday of each month.

2030 VISION STATEMENT:

This staff reports supports Goal #5 Engage in Proactive Communication.

BACKGROUND:

The Historical and Cultural Activities Committee is a Council appointed committee. They are scheduled to meet on the first Monday of each month a 6:00 p.m. The regular meeting day and time is set by City Council resolution. When the Committee was established they were assigned a staff member liaison, which is the City Clerk. The City Clerk attends all of the Committee meetings.

DISCUSSION:

The Committee requested changing their meeting time to better accomodate the committee's personal time. The Committee stated at their last regular meeting held on Monday, November 4, 2024, that the 6:00 p.m. start time was too late and that they wanted an earlier meeting time. A majority of the Committee Members are retired and those that are not, still are in agreement and would like to begin their meetings at 4:00 p.m. or if needed, during regular business hours at a time to be determined by the Committee.

Because the regular meeting days and times for the City Council, Commissions and Committees are set by Council resolution, staff is recommending that Council rescind Resolution 2013-18 and adopt a new resolution which will include setting the regular meeting time for the Historical and Cultural Activities Committee at 4:00 p.m (or during regular business hours at a time to be determined by the Committee). The proposed Resolution is attached for your review.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

None.

RESOLUTION NO. 2024-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, RESCINDING RESOLUTION NO. 2013-18 AND ESTABLISHING TIMES FOR REGULAR CITY COUNCIL MEETINGS, COMMISSION MEETINGS AND COMMITTEE MEETINGS

WHEREAS, the City Council of the City of Grand Terrace has determined the need to amend the regular time of the Historical and Cultural Activities Committee meetings;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Recission – Resolution No. 2013-18 is hereby rescinded in its entirety.

SECTION 2. Regular Meeting Times – The times for regular City Council meetings, Commission meetings and Committee Meetings are hereby established for the City of Grand Terrace, and said meeting times shall be effective November 12, 2024.

SECTION 3. Regular meetings of the City Council of the City of Grand Terrace shall be held on the second and fourth Tuesdays of each month at the hour of 6:00 p.m. unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding calendar day or a day set forth by the governing body. Said meeting shall take place in the Grand Terrace Civic Center Council Chamber or a location set forth by the governing body.

SECTION 4. Regular meetings of the Planning Commission of the City of Grand Terrace shall be held on the first and third Thursdays of each month at the hour of 6:30 p.m. unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding calendar day or a day set forth by the governing body. Said meeting shall take place in the Grand Terrace Civic Center Council Chamber or a location set forth by the governing body.

SECTION 5. Regular meetings of the Crime Prevention Committee of the City of Grand Terrace shall be held on the second Monday of each month at the hour of 4:00 p.m. unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding calendar day or a day set forth by the governing body. Said meeting shall take place at the Grand Terrace Civic Center upstairs conference room or a location set forth by the governing body.

SECTION 6. Regular meetings of the Emergency Operations Committee of the City of Grand Terrace shall be held on the first Tuesday of each month at the hour of 6:00 p.m. unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding calendar day or a day set forth by the governing body. Said meeting shall take place in the E.O.C. Conference Room, Building 3, 22795 Barton Road, Grand Terrace or a location set forth by the governing body.

SECTION 7. Regular meetings of the Historical and Cultural Activities Committee (Committee) of the City of Grand Terrace shall be held on the first Monday of each month at the hour of 4:00 p.m. (or during regular business hours at a time to be determined by the Committee) unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding calendar day or a day set forth by the governing body. Said meeting shall take place at the Grand Terrace Civic Center first floor conference room or a location set forth by the governing body.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace at a regular meeting held on the 12th day of November 2024.

Bill Hussey,
Mayor

ATTEST:

Debra L. Thomas
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney



AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Approval of a Professional Services Agreement with Symbium

PRESENTED BY: Luis Gardea, Building Official

RECOMMENDATION: Staff is recommending selection of Symbium with no cost to the City for implementation and use of the program. While SolarApp+ was also a no-cost platform, Staff believes the Symbium approach will result in a more effective outcome and allow the City to reach its SB 379 obligation in a timely manner. The City received feedback from surrounding jurisdictions on both platforms, and Symbium resulted with far more positive feedback.

In addition to issuing instantaneous solar permits, the Symbium platform is also capable of issuing combination permits online which are typically issued same day to permit applicants. Permit types include, but not limited to reroofs, water heater replacements, HVAC replacements, electrical service panel upgrades, EV chargers, heat pumps, and other permits typically issued over the counter.

Staff would further recommend the City Manager be delegated authority to sign the standard consulting agreement required for this engagement, on behalf of the City, subject to City Attorney approval as to form.

2030 VISION STATEMENT:

This staff report supports Goal #1, Ensuring Fiscal Viability, Goal #4, Develop and Implement Successful Partnerships, and Goal #5, Engage in Proactive Communication

BACKGROUND:

On September 16, 2022, Governor Newsom signed into law Senate Bill 379 (SB 379) which would require every city, county, or city and county to implement an online, automated permitting platform that verifies code compliance and issues permits in real time or allows the city, county, or city and county to issue permits in real time for a residential solar energy system, as defined, that is no larger than 38.4 kilowatts alternating current nameplate rating and a residential energy storage system.

The bill would require a city with a population of 50,000 or fewer that is not otherwise exempt to satisfy these requirements by September 30, 2024. This bill would require the Energy Commission to set guidelines, adopted through a specified public process, for cities, counties, and cities and counties to report to the commission on the number of permits issued for residential solar energy systems and residential energy storage systems paired with residential solar energy systems.

DISCUSSION:

On April 12, 2023, the City was awarded \$40,000 to cover any implementation costs in adopting a permitting platform that allows issuance of permits in real time. In 2024, the City performed a Request

for Quality (RFQ) and received a response from two vendors for consideration of implementing the City's instant permitting platform. A total of two (2) bids were received as follows:

Table 1

Bidder	Bid Amount
SolarApp+	\$0 to City, \$25 application fee charged to applicant
Symbium	\$0 to City, \$25 application fee charged to applicant

Bidders were asked to include the complete scope of work and timeline for services provided. The City Manager, Finance Director, and Building Official reviewed and evaluated the bids received. Staff did not conduct interviews with the two firms. The evaluation included a thorough review of each bidder's proposal and reference checks.

Selection criteria for the bidding award, as specified in the RFQ, included the following:

1. Quality, strength, and completeness of proposal.
2. Bidder's relevant experience and length of time in business.
3. Qualifications and experience of the individual(s) proposed to be assigned to the project.
4. Reference check feedback from surrounding Building Departments.
5. Proposal regarding pricing.
6. Stated ability of the bidder to complete the project in a timely manner.
7. Bidder's reputation and record of performance with the City or similar local governments.
8. Innovative or value-added services or approaches to project completion, as proposed by the bidder.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

Implementation of Symbium will not incur any cost to the City. Applicants applying for a permit utilizing the platform will be subject to pay a \$25 non-refundable application fee which will be collected by Symbium directly, and not be part of the City's fee schedule or fee associated with the City.

Statement of Qualification

August 27, 2024

Delivered via Email

Luis Gardea
Department of Building & Safety
City of Grand Terrace

RE: Symbium SB379 and Express Permitting Pilots

Dear Luis:

I am writing to you on behalf of Symbium Corp. (Symbium) to present our qualifications for the delivery and maintenance of SB379-compliant and express permitting solutions. We respectfully submit the following, which may aid you in the comparison of and procurement of our services.

Please note that, for purposes of complying with SB379, SolarAPP+'s (SA) solar permitting software is not a unique offering in the marketplace. Symbium is the *only* provider that offers the following:

- **Incorporation of the entire SolSmart regulatory scope**, including replacement and additional PV+ESS to pre-existing systems.
- **Hundreds of additional no-plan / express permit types in the same experience**. Applicants for solar permits are not installing those projects in a vacuum - instead, they are installing solar to also install EV charging, heat pumps, and other electrification projects. Likewise, from the jurisdiction's perspective, it is unreasonable to require a jurisdiction to adopt many different apps: a solar app, a door app, a window app etc. The experience *should* be and always is comprehensive with Symbium.
- **Integrations into some of the most common and uncommon permit tracking systems (PTSS)** for a seamless and uninterrupted end-to-end experience.

In addition, Symbium offers each jurisdiction partner the ability to customize the content and file/plan upload requirements on Symbium so that the experience most accurately reflects individualized requirements. Symbium's Citizen's Dashboard experience is unmatched in the market and comprises our comprehensive property portal and our regulation-enabled permitting, which enables compliance checks and issuance of instant permits for no-plan projects.

Background on Symbium

Symbium is a San Francisco-based startup that is reinventing the citizen-to-government experience, with an initial focus on permitting and incentives for residential decarbonization projects (E.g., installation of solar panels, energy storage, heat pumps, etc.). Homeowners and contractors use Symbium's Citizen's Dashboard to instantly understand and visualize what's possible on a property, then submit and manage permits and rebates, subject to pay-per-use transaction fees. Using Symbium, permits are issued *instantly* because the regulatory checks are built right into the web interface.

Key to this disruption is Symbium's proprietary computational law (or Complaw®) tech, which enables a TurboTax-like mechanization of legal analyses through software in a swift and lean manner, initially developed by the founding team at Stanford's AI Lab.

The essential elements of the Symbium experience include a property portal + Complaw analysis + permitting.

Symbium Property Portal

Symbium maintains a freely-accessible property portal that covers the State of California and enables users to search for properties by address or APN and then visualize the universe of data about a property that is relevant for a myriad of home improvement projects. The types of property data at this stage of the Symbium experience include, but are not limited to:

- Square footage
- Natural and environmental hazards
- Distance to transit
- Setbacks
- Permit history
- 3D building heights and topography
- Satellite imagery

These data visualizations are obtained from a variety of reliable sources, including local, state and federal data as well as industry-leading satellite imagery and mapping companies.

Automated Compliance via Comlaw

Using Symbium, anyone can freely perform hypothetical analyses of a development proposal on a specified property. While traditional search engines support filters and the ability to report on existing data, Symbium enhances users' search experiences by providing "deep" searches and providing instantaneous regulation-enabled reports, instant regulatory analysis and compliance, and instant permits and fees for proposed home improvement projects.

Instant Plan Checks and Permits on Symbium

Using Symbium, applicants are able to receive instant permits for a myriad of home improvement projects since the applicable building codes and local requirements are built right into the front of the browser. These project types include, but are not limited to, residential solar (SB379-compliant), heat pumps, EV charging, ESS, windows, plumbing, reroofing, HVAC, and potentially hundreds more no-plan project types. Every jurisdiction defines no-plan projects differently so the list herein is for illustrative purposes only.

An applicant scopes out a project, uploads the relevant documentation, pays the jurisdiction fee and Symbium's service fee, then submits the permit. Assuming the regulatory checks are met, the jurisdiction's PTS would issue the permit instantly, which would then be communicated back to the applicant via Symbium in seconds.

A short video demonstration of the public-facing Symbium permitting experience can be found [here](#). A separate demonstration of the SB379-compliant solar permitting experience is available by contacting Symbium directly.

Fees for Services

Symbium's fees are always fixed and transparent. Symbium recently announced two pilots for local jurisdictions to procure:

1. [Residential solar permitting pilot](#) (SB379-compliant)
2. [Express \(no-plan\) permits pilot](#)

Symbium

There is no fee to jurisdiction partners for their procurement of Symbium. In the event that an integration is desired, Symbium charges a one-time configuration and integration fee of \$30,000 for jurisdictions with a population under 100,000 and \$60,000 for jurisdictions with a population of over 100,000 - these fees fall within the category of CalAPP grant reimbursable costs. Symbium will perform the overwhelming majority of the work and there is not likely a need for jurisdiction partners to engage the services of additional consultants or expend any staff time in excess of 8-12 hours.

There are no annual or ongoing fees to Symbium from our jurisdictions partners that sign on to the SB379 Pilot and our Express Permitting Pilots and no integration fees for the addition of Express Permits to an existing contract for SB379 solar permitting.

Symbium's business model is to charge a \$25 per permit service fee to permit applicants for the submission of permits. This fee covers any ongoing costs incurred by Symbium to maintain the services.

Positive Outcomes

The Symbium experience has resulted in the following positive outcomes for our current local government partners:

1. Compliance with California's SB379 solar permitting mandate.
2. Significant reduction in staff time spent responding to project feasibility inquiries from applicants (i.e. Can I build this? What forms are needed? What are the applicable fees?).
3. Transparency around regulatory requirements to applicants by surfacing the applicable regulations as the applicant is scoping the project on Symbium. Symbium performs automatic compliance checks on projects so each of those regulations are either checked off or displayed as outstanding (with a red "x"). A fully compliant scope results in the issuance of an instant solar or express permit on Symbium.
4. Receipt by staff of complete applications with the right forms (affidavits, plan sets, checklists etc.) and initial feasibility completed.
5. Faster project approvals with no interruption in the jurisdiction's own PTS or workflows. Given an API, the Symbium team will always take the initiative to perform integrations into a partners' PTS to ensure a streamlined experience.

Sole Source Justification

Symbium is the sole provider of a public-facing Citizen's Dashboard experience that provides rich data visualizations of properties and enables instant legal analysis and approvals of residential solar *in addition to* hundreds of no-plan permit types against the applicable code requirements. Note, that Symbium is *NOT* a permit tracking system (PTS), but has the ability to act as either a standalone tool or to supercharge any PTS by performing compliance checks at the very top of the applicant funnel.

The only other service that performs these types of compliance checks to enable SB379-compliant permit issuance in real time is SolarAPP+, but that tool only handles a subset of residential solar permits and has very limited integration functionality as of the date of this letter. SolarAPP+ is further differentiated in the chart below.

The following chart provides a feature analysis of the closest available tools for instant permit issuance:

Sole Source Justification	Symbium	SolarAPP+	OpenCounter	Camino
Public-facing permitting interface	✓	✓	✓	✓
SB379-compliant functionality	✓	✓		
\$0 ongoing cost to jurisdiction partners (convenience fee charged to applicant)	✓	✓		
Integration into existing online permitting systems, given an API	✓		✓	
Ability to accommodate customization and configuration request to align with AHJ partner's specific needs (i.e. line diagram uploads etc.)	✓			
Swift configuration and integration possible in 3-6 weeks, performed entirely by the vendor	✓			
Visualization of 3D buildable envelopes	✓			
Instant regulatory analysis, list of permits, and permit issuance for all non-plan permits (i.e. heat pumps, EV charging etc.)	✓			
Automated verification of contractor licenses against CSLB and local requirements	✓			
Instantly surface detailed code requirements and compliance as the project is scoped by the applicant	✓			
Identification of applicable rebates (IRA or otherwise) for a given project scope	✓			

There are other tools that have not been identified in detail but also provide some aspect of permit streamlining, including Accela, eTRAKiT, and EnerGov but those tools are strictly workflow-based permit tracking systems with no regulatory analysis component. Any homegrown or customizations of those PTSS for purposes of SB379 compliance would entail significant government resources to configure and maintain, especially as the regulations change.

As described in the descriptions and chart above, the closest services that help to at least streamline compliance checks for residential solar and issue permits in real time do not provide the combination of features or scope of permit types that are offered by Symbium. For these reasons, the procurement of Symbium would qualify as sole source.

Characteristics Uniquely Positioning Symbium to Deliver in the Service Categories

Symbium's qualifications and experience, which make it uniquely positioned to deliver in the categories of streamlined permitting and regulatory analysis can best be measured by the following:

- Team.** The development of these regulation-enabled Comlaw systems requires a well-rounded team who met at Stanford, with complementary skills in law, planning, building code, architecture, and logic programming. A pillar of our team's success is our responsiveness, willingness to take the initiative in solving regulatory, data, and procedural challenges, and our hunger to make a lasting impact by way of public-facing planning and permitting tools that benefit communities at large. First and foremost, our team is composed of problem solvers who are second to none.
- Experience.** Symbium secured its position as a Comlaw leader in the local planning and building space for cities and counties across California with the launches of Symbium Build (parcel-specific ADU feasibility in California) and Plancheck (streamlined compliance reviews, covering entire residential

planning codes). The company has been empowering the public via citizen-facing planning tools and now makes a natural leap forward with streamlined permitting for SB379 compliance and express permits.

- Multi-Stakeholder References. Please feel free to contact the following for references:
 - a. **Jesse Cardoza**
Deputy Director of Community Development / Chief Building Official
City of Irvine, CA (PTS used: Eden / homegrown)
Community Development
Phone: 949-724-6377
Email: JCardoza@cityofirvine.org
 - b. **John Caprarelli**
Chief Building Official
City of Santa Clarita, CA (PTS used: Accela and Clariti/Camino)
Building and Safety
Phone: 661-255-4396
Email: jcaprarelli@santa-clarita.com
 - c. **Deana Shelman**
Coordinator II - IT
City of Lancaster, CA (PTS used: Accela)
Phone: 661-723-6053
Email: dshelman@cityoflanasterca.gov
- Recent Awards / Recognitions. In 2023, Symbium won the Association for Corporate Growth award in SF and was admitted into the highly selective Third Derivative accelerator program to streamline decarbonization permitting and incentives. The company was nominated as a finalist in the highly-coveted 2022 ALP Alain Colmerauer Prolog Heritage Prize and has been recognized and awarded with the following: GovTech 100 company every year since 2021, 2021 Facebook grant for Housing Innovation, American Bar Association's 2021 Women of Legal Tech recognition, the 2020 Ivory Prize for its innovations in housing regulations, and a 2019 HIVE 50 Honoree for fast-tracking building permits and approvals.

No Conflicts

There are no conflicts of interest, actual or apparent, that would limit Symbium's ability to provide the requested services.

Closing Comments

We appreciate your consideration and look forward to the opportunity to serve in this important endeavor. I encourage you to contact me directly with any remaining qualification questions or for further clarifications. Please feel free to advise if scheduling a virtual meeting and/or further demonstrations of our services would help clarify any of the items outlined above or any additional matters impacting Symbium's qualification to serve your jurisdiction.

Sincerely,



Leila Banijamali, CEO
Symbium
leila@symbium.com

Symbium Screenshots

STEP 1: The Symbium experience begins with providing the applicant with property data.

Symbium

101 Main Street
Vacaville, CA 95688

Details Property Improvements Permit History

LAND USE CATEGORY
Residential

LAND USE
Single-Family Residential

CITY
Vacaville

COUNTY
Solano County

STATE
California

ZIP CODE
95688

LOT AREA
6,349 sqft

PROPERTY ID
0130096100

YEAR BUILT
1896

Assessed Values

Property Details

NUMBER OF BEDROOMS
2

NUMBER OF BATHROOMS
1

Buildings (2)

Environmental Hazards & Concerns

FLOOD ZONE
500-year

FIRE HAZARD RISK
None

[Feedback](#) [Help](#)

3D Map: 101 Main Street, Vacaville, CA 95688

STEP 2: To apply for a solar permit, the applicant must answer detailed questions about their proposed installation.

Symbium

Projects / Existing Projects

Improvement Project
101 Main Street, Vacaville

Enter Project Scope

Rooftop Solar or Battery Storage Installation

Rooftop Photovoltaic (PV) System

Rooftop Surface

Inverter

DC-to-DC Converter or Optimizer

Analysis

Apply for Permits

Review Payments

Schedule Inspections

Manage Collaborators

Download Documents

[Go](#)

Rooftop Solar or Battery Storage Installation

Applicable permit: Solar Permit

Requirements: 17 / 17
[View analysis](#)

Choose the equipment being installed or modified

Please choose at least one of the following.

☐ Energy Storage System (ESS)

☒ Rooftop Photovoltaic (PV) System

Additional electrical equipment

Please choose all existing and proposed components that are relevant to your project.

☒ DC-to-DC Converter or Optimizer

☒ Inverter

☐ Source Circuit Combiner

Rooftop Photovoltaic (PV) System

PROPOSED BRAND
SunPower

PROPOSED MODEL
SPR-225E-BLK-D

TOTAL NUMBER OF MODULES
18

NUMBER OF EXISTING MODULES
0

Module Specifications

MAX. POWER (P_{max})
225 W

MAX. OPEN CIRCUIT VOLTAGE (V_{oc})
48.5 V

SOURCE CIRCUIT CURRENT (I_{sc})
5.87 A/mp

EXTREME ANNUAL MEAN MIN. DRY BULB TEMPERATURE
-3.2 °C

MAX. OPEN CIRCUIT VOLTAGE (FOR MODULE)
55.29 V

UL-2703 FIRE RATING
A

Array mounting system

Please select at least one of the following.

☒ Array mounting system is UL 2703 certified for bonding and grounding.

STEP 3: Symbium provides instant analyses of what regulations have been complied with (or not) and why.

Symbium

Q

Enter a California location

KD

Projects / Existing Projects

Improvement Project

101 Main Street, Vacaville

Enter Project Scope

Analysis

ONL SOL Application

Permit Application Requirements

PV System Electrical Code Installation Requirements

Structural PV Array Mounting Requirements

PV and ESS Electrical Code Interconnection Requirements

Apply for Permits

Review Payments

Schedule Inspections

Manage Collaborators

Download Documents

ONL SOL Application

Ready to submit online!

Start application

PV System Electrical Code Installation Requirements

Grounding and bonding of array mounting system

This requirement is to simplify the process of ensuring that the exposed metal of a PV array is well-grounded. UL 2703 has numerous mounting system products on the market that are compatible with many of the PV modules on the market. One key aspect of these listings is that UL2703 certification for a particular mounting system is specific for the PV modules to which it has been evaluated. Generally, the specific type or family of PV module from a specific manufacturer is provided with the installation instructions to show to which PV module products the mounting system has been evaluated.

Alternatively, it is possible to install a PV array mounting system that is not fully listed to UL 2703. In this case, each separate exposed metal part would need to have a UL 2703 listed bonding device attached to it for it to be bonded to adjacent metal parts 690.43 [2022 CEC] or a UL 2703 listed bonding device to connect the metal to the EGC. The only exposed metal parts not specifically required to be grounded are the roof attachments that attach the mounting system to the roof. These roof attachments and fastenings are not likely to be energized and are often not exposed. The roof attachments are treated in a similar way that other mechanical fittings are treated in the CEC.

The definition in Article 100 of fitting in the CEC is as follows: "Fitting. An accessory such as a locknut, bushing, or other part of a wiring system that is intended primarily to perform a mechanical rather than an electrical function."

CEC 690.43

Field Installed PV Array Wiring

This requirement is to simplify PV array wiring. Residential PV system wiring can be reduced to two main categories: (a) exposed string wiring is 12 AWG PV Wire [CEC 690.31(C)(1)]; and, (b) PV source circuit wiring is 12 AWG THWN-2, XH-W-2, or RHW-2. These simple rules work for any PV system with four source circuits or less using PV modules with a rated short circuit current of no greater than 12.8 amps.

Since the highest I_{SC} for most PV modules commonly available are less than 12.8 amps, 12 AWG conductors will work for these modules regardless of location in the U.S. as long as there are no more than 9 current carrying conductors in the conduit and the conduit is at least 7/8 inches above the roof surface. For those PV modules with an ISC above 12.8 amps, 10 AWG conductors must be used.

CEC 690.31(C) CEC 310.15(B)(3)(c)

Equipment is rated for the maximum DC voltage applied.

This requirement addresses the need to check to make sure that all equipment that is connected together on the DC side of a PV system is properly configured to prevent equipment from having the DC voltage limits exceeded.

CEC 690.7

Requirements for Controlled Conductors

The 2022 CEC requires that PV system conductors on buildings be controlled to a safer condition when a rapid shutdown switch is operated. The controlled conductors outside 1 foot from the array must be shutdown to below 30 volts within 30 seconds and PV array wiring within the array be controlled to a safer condition when in rapid shutdown mode. Conductors in the array can meet the requirement by segmenting to 80 volt sections within 30 seconds or meet either of the other two requirements in 690.12(B)(2). As of 2021, a new array listing process is available called PV Hazard Control (UL 3741). This new process allows array systems to be evaluated and meet the requirements with the PV array as outlined in 690.12(B)(2)(1) and 690.12(B)(2)(a) [2022 CEC].

Save

STEP 4: When the applicant is ready and they have met all of the requirements, they may apply for a permit without having to leave Symbium. Symbium integrates with AHJs' permit tracking systems in order to provide this seamless, easy-to-use experience.

Symbium

Q

Enter a California location

KD

Projects / Existing Projects

101 Main St PV installation

101 Main Street, Vacaville

Last saved: 07/06/2023 at 12:15 PM

Enter Project Scope

Analysis

Apply for Permits

Review Payments

Schedule Inspections

Manage Collaborators

Download Documents

Application

Applicant Details

WHO IS THE APPLICANT?

Licensed Contractor

Property Owner

WHO IS THE OWNER?

Kate Didech (you)

Edit

WHO IS THE CONTRACTOR?

Jane Doe

Edit

Required Documents

Add all of the following documents.

SITE PLAN

Site Plan.pdf ✓

ELECTRICAL LINE DIAGRAM

Line Diagram.pdf ✓

SPECIFICATION SHEETS & INSTALLATION MANUALS

Click to add files

1. PV-Module-Installation-Manual.pdf X

2. Inverter-Install-Manual.pdf X

Review Application

Please review your permit application to check for accuracy and apply your electronic signature.

By checking this box, I consent to Symbium submitting my permit application(s) on my behalf and acknowledge that any Symbium service fees are non-refundable. I will be responsible for payment of government fees in full and acknowledge that, even though Symbium will collect known government fees via its payment checkout page, the total government fees and any increases thereof are beyond Symbium's control. My delay in paying such total or additional fees may delay a timely review of my application.

I understand that the applicable government office, and not Symbium, has the final authority to approve any permit applications or other material submissions. Symbium makes every effort to produce and publish the most current and accurate information possible. No warranties, express or implied, are provided for the information on Symbium's site or via its services, its use, or its interpretation. Use of Symbium's website or services indicates an understanding and acceptance of this statement.

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SYMBIUM MASTER LICENSING AGREEMENT

This Master Licensing Agreement (the “Agreement”) is by and between Symbium Corp., with business offices located at 912 Cole St., #375 San Francisco, CA 94117, (“Symbium”), and City of Grand Terrace, with business offices located at 22795 Barton Rd., Grand Terrace, CA 92313 (the “Licensee”). This Agreement shall be effective on the last signature date provided on the signature block hereto (“Effective Date”). Each of Symbium and Licensee is a “Party” and together they are the “Parties”.

WHEREAS, Symbium has developed and maintains a range of cloud-based software-as-a-service (“SaaS”) solutions to streamline certain planning, zoning, building, permitting, or other government-facing and constituent-facing processes. Symbium provides Services under the trade names identified in an applicable Order and as described on Symbium’s Site.

WHEREAS, Symbium agrees to provide Services to Licensee pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

In addition to the capitalized terms defined throughout this Agreement, the following terms when used herein shall have the respective meanings assigned to them below:

1.1. **“Affiliate”**, with respect to either Party, shall mean any entity, including and without limitation, any individual, corporation, company, partnership, limited liability company, or group, that directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party. Any references to Licensee herein shall also include reference to Licensee Affiliates.

1.2. **“API”** shall mean application programming interface, which shall enable Symbium to either read from and/or write into a third-party application.

1.3. **“End-User”** shall mean any individual who is authorized to use the Services.

1.4. **“Licensee Data”** shall mean any data, excluding Symbium Data, that is collected, used, maintained, processed, stored, or generated exclusively by or on behalf of Licensee.

1.5. **“Licensee Services”** shall mean Licensee’s open data services, GIS services, and APIs with which the Solutions communicate in order to correctly perform the intended functionality.

1.6. **“Order”** shall mean either: (i) any specific sales quotations or orders as agreed to in writing and signed by the Parties from time to time; or (ii) as set forth in the applicable Symbium payment summary screen. Each Order is hereby incorporated by reference into this Agreement as Exhibit “A” and shall be numbered sequentially as Exhibit A-1; A-2; A-3 and so on. If there are any inconsistencies or conflicts between this Agreement and an Order, the inconsistent or conflicting terms of the Order shall govern.

1.7. **“Professional Services”** shall mean any live support, consulting, training, or development services or other services as specifically described and priced in the applicable Order.

1.8. **“Service Description”** shall mean any description of Symbium’s Services that are advertised on Symbium’s Site or in the applicable Order, Symbium’s knowledge base, applicable operator and user manuals or guides, designs, technical reference manuals, flow diagrams, file descriptions, Service descriptions found on the Symbium site, and any other written materials pertaining to the use of the Solutions.

1.9. **“Services”** shall mean the Solutions and the Site, which are provided to Licensee by Symbium pursuant to the terms of this Agreement.

1.10. **“Site”** shall mean the Symbium website, located at www.symbium.com.

1.11. **“Solutions”** shall mean the cloud-based SaaS web applications, which are identified in the applicable Order, along with all associated updates.

1.12. **“Solution Updates”** shall mean any Solution-specific version updates that are deployed to ensure the functionality of the Solutions in accordance with the Services Descriptions. Solution Updates shall exclude additional or new Solutions, even if such additional or new Solutions contain similar functionality as other Solutions.

1.13. **“Support”** shall mean the email support services provided by Symbium to Licensee during the Term.

1.14. **“Symbium Data”** shall mean any electronic data and publicly accessible or available data and shall include all computable laws and regulations that are embedded in the Solutions but shall exclude Licensee Data.

1.15. **“Symbium Integrations”** shall mean any additional SaaS solutions that Symbium develops and deploys, which may be integrated into or linked from the Solutions.

1.16. **“Third-Party Services”** shall mean any third-party products or services, including but not limited to, software or materials incorporated into or provided as part of the Solutions or software that Symbium integrates into via an available API.

1.17. **“Transaction Services”** shall mean the public-facing permitting and incentives Services offered by Symbium.

2. SERVICES

2.1. Orders. Symbium shall provide the Services in accordance with the applicable Order.

2.2. Changes. No change to the Order shall be implemented unless it has been approved in writing signed by an authorized representative of each Party (each, a “Change Order Amendment”). Upon Licensee’s and Symbium’s execution of the Change Order Amendment, the Change Order Amendment shall be incorporated into and become part of the applicable Order.

3. LICENSE

3.1. License Grant. Subject to the terms and conditions of this Agreement, Symbium hereby grants Licensee a nonexclusive, nontransferable, worldwide license (“License”) during the Term to access and use the Solutions. Symbium reserves all rights not expressly granted to Licensee. The License granted to Licensee pursuant to this Agreement will permit use of the Solutions that are set forth in the Order. Any Licensee Affiliate may also add additional Services under this Agreement via a new Order. **LICENSEE SHALL BE RESPONSIBLE FOR THE FAILURE OF ANY LICENSEE AFFILIATE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.**

3.2. Usage Restrictions. Except as permitted by this Agreement, the Solutions may not be decompiled, reverse engineered, disassembled, transferred, distributed in an unauthorized manner, resold, sublicensed, or used to create any derivative works. Licensees may not use any software (including network monitoring or discovery software) to determine the Site’s or Service’s architecture, or extract information about usage or individual identities of users. Licensee may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Services or any parts thereof. Except as expressly permitted in this Agreement, Licensee may not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Services in any way; (ii) modify or make derivative works based upon the Services; (iii) “frame” or “mirror” any Solutions on any other server or wireless or Internet-based device. Licensee may use the Solutions only for its intended purposes and shall not: (i) send spam or otherwise excessive, duplicative, or unsolicited messages; (ii) send, store, or transmit any infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or material in violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) attempt to gain unauthorized access to the Services or its related systems or networks; or (vi) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit.

3.3. Third-Party Services. In the event that Symbium agrees to certain integrations to Third-Party Services, Licensee shall secure the necessary permissions, when applicable, for Symbium to perform its mutually agreed-upon tasks. Symbium is not responsible for any modification, loss, usage, disclosure, transmission, or deletion of any Licensee Data resulting from its access to a Third-Party Service or any outputs generated by the Solutions for uploading into Third-Party

Services. Licensee shall be responsible for all third-party costs resulting from its requested integrations with any Third-Party Service. In the event that Licensee wishes to use a Symbium-developed API, Symbium cannot warrant or guarantee that a Third-Party Service will continue to make access available to Symbium via such API.

4. PROFESSIONAL SERVICES

4.1. Professional Services. As mutually agreed by the Parties, and in conjunction with the Services, Symbium may perform certain Professional Services, which may include certain implementation, training, or other expert services. Such Professional Services shall be provided for a separate fee, which will be specified in an applicable Order in accordance with the terms and conditions of this Agreement. Such Professional Services shall be provided in a manner that is consistent with applicable industry standards, and if such standards are not met (with a reasonable opportunity to cure following written notice from Licensee), Licensee's sole remedy shall be the re-performance of such Professional Services.

5. SUPPORT

5.1. Support. Symbium will provide Support during the Term of this Agreement as set forth in the Order. Any Support requests should be directed to the following: support@symbium.com.

6. LICENSEE OBLIGATIONS FOR CONFIGURED OR IMPLEMENTED SERVICES

Where Symbium is configuring or implementing Services for Licensee, the following shall apply:

6.1. Designation of Licensee Project Manager. Licensee shall designate a project manager who shall be accessible by email throughout the Term of the Agreement and shall provide reasonably prompt responses to Symbium's requests and communications.

6.2. Testing Period and Feedback. Licensee will be provided with an opportunity to provide feedback and request functional changes to the Solutions prior to public launch. Symbium shall also perform any requested bug fixes during this period and on an ongoing basis.

6.3. Hosting Link to Solutions. Upon the public launch of any public-facing Solutions that are configured or implemented for Licensee, Licensee shall place a prominent link and dedicated landing page to such Solutions on its public-facing website at the location where End-Users would normally visit for information on related services. This link and landing page shall be maintained by Licensee during the Term of the Agreement with support from Symbium.

6.4. Notification of Changes. Where Solutions are configured using laws or regulations provided by Licensee, Licensee shall cooperate with Symbium to help identify the publicly accessible online publications of those regulations and Symbium shall then establish a protocol to ensure timely notifications of changes to the regulations underlying the applicable Solutions and the data provided by the applicable Third-Party Services. In the absence of publicly accessible regulations that are published online, Licensee shall notify Symbium in writing (email is sufficient) of such changes.

7. PROPRIETARY RIGHTS

7.1. Symbium Properties. The Services and any underlying platform technology ("Symbium IP") are owned or licensed by Symbium and protected by U.S. and international copyright, trademark, service mark, trade secret, patent and/or other proprietary rights and laws. All Solutions shall be hosted on Symbium's designated servers at all times and Symbium will retain control over all user experience or user interface design of Solutions. Except as expressly provided in this Agreement, nothing contained herein shall be construed as conferring to Licensee any license or right under copyright or other intellectual property right law. No part of the Symbium IP may be altered, copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, except as specifically provided in this Agreement. Licensee shall not take any action that shall interfere with or diminish Symbium's right in any of the Symbium IP. Symbium shall retain ownership and title of any Solutions that it creates, even if created on a custom basis for Licensee.

7.2. Licensee Data and Symbium Data. As between Symbium and Licensee, Licensee shall, at all times, own or obtain the appropriate permissions to use the Licensee Data and shall be responsible for the accuracy and adequacy of any and all Licensee Data as well as establishing any required legal terms and conditions prior to the use of any Licensee

Data. Licensee shall obtain all prior consents, internally or from relevant third parties, prior to uploading and using any Licensee Data to the Solutions. Licensee grants to Symbium a non-exclusive, royalty-free, worldwide license during the Term to access and use the Licensee Data for the purpose of delivering the Services, which may include the aggregation of such data in an anonymized manner for benchmarking and other purposes. Symbium's right to use Symbium Data shall be governed by its own policies, including its Privacy Policy, available at <https://symbium.com/privacy> ("Privacy Policy").

7.3. Symbium Integrations. Nothing shall prevent Symbium from developing and deploying Symbium Integrations, which Symbium may do at any time in its sole discretion. Symbium Integrations shall not diminish or degrade the functionality of the Solutions in the applicable Order at any time.

7.4. License to Use Feedback. Licensee grants to Symbium an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into the Services any feedback, suggestions, requests, or recommendations relating to the Services.

7.5. Usage Data. Licensee grants to Symbium an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into its own support offering, product development, operational plans, and sales or marketing materials, any anonymous usage data acquired from Licensee's account and use of the Solutions.

7.6. References to Licensee / Press Release. Upon execution of this Agreement, Symbium may make references to Licensee and Licensee's URL and may use Licensee's designated trademark and logo for the limited purpose of publishing it on Symbium's current list of Licensees located on the Symbium Site. Symbium may also respond to any inquiry regarding whether Licensee is a licensee and user of the Services. Additionally, upon execution of this Agreement, each Party may issue a press release announcing the Parties' relationship under this Agreement.

8. FEES AND PAYMENTS

8.1. Fees. Symbium shall charge either Licensee or End-Users, as applicable, for the Services provided by Symbium hereunder as specified in the applicable Order.

8.2. Payment Methods. Symbium accepts payments for its Services from Licensee via check or electronic funds transfer and will cooperate, in good faith, to accommodate Licensee's preference in either case. Payments for Transaction Services by End-Users shall be made by credit card.

8.3. Payment Terms. All pricing and payments are and shall be in U.S. dollars.

8.3.1. With respect to fees charged to Licensee, Licensee shall pay each invoice as stated in the Order or, if no due date is stated, within 30 days of receipt unless it has a bona fide dispute with respect to payment of such invoice or portion thereof. If there is a bona fide dispute regarding any invoice rendered or amount paid, the disputing Party shall notify the other by written notice thereof, and the Parties shall use their best efforts to resolve such dispute expeditiously. If an aggrieved Party notifies the other in writing of a disputed invoice or payment, and there is a good faith basis for such dispute, the time for paying the portion of the invoice in dispute shall be extended by a period of time equal to the time between receipt of such notice and the resolution of such dispute. Undisputed portions of any invoice shall be paid as stated above.

8.3.2. Symbium's fees to End-Users for Transaction Services shall be inclusive of Symbium's Service fees (E.g., a per-permit fee), as stated in the applicable Order, in addition to all fees that would otherwise be payable directly to Licensee by End-User (E.g., government fees).

8.4. Payment Processing Fees. Fees charged to End-Users for Symbium's Transaction Services are non-refundable. As between Symbium and Licensee, Symbium shall assume any credit card fees charged by Symbium's third-party payment processors for Transaction Services that are processed on Symbium. As applicable, Symbium may pass through to End-Users any credit card processing fees charged by either of Symbium's or Licensee's payment processor (I.e., in cases where the Licensee charges \$100 + \$5 credit card processing fee for a total of \$105, Symbium may pass through the \$5 additional Licensee processing fee directly to the End-User.).

8.5. Taxes. Licensee shall be financially responsible for all sales or services taxes that are assessed on the provision of the Services to Licensee, excluding any withholding or export taxes or taxes based upon Symbium's income. To the extent Symbium is required to collect such taxes under applicable Law, Symbium, to the extent legally or otherwise required, shall separately state the amount of tax due on its invoices to Licensee. Licensee and Symbium shall cooperate to segregate the fees into: (i) those for taxable Services and (ii) those for nontaxable Services. The Parties shall reasonably cooperate with each other to more accurately determine each Party's tax liability and to minimize such liability, to the

extent legally permissible. In addition, Symbium shall provide and make available to Licensee any information regarding the computation of any such taxes as reasonably requested by Licensee. Symbium shall not pay any taxes based on the Services that Licensee and Symbium disagree on as to whether a tax is due without affording Licensee a reasonable amount of time after being called upon by the taxing authority to pay such tax to dispute the payment of such tax, at Licensee's expense, in the appropriate legal forum.

9. CONFIDENTIALITY

9.1. Confidentiality. Except as set forth in Sections 9.2 and 9.3, as applicable, Each Party agrees to maintain the confidentiality of the other Party's Confidential Information as defined herein. "Confidential Information" means all information concerning a Party's business not generally known to the public, whether or not marked as confidential. By way of illustration only, Confidential Information may include Licensee Data, trade secrets, know-how, inventions, contractual disclosures, techniques, processes, algorithms, software programs, schematics, software source documents, contracts, customer lists, financial information, sales and marketing plans, information and business plans and other proprietary information, whether or not such information is marked as confidential. Confidential Information shall not include, even if it is marked as such, information that: (i) is already known to the receiving Party at the time of disclosure, which knowledge the receiving Party shall have the burden of proving; (ii) is, or, through no act or failure to act of the receiving Party, becomes publicly known; (iii) is readily observable and / or duplicable by the public; (iv) is legally received by receiving Party from a third party without restriction on disclosure; (v) is independently developed by receiving Party without reference to the Confidential Information of the disclosing Party; or (vi) is approved for release by written authorization of the disclosing Party. In maintaining the confidentiality of the other Party's Confidential Information, each Party shall use at least the same standard that Party uses for its own confidential information of similar type, and shall take necessary precautions not to disclose such information to any person except its officers, employees or subcontractors, who have a need to know in order to comply with the obligations of this Agreement. Each Party's officers, employees, and subcontractors shall be bound by the terms of this Section or a similar written agreement with terms no less protective of either Party's Confidential Information than this Agreement. Each Party acknowledges that any actual or threatened violation of this Section may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain, and therefore agrees that the disclosing Party shall be entitled to seek injunctive relief in addition to all other remedies available at law and/or in equity. Nothing in this Section shall prohibit Symbium from disseminating aggregated information that contains no Confidential Information of Licensee.

9.2. Public Agency Exceptions and CPRA. This Section 9.2 shall apply to any Licensee that is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA") or substantially similar requirements (the "Public Agency Exceptions"). Notwithstanding any other obligations set forth in Section 9, Licensee is not obligated to act in any way that is contrary to any requirements under the CPRA or Public Agency Exceptions. Symbium shall identify information that is protected under the CPRA or Public Agency Exceptions and shall clearly mark such information as "CONFIDENTIAL AND PROPRIETARY", including identification of the specific lines containing such confidential and proprietary information subject to nondisclosure. In the event of a request for such information, Licensee will provide written notice to Symbium prior to such disclosure. For information that Symbium wishes to protect from public disclosure, Symbium must obtain a protective order, injunctive relief or other appropriate remedy from a court of law in either San Francisco County or the Licensee's County before the Licensee is required to respond to the CPRA request. If Symbium fails to obtain such remedy within the time the Licensee is required to respond to the CPRA or Public Agency Exceptions request, Licensee may disclose the requested information.

9.3. Cooperation. In the event of any unauthorized use or disclosure or loss of any Confidential Information of the disclosing Party, the receiving Party shall promptly, at its own expense: (i) notify the disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the disclosing Party to minimize the violation or the damage resulting therefrom; and (iii) cooperate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting therefrom.

9.4. Limitation. Notwithstanding the provisions of this Section, Symbium may disclose Licensee's Confidential Information, which includes personally identifying information and End-user activity: (i) in accordance with a judicial or other governmental subpoena, warrant or order; provided that Symbium shall comply with any applicable protective order or equivalent and, unless prohibited by law, Symbium will employ commercially reasonable efforts to provide Licensee with prior written notice, so that Licensee has an opportunity to intervene at its own expense and to protect the confidentiality of its information; (ii) to law enforcement officials and regulators if it reasonably suspects unlawful activity; and (iii) to other Parties that are identified by Licensee for that purpose.

10. REPRESENTATIONS AND WARRANTIES

10.1. Power and Authorization. Each Party hereby represents, warrants, and covenants to the other Party that (i) it is duly organized, validly existing and in good standing under the Laws of the state of its domicile and is in good standing in each other jurisdiction in which such qualification is required by Law; (ii) it has power and authority to transact the business it transacts and proposes to transact and to execute and deliver this Agreement and to perform the obligations under this Agreement, and (iii) its entry into this Agreement does not violate or constitute a breach of any agreement to which it is a Party or otherwise bound.

10.2. Compliance with Law. Each Party hereby represents, warrants, and covenants to the other Party that in performing its obligations and exercising its rights under this Agreement, it will comply (and shall require all of its personnel providing Services hereunder to comply) with all applicable Laws.

10.3. By Licensee. Licensee hereby represents, warrants, and covenants to Symbium that: (i) it has obtained all the appropriate consents required by law to ensure that Licensee and Symbium have the right to use the Licensee Data in association with the Services and, if applicable, as described in Symbium's Privacy Policy; and (ii) it will not use the Service to collect, upload, retrieve, transmit, send, and/or store any sensitive personally identifiable information in violation of any applicable laws. Symbium reserves the right to delete any Licensee Data that is in violation of any terms in this Agreement or of any applicable laws.

10.4. Disclaimer of Additional Warranties. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SYMBIUM EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SYMBIUM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT FUTURE PRODUCT FEATURES OR FUNCTIONALITY.

11. INDEMNITIES

11.1. General Indemnities. Each Party ("Indemnifying Party") shall defend, indemnify and hold the other Party ("Indemnified Party") and its Affiliates and their respective officers, directors, employees, agents, contractors, successors, and assigns harmless from and against any and all damages, losses, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses) (collectively, "Losses") arising from or in connection with any actual judicial causes of actions by third parties (each a "Claim") to the extent such Claim is based on or arises from or relates to (i) any breach or default of any provision of this Agreement by the Indemnifying Party; or (ii) negligent or intentional acts or omissions caused by the Indemnifying Party or its Affiliates and their respective officers, directors, employees, agents, contractors, successors and assigns. Further, Licensee shall defend, indemnify, and hold Symbium harmless from any Losses arising from or in connection with any Claims to the extent that such Claim is based on or arises from or relates to Licensee's misappropriation or misuse of any Licensee Data or any of Licensee's obligations to third parties relating to such Licensee Data. Notwithstanding any Symbium obligations to indemnify Licensee in this Agreement, any indemnification by Symbium shall be limited to the actual amount covered by Symbium's insurance for that particular Claim.

11.2. Indemnification Procedure. Each Indemnified Party shall provide the Indemnifying Party with prompt written Notice of any Claim for which the Indemnified Party is seeking or may seek indemnification hereunder (provided that the failure of the Indemnified Party to promptly notify the indemnifying Party hereunder shall not relieve the Indemnifying Party of any liability with respect to the Claim, except to the extent the Indemnifying Party demonstrates that the defense of the Claim is prejudiced by such failure). The Indemnified Party shall provide reasonable cooperation (at the Indemnifying Party's expense) and retain full authority to defend or settle the Claim. The Indemnifying Party shall keep the Indemnified Party fully informed concerning the status of any litigation, negotiations or settlements of any such Claim. The Indemnified Party shall be entitled, at its own expense, to participate in any such litigation, negotiations and settlements with counsel of its own choosing. The Indemnifying Party shall not have the right to settle any Claim if such settlement arises from or is part of any criminal action or proceeding, or contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the Indemnified Party without the prior written consent of such Indemnified Party.

12. LIMITATION OF LIABILITY

12.1. THE LIABILITY OF SYMBIUM AND LICENSEE TO EACH OTHER FOR ANY AND ALL CAUSE(S) OF ACTION, REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT, TORT, NEGLIGENCE OR ANY OTHER), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR BREACH

OF THIS AGREEMENT WILL IN NO EVENT EXCEED THE AVERAGE MONTHLY FEES CONVERTED TO AN ANNUALIZED BASIS. LICENSEE ACKNOWLEDGES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 12.1 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF SYMBIUM WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. SYMBIUM HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE LICENSEE WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PURSUANT TO THIS AGREEMENT.

12.2. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR DAMAGES FROM LOST PROFITS, LOST USE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3. NOTWITHSTANDING THE FOREGOING, SECTION 12.1 AND SECTION 12.2 WILL NOT APPLY TO: (I) CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR CRIMINAL ACTS OR OMISSIONS; (II) BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY; (III) ANY THIRD PARTY CLAIMS SUBJECT TO THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT; OR (IV) THE BREACH BY EITHER PARTY OF THEIR REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 10.

13. COOPERATION

13.1. Cooperation. Each Party shall inform the other Party of any legal claims, demands or complaints brought: (i) by a third party relating to the Services or products provided by Symbium to Licensee under this Agreement; or (ii) to any regulatory body relating to this Agreement or anything acquired hereunder. The Parties shall cooperate with each other with respect to the resolution of such complaints. For the avoidance of doubt, the Party against whom the complaint was made shall control the response to any regulatory body, if any, with respect to any such complaint.

14. TERM AND TERMINATION

14.1. Term. The initial term of this Agreement shall be as set forth in the applicable Order ("Initial Term") and shall thereafter be renewed by the Parties for recurring one (1) year periods ("Subsequent Term") unless either Party provides the other Party with at least thirty (30) days prior written notice of termination or intention not to renew prior to the commencement of the next annual period. The Initial Term and Subsequent Term may collectively be referred to as the "Term".

14.2. Termination for Breach. Either Party may terminate this Agreement upon written notice to the other Party if such other Party commits a material breach of this Agreement and does not cure such breach within fifteen (15) days following its receipt of notice thereof from the terminating Party. No refunds shall be issued to Licensee in the event of termination under this Section 14.2 by Symbium for an uncured material breach by Licensee. Symbium shall issue a prorated refund of prepaid but unused fees to Licensee in the event that Licensee terminates this Agreement under this Section 14.2 for an uncured material breach by Symbium. "Material breaches" include: (i) failure by Symbium to deliver the Services as agreed under this Agreement; (ii) any breach of Section 7 (Proprietary Information); (iii) any failure by Licensee to pay fees when due; (iii) or any breaches by either Party of Sections 3 (License), 9 (Confidentiality), 10 (Representations and Warranties), 11 (Indemnities), or 13 (Cooperation). Any termination of this Agreement will automatically terminate any incorporated Orders.

14.3. Suspension of Services. Any unauthorized access, use of passwords or Services, or other abuse or impermissible activity on Symbium's Site or in connection with Symbium's Services may result in immediate suspension of access to certain Solutions or termination of this Agreement with no refund and without limitation of any other available legal remedies. Symbium may suspend Licensee's access to any Services until all overdue payments are paid in full. Delinquent invoices are subject to interest of one percent (1.0%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Licensee will continue to be charged for the remainder of the term for any delinquent accounts. Licensee acknowledges and agrees that, unless otherwise required in this Agreement, Symbium has no obligation to retain any data on behalf of Licensee and that such data, if any, may be irretrievably deleted upon termination of this Agreement.

14.4. Remedies Not Limiting. The remedies provided in this Section 14 are in no way limiting of one another or of any other rights and remedies granted to either Party under this Agreement. Symbium may choose to, but is not

required to, place Licensee's account on suspension in lieu of termination where termination is permitted under the terms of this Agreement or take other appropriate action.

15. MISCELLANEOUS

15.1. Notices. Any demand, notice, or other communication required or permitted hereunder shall be effective if in writing and either sent by trackable courier or email to the recipients listed in the Order. Notices by courier shall be effective upon proof of delivery by either Party. Email notices shall be effective upon confirmation of receipt by the receiving Party. Either Party may change its notice address by providing the other Party with notice of the change in the same manner required in this Section 15.1.

15.2. Assignment; Binding Effect. Neither Party shall assign or transfer this Agreement nor delegate any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon written notice to Licensee, Symbium may assign this Agreement to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets. Any assignment, transfer or delegation of rights or obligations hereunder in contravention of this Section shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Agreement and their respective successors and permitted assigns.

15.3. Dispute Resolution; Equitable Relief. The Parties agree that, in the event of a dispute or alleged breach, they shall first work together in good faith to resolve the matter internally through negotiations and, if necessary, by escalating it to higher levels of management. The foregoing shall not apply to, and shall not prevent a Party from seeking immediate relief in the event of, disputes involving the confidentiality or data protection provisions of this Agreement or infringement of intellectual property rights (in which case either Party shall be free to seek available remedies in a court of competent jurisdiction in accordance with the Governing Law Section of this Agreement).

15.4. Entire Agreement; Amendment. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous representations, discussion, negotiations, letters, proposals agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement may be amended, modified or supplemented only in a writing duly executed by an authorized representative of each of Licensee and Symbium.

15.5. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions. For any disputes that are not resolved by way of good faith negotiations and settlement, the Parties hereby consent to the exclusive venue and jurisdiction for actions concerning or relating to this Agreement in the federal or state courts of San Francisco, County of San Francisco, California.

15.6. Headings. The section headings in this Agreement are for reference and convenience only and do not explain, modify, interpret, or expand the provisions of this Agreement.

15.7. Independent Contractors. In making and performing under this Agreement, the Parties are acting and shall act as independent contractors and not that of master and servant or partnership. Neither Party is, nor will be deemed to be, an agent, legal representative, joint venture, or partner of the other Party for any purpose. Neither Party shall have any authority to act for or to bind the other Party in any respect, nor shall either Party hold itself out as having such authority. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, and other laws.

15.8. Severability. If any of the provisions of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be ineffective to the extent of such invalidity or unenforceability while the other provisions hereof shall remain in full force and effect.

15.9. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed on behalf of the Party against whom it is asserted. Any consent by any Party to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any continuing, different, or subsequent breach of this Agreement by such Party.

15.10. Survival. The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive, including, but not limited to the following Sections: 7 (Proprietary Rights), 9 (Confidentiality), 10 (Representations and Warranties), 11 (Indemnities), and 12 (Limitation of Liability).

15.11. Controlling Document. Notwithstanding any inconsistent or additional terms and conditions which may be contained in a purchase order, invoice, voucher or other similar document issued by either Party, such document shall be for issuing Party's internal purposes only and the terms and conditions of this Agreement shall prevail. Therefore, even if such document is acknowledged or accepted by the receiving Party and regardless of any statement to the contrary which may be contained therein, the inconsistent or additional terms and conditions of such purchase order, invoice, voucher or other similar document shall have no force or effect on this Agreement.

15.12. Interpretation: Construction. Unless the context of this Agreement clearly requires otherwise, (i) references to the plural include the singular, the singular the plural, the part the whole, (ii) references to any gender include all genders, (iii) "or" has the inclusive meaning frequently identified with the phrase "and/or," (iv) "including" has the inclusive meaning frequently identified with the phrase "but not limited to," and (v) references to "hereunder" or "herein" relate to this Agreement. The Parties agree that this Agreement is the result of careful negotiations between sophisticated Parties and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

15.13. Signature/Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on both Parties. A facsimile signature or electronic signature (or e-signature) shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

SYMBIUM CORP.

CITY OF GRAND TERRACE

By:	By:
Name:	Name:
Title:	Title:
Email:	Email:
Date:	Date:

EXHIBIT A-1 – ORDER

This Order, once executed, is governed by the Symbium Master Licensing Agreement between Symbium Corp. (“Symbium”) and the City of Grand Terrace (“Licensee”) (the “Agreement”). All fees set forth herein are due pursuant to the terms of the Agreement. All capitalized terms used but not defined herein will have the meaning assigned to them in the Agreement. This Order shall control in the event of any conflict between this Order and the Agreement.

Prepared For: City of Grand Terrace	Order No.: GRANDTERRACE-001	Make Payment to: Symbium Corp.
City of Grand Terrace Luis Gardea, Building Official Building & Safety 22795 Barton Road Grand Terrace, CA 92313 LGardea@grandterrace-ca.gov	Initial Term: 2 years Payment Frequency: N/A	Symbium Corp. 912 Cole St., #375 San Francisco, CA 94117 support@symbium.com

SaaS Solution / Service	Description	Billing
Symbium’s Citizen’s Dashboard for SB379 Compliance	☐ Web-based public-facing automated compliance checks for solar energy systems as required by SB379 ☐ \$25 Symbium service fee per permit or revision document, charged to applicants at point of sale.	\$0
Symbium Express Permits	☐ Web-based public-facing automated compliance checks for additional permits, as requested by Licensee. ☐ \$25 Symbium service fee per permit or revision document, charged to applicants at point of sale.	\$0
Included Integrations	Read-write integrations into existing permit tracking system (PTS), given available APIs.	\$0 (CalAPP funds)
Ongoing Support and Maintenance	Quarterly updates	\$0
Total		\$0

Additional Terms and Conditions:

1. Unless noted otherwise, the pricing above includes initial implementation and training to ensure proper use and shall be invoiced upon execution of the Agreement.
2. Symbium shall be the exclusive provider of the Services for Licensee during the Term.
3. Any additional Solutions or Services requested by Licensee that exceed the scope of this Order shall be subject to a separate signed Order between the Parties. No CalAPP grant fees shall be due to Symbium in the event that Licensee is unable to procure such grant funds.
4. Support is available by email: support@symbium.com.

ACCEPTED AND AGREED BY:

Symbium Corp.

City of Grand Terrace

BY:	DATE:	BY:	DATE:
NAME: Leila Banijamali		NAME:	
TITLE: CEO		TITLE:	
EMAIL: leila@symbium.com		EMAIL:	

Luis Gardea

From: Steve Pope <team@solar-app.org>
Sent: Thursday, June 15, 2023 9:09 AM
To: Luis Gardea
Cc: Jessica Lambarena; kmurphy@govpilot.com
Subject: RE: I have a question about the SolarAPP+

Luis,

Great to hear you're moving closer to launching your pilot with SolarAPP+. I would encourage you to reach out to your contact at GovPilot and see when they can meet with us.

As I mentioned previously. As long as GovPilot can do the following, we should be able to work with them;

1. PDF uploads (2) Accept a unique approval ID (3) process payments electronically (4) issue permit instantly after payment

As for the \$25 SolarAPP+ Administrative fee. That is something the contractor pays to us directly. It is completely separate from your fee schedule and should in no way affect your permit fee process. Totally separate.

Hope that helps.

Sincerely,

Steve Pope
SolarAPP+ Outreach Manager
202-556-2882

--

Erika Briggs | Liam McMahon | Don Tonic
[\(313\) 483-6717](tel:(313)483-6717)
SolarAPP+ Coalition
team@solar-app.org

Check out US DOE Secretary Granholm's challenge for 125 communities to adopt [SolarAPP+](#)!
Please join our Onboarding Office Hours to ask questions to our team: [Tuesdays](#) or [Thursdays](#)
Learn how you can get connected with [SolarAPP+](#)!



On Mon, Jun 12, 2023 at 2:00 PM MDT, Erika Briggs <team@solar-app.org> wrote:
Hello and thanks for reaching out!

I have sent this forward to Steve and he will be with you at his earliest convenience.

Thank you,

--

Erika Briggs | Liam McMahon | Don Tonic

(313) 483-6717

SolarAPP+ Coalition

team@solar-app.org

Check out US DOE Secretary Granholm's challenge for 125 communities to adopt SolarAPP+! Please join our Onboarding Office Hours to ask questions to our team: Tuesdays or Thursdays. Learn how you can get connected with SolarAPP+!

On Mon, Jun 12, 2023 at 1:02 PM MDT, Luis Gardea <lgardea@grandterrace-ca.gov> wrote:
Hello Steve,

Hope you are doing well. I am pleased to inform you that we were able to secure the grant from the CEC and are now in the final stages of eventually going live with our new permit software GovPilot. Unfortunately I was unable to attend one of the live webinars for SolarApp+ however I did watch the pre-recorded video. Would you have time to schedule a meeting with us and the GovPilot team for introductions and to see if we can hopefully integrate SolarApp+ into GovPilot? Please let us know when is convenient.

Lastly, we are in the middle of working on our new fee schedule and have an important question. Based on the video, I noticed that SolarApp+ will be collecting a \$25 application fee. Will the fee be collected by the city and then all revenue received be sent to SolarApp+ at the end of the year? Or will the fee be collected directly by SolarApp+ from the applicant? Reason I ask is because if the city will be collecting the fee, we need to include it into our proposed fee schedule. Thank you.

Best regards,

Luis Gardea, MPA

Building Official

Planning and Development Services

City of Grand Terrace

909-954-5182 - Office

909-835-7183 - Mobile

SYMBIUM MASTER LICENSING AGREEMENT

This Master Licensing Agreement (the “Agreement”) is by and between Symbium Corp., with business offices located at 912 Cole St., #375 San Francisco, CA 94117, (“Symbium”), and City of Grand Terrace, with business offices located at 22795 Barton Rd., Grand Terrace, CA 92313 (the “Licensee”). This Agreement shall be effective on the last signature date provided on the signature block hereto (“Effective Date”). Each of Symbium and Licensee is a “Party” and together they are the “Parties”.

WHEREAS, Symbium has developed and maintains a range of cloud-based software-as-a-service (“SaaS”) solutions to streamline certain planning, zoning, building, permitting, or other government-facing and constituent-facing processes. Symbium provides Services under the trade names identified in an applicable Order and as described on Symbium’s Site.

WHEREAS, Symbium agrees to provide Services to Licensee pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

In addition to the capitalized terms defined throughout this Agreement, the following terms when used herein shall have the respective meanings assigned to them below:

1.1. **“Affiliate”**, with respect to either Party, shall mean any entity, including and without limitation, any individual, corporation, company, partnership, limited liability company, or group, that directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party. Any references to Licensee herein shall also include reference to Licensee Affiliates.

1.2. **“API”** shall mean application programming interface, which shall enable Symbium to either read from and/or write into a third-party application.

1.3. **“End-User”** shall mean any individual who is authorized to use the Services.

1.4. **“Licensee Data”** shall mean any data, excluding Symbium Data, that is collected, used, maintained, processed, stored, or generated exclusively by or on behalf of Licensee.

1.5. **“Licensee Services”** shall mean Licensee’s open data services, GIS services, and APIs with which the Solutions communicate in order to correctly perform the intended functionality.

1.6. **“Order”** shall mean either: (i) any specific sales quotations or orders as agreed to in writing and signed by the Parties from time to time; or (ii) as set forth in the applicable Symbium payment summary screen. Each Order is hereby incorporated by reference into this Agreement as Exhibit “A” and shall be numbered sequentially as Exhibit A-1; A-2; A-3 and so on. If there are any inconsistencies or conflicts between this Agreement and an Order, the inconsistent or conflicting terms of the Order shall govern.

1.7. **“Professional Services”** shall mean any live support, consulting, training, or development services or other services as specifically described and priced in the applicable Order.

1.8. **“Service Description”** shall mean any description of Symbium’s Services that are advertised on Symbium’s Site or in the applicable Order, Symbium’s knowledge base, applicable operator and user manuals or guides, designs, technical reference manuals, flow diagrams, file descriptions, Service descriptions found on the Symbium site, and any other written materials pertaining to the use of the Solutions.

1.9. **“Services”** shall mean the Solutions and the Site, which are provided to Licensee by Symbium pursuant to the terms of this Agreement.

1.10. **“Site”** shall mean the Symbium website, located at www.symbium.com.

1.11. **“Solutions”** shall mean the cloud-based SaaS web applications, which are identified in the applicable Order, along with all associated updates.

1.12. **“Solution Updates”** shall mean any Solution-specific version updates that are deployed to ensure the functionality of the Solutions in accordance with the Services Descriptions. Solution Updates shall exclude additional or new Solutions, even if such additional or new Solutions contain similar functionality as other Solutions.

1.13. **“Support”** shall mean the email support services provided by Symbium to Licensee during the Term.

1.14. **“Symbium Data”** shall mean any electronic data and publicly accessible or available data and shall include all computable laws and regulations that are embedded in the Solutions but shall exclude Licensee Data.

1.15. **“Symbium Integrations”** shall mean any additional SaaS solutions that Symbium develops and deploys, which may be integrated into or linked from the Solutions.

1.16. **“Third-Party Services”** shall mean any third-party products or services, including but not limited to, software or materials incorporated into or provided as part of the Solutions or software that Symbium integrates into via an available API.

1.17. **“Transaction Services”** shall mean the public-facing permitting and incentives Services offered by Symbium.

2. SERVICES

2.1. Orders. Symbium shall provide the Services in accordance with the applicable Order.

2.2. Changes. No change to the Order shall be implemented unless it has been approved in writing signed by an authorized representative of each Party (each, a “Change Order Amendment”). Upon Licensee’s and Symbium’s execution of the Change Order Amendment, the Change Order Amendment shall be incorporated into and become part of the applicable Order.

3. LICENSE

3.1. License Grant. Subject to the terms and conditions of this Agreement, Symbium hereby grants Licensee a nonexclusive, nontransferable, worldwide license (“License”) during the Term to access and use the Solutions. Symbium reserves all rights not expressly granted to Licensee. The License granted to Licensee pursuant to this Agreement will permit use of the Solutions that are set forth in the Order. Any Licensee Affiliate may also add additional Services under this Agreement via a new Order. **LICENSEE SHALL BE RESPONSIBLE FOR THE FAILURE OF ANY LICENSEE AFFILIATE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.**

3.2. Usage Restrictions. Except as permitted by this Agreement, the Solutions may not be decompiled, reverse engineered, disassembled, transferred, distributed in an unauthorized manner, resold, sublicensed, or used to create any derivative works. Licensees may not use any software (including network monitoring or discovery software) to determine the Site’s or Service’s architecture, or extract information about usage or individual identities of users. Licensee may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Services or any parts thereof. Except as expressly permitted in this Agreement, Licensee may not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Services in any way; (ii) modify or make derivative works based upon the Services; (iii) “frame” or “mirror” any Solutions on any other server or wireless or Internet-based device. Licensee may use the Solutions only for its intended purposes and shall not: (i) send spam or otherwise excessive, duplicative, or unsolicited messages; (ii) send, store, or transmit any infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or material in violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) attempt to gain unauthorized access to the Services or its related systems or networks; or (vi) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit.

3.3. Third-Party Services. In the event that Symbium agrees to certain integrations to Third-Party Services, Licensee shall secure the necessary permissions, when applicable, for Symbium to perform its mutually agreed-upon tasks. Symbium is not responsible for any modification, loss, usage, disclosure, transmission, or deletion of any Licensee Data resulting from its access to a Third-Party Service or any outputs generated by the Solutions for uploading into Third-Party

Services. Licensee shall be responsible for all third-party costs resulting from its requested integrations with any Third-Party Service. In the event that Licensee wishes to use a Symbium-developed API, Symbium cannot warrant or guarantee that a Third-Party Service will continue to make access available to Symbium via such API.

4. PROFESSIONAL SERVICES

4.1. Professional Services. As mutually agreed by the Parties, and in conjunction with the Services, Symbium may perform certain Professional Services, which may include certain implementation, training, or other expert services. Such Professional Services shall be provided for a separate fee, which will be specified in an applicable Order in accordance with the terms and conditions of this Agreement. Such Professional Services shall be provided in a manner that is consistent with applicable industry standards, and if such standards are not met (with a reasonable opportunity to cure following written notice from Licensee), Licensee's sole remedy shall be the re-performance of such Professional Services.

5. SUPPORT

5.1. Support. Symbium will provide Support during the Term of this Agreement as set forth in the Order. Any Support requests should be directed to the following: support@symbium.com.

6. LICENSEE OBLIGATIONS FOR CONFIGURED OR IMPLEMENTED SERVICES

Where Symbium is configuring or implementing Services for Licensee, the following shall apply:

6.1. Designation of Licensee Project Manager. Licensee shall designate a project manager who shall be accessible by email throughout the Term of the Agreement and shall provide reasonably prompt responses to Symbium's requests and communications.

6.2. Testing Period and Feedback. Licensee will be provided with an opportunity to provide feedback and request functional changes to the Solutions prior to public launch. Symbium shall also perform any requested bug fixes during this period and on an ongoing basis.

6.3. Hosting Link to Solutions. Upon the public launch of any public-facing Solutions that are configured or implemented for Licensee, Licensee shall place a prominent link and dedicated landing page to such Solutions on its public-facing website at the location where End-Users would normally visit for information on related services. This link and landing page shall be maintained by Licensee during the Term of the Agreement with support from Symbium.

6.4. Notification of Changes. Where Solutions are configured using laws or regulations provided by Licensee, Licensee shall cooperate with Symbium to help identify the publicly accessible online publications of those regulations and Symbium shall then establish a protocol to ensure timely notifications of changes to the regulations underlying the applicable Solutions and the data provided by the applicable Third-Party Services. In the absence of publicly accessible regulations that are published online, Licensee shall notify Symbium in writing (email is sufficient) of such changes.

7. PROPRIETARY RIGHTS

7.1. Symbium Properties. The Services and any underlying platform technology ("Symbium IP") are owned or licensed by Symbium and protected by U.S. and international copyright, trademark, service mark, trade secret, patent and/or other proprietary rights and laws. All Solutions shall be hosted on Symbium's designated servers at all times and Symbium will retain control over all user experience or user interface design of Solutions. Except as expressly provided in this Agreement, nothing contained herein shall be construed as conferring to Licensee any license or right under copyright or other intellectual property right law. No part of the Symbium IP may be altered, copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, except as specifically provided in this Agreement. Licensee shall not take any action that shall interfere with or diminish Symbium's right in any of the Symbium IP. Symbium shall retain ownership and title of any Solutions that it creates, even if created on a custom basis for Licensee.

7.2. Licensee Data and Symbium Data. As between Symbium and Licensee, Licensee shall, at all times, own or obtain the appropriate permissions to use the Licensee Data and shall be responsible for the accuracy and adequacy of any and all Licensee Data as well as establishing any required legal terms and conditions prior to the use of any Licensee

Data. Licensee shall obtain all prior consents, internally or from relevant third parties, prior to uploading and using any Licensee Data to the Solutions. Licensee grants to Symbium a non-exclusive, royalty-free, worldwide license during the Term to access and use the Licensee Data for the purpose of delivering the Services, which may include the aggregation of such data in an anonymized manner for benchmarking and other purposes. Symbium's right to use Symbium Data shall be governed by its own policies, including its Privacy Policy, available at <https://symbium.com/privacy> ("Privacy Policy").

7.3. Symbium Integrations. Nothing shall prevent Symbium from developing and deploying Symbium Integrations, which Symbium may do at any time in its sole discretion. Symbium Integrations shall not diminish or degrade the functionality of the Solutions in the applicable Order at any time.

7.4. License to Use Feedback. Licensee grants to Symbium an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into the Services any feedback, suggestions, requests, or recommendations relating to the Services.

7.5. Usage Data. Licensee grants to Symbium an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into its own support offering, product development, operational plans, and sales or marketing materials, any anonymous usage data acquired from Licensee's account and use of the Solutions.

7.6. References to Licensee / Press Release. Upon execution of this Agreement, Symbium may make references to Licensee and Licensee's URL and may use Licensee's designated trademark and logo for the limited purpose of publishing it on Symbium's current list of Licensees located on the Symbium Site. Symbium may also respond to any inquiry regarding whether Licensee is a licensee and user of the Services. Additionally, upon execution of this Agreement, each Party may issue a press release announcing the Parties' relationship under this Agreement.

8. FEES AND PAYMENTS

8.1. Fees. Symbium shall charge either Licensee or End-Users, as applicable, for the Services provided by Symbium hereunder as specified in the applicable Order.

8.2. Payment Methods. Symbium accepts payments for its Services from Licensee via check or electronic funds transfer and will cooperate, in good faith, to accommodate Licensee's preference in either case. Payments for Transaction Services by End-Users shall be made by credit card.

8.3. Payment Terms. All pricing and payments are and shall be in U.S. dollars.

8.3.1. With respect to fees charged to Licensee, Licensee shall pay each invoice as stated in the Order or, if no due date is stated, within 30 days of receipt unless it has a bona fide dispute with respect to payment of such invoice or portion thereof. If there is a bona fide dispute regarding any invoice rendered or amount paid, the disputing Party shall notify the other by written notice thereof, and the Parties shall use their best efforts to resolve such dispute expeditiously. If an aggrieved Party notifies the other in writing of a disputed invoice or payment, and there is a good faith basis for such dispute, the time for paying the portion of the invoice in dispute shall be extended by a period of time equal to the time between receipt of such notice and the resolution of such dispute. Undisputed portions of any invoice shall be paid as stated above.

8.3.2. Symbium's fees to End-Users for Transaction Services shall be inclusive of Symbium's Service fees (E.g., a per-permit fee), as stated in the applicable Order, in addition to all fees that would otherwise be payable directly to Licensee by End-User (E.g., government fees).

8.4. Payment Processing Fees. Fees charged to End-Users for Symbium's Transaction Services are non-refundable. As between Symbium and Licensee, Symbium shall assume any credit card fees charged by Symbium's third-party payment processors for Transaction Services that are processed on Symbium. As applicable, Symbium may pass through to End-Users any credit card processing fees charged by either of Symbium's or Licensee's payment processor (I.e., in cases where the Licensee charges \$100 + \$5 credit card processing fee for a total of \$105, Symbium may pass through the \$5 additional Licensee processing fee directly to the End-User.).

8.5. Taxes. Licensee shall be financially responsible for all sales or services taxes that are assessed on the provision of the Services to Licensee, excluding any withholding or export taxes or taxes based upon Symbium's income. To the extent Symbium is required to collect such taxes under applicable Law, Symbium, to the extent legally or otherwise required, shall separately state the amount of tax due on its invoices to Licensee. Licensee and Symbium shall cooperate to segregate the fees into: (i) those for taxable Services and (ii) those for nontaxable Services. The Parties shall reasonably cooperate with each other to more accurately determine each Party's tax liability and to minimize such liability, to the

extent legally permissible. In addition, Symbium shall provide and make available to Licensee any information regarding the computation of any such taxes as reasonably requested by Licensee. Symbium shall not pay any taxes based on the Services that Licensee and Symbium disagree on as to whether a tax is due without affording Licensee a reasonable amount of time after being called upon by the taxing authority to pay such tax to dispute the payment of such tax, at Licensee's expense, in the appropriate legal forum.

9. CONFIDENTIALITY

9.1. Confidentiality. Except as set forth in Sections 9.2 and 9.3, as applicable, Each Party agrees to maintain the confidentiality of the other Party's Confidential Information as defined herein. "Confidential Information" means all information concerning a Party's business not generally known to the public, whether or not marked as confidential. By way of illustration only, Confidential Information may include Licensee Data, trade secrets, know-how, inventions, contractual disclosures, techniques, processes, algorithms, software programs, schematics, software source documents, contracts, customer lists, financial information, sales and marketing plans, information and business plans and other proprietary information, whether or not such information is marked as confidential. Confidential Information shall not include, even if it is marked as such, information that: (i) is already known to the receiving Party at the time of disclosure, which knowledge the receiving Party shall have the burden of proving; (ii) is, or, through no act or failure to act of the receiving Party, becomes publicly known; (iii) is readily observable and / or duplicable by the public; (iv) is legally received by receiving Party from a third party without restriction on disclosure; (v) is independently developed by receiving Party without reference to the Confidential Information of the disclosing Party; or (vi) is approved for release by written authorization of the disclosing Party. In maintaining the confidentiality of the other Party's Confidential Information, each Party shall use at least the same standard that Party uses for its own confidential information of similar type, and shall take necessary precautions not to disclose such information to any person except its officers, employees or subcontractors, who have a need to know in order to comply with the obligations of this Agreement. Each Party's officers, employees, and subcontractors shall be bound by the terms of this Section or a similar written agreement with terms no less protective of either Party's Confidential Information than this Agreement. Each Party acknowledges that any actual or threatened violation of this Section may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain, and therefore agrees that the disclosing Party shall be entitled to seek injunctive relief in addition to all other remedies available at law and/or in equity. Nothing in this Section shall prohibit Symbium from disseminating aggregated information that contains no Confidential Information of Licensee.

9.2. Public Agency Exceptions and CPRA. This Section 9.2 shall apply to any Licensee that is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA") or substantially similar requirements (the "Public Agency Exceptions"). Notwithstanding any other obligations set forth in Section 9, Licensee is not obligated to act in any way that is contrary to any requirements under the CPRA or Public Agency Exceptions. Symbium shall identify information that is protected under the CPRA or Public Agency Exceptions and shall clearly mark such information as "CONFIDENTIAL AND PROPRIETARY", including identification of the specific lines containing such confidential and proprietary information subject to nondisclosure. In the event of a request for such information, Licensee will provide written notice to Symbium prior to such disclosure. For information that Symbium wishes to protect from public disclosure, Symbium must obtain a protective order, injunctive relief or other appropriate remedy from a court of law in either San Francisco County or the Licensee's County before the Licensee is required to respond to the CPRA request. If Symbium fails to obtain such remedy within the time the Licensee is required to respond to the CPRA or Public Agency Exceptions request, Licensee may disclose the requested information.

9.3. Cooperation. In the event of any unauthorized use or disclosure or loss of any Confidential Information of the disclosing Party, the receiving Party shall promptly, at its own expense: (i) notify the disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the disclosing Party to minimize the violation or the damage resulting therefrom; and (iii) cooperate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting therefrom.

9.4. Limitation. Notwithstanding the provisions of this Section, Symbium may disclose Licensee's Confidential Information, which includes personally identifying information and End-user activity: (i) in accordance with a judicial or other governmental subpoena, warrant or order; provided that Symbium shall comply with any applicable protective order or equivalent and, unless prohibited by law, Symbium will employ commercially reasonable efforts to provide Licensee with prior written notice, so that Licensee has an opportunity to intervene at its own expense and to protect the confidentiality of its information; (ii) to law enforcement officials and regulators if it reasonably suspects unlawful activity; and (iii) to other Parties that are identified by Licensee for that purpose.

10. REPRESENTATIONS AND WARRANTIES

10.1. Power and Authorization. Each Party hereby represents, warrants, and covenants to the other Party that (i) it is duly organized, validly existing and in good standing under the Laws of the state of its domicile and is in good standing in each other jurisdiction in which such qualification is required by Law; (ii) it has power and authority to transact the business it transacts and proposes to transact and to execute and deliver this Agreement and to perform the obligations under this Agreement, and (iii) its entry into this Agreement does not violate or constitute a breach of any agreement to which it is a Party or otherwise bound.

10.2. Compliance with Law. Each Party hereby represents, warrants, and covenants to the other Party that in performing its obligations and exercising its rights under this Agreement, it will comply (and shall require all of its personnel providing Services hereunder to comply) with all applicable Laws.

10.3. By Licensee. Licensee hereby represents, warrants, and covenants to Symbium that: (i) it has obtained all the appropriate consents required by law to ensure that Licensee and Symbium have the right to use the Licensee Data in association with the Services and, if applicable, as described in Symbium's Privacy Policy; and (ii) it will not use the Service to collect, upload, retrieve, transmit, send, and/or store any sensitive personally identifiable information in violation of any applicable laws. Symbium reserves the right to delete any Licensee Data that is in violation of any terms in this Agreement or of any applicable laws.

10.4. Disclaimer of Additional Warranties. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SYMBIUM EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SYMBIUM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT FUTURE PRODUCT FEATURES OR FUNCTIONALITY.

11. INDEMNITIES

11.1. General Indemnities. Each Party ("Indemnifying Party") shall defend, indemnify and hold the other Party ("Indemnified Party") and its Affiliates and their respective officers, directors, employees, agents, contractors, successors, and assigns harmless from and against any and all damages, losses, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses) (collectively, "Losses") arising from or in connection with any actual judicial causes of actions by third parties (each a "Claim") to the extent such Claim is based on or arises from or relates to (i) any breach or default of any provision of this Agreement by the Indemnifying Party; or (ii) negligent or intentional acts or omissions caused by the Indemnifying Party or its Affiliates and their respective officers, directors, employees, agents, contractors, successors and assigns. Further, Licensee shall defend, indemnify, and hold Symbium harmless from any Losses arising from or in connection with any Claims to the extent that such Claim is based on or arises from or relates to Licensee's misappropriation or misuse of any Licensee Data or any of Licensee's obligations to third parties relating to such Licensee Data. Notwithstanding any Symbium obligations to indemnify Licensee in this Agreement, any indemnification by Symbium shall be limited to the actual amount covered by Symbium's insurance for that particular Claim.

11.2. Indemnification Procedure. Each Indemnified Party shall provide the Indemnifying Party with prompt written Notice of any Claim for which the Indemnified Party is seeking or may seek indemnification hereunder (provided that the failure of the Indemnified Party to promptly notify the indemnifying Party hereunder shall not relieve the Indemnifying Party of any liability with respect to the Claim, except to the extent the Indemnifying Party demonstrates that the defense of the Claim is prejudiced by such failure). The Indemnified Party shall provide reasonable cooperation (at the Indemnifying Party's expense) and retain full authority to defend or settle the Claim. The Indemnifying Party shall keep the Indemnified Party fully informed concerning the status of any litigation, negotiations or settlements of any such Claim. The Indemnified Party shall be entitled, at its own expense, to participate in any such litigation, negotiations and settlements with counsel of its own choosing. The Indemnifying Party shall not have the right to settle any Claim if such settlement arises from or is part of any criminal action or proceeding, or contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the Indemnified Party without the prior written consent of such Indemnified Party.

12. LIMITATION OF LIABILITY

12.1. THE LIABILITY OF SYMBIUM AND LICENSEE TO EACH OTHER FOR ANY AND ALL CAUSE(S) OF ACTION, REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT, TORT, NEGLIGENCE OR ANY OTHER), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR BREACH

OF THIS AGREEMENT WILL IN NO EVENT EXCEED THE AVERAGE MONTHLY FEES CONVERTED TO AN ANNUALIZED BASIS. LICENSEE ACKNOWLEDGES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 12.1 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF SYMBIUM WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. SYMBIUM HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE LICENSEE WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PURSUANT TO THIS AGREEMENT.

12.2. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR DAMAGES FROM LOST PROFITS, LOST USE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

12.3. **NOTWITHSTANDING THE FOREGOING, SECTION 12.1 AND SECTION 12.2 WILL NOT APPLY TO: (I) CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR CRIMINAL ACTS OR OMISSIONS; (II) BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY; (III) ANY THIRD PARTY CLAIMS SUBJECT TO THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT; OR (IV) THE BREACH BY EITHER PARTY OF THEIR REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 10.**

13. COOPERATION

13.1. **Cooperation.** Each Party shall inform the other Party of any legal claims, demands or complaints brought: (i) by a third party relating to the Services or products provided by Symbium to Licensee under this Agreement; or (ii) to any regulatory body relating to this Agreement or anything acquired hereunder. The Parties shall cooperate with each other with respect to the resolution of such complaints. For the avoidance of doubt, the Party against whom the complaint was made shall control the response to any regulatory body, if any, with respect to any such complaint.

14. TERM AND TERMINATION

14.1. **Term.** The initial term of this Agreement shall be as set forth in the applicable Order ("Initial Term") and shall thereafter be renewed by the Parties for recurring one (1) year periods ("Subsequent Term") unless either Party provides the other Party with at least thirty (30) days prior written notice of termination or intention not to renew prior to the commencement of the next annual period. The Initial Term and Subsequent Term may collectively be referred to as the "Term".

14.2. **Termination for Breach.** Either Party may terminate this Agreement upon written notice to the other Party if such other Party commits a material breach of this Agreement and does not cure such breach within fifteen (15) days following its receipt of notice thereof from the terminating Party. No refunds shall be issued to Licensee in the event of termination under this Section 14.2 by Symbium for an uncured material breach by Licensee. Symbium shall issue a prorated refund of prepaid but unused fees to Licensee in the event that Licensee terminates this Agreement under this Section 14.2 for an uncured material breach by Symbium. "Material breaches" include: (i) failure by Symbium to deliver the Services as agreed under this Agreement; (ii) any breach of Section 7 (Proprietary Information); (iii) any failure by Licensee to pay fees when due; (iii) or any breaches by either Party of Sections 3 (License), 9 (Confidentiality), 10 (Representations and Warranties), 11 (Indemnities), or 13 (Cooperation). Any termination of this Agreement will automatically terminate any incorporated Orders.

14.3. **Suspension of Services.** Any unauthorized access, use of passwords or Services, or other abuse or impermissible activity on Symbium's Site or in connection with Symbium's Services may result in immediate suspension of access to certain Solutions or termination of this Agreement with no refund and without limitation of any other available legal remedies. Symbium may suspend Licensee's access to any Services until all overdue payments are paid in full. Delinquent invoices are subject to interest of one percent (1.0%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Licensee will continue to be charged for the remainder of the term for any delinquent accounts. Licensee acknowledges and agrees that, unless otherwise required in this Agreement, Symbium has no obligation to retain any data on behalf of Licensee and that such data, if any, may be irretrievably deleted upon termination of this Agreement.

14.4. **Remedies Not Limiting.** The remedies provided in this Section 14 are in no way limiting of one another or of any other rights and remedies granted to either Party under this Agreement. Symbium may choose to, but is not

required to, place Licensee's account on suspension in lieu of termination where termination is permitted under the terms of this Agreement or take other appropriate action.

15. MISCELLANEOUS

15.1. Notices. Any demand, notice, or other communication required or permitted hereunder shall be effective if in writing and either sent by trackable courier or email to the recipients listed in the Order. Notices by courier shall be effective upon proof of delivery by either Party. Email notices shall be effective upon confirmation of receipt by the receiving Party. Either Party may change its notice address by providing the other Party with notice of the change in the same manner required in this Section 15.1.

15.2. Assignment; Binding Effect. Neither Party shall assign or transfer this Agreement nor delegate any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon written notice to Licensee, Symbium may assign this Agreement to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets. Any assignment, transfer or delegation of rights or obligations hereunder in contravention of this Section shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Agreement and their respective successors and permitted assigns.

15.3. Dispute Resolution; Equitable Relief. The Parties agree that, in the event of a dispute or alleged breach, they shall first work together in good faith to resolve the matter internally through negotiations and, if necessary, by escalating it to higher levels of management. The foregoing shall not apply to, and shall not prevent a Party from seeking immediate relief in the event of, disputes involving the confidentiality or data protection provisions of this Agreement or infringement of intellectual property rights (in which case either Party shall be free to seek available remedies in a court of competent jurisdiction in accordance with the Governing Law Section of this Agreement).

15.4. Entire Agreement; Amendment. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous representations, discussion, negotiations, letters, proposals agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement may be amended, modified or supplemented only in a writing duly executed by an authorized representative of each of Licensee and Symbium.

15.5. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions. For any disputes that are not resolved by way of good faith negotiations and settlement, the Parties hereby consent to the exclusive venue and jurisdiction for actions concerning or relating to this Agreement in the federal or state courts of San Francisco, County of San Francisco, California.

15.6. Headings. The section headings in this Agreement are for reference and convenience only and do not explain, modify, interpret, or expand the provisions of this Agreement.

15.7. Independent Contractors. In making and performing under this Agreement, the Parties are acting and shall act as independent contractors and not that of master and servant or partnership. Neither Party is, nor will be deemed to be, an agent, legal representative, joint venture, or partner of the other Party for any purpose. Neither Party shall have any authority to act for or to bind the other Party in any respect, nor shall either Party hold itself out as having such authority. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, and other laws.

15.8. Severability. If any of the provisions of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be ineffective to the extent of such invalidity or unenforceability while the other provisions hereof shall remain in full force and effect.

15.9. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed on behalf of the Party against whom it is asserted. Any consent by any Party to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any continuing, different, or subsequent breach of this Agreement by such Party.

15.10. Survival. The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive, including, but not limited to the following Sections: 7 (Proprietary Rights), 9 (Confidentiality), 10 (Representations and Warranties), 11 (Indemnities), and 12 (Limitation of Liability).

15.11. Controlling Document. Notwithstanding any inconsistent or additional terms and conditions which may be contained in a purchase order, invoice, voucher or other similar document issued by either Party, such document shall be for issuing Party's internal purposes only and the terms and conditions of this Agreement shall prevail. Therefore, even if such document is acknowledged or accepted by the receiving Party and regardless of any statement to the contrary which may be contained therein, the inconsistent or additional terms and conditions of such purchase order, invoice, voucher or other similar document shall have no force or effect on this Agreement.

15.12. Interpretation: Construction. Unless the context of this Agreement clearly requires otherwise, (i) references to the plural include the singular, the singular the plural, the part the whole, (ii) references to any gender include all genders, (iii) "or" has the inclusive meaning frequently identified with the phrase "and/or," (iv) "including" has the inclusive meaning frequently identified with the phrase "but not limited to," and (v) references to "hereunder" or "herein" relate to this Agreement. The Parties agree that this Agreement is the result of careful negotiations between sophisticated Parties and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

15.13. Signature/Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on both Parties. A facsimile signature or electronic signature (or e-signature) shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

SYMBIUM CORP.

CITY OF GRAND TERRACE

By:	By:
Name:	Name:
Title:	Title:
Email:	Email:
Date:	Date:

EXHIBIT A-1 – ORDER

This Order, once executed, is governed by the Symbium Master Licensing Agreement between Symbium Corp. (“Symbium”) and the City of Grand Terrace (“Licensee”) (the “Agreement”). All fees set forth herein are due pursuant to the terms of the Agreement. All capitalized terms used but not defined herein will have the meaning assigned to them in the Agreement. This Order shall control in the event of any conflict between this Order and the Agreement.

Prepared For: City of Grand Terrace	Order No.: GRANDTERRACE-001	Make Payment to: Symbium Corp.
City of Grand Terrace Luis Gardea, Building Official Building & Safety 22795 Barton Road Grand Terrace, CA 92313 LGardea@grandterrace-ca.gov	Initial Term: 2 years Payment Frequency: N/A	Symbium Corp. 912 Cole St., #375 San Francisco, CA 94117 support@symbium.com

SaaS Solution / Service	Description	Billing
Symbium’s Citizen’s Dashboard for SB379 Compliance	☐ Web-based public-facing automated compliance checks for solar energy systems as required by SB379 ☐ \$25 Symbium service fee per permit or revision document, charged to applicants at point of sale.	\$0
Symbium Express Permits	☐ Web-based public-facing automated compliance checks for additional permits, as requested by Licensee. ☐ \$25 Symbium service fee per permit or revision document, charged to applicants at point of sale.	\$0
Included Integrations	Read-write integrations into existing permit tracking system (PTS), given available APIs.	\$0 (CalAPP funds)
Ongoing Support and Maintenance	Quarterly updates	\$0
Total		\$0

Additional Terms and Conditions:

1. Unless noted otherwise, the pricing above includes initial implementation and training to ensure proper use and shall be invoiced upon execution of the Agreement.
2. Symbium shall be the exclusive provider of the Services for Licensee during the Term.
3. Any additional Solutions or Services requested by Licensee that exceed the scope of this Order shall be subject to a separate signed Order between the Parties. No CalAPP grant fees shall be due to Symbium in the event that Licensee is unable to procure such grant funds.
4. Support is available by email: support@symbium.com.

ACCEPTED AND AGREED BY:

Symbium Corp.

City of Grand Terrace

BY:	DATE:	BY:	DATE:
NAME: Leila Banijamali		NAME:	
TITLE: CEO		TITLE:	
EMAIL: leila@symbium.com		EMAIL:	



AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Ordinance 12.28 Street and Parkway Trees Revisions: First Read

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: Read by title only and waive further reading and introduce an ordinance amending Title 12 of the Grand Terrace Municipal Code by repealing and replacing Chapter 12.28 (Street and Parkway Trees) in its entirety.

2030 VISION STATEMENT:

This staff report supports Goal #1 "Ensure Our Fiscal Viability" by exploring creative means to provide services and ensuring appropriate cost recovery for service.

BACKGROUND:

In 1979, the City established Ordinance 12.28, which incorporated a comprehensive plan for the planting, maintenance, and removal of trees on public streets and parkways. This ordinance was designed to ensure that the aesthetic and environmental benefits of urban forestry were maximized for the community. In 2017, the City updated this ordinance to include a comprehensive fee schedule, fines, and taxes. Additionally, the updated ordinance clearly defined the responsibilities for tree maintenance and pruning, assigning these duties to homeowners.

DISCUSSION:

Proposed Revisions to the Ordinance

Right-of-Way Access: Numerous areas throughout the city lack granted right-of-way in front of homes, making the distances defined in the General Plan Circulation Element inapplicable. Properties in these areas must complete the designated City Right-of-Way Dedication Easement form to access tree maintenance services.

Definitions: Aims to establish clear definitions to assist residents in understanding City terminology. For example, clarification is needed for "city tree," which can refer to trees on property lawns, within a parkway; within a specified distance from the street's centerline.

Maintenance Responsibilities: The revised ordinance will redefine maintenance and pruning responsibilities, ensuring consistent and professional care of City-managed trees. Historically, homeowners have planted fruit and ornamental trees not approved for the City right-of-way, leading to maintenance issues and added costs, contrary to the City's forestry goals. Under the new ordinance, residents can remove exempt trees with a no-fee encroachment permit, allowing them to address problematic trees at no extra cost. However, residents will be fully responsible for the cost of removing any trees planted in the City right-of-way, without prior approval.

Routine Maintenance: Homeowners will continue to manage routine maintenance such as watering and reporting safety issues to the Public Works Department for adjacent trees, as well as ground

cover, sidewalk clearing, and seed and droppings clearance. This contributes to community cleanliness and safety.

Tree Selection Based on Parkway Size: The City will adopt a tree list tailored to different parkway sizes, ensuring selected trees fit the available space, promoting biodiversity and sustainability, and enhancing neighborhood aesthetics.

Guidance from the General Plan Circulation Element: Tree maintenance in public rights-of-way will follow the Circulation Plan outlined in the adopted 2010 General Plan. This plan serves as a guideline for determining street widths and right-of-way dimensions, establishing a baseline for which trees the City will be responsible for maintaining.

Agreements for Tree Planting and Pruning by Property Owners: The revised ordinance includes provisions for property owners to participate in tree planting within the public right-of-way through formal agreements. Additionally, it outlines a process for property owners to prune or remove trees at their own expense, subject to City approval. This approach offers homeowners flexibility while ensuring the City maintains oversight of tree care.

Recommendation: The proposed ordinance revisions clarify responsibilities, ensure consistent tree care, and encourage community involvement in urban forestry. By providing clear guidelines for planting and maintenance, the City aims to improve landscape management and enhance residents' quality of life. Staff recommends adopting the revised ordinance.

ENVIRONMENTAL IMPACT:

The proposed ordinance revisions are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) and Section 15304 (Minor Alterations to Land) of the CEQA Guidelines. These sections provide exemptions for projects involving negligible or no expansion of existing use and minor public alterations in the condition of land, water, and/or vegetation which do not involve the removal of healthy, mature, scenic trees. The revisions do not involve any significant environmental impacts and fall within these categorical exemptions.

FISCAL IMPACT:

There is no fiscal impact by adopting the ordinance.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE
REPEALING AND REPLACING CHAPTER 12.28 (“STREET AND PARKWAY
TREES”) OF TITLE 12 (“STREETS, SIDEWALKS AND PUBLIC PLACES”) OF THE
GRAND TERRACE MUNICIPAL CODE REGULATING STREET AND PARKWAY
TREE MAINTENANCE**

WHEREAS, the City of Grand Terrace recognizes the significant benefits that street and parkway trees provide to our community, including air and water quality improvement, shade provision, property value enhancement, and beautification; and

WHEREAS, in 1979, the City Council adopted Ordinance No. 29 which adopted Chapter 12.28 of the Grand Terrace Municipal Code setting forth the types of trees that could be planted within City streets and parkways, and setting forth the maintenance requirements of those trees; and

WHEREAS, since 1979, the City’s tree maintenance requirements have evolved, and the City’s circulation plan has grown with the addition of new streets and approval of new development, requiring updates to Chapter 12.28 (“Street and Parkway Trees”); and

WHEREAS, the City Council recognizes the importance of planning for the addition of, and maintaining street and parkway trees, which provide immense benefits to the community, including air and water quality improvement, shade provision, property value enhancement, and beautification; and

WHEREAS, the City Council aims to establish a comprehensive framework for the planting, maintenance, protection, and removal of trees within the public right-of-way, promoting a healthy and vibrant urban forest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated herein by this reference.

SECTION 2. Adoption of Code. Chapter 12.28 entitled “Street and Parkway Trees” of Title 12, entitled “Streets, Sidewalks and Public Places,” of the Grand Terrace Municipal Code is hereby repealed and shall be replaced to read in its entirety as set forth in Exhibit “1.”

SECTION 3. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the amendment to the Municipal Code provided for in this Ordinance will not have a significant effect on the environment. There is no possibility that the proposed ordinance, as a textual change to the Municipal Code, may have a significant impact on the physical environment (Section 15061) and because, per Section 15061(b)(3), it can be seen with certainty to have no possibility of a significant effect upon the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentences, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 5. Effective Date. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute this Ordinance on behalf of the City of Grand Terrace forthwith upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of Grand Terrace at a regular meeting held on the 12 day of November 2024.

Bill Hussey
Mayor

ATTEST:

Debra Thomas
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

EXHIBIT 1

Chapter 12.28 - STREET AND PARKWAY TREES

For the purposes of this chapter, the City of Grand Terrace recognizes the significant benefits that street and parkway trees provide to the community, including air and water quality improvement, shade provision, property value enhancement, and beautification. This chapter aims to establish a comprehensive framework for the planting, maintenance, protection, and removal of trees within the public right-of-way, promoting a healthy and vibrant urban forest.

12.28.010 – Definitions

For the purposes of this chapter, certain words and phrases used in this chapter shall be construed as set forth in this section unless it is apparent from the entire context that a different meaning is intended.

- A. “Arborist” means a licensed and certified professional who specializes in the care, maintenance, and management of trees, shrubs, and other woody plants, and is trained in tree biology, pruning techniques, tree health care, planting, removal, and risk assessment related to trees.
- B. “Approved Tree List” includes a list of tree species that are authorized for planting based on factors like maturity, root system, parkway size, and suitability for the local climate.
- C. “City Tree” means any tree planted within the public right-of-way or on public property, such as parkways, streets, and parks, that is maintained by the city. Depending on the specified distance from the street's centerline as defined in Appendix D, a City Tree may be located in front of or adjacent to a residence.
- D. “Emergency Removal” includes the removal of a tree that is deemed a Hazardous Tree and requires immediate action to protect public safety.
- E. “Fruit Tree” means a tree that is cultivated for the purpose of producing edible fruits, such as apples, oranges, peaches, cherries, avocado, and plums.
- F. “Ground Cover” includes low-growing, no more than twelve inches in height, non-spiny plants that spread across the ground which help prevent erosion, suppress weeds, and enhance visual appeal
- G. “Hazardous Tree” means a tree that poses a significant risk of injury or property damage due to disease, decay, structural defects, or other factors.
- H. “Parkway” includes land dedicated or acquired for public use, the area between the sidewalk and curb, or the area between the curb and the property line if there is no

sidewalk. It may also include medians, traffic islands, and/or other areas designated for tree planting.

- I. “Property Owner” means the legal owner or authorized representative of any property as documented in the official records of San Bernardino County Recorder’s Office.
- J. “Pruning” means the selective removal of branches to improve tree health, structure, and clearance over sidewalks and roadways.
- K. “Public Right-Of-Way” means a strip of land legally designated for transportation and utility purposes, including streets, sidewalks, pathways, and the airspace above and land below, which is publicly accessible.
- L. “Street Centerline” means an imaginary line that runs down the middle of a street serving as a reference point for various measurements and property ownership. For local streets, the city’s ownership of trees extends from the street centerline to a distance of 30 feet onto the adjacent property, with further details and examples provided in Appendix D based on street types.
- M. “Tree” means any perennial woody plant characterized by a single main stem or trunk and foliage, whether naturally occurring or intentionally planted, excluding self-sprouted or volunteer trees.
- N. “Volunteer Tree” means a tree that grows on its own, from seeds dropped by existing trees or carried by animals, rather than being deliberately planted by a human.

12.28.020 – Tree Planting Restrictions

Only trees designated specifically in Appendix A to this chapter may be planted either by developers, contractors, or individual homeowners. Additional trees may be approved at the direction of the designee of the Public Works Department.

12.28.030 – Homeowner responsibility for parkway trees

Due to the existence of city street trees, the resulting tree-lined streets provide both aesthetic and monetary value to the property owner. Adjacent property owners shall be responsible for the daily care and maintenance of parkway trees, including pruning outside the designated areas on the Tree Maintenance Map's schedule. Exceptions to this pruning responsibility may be made on a case-by-case basis. This responsibility includes:

- A. Regular watering.

- B. Maintaining a clear sidewalk adjacent to property by promptly removing fallen leaves, seeds, and other tree droppings.
- C. Reporting significant damage or hazardous conditions, or issues beyond routine maintenance to the Public Works Department for further assistance.

12.28.040 – Parkway groundcover

It is unlawful, except as provided in this chapter, for any person to plant or cause to be planted any growing thing other than grass or permitted ground cover in any public right-of-way or parkway.

Requirement	Details
Height Limit	Vegetation must not exceed 12 inches in height.
Encroachment	Vegetation must not encroach on sidewalks or streets.
Permitted Ground Covers	- Grass - Yarrow - California Lilac - Coyote Brush - Iceberg Roses - Daylilies - Creeping Thyme
Permitted Rocks	- ¾" California Gold Rocks - ¾" Rainbow Rocks - ¾" Desert Plum Rocks
Planting Requirement for Rocks	Vegetation must be planted every 2 to 3 feet when using rocks.

12.28.050 – Tree planting in right-of-way

Property owners without trees in the right-of-way have the opportunity to select an approved tree from the 2-4 foot parkway list as set forth within this section after signing an agreement with the City and committing to the requirements of this Chapter. While the City will make reasonable efforts to plant the tree of the property owner's choice, tree selection is not guaranteed; if the chosen tree is unavailable, the City's arborist will select the next available alternative, and the city will not notify property owners regarding unavailable selections.

Additionally, property owners can improve their landscaping by planting a tree in the city's right-of-way at their own expense. This requires a no-fee encroachment permit, which allows the City to include the new tree in its inventory for regular maintenance by the City.

PARKWAY	COMMON NAME	HEIGHT	SPREAD	TYPE	GROWTH RATE	BLOOM COLOR	WATER NEED
2-3'	Southern Magnolia	70	40	evergreen	moderate	large, fragrant white	Moderate
2-3'	Western Redbud	20	20	deciduous	moderate	magenta	moderate
2-4'	Desert Willow	30	25	deciduous	fast	lavendar or pink	low
2-4'	Yew Pine	40	25	evergreen	slow-moderate	inconspicuous	moderate
3'	Eastern Redbud	40	35	deciduous	fast	pink or purple	moderate
3-4'	Brisbane Box	45	30	evergreen	moderate-fast	creamy white	moderate
3-4'	Chanticleer Pear	35	18	deciduous	moderate	white	moderate
3-4'	Chitalpa	40	25	deciduous	fast	pink to white	moderate; drought tolerate once established
3-4'	Crape Myrtle	25	20	deciduous	moderate-fast	pink, purple, red, or white	moderate
3-4'	Drake Chinese Elm	45	30	deciduous	moderate	inconspicuous	moderate; drought tolerate once established
3-4'	Hybrid Palo Verde	25	20	deciduous	fast	yellow	low
3-4'	Purple Leaf Plum	25	20	deciduous	moderate	pink to white	moderate
3-4'	Xylosma	20	12	evergreen	moderate	inconspicuous	moderate

12.28.060 – Regulations for the Removal of Street and Parkway Trees

Street and parkway trees are considered City property and may not be removed by property owners except as provided in subsections A and B of this section.

- A. A healthy tree, as determined by an arborist, may only be removed by the homeowner after obtaining a no-cost agreement from the City for tree pruning and removal. The homeowner must replant and maintain an approved tree at their own expense within sixty (60) days of removal.
- B. Property owners may obtain a no-cost agreement for tree pruning and removal, allowing them to remove volunteer trees, fruit trees, cycads, dwarf palms, or any other type of palm species located within the city's right-of-way. This removal must be performed by a licensed arborist or landscaper holding a valid C-27 license from the California State License Board.
- C. No permit is required to prune or remove a public tree if a variance, conditional use permit, or design review approval was secured from the city prior to the effective date of this section, or if a valid building permit impacting the tree was legally issued by the city.

12.28.070 – Tree Pruning and Maintenance

- A. Pruning outside of the city's designated schedule is the responsibility of the adjacent homeowner. However, the homeowner must first obtain a no-cost encroachment permit from Public Works. All work must be carried out by an arborist licensed by the California State License Board or a C-27 landscaper.

- B. The trees shall be maintained in a manner that prevents hazards and does not interfere with vehicular or pedestrian use of streets and sidewalks. Additionally, the property owner shall be required to maintain overgrowth to ensure it does not encroach upon or overhang any adjacent sidewalk or street.
- C. Unless special circumstances are approved by the City, encroachment is defined as a minimum clearance of eight (8) feet above sidewalks and fifteen (15) feet above streets. No permit is necessary to remove hazards or correct encroachments.

12.28.080 - Parkway Paving

Paving of parkways is prohibited.

12.28.090 - Violation—Fine

The city shall impose fines on anyone who violates any section of this chapter to cover the actual costs of correction. Property owners and contractors will be liable for expenses related to the removal of trees planted without prior approval, replanting of removed trees, or the removal of landscaping other than approved ground cover, as specified in this chapter.

12.28.100 - Resident/Property Owner Notification

The City shall notify residents and property owners about any project that involves planting a city tree within the parkway on their property. Notification methods can include mailings and door hangers. City staff, contractors, or volunteers may be used to carry out these notifications.

12.28.110 - Tree Planting in Right of Way by the City

The City manages tree planting and removal in the public right-of-way. When the City removes a tree, particularly parkway trees, it will strive to plant a replacement in the same location. Furthermore, for each tree removed, the City will plant two new trees, focusing on areas where tree loss has the most significant impact.

12.28.120 - Tree Removal and Sidewalk Maintenance

The City may remove and replace street and parkway trees in its discretion and at its own expense. The City may remove trees that are:

1. Diseased, as verified by an arborist;
2. Constituting a traffic hazard;

3. Damaging or posing a risk of damage to streets, sidewalks, curbs, gutters, or utility lines;
4. Not in compliance with the adopted specifications;
5. Required for road or infrastructure improvements during construction or development.

If there is a deviation in the concrete sidewalk caused by lifting, and it measures less than $\frac{3}{4}$ inch, the raised edge of the concrete may be ground down to be level with the adjacent slab. However, if a sidewalk panel has already been ground down or replaced, and further lifting occurs due to the tree root system, the tree may be removed.

12.28.130 – Agreements, Permits, and Fees

- A. The City will issue all necessary agreements or permits to implement the provisions of this chapter.
- B. Permit fees shall be established by a resolution of the City.

12.28.140 - Water supply requirements

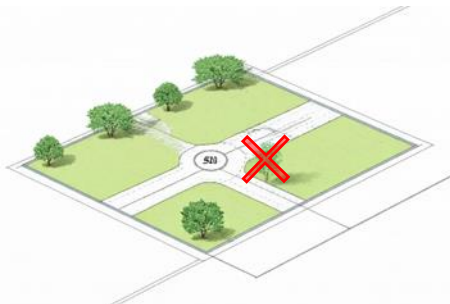
Subdividers and contractors may not plant trees in parkways until the adjacent home has water supplied to it. Maintenance of the trees shall remain with the contractor until the adjacent home is occupied.

12.28.150 - Guarantee by Contractors

All trees must be guaranteed by the contractor for a period of one-hundred twenty days (120) days after the residence is occupied.

12.28.160 - Intersection setback

Trees must be planted a minimum of twenty-five (25) feet from property lines at street intersections, including the extended lines of those boundaries.



12.28.170 - Time and manner of planting.

All plantings must be done in accordance with specifications indicated in Appendix B to this chapter. Soil shall be firmly packed by watering to prevent air pockets. Trees shall be tied using a double stake. Bare root plantings may only be done in December, January, and February. At all other times, only containerized material shall be planted. All plantings shall have a minimum caliper size of one inch.

12.28.180 - Tree planting requirements by lot and block

It is the intent of this chapter to mandate one lawn tree per lot, unless such lot has more than eighty (80) feet of frontage beyond the public right of way. In such cases, one tree should be planted for every forty (40) feet or part thereof of frontage. Each block must have an average of one tree for every sixty (60) feet. Additionally, anyone who constructs a new building or expands the floor area of an existing main building by fifty-percent (50%) of its original size must plant at least two twenty-four inch box trees.

LIST OF APPROVED TREES - GRAND TERRACE TREE PALETTE

PARKWAY	COMMON NAME	HEIGHT	SPREAD	TYPE	GROWTH RATE	BLOOM COLOR	WATER NEEDS
2-3'	Southern Magnolia	70	40	evergreen	moderate	large, fragrant white	Moderate
2-3'	Western Redbud	20	20	deciduous	moderate	magenta	moderate
2-4'	Desert Willow	30	25	deciduous	fast	lavendar or pink	low
2-4'	Yew Pine	40	25	evergreen	slow-moderate	inconspicuous	moderate
3'	Eastern Redbud	40	35	deciduous	fast	pink or purple	moderate
3'	Italian Cypress	50	20	evergreen	fast	non-flowering	moderate; drought tolerate once established
3-4'	Brisbane Box	45	30	evergreen	moderate-fast	creamy white	moderate
3-4'	Chanticleer Pear	35	18	deciduous	moderate	white	moderate
3-4'	Chitalpa	40	25	deciduous	fast	pink to white	moderate; drought tolerate once established
3-4'	Crape Myrtle	25	20	deciduous	moderate-fast	pink, purple, red, or white	moderate
3-4'	Drake Chinese Elm	45	30	deciduous	moderate	inconspicuous	moderate; drought tolerate once established
3-4'	Hybrid Palo Verde	25	20	deciduous	fast	yellow	low
3-4'	Purple Leaf Plum	25	20	deciduous	moderate	pink to white	moderate
3-4'	Xylosma	20	12	evergreen	moderate	inconspicuous	moderate
4-5'	Marina Arbutus	35	35	evergreen	moderate	pinkish-white	moderate
4-7'	Crown of Gold Tree	35	35	semi-deciduous	fast	yellow	moderate
4-7'	Delavay's Magnolia	35	20	evergreen	moderate	white to creamy white	moderate
4-7'	Drooping She-Oak	45	30	evergreen	fast	inconspicuous	low to moderate
4-7'	Engelmann Oak	50	50	evergreen	moderate	inconspicuous	low to moderate
4-7'	Pink Chitalpa	30	22	deciduous	moderate-fast	pink or white	moderate; drought tolerate once established
4-7'	Toyon	25	15	evergreen	moderate	white	low
5'	Australian Willow	30	25	evergreen	moderate	creamy white	moderate; drought tolerate once established
5'	Flaxleaf Paperbark	35	30	evergreen	moderate-fast	creamy white	low to moderate
5'	Portugal Laurel	35	30	evergreen	moderate	creamy white	moderate
5'	Purple Orchid Tree	25	25	deciduous	slow-moderate	purple	moderate
5'	Sweetshade	35	15	evergreen	moderate	creamy yellow	moderate
5'	Victorian Box	35	25	evergreen	moderate	creamy white	moderate
5'	Weeping Bottlebrush	25	20	evergreen	fast	red, pink, or white	moderate
5-6'	Chinese Parasol Tree	35	30	deciduous	moderate	yellowish-green to creamy white	moderate
5-6'	Chinese Pistache	50	25	deciduous	moderate	inconspicuous	low to moderate
5-6'	Chinese Tallow Tree	35	30	deciduous	fast	creamy white	moderate
5-6'	Magnolia Saint Mary	25	20	evergreen	moderate	white with hint of pink	moderate
5-7'	Goldenrain Tree	35	30	deciduous	moderate-fast	yellow	moderate; drought tolerate once established
5-7'	Orange Tree	25	20	evergreen	moderate	white flowers; followed by orange fruit	Moderate
5-7'	Pink Trumpet Tree	30	30	semi-deciduous	fast	pink to purple	moderate
6'	Acer Paxii	35	45	evergreen	slow-moderate	inconspicuous	moderate
6'	Chinese Flame Tree	40	30	deciduous	fast	yellow	moderate
6'	Flame Tree	50	30	semi-deciduous	fast	bright red	moderate
6'	Red Oak	65	50	deciduous	moderate	inconspicuous	moderate
6'	Swan Hill Olive	35	25	evergreen	moderate	inconspicuous	low to moderate
6-8'	Jacaranda	50	35	semi-deciduous	moderate-fast	purple-blue	moderate
7'	Majestic Beauty Ash	40	30	evergreen	fast	inconspicuous	moderate; drought tolerate once established
7'	Ornamental Pear	35	25	deciduous	moderate	white	moderate; drought tolerate once established
7'	Sawtooth Zelkova	65	30	deciduous	moderate-fast	inconspicuous	moderate; drought tolerate once established
7'	Southern Live Oak	80	65	evergreen	moderate-fast	inconspicuous	moderate
7-10'	Holly Oak	65	40	evergreen	moderate-fast	inconspicuous	moderate

7-10'	Lemon-Scented Gum	65	40	evergreen	fast	creamy white	moderate
7-10'	Maple Sycamore	35	25	deciduous	moderate	inconspicuous	moderate
7-10'	Moraine Locust	50	40	deciduous	fast	inconspicuous	moderate
7-10'	River She-Oak	65	40	evergreen	fast	inconspicuous	low to moderate
7-10"	Interior Live Oak	65	60	evergreen	moderate	inconspicuous	low to moderate
7-8'	Cork Oak	60	40	evergreen	moderate	inconspicuous	moderate
8'	Fern Pine	60	60	evergreen	moderate	inconspicuous	moderate
8'	Nepal Camphor Tree	65	50	evergreen	slow-moderate	creamy white	moderate
8-10'	Coral Gum	30	20	evergreen	moderate-fast	pink to red	moderate; drought tolerate once established
10'	Silk Oak	65	40	evergreen	fast	bright orange or red	moderate; drought tolerate once established
Ideal Lawn Trees							
Not for city trees or parkway							
Park Trees							
PARKWAY	COMMON NAME	HEIGHT	SPREAD	TYPE	GROWTH RATE	BLOOM COLOR	SOIL
12-Nov							

COMMON NAME	
Eastern Redbud	
Purple Orchid Tree	
Southern Magnolia	
Crape Myrtle	
Brisbane Box	
Desert Willow	
Eastern Redbud	
Brisbane Box	
Purple Orchid Tree	
Eastern Redbud	
Crape Myrtle	
Purple Orchid Tree	

Trees to be Planted on Barton Rd
Trees to be Planted on Main St.
Trees to be Planted on Mt Vernon Ave.

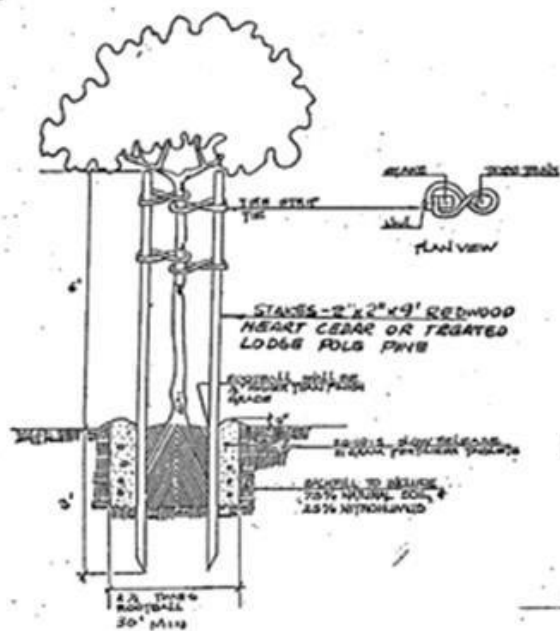


FIGURE 1
Non-Bare Root Planting
and Tree staking

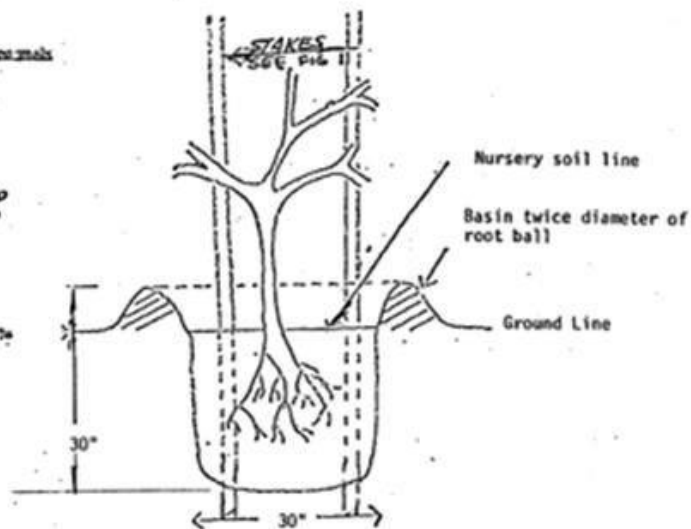
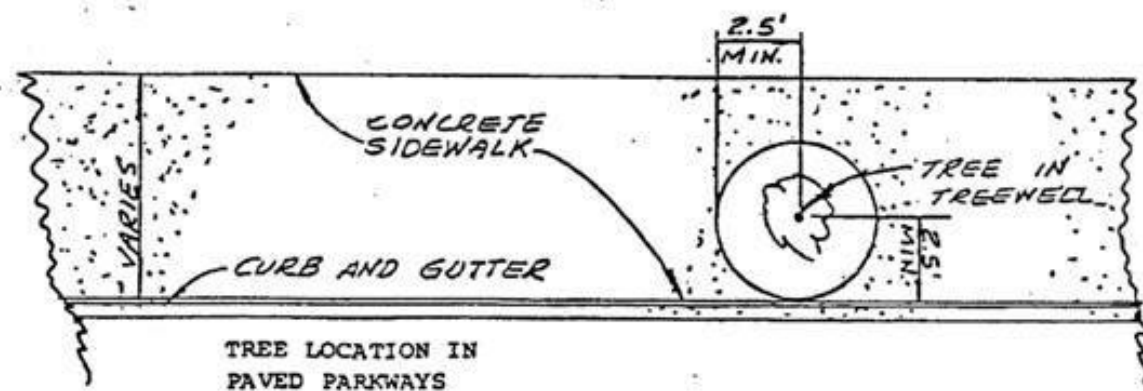
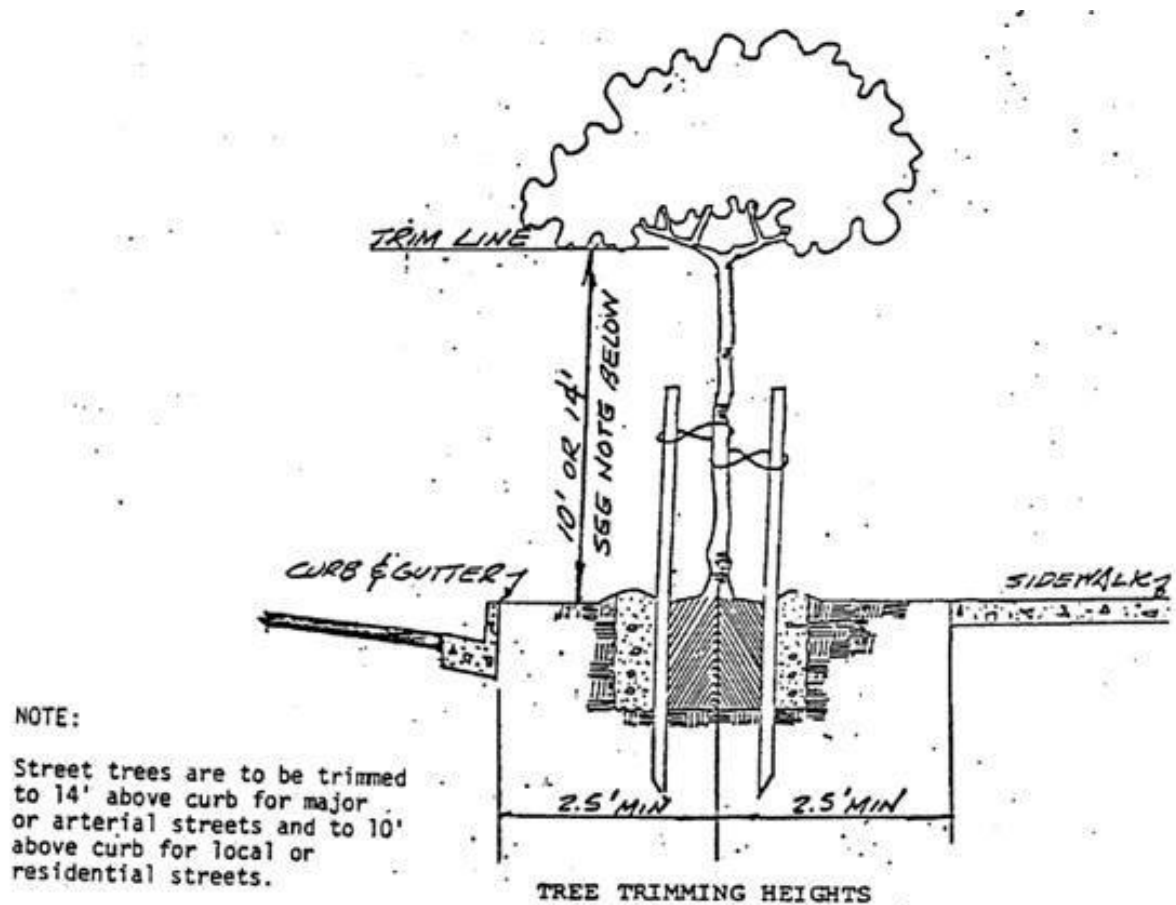
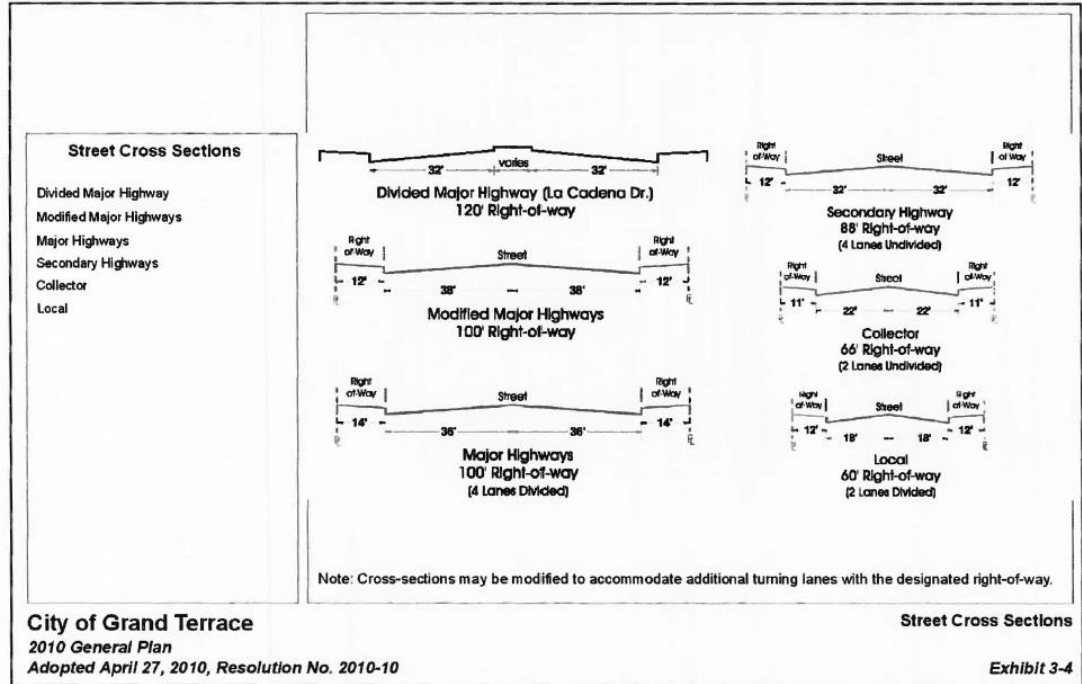
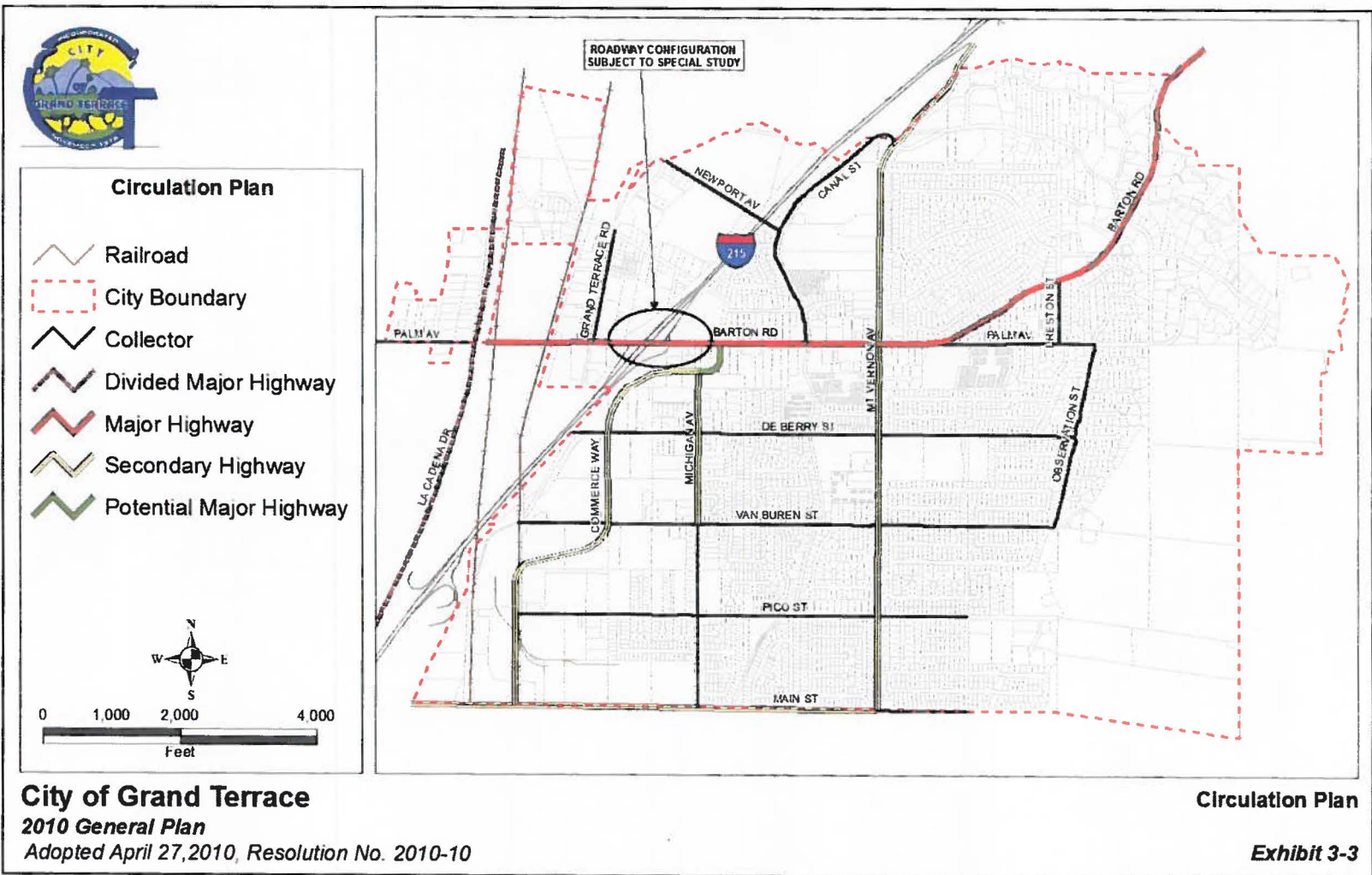


FIGURE II
Bare Root Planting



(Ord. 29 Exbt. C, 1979)







Agreement for Pruning or Removal of City Tree by Property Owner

I, _____, residing at _____, desire to prune or remove a city tree located in the public right-of-way adjacent to my property at _____. I understand and agree to the following terms and conditions:

The number of trees involved in this request is _____.

The Property Owner Agrees:

1. Authorization: I hereby request authorization from the City of Grand Terrace to prune or remove the aforementioned city tree.
2. Costs and Liability: I agree to bear all costs associated with the pruning or removal of the city tree, including but not limited to labor, equipment, and disposal fees. I also acknowledge and accept full liability for any damage or injury that may occur as a result of the pruning or removal activities, including damage to the sidewalk, street, or other public property.
3. Compliance with City Standards: Pruning or removal must be conducted in accordance with all specifications and standards set forth by the City of Grand Terrace. Additionally, removal must include stump removal.
4. Timing and Completion: The pruning or removal work is expected to commence on _____ and be completed no later than _____.
5. Contractor Information: The City of Grand Terrace shall provide the name and contact information of the contractor authorized to perform the pruning or removal work.
6. Certification and Licensing: Any contractor or individual hired to perform the pruning or removal work shall be licensed by the California State License Board (CSLB) and shall employ certified tree trimmers who adhere to City standards.
7. Replanting Obligation: In the event of tree removal, I agree to replant an approved tree in the same location (lawn or parkway) within the public right-of-way within 60 days of the removal date.



8. Indemnification: I agree to indemnify and hold harmless the City of Grand Terrace, its officers, employees, and agents from any claims, damages, or liabilities arising out of or related to the pruning or removal activities.

9. Inspection and Approval: The City reserves the right to inspect the pruning or removal work upon completion to ensure compliance with City standards.

10. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Worker Training: All personnel involved in pruning or removal tasks must be adequately trained in safety protocols and tree care best practices.

12. Notification of Completion: Upon completion of the work, I shall notify the City in writing, confirming that all activities have been carried out as specified.

13. Environmental Considerations: All pruning and removal operations shall take into account environmental factors and aim to protect local wildlife habitats. Specifically, operations must not disturb active nests in trees, as it is illegal to do so under California regulations.

Signature of Permit Recipient: _____

Date: _____

Contractor's Name: _____

Contractor's License Number: _____

Authorized Representative: _____

Date: _____

REMOVALS ONLY

Date 60 Days After Removal Date: _____



Agreement for Tree Planting in Public Right-of-Way

This agreement is made and entered into on _____ (Date), by and between the City of Grand Terrace ("City") and _____ ("Resident"), whose address is _____, concerning the planting and maintenance of a tree on the Resident's lawn or within the parkway, provided that it falls within the City right-of-way.

Terms and Conditions:

Tree Selection

The City will provide the Resident with a list of approved tree species suitable for planting in the right-of-way area.

The Resident may select up to two (2) approved tree species from this list:

1. _____
2. _____

The City will make every effort to accommodate the Resident's first or second choice; however, if neither choice is available, the City's Arborist will select an appropriate tree without further notification to the Resident.

Approved Tree List

PARKWAY	COMMON NAME	HEIGHT	SPREAD	TYPE	GROWTH RATE	BLOOM COLOR	WATER NEED
2-3'	Southern Magnolia	70	40	evergreen	moderate	large, fragrant white	Moderate
2-3'	Western Redbud	20	20	deciduous	moderate	magenta	moderate
2-4'	Desert Willow	30	25	deciduous	fast	lavendar or pink	low
2-4'	Yew Pine	40	25	evergreen	slow-moderate	inconspicuous	moderate
3'	Eastern Redbud	40	35	deciduous	fast	pink or purple	moderate
3'	Italian Cypress	50	20	evergreen	fast	non-flowering	moderate; drought tolerate once established
3-4'	Brisbane Box	45	30	evergreen	moderate-fast	creamy white	moderate
3-4'	Chanticleer Pear	35	18	deciduous	moderate	white	moderate
3-4'	Chitalpa	40	25	deciduous	fast	pink to white	moderate; drought tolerate once established
3-4'	Crape Myrtle	25	20	deciduous	moderate-fast	pink, purple, red, or white	moderate
3-4'	Drake Chinese Elm	45	30	deciduous	moderate	inconspicuous	moderate; drought tolerate once established
3-4'	Hybrid Palo Verde	25	20	deciduous	fast	yellow	low
3-4'	Purple Leaf Plum	25	20	deciduous	moderate	pink to white	moderate
3-4'	Xylosma	20	12	evergreen	moderate	inconspicuous	moderate



Tree Placement

The tree will be planted either on the Resident's lawn or within the parkway, provided that the area falls within the City's right-of-way and meets the required planting criteria.

Resident's Maintenance Responsibilities

By entering into this agreement, the Resident agrees to take responsibility for the care and maintenance of the tree once it has been planted. The Resident agrees to:

- A. Regular Watering: Ensure that the tree receives adequate water, particularly during dry periods, to promote healthy growth.
- B. Sidewalk Maintenance: Keep the sidewalk adjacent to the property clear of fallen leaves, seeds, and other tree debris by promptly removing them. This includes maintaining a safe walking path for pedestrians.
- C. Reporting Issues: Promptly report any significant tree damage, hazardous conditions, or any issues beyond routine maintenance to the Public Works Department for further assistance.

City Responsibilities

- The City will be responsible for the initial planting of the tree in accordance with City standards.
- The City will inspect the tree's health periodically and provide guidance or further assistance as needed upon receiving reports of significant damage or hazardous conditions.

Availability for Planting:

The availability of trees for planting is based on available funding. Requests for tree planting will be accepted throughout the year and fulfilled on a first-come, first-served basis, with no estimated timeline for completion.

Liability

The Resident understands that they are responsible for maintaining the tree and ensuring that the adjacent sidewalk remains clear and safe.

The City shall not be held liable for any damages or injuries resulting from improper maintenance or failure to meet the agreed-upon responsibilities.

Amendments

Any amendments to this agreement must be in writing and agreed upon by both the Resident and the City.

Termination

The City reserves the right to remove the tree if it becomes hazardous, unhealthy, or if the Resident fails to meet the maintenance responsibilities outlined in this agreement.

Resident:

Name: _____

Address: _____

Signature: _____

Date: _____

City of Grand Terrace

Name: _____

Title: _____

Signature: _____

Date: _____

RECORDING REQUESTED BY:

City of Grand Terrace
Attn: City Clerk, Debra L. Thomas

EXEMPT (FREE) RECORDING REQUESTED
UNDER GOVERNMENT CODE SECTION 6103

WHEN RECORDED ALSO RETURN TO:

City of Grand Terrace
Attn: City Clerk, Debra L. Thomas

Grantor
[Property Owner Info]

SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY

OFFER OF DEDICATION OF PUBLIC RIGHT-OF-WAY EASEMENT

FOR VALUE RECEIVED, _____ resident of City of Grand Terrace (“**Grantor**”), hereby irrevocably offers for dedication to the City of Grand Terrace, a political subdivision of the State of California, an easement for public right-of-way to maintain future street development and tree pruning at _____ situated in the City of Grand Terrace, County of San Bernardino, State of California.

IN WITNESS WHEREOF; Grantor has executed this instrument on _____, 2024.

Signatures of: “**GRANTOR**” (ATTACH NOTARY ACKNOWLEDGEMENT)

Type or Print Name

Signature and Date

Type or Print Name

Signature and Date

Type or Print Name

Signature and Date

Type or Print Name

Signature and Date

This is to certify that the interest in real property conveyed by the within instrument to the City of Grand Terrace, California (“**Grantee**”), a municipal corporation, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution _____ of the City Council adopted on _____ and the Grantee consents to the recordation thereof by its duly authorized officer.

CITY OF GRAND TERRACE: _____
City Clerk Date

STATE OF CALIFORNIA

ss:

COUNTY OF SAN BERNARDINO

On _____, 2024 before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to 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 official seal.

Signature of Notary Public

[Seal]



AGENDA REPORT

MEETING DATE: November 12, 2024

TITLE: Establishment and Implementation of a Legislative Advocacy and Grant Acquisition Program

PRESENTED BY: Konrad Bolowich, City Manager

RECOMMENDATION: Approve the establishment and implementation of the proposed Legislative Advocacy and Grant Acquisition Program.

2030 VISION STATEMENT:

This staff report supports Goal #4 “Work with Local, Regional and State Agencies to Secure Funding for Programs and Projects.”

BACKGROUND:

The City of Grand Terrace faces ongoing challenges in securing adequate state and federal funding to support critical infrastructure, public safety, environmental, and community service projects. Smaller cities often lack the resources and visibility to compete for large grants or to influence legislation in their favor. To address this, the City proposes a formal Legislative Advocacy and Grant Acquisition Program that leverages external expertise, structured public engagement, and the proactive participation of elected officials in advocacy and grant acquisition activities.

DISCUSSION:

The Legislative Advocacy and Grant Acquisition Program is designed to enhance Grand Terrace's capacity to secure competitive funding, build relationships with legislators, and advocate effectively for regulatory changes that serve the City's long-term interests. Key components of the proposed program include:

1. Program Structure

- **Legislative Advocacy and Grant Acquisition Committee:** Establish a committee composed of the City Manager, a designated staff member, and an external lobbyist/grant specialist to guide advocacy efforts.
- **Consultant Selection:** Conduct a Request for Proposals (RFP) to secure a qualified lobbyist with experience in supporting small cities and infrastructure-focused grants.
- **Legislative Liaison:** Designate the City Manager or a representative to manage program activities and coordinate with elected officials.
- **Elected Officials' Engagement:** Enhance the visibility of City priorities by actively involving elected officials in legislative meetings, advocacy events, and direct communications with legislators.

2. Legislative and Grant Priorities

- Development of an **Annual Legislative and Grant Agenda** that aligns the City's strategic goals with current funding opportunities and regulatory objectives, ensuring an organized, cohesive approach to grant acquisition and legislative action.

3. Advocacy Strategies

- **Relationship-Building and Coalition Support:** Strengthen partnerships with neighboring cities, regional organizations, and the Chamber of Commerce to align on shared legislative goals.
- **Public Engagement:** Engage residents and businesses, particularly through collaborations with the Chamber of Commerce, to raise community awareness and support for the City's legislative priorities.

4. Grant Acquisition

- Formation of a **Grant Task Force** to streamline the identification, application, and tracking of grant opportunities.
- Implement a **Grant Tracking System** to monitor grant status and requirements, ensuring timely and organized responses.

5. Monitoring, Evaluation, and Capacity Building

- Conduct annual evaluations of the program's effectiveness to make adjustments as needed.
- Invest in training City staff on grant writing and advocacy skills to maximize program impact and build internal capacity.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

Initial program costs will involve consulting fees for a lobbyist and expenses associated with training and travel. Staff anticipates that the increase in successfully acquired grants and other funding sources will offset these costs and contribute to the City's financial sustainability.

City of Grand Terrace Legislative Advocacy and Grant Acquisition Program

Objective:

The Legislative Advocacy and Grant Acquisition Program aims to enhance the City's ability to secure funding through state and federal grants, obtain additional services, and influence legislation that benefits the community.

1. Program Structure

1.1 Legislative Advocacy and Grant Acquisition Committee

- **Formation:**
Establish a committee consisting of the City Manager, a City Manager's designee, a designated lobbyist/grant acquisition specialist.
- **Role:**
The committee will guide and oversee legislative advocacy and grant acquisition efforts, ensuring alignment with the City's strategic goals. Members will coordinate with City departments to develop responsive proposals for funding agencies and organizations.
- **Consultant Selection:**
Conduct an RFP process to identify qualified lobbyist/grant acquisition firm experienced with cities under 20,000 residents, particularly for stormwater management and infrastructure projects. The selected firm will collaborate closely with the City Manager's designee.

1.2 Legislative Liaison

- **Designation:**
The City Manager or a designated representative will serve as the Legislative Liaison, overseeing program activities, coordinating advocacy efforts, monitoring legislation, and identifying grant opportunities.

1.3 Elected Officials' Engagement Role

- **Responsibilities:**
City elected officials' proactive involvement will strengthen Grand Terrace's advocacy presence and enhance recognition of the City's unique needs across all levels of government. Elected officials will directly engage with local, state, and federal legislators to:
 - **Maintain Relationships:** Build connections with officials in nearby cities and at higher government levels through regular communication and collaborative meetings.

- **Legislative Advocacy:** Work with the committee to advocate for City-specific priorities, including infrastructure, stormwater management, and other critical projects.
- **Representation and Lobbying:** Represent Grand Terrace at regional and state events, participating in policy discussions that impact the community and ensuring the City's needs are recognized.
- **City Tours and Showcases:** Host and lead tours for legislators to highlight areas of need, proposed projects, and ongoing improvements.

1.4 Grant Management (City Manager's Designee)

- **Responsibilities:**

- **Grant Management:** Oversee the entire grant lifecycle from application through closeout, including:
- **Coordination:** Coordinate with Lobbyist/Grant Specialist: Ensure alignment with advocacy priorities and coordinate activities with the lobbyist/grant acquisition specialist.
- **Liaison:** Maintain ongoing communication with state and federal elected officials' staff to facilitate partnerships and information-sharing.
- **Meeting Coordination:** Arrange in-person meetings between City elected officials and state and federal elected officials to advocate for City projects and funding priorities.
- **Project Prioritization:** Contribute to the development of priority projects that align with City objectives.
- **Budget:** Manage the budget for services and expenses related to legislative advocacy and grant acquisition activities.

2. Legislative and Grant Priorities

2.1 Annual Legislative and Grant Agenda

- **Development:**

Create an annual agenda to outline the City's top priorities for state and federal funding, services, and legislative action. This agenda, developed during the budget process, includes:

- **Grant Priorities:** Focus on infrastructure, public safety, economic development, environmental sustainability, and community services.

- **Legislative Changes:** Advocate for beneficial legislative actions, such as funding formula adjustments and regulatory changes.
 - **Coordination:**
The City Manager’s designee will align grant activities with the annual agenda and work closely with elected officials for coordinated advocacy.
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3. Advocacy Strategies

3.1 Building Relationships with Legislators

- **Relationships:**
Develop strong relationships with legislators and legislators staff at all government levels through ongoing communication and regular meetings.
- **City Tours:**
Host City tours to showcase areas of need and potential projects requiring legislative support. Elected officials will lead these tours for direct engagement with lawmakers.

3.2 Coalition Building

- **Partnerships:**
Form coalitions with neighboring cities, regional organizations, and advocacy groups to pursue shared legislative goals.
- **Organizational Participation:**
Engage in regional and statewide advocacy organizations to increase influence and resource access.

3.3 Public Engagement

- **Community Involvement:**
Engage residents and businesses in advocacy through letter-writing campaigns, public comment sessions, and other community activities.
 - **Chamber of Commerce:** Collaborate with the Chamber of Commerce to inform and engage local businesses in the City’s advocacy efforts. Facilitate communication on legislative priorities affecting the business community and work together on initiatives that align with economic development goals.
 - **Support Letters:**
Create form letters of support for identified priorities, allowing for quick deployment when needed.
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4. Grant Acquisition

4.1 Grant Task Force

- **Formation:**
Create a Grant Task Force with representatives from key City departments to identify and coordinate grant opportunities.

4.2 Grant Tracking

- **System Implementation:**
Implement a tracking system to monitor grant deadlines, requirements, and status to ensure efficient responses.

4.3 Advocacy for Grant Funding

- **Active Lobbying:**
Collaborate with the lobbyist/grant specialist and elected officials to advocate for grants aligned with City needs.
 - **Participation:**
Attend budget hearings and submit testimony supporting relevant grant programs.
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5. Monitoring and Evaluation

5.1 Legislative Updates

- **Reporting:**
Provide regular updates to the City Council on legislative developments, advocacy activities, and grant acquisition progress.

5.2 Program Evaluation

- **Annual Review:**
Conduct an annual review to evaluate the program's effectiveness, identify successes and challenges, and refine the program accordingly.
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6. Training and Capacity Building

6.1 Staff Training

- **Skill Development:**
Offer training for City staff on grant writing, legislative advocacy, and relationship-building.
 - **Consultant Support:**
Engage consultants as needed for complex issues or large grant applications.
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